Sandi Schreiber
President
Appointed by Mayor
Jan. 1, 2024 to Dec. 31, 2027

Luke Lefever
Member
Appointed by Mayor
Feb. 6, 2025 to Jan. 1, 2027

Willie L. Brown
Secretary
Appointed by Mayor
Jan. 1, 2024 to Dec. 31, 2027

City of Elkhart
Redevelopment Commission

Dina Harris
Vice President
Appointed by Council
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Dorisanne Nielsen
Non-Voting School
Board Advisor
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Jan. 1, 2024 to Dec. 31, 2027

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, OCTOBER 13, 2026 at 4:00 P.M.

THIS MEETING WILL BE HELD IN-PERSON & ELECTRONICALLY VIA TEAMS
To join, go to https://teams.microsoft.com/meet/271279881515800?p=HoqC6oPOZjgmNUAf7j
enter **271 279 881 515 800** as the event number and **7L6H8uE3** as the event password.

Comments and questions may be submitted via the Teams app during the meeting or may be submitted to Michael.Huber@cityofelkhartin.gov prior to the meeting.

1. **Call to Order**
2. **Approval of Minutes**
   - September 8, 2026, Regular Meeting Minutes
3. **New Business**
   a) **Open Bids – Courthouse Block RFP**
   b) **Approve 2027 Redevelopment Commission Meeting Schedule**
   c) **Approval of form of Redevelopment Authority Lease**
      - Approve a proposed lease with the City of Elkhart Redevelopment Authority relating to a certain local public improvement project, authorize publication of a notice of public hearing in connection with therewith and all matters related thereto
   d) **McCarter G&W Allocation**
      - Approve McCarter & English billing for G&W VRP Services
   e) **Impacted Soil Disposal at 1101 E. Beardsley**
      - Approve allocation of funds for disposal of contaminated soil from 1101 E Beardsley and allocate $250,000 to the Downtown Brownfield Services Fund.
   f) **Selge Change Order #2**
      - Approve Selge change order #2 for services on South Main Street Streetscape Improvements and allocate $55,322 from RIF Loan.

g) **Peace Memorial Sculpture Contract and Appropriation**
   - Approve Peace Sculpture contract and appropriate $946,550 from funding provided by the IEDC/Lilly Arts and Culture Grant, the Elkhart Foundation and private donations for the project.

h) **Data Center Public Opinion Research**
   - Approve employment of enFocus to assist in replanning of redevelopment area and allocate $45,000 split between Tech Park TIF and Aeroplex TIF.

i) **Woodland Crossing Operations budget Amendment**
   - Approve amendment to Woodland Crossing Operations Budget for calendar year 2026

j) **Use Agreement for Turkey Stampede**
   - Grant access to East Jackson Blvd. for Faith Mission Turkey Stampede

k) **CDBG PY26 Public Services Subrecipient Agreements**
   - Approve subrecipient agreements for:
     - Boys & Girls Club = $10,000
     - Maple City Health = $15,000
     - YWCA = $15,000
     - Council on Aging = $15,000
     - Goodwill = $10,000
     - St. James AME Church = $15,000

4. Staff Updates
5. Other Business
   a) Warrick and Boyn Invoice
   b) TIF Report
9. Public Comment
10. Adjournment

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REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, September 8, 2026
4:00 p.m.

PRESENT: Dina Harris, Sandi Schreiber, Willie Brown, Luke Lefever, Cindy Ostrom, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, Mary Kaczka, Thalia Mora, Drew Wynes, Chris Godlewski, Bil Murray (EFI), John Hunsberger (ECCVB), Trevor Wendzonka (EFI), and Haj Patel (Abonmarche)

PRESENT BY TEAMS: Chris Pottratz

Call to Order

This meeting was held in-person, telephonically, and virtually through Teams. The meeting was called to order at 4:00 p.m. by Ms. Schreiber, President.

APPROVAL OF MEETING MINUTES

Ms. Schreiber asked for a motion to approve the August 11, 2026, Regular Meeting Minutes. Moved by Ms. Ostrom. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. Opening of Bids

Mr. Mike Huber addressed the commission stating we received three bids for the redevelopment of the courthouse block. Bids were submitted by Prince Properties, Flarity & Collins and Seven Diamonds, LLC.

B. CDBG Program Year 2025 Consolidated Annual Performance Evaluation Report (CAPER) Public Hearing

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber opened the public hearing. No one from the public was present to comment or ask questions. Ms. Schreiber closed the public hearing.

C. State Street Parcel Purchase Agreement

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to accept the buyer's offer at a $500 price and on the terms contained in the attached purchase agreement, approving the form of purchase agreement and authorizing its execution. Moved by Ms. Ostrom. Second by Mr. Lefever. Voice vote, all in favor. Motion approved.

D. McCarter & English Letter of Engagement for LaBour Pump Litigation

Mr. Gary Boyn addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the engagement of McCarter and English to provide the legal services on the term set forth in the engagement letter and authorizing its execution. Moved by Mr. Brown. Second by Ms. Ostrom. Voice vote, all in favor. Motion approved.

E. Neon Nights Contract with EFI and Allocation of Funds

Mr. Adam Fann and Bil Murray addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the Neon Lights Festival as a sub-project of the SOMA Initiative project, which is a part of the downtown economic development plan, and contracting with Elkhart Festivals Inc. to serve as project coordinator at a fee of $15,000 and allocate that $15,000 from the Downtown Allocation Area No 1 account 4445-5-000-4390912 to help cover the cost of the project with any unused funds to be returned to the appropriate account and authorizing execution of all agreements deemed necessary to in furtherance of the resolution. Moved by Mr. Lefever. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

F. Selge Construction Company Change Order #1 for South Main Streetscape

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the contract amendment to provide for the additional services outlined therein, approving change order number one to the contract, increasing the total contract price to $3,717,230.51 and allocate the sum of $164,000 from the proceeds of the City of Elkhart 2026 Redevelopment District bonds, the RIF loan, to cover the cost of the additional services and authorize officers to execute any and all agreements necessary to carry out this resolution. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

DRAFT

STAFF UPDATES

Mr. Adam Fann addressed the commission with updates on projects around the city

- **South Main Project** – moving along quite quickly. They are mostly down the road with the sewer and the water is about halfway down the road.
- **1101 Beardsley** – quite a bit of dirt being taken out. We're probably going to be between 40 and 45,000 ton of soil removed from that site by the end of it. And that's not including the 13,000 ton that the EPA took out before we got back on site.

OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of $21,355.15. Moved by Mr. Harris. Second by Mr. Lefever. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

PUBLIC COMMENT

No public was present to address the commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Ms. Harris. Second by Mr. Lefever. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:23 p.m.

_____

Sandra Schreiber, President

DRAFT

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Elkhart Redevelopment Commission
Pre-Agenda Meeting Summary
For September 4, 2026

PRESENT: Sandi Schreiber, Dina Harris, Willie Brown, Cindy Ostrom, Gary Boyn, Mike Huber, Sherry Weber, Adam Fann, Mary Kaczka, Drew Wynes and Thalia Mora

PRESENT BY WEBEX: Isaiah S

The Commission reviewed each agenda item, staff explained the status of each matter to date and the need for and purpose of the proposed resolution to be acted upon at the upcoming Elkhart Redevelopment Commission meeting on September 8, 2026.

City of Elkhart
Redevelopment Commission

2027
REDEVELOPMENT COMMISSION
PRE-AGENDA MEETING DATES

The Redevelopment Commission Pre-Agenda meetings will broadcast from the Annex Large Conference Room, Annex Building, 201 S. Second Street, Elkhart, Indiana

January	8
February	5
March	5
April	9
May	7
June	4
July	9
August	6
September	10
October	8
November	5
December	10

City of Elkhart
Redevelopment Commission

2027
REDEVELOPMENT COMMISSION
MEETING DATES

The Redevelopment Commission meets the second Tuesday of each month at 4:00 PM and will broadcast from the 2nd floor, Council Chambers, Municipal Building, 229 S. Second Street, Elkhart, Indiana

January	12
February	9
March	9
April	13
May	11
June	8
July	13
August	10
September	14
October	12
November	9
December	14

Review and adopted by the City of Elkhart Redevelopment Commission at it's regular meeting on October 13, 2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELKHART REDEVELOPMENT COMMISSION APPROVING A PROPOSED LEASE WITH THE CITY OF ELKHART REDEVELOPMENT AUTHORITY RELATING TO A CERTAIN LOCAL PUBLIC IMPROVEMENT PROJECT, AUTHORIZING PUBLICATION OF A NOTICE OF PUBLIC HEARING IN CONNECTION THEREWITH, AND ALL MATTERS RELATED THERETO

WHEREAS, the City of Elkhart Redevelopment Commission (the "Commission"), the governing body of the City of Elkhart Department of Redevelopment and the Redevelopment District (the "District") of the City of Elkhart, Indiana (the "City"), exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the "Act"); and

WHEREAS, the Commission, pursuant to declaratory resolutions previously adopted by the Commission and amended from time to time, has declared (i) a certain area of the City known as the "Elkhart Aeroplex Business Park Economic Development Area" as an economic development area under the Act, (ii) a certain area of the City known as the "Cassopolis Street Corridor Economic Development Area" as an economic development area under the Act, (iii) a certain area of the City known as the "Consolidated South Elkhart Economic Development/Redevelopment Area" as an economic development area under the Act, (iv) a certain area of the City known as the "Technology Park Redevelopment Area" as a redevelopment area under the Act, and (v) a certain area of the City known as the "Downtown Urban Renewal Area" as an urban renewal area needing redevelopment under the Act (clauses (i) through and including (v), collectively, the "Areas"), and has approved an economic development plan, redevelopment plan or urban renewal plan, as applicable, for each of the Areas; and

WHEREAS, the Commission has given consideration to undertaking a certain local public improvement project in the District including all or any portion of the acquisition, construction, reconstruction, renovation, installation and/or equipping of a public safety facility for use by the City's police department, emergency communications department, fire department administration and other departments, located generally at the southeast corner of W. Franklin Street and 2nd Street in the City, and any improvements related thereto (the "Project"); and

WHEREAS, the Project will directly serve and benefit, or be physically located in or connected to, each of the Areas; and

WHEREAS, the Commission has given consideration to (i) financing all or any portion of the costs of the Project and related expenses; (ii) funding a debt service reserve fund, if necessary in connection with the issuance of bonds to finance the costs of the Project, or purchasing a surety bond to satisfy a reserve requirement; and (iii) paying costs incurred in connection with the issuance of said bonds; and

WHEREAS, the Commission, being duly advised, now finds that it is in the best interests of the City and its citizens for the purpose of financing all or any portion of the costs of the Project and other costs set forth above, to enter into negotiations with the City of Elkhart Redevelopment Authority (the "Authority") to enter into a lease (the "Lease") with the Authority, as Lessor, and the Commission, as Lessee, for all or a portion of certain roads and streets in the City as set forth

at Exhibit A attached hereto in order to provide for increased redevelopment and economic development and job creation opportunities for the residents of the City; and

WHEREAS, the form of the proposed Lease has been presented to the Commission at this public meeting; and

WHEREAS, after the duly conducted public hearing, the Commission may adopt a resolution pursuant to Section 25.2 of the Act authorizing the execution of the proposed Lease on behalf of the City if it finds that the service to be provided throughout the term of the proposed Lease will serve the public purpose of the City and is in the best interests of its residents, and that the lease rentals provided for in the Lease are fair and reasonable; and

WHEREAS, the Commission expects that the Authority will consider adoption of a resolution authorizing the issuance of its lease rental revenue bonds (the "Bonds") in one (1) or more series for the purpose of financing all or any portion of the costs of the Project and the other costs set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ELKHART REDEVELOPMENT COMMISSION, AS FOLLOWS:

SECTION 1. The Commission hereby preliminarily approves the proposed Lease between the Authority and the Commission in the form presented at this public meeting. The Commission hereby sets the public hearing on the Lease for Tuesday, November 10, 2026, at 4:00 p.m., in the Council Chambers, located on the 2nd floor of the Elkhart Municipal Building, 229 S. Second Street, Elkhart, Indiana, or at such other time and/or place as any officer of the Commission shall determine. The Commission hereby authorizes the publication of a notice of the public hearing on the Lease pursuant to applicable Indiana law and in the form authorized by any officer of the Commission.

SECTION 2. This Resolution shall take effect, and be in full force and effect, upon passage and approval by the Commission, in conformance with applicable law.

ADOPTED at a meeting of the City of Elkhart Redevelopment Commission held on October 13, 2026.

CITY OF ELKHART REDEVELOPMENT COMMISSION

By:_____
Sandra Schreiber, President

ATTEST:

_____
Willie L. Brown, Secretary

EXHIBIT A

LEASED PROPERTY

The Leased Premises under the Lease will consist of all or a portion of the following roads and streets in the City: (i) [_____].

LEASE AGREEMENT

between

CITY OF ELKHART REDEVELOPMENT AUTHORITY

LESSOR

and

CITY OF ELKHART REDEVELOPMENT COMMISSION

LESSEE

Dated as of November 1, 2026

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and dated as of this 1st day of November, 2026, by and between the CITY OF ELKHART REDEVELOPMENT AUTHORITY (the "Lessor"), a separate body corporate and politic organized and existing under the provisions of I.C. 36-7-14.5 as an instrumentality of the City of Elkhart, Indiana (the "City"), and the CITY OF ELKHART REDEVELOPMENT COMMISSION (the "Lessee"), the governing body of the City of Elkhart Department of Redevelopment, acting for and on behalf of the City.

WITNESSETH:

WHEREAS, the City has created the Lessor under and pursuant to the provisions of I.C. 36-7-14, I.C. 36-7-14.5 and I.C. 36-7-25 (collectively, the "Act"), for the purpose of financing, constructing, acquiring and leasing to the Lessee certain local public improvements and redevelopment and economic development projects; and

WHEREAS, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with the Act; and

WHEREAS, the Lessee is the governing body of the City of Elkhart Department of Redevelopment and the Redevelopment District of the City (the "District") which District is coterminous with the boundaries of the City; and

WHEREAS, in accordance with prior resolutions adopted by the Lessee, the Lessee has designated a certain area of the City known as the "Elkhart Aeroplex Business Park Economic Development Area" (the "Aeroplex Area") as an economic development area under the Act and approved an economic development plan for the Aeroplex Area (the "Aeroplex Plan"); and

WHEREAS, in accordance with prior resolutions adopted by the Lessee, the Lessee has designated a certain area of the City known as the "Cassopolis Street Corridor Economic Development Area" (the "Cassopolis Area") as an economic development area under the Act and approved an economic development plan for the Cassopolis Area (the "Cassopolis Plan"); and

WHEREAS, in accordance with prior resolutions adopted by the Lessee, the Lessee has designated a certain area of the City known as the "Technology Park Redevelopment Area" (the "Technology Park Area") as a redevelopment area under the Act and approved a redevelopment plan for the Technology Park Area (the "Technology Park Plan"); and

WHEREAS, in accordance with prior resolutions adopted by the Lessee, the Lessee has designated a certain area of the City known as the "Consolidated South Elkhart Economic Development/Redevelopment Area" (the "Consolidated South Area") as an economic development area under the Act and approved an economic development plan for the Consolidated South Area (the "Consolidated South Plan"); and

WHEREAS, in accordance with prior resolutions adopted by the Lessee, the Lessee has designated a certain area of the City known as the "Downtown Urban Renewal Area" (the "Downtown Area" and together with the Aeroplex Area, the Cassopolis Area, the Technology Park Area and the Consolidated South Area, collectively, the "Areas") as an urban renewal area

needing redevelopment under the Act and approved an urban renewal plan for the Downtown Area (the "Downtown Plan" and together with the Aeroplex Plan, the Cassopolis Plan, the Technology Park Plan and the Consolidated South Plan, collectively, the "Plans"); and

WHEREAS, the Lessee has given consideration to undertaking a certain local public improvement project in the District including all or any portion of the acquisition, construction, reconstruction, renovation, installation and/or equipping of a public safety facility for use by the City's police department, emergency communications department, fire department administration and other departments, located generally at the southeast corner of W. Franklin Street and 2nd Street in the City, and any improvements related thereto (the "Project"); and

WHEREAS, the Project will foster economic development and redevelopment and improved employment opportunities throughout the District, including each of the Areas; and

WHEREAS, the City, the Lessor, and the Lessee seek to provide a means to finance all or any portion of the costs of the Project; and

WHEREAS, the Act authorizes the Lessor to issue bonds for the purpose of obtaining money to pay the cost of acquiring property or constructing, improving, reconstructing or renovating local public improvements; and

WHEREAS, the costs related to acquiring an interest in the property described on Exhibit A hereto by the Lessor (the "Leased Premises") and completing the Project will be paid from proceeds of bonds to be issued by the Lessor in one (1) or more series (the "Bonds"); and

WHEREAS, the annual rentals to be paid under this Lease by the Lessee will be pledged by the Lessor to pay debt service on and other necessary incidental expenses of the Lessor relating to the Bonds to be issued by the Lessor to finance the acquisition of the Leased Premises and pay a portion of the costs of the Project; and

WHEREAS, the Lessor has acquired or will acquire an interest in the Leased Premises described on Exhibit A hereto and such interest shall be for a term no less than the term of this Lease; and

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Act after notice given pursuant to I.C. 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that completion of the Project will serve the public purpose of the City and is in the best interests of its residents, and the Common Council of the City (the "Common Council") has, by resolution, approved this Lease in accordance with the provisions of I.C. 36-7-14-25.2, and the resolution has been entered in the official records of the Common Council; and

WHEREAS, the Lessor has determined that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary, that the Project will serve the public purpose of the City and is in the best interests of its residents, and the Lessor has duly authorized the execution of this Lease by resolution, and the resolution has been entered in the official records of the Lessor.

THIS AGREEMENT WITNESSETH THAT:

1. **Premises, Term and Warranty**. The Lessor does hereby lease, demise and let to the Lessee all of the Lessor's right, title and interests in and to the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date the Lessor acquires an interest in any of the Leased Premises and ending on the day prior to a date not later than twenty (20) years after such date of acquisition by the Lessor. Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase all of the Leased Premises pursuant to Section 11 hereof and the payment of the option price, or (b) the payment or defeasance of all obligations issued by the Lessor and secured by this Lease or any portion thereof; provided that no bonds or other obligations of the Lessor issued to finance the Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, including, but not limited to the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

2. **Lease Rental**. (a) **Fixed Rental Payments**. The Lessee agrees to pay rental for the Leased Premises at an annual rate per year during the term of this Lease not to exceed Six Million Dollars ($6,000,000), payable in semi-annual installments. Each such semi-annual installment, payable as hereinafter described, shall be based on the value of the Leased Premises, together with that portion of the Project which is complete and ready for use by the Lessee at the time such semi-annual installment is made. Such rental shall be payable in advance in semi-annual installments on January 15 and July 15 of each year, with the first rental installment due no earlier than July 15, 2027. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease.

After the sale of the Bonds, the annual rental shall be reduced to an amount sufficient to pay principal and interest due in each twelve (12) month period commencing each year on August 1, rounded up to the next One Thousand Dollars ($1,000), together with incidental costs in each year in an amount to be determined at the time the Bonds are sold for the purpose of paying annual trustee fees and related costs, payable in advance in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Leased Premises at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

(b) **Additional Rental Payments**. (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Leased Premises ("Additional Rentals") the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. The Lessee shall pay as Additional Rentals all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, and the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined. The Lessee shall also pay as Additional Rentals the amount calculated by or for the Lessor as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds (the "Code"), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

(ii) The Lessee may, by resolution, pay Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) **Source of Payment of Rentals**. The annual rentals set forth in Section 2(a) hereof and the Additional Rentals shall be payable from the revenues of the special benefits tax levied pursuant to I.C. 36-7-14-27 deposited into the 2027 Improvements Principal and Interest Account of the Redevelopment District Bond Fund (the "Bond Fund"). The Lessee may pay the annual rentals and the Additional Rentals, or any other amounts due hereunder, from any other revenues legally available to the Lessee including, without limitation, available tax increment revenues and/or available general revenues of the City; provided, however, the Lessee shall be under no obligation to pay any annual rentals or Additional Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the revenues deposited into the Bond Fund.

3. **Payment of Rentals**. All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank or trust company designated as trustee (the "Trustee") under the Trust Indenture between it and the Lessor (the "Indenture"), or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the Bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

4. **Abatement of Rent; Substitution**. If any part of the Leased Premises is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use by the Lessee, it shall then be the obligation of the Lessor to restore and reconstruct that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or reconstruction more than the condemnation proceeds received by the Lessor.

If any part of the Leased Premises shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the rent shall be abated for the period during which the Leased Premises or such part thereof is unfit or unavailable for use, and the abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

5. **Maintenance, Alterations and Repairs**. The Lessee may enter into agreements with one (1) or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Lease, the Lessee shall deliver the Leased Premises to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

6. **Insurance**. During the full term of this Lease, the Lessee shall, at its own expense, keep in effect public liability insurance in amounts customarily carried for similar properties. Such insurance may be provided under the public liability self-insurance program of the City. Additionally, notwithstanding anything in this Lease to the contrary, the Lessee does not waive any governmental immunity or liability limitations available to it under Indiana law.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 6 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

7. **Eminent Domain**. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds

received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one (1) or more of the following ways:

(a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or

(b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of the Act and each of the Plans (the improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsection (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

8. **General Covenant**. The Lessee shall not assign this Lease or mortgage, pledge or sublet the Leased Premises herein described, without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

9. **Tax Covenants**. In order to preserve the exclusion of interest on the Bonds, or an applicable series of the Bonds, from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee and the Lessor represent, covenant and agree that neither the Lessor nor the Lessee will take any action or fail to take any action with respect to the Bonds, or an applicable series of the Bonds, this Lease or the Leased Premises that will result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds, or an applicable series of the Bonds, under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and they will not make any investment or do any other act or thing during the period that the Bonds, or an applicable series of the Bonds, are outstanding which will cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

The covenants in this Section are based solely on current law in effect and in existence on the date of issuance of the Bonds, or an applicable series of the Bonds. It shall not be an event of default under this Lease if interest on any Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Bonds.

All officers, members, employees and agents of the Lessor and the Lessee are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the Lessor and the Lessee as of the date the Bonds are issued and to enter into covenants on behalf of the Lessor and the Lessee evidencing the Lessor's and the Lessee's commitments made herein. In particular, all or any members or officers of the Lessor and the Lessee are authorized to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Lessor and the Lessee on the date any series of the Bonds are issued and the commitments made by the Lessor and the Lessee herein regarding the amount and use of the proceeds of any such series of the Bonds.

Notwithstanding any other provisions hereof, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds, or an applicable series of the Bonds, from gross income under federal income tax law (the "Tax Exemption") need not be complied with if the Lessee receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

10. **Option to Renew**. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the Leased Premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Lease.

11. **Option to Purchase**. The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase the Leased Premises, or any portion thereof, at a price equal to the amount required to pay all indebtedness incurred on account of the Leased Premises, or such portion thereof (including indebtedness incurred for the refunding of any such indebtedness), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carrying charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase the Leased Premises, or any portion thereof, including, but not limited to, all indebtedness incurred on account of the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by

the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises, or any portion thereof as set forth above, by the Lessee or conveyance of the Leased Premises, or any portion thereof as set forth above, to the Lessee or the Lessee's designee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Leased Premises, or any portion thereof as set forth above, or under any obligation respecting the creditors, members or security holders of the Lessor.

12. **Transfer to Lessee**. If the Lessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 11, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of the Lessor's title to the Leased Premises, or such portion thereof.

13. **Defaults**. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. **Notices**. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: City of Elkhart Redevelopment Authority, Attention: President, 229 S.

Second Street, Elkhart, Indiana 46516; (b) to Lessee: City of Elkhart Redevelopment Commission, Attention: President, 229 S. Second Street, Elkhart, Indiana 46516.

The Lessor, the Lessee and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

15. **Successors or Assigns**. All covenants of this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

16. **Construction of Covenants**. The Lessor was organized for the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

LESSOR:	**LESSEE:**
CITY OF ELKHART REDEVELOPMENT AUTHORITY	**CITY OF ELKHART REDEVELOPMENT COMMISSION**
_____	_____
President	President
ATTEST:	ATTEST:
_____	_____
Secretary-Treasurer	Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to be the President and Secretary-Treasurer, respectively, of the City of Elkhart Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this ____ day of _____, 2026.

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sandra Schreiber and Willie L. Brown, personally known to be the President and Secretary, respectively, of the City of Elkhart Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this ____ day of _____, 2026.

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Thomas M. Everett

This instrument was prepared by Thomas M. Everett, Barnes & Thornburg LLP, 201 South Main Street, Suite 400, South Bend, Indiana 46601.

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All of the City's interest in all or a portion of the Leased Premises which consists of (i) _____, and which comprise the Leased Premises to be acquired by the Lessor, as more particularly described below:

(See attached)

EXHIBIT B

ADDENDUM TO LEASE BETWEEN CITY OF ELKHART REDEVELOPMENT AUTHORITY, LESSOR, AND CITY OF ELKHART REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 2027, by and between City of Elkhart Redevelopment Authority (the "Lessor"), and City of Elkhart Redevelopment Commission (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of November 1, 2026 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Lease that the adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR	**LESSEE**
CITY OF ELKHART REDEVELOPMENT AUTHORITY	**CITY OF ELKHART REDEVELOPMENT COMMISSION**
_____	_____
President	President
ATTEST:	ATTEST:
_____	_____
Secretary-Treasurer	Secretary

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Thomas M. Everett

This instrument was prepared by Thomas M. Everett, Barnes & Thornburg LLP, 201 South Main Street, Suite 400, South Bend, Indiana 46601.

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to be the President and Secretary-Treasurer, respectively, of the City of Elkhart Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this _____ day of _____, 2027.

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Elkhart Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 2027.

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

Appendix I to Addendum to Lease

Adjusted Rental Schedule

Payment Date	Total Rental Payment

DMS 56245427v1

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING MCCARTER BILLING FOR G&W SERVICES

Whereas, The Commission has acquired the realty at 2306 S. Main previously referred to as the G&W site, which has environmental contamination and requires remediation, and has employed McCarter & English, LLP ("McCarter") to provide services related to the IDEM Voluntary Remediation Program and the pending appeal of the court's order dismissing the pending legal action (the "Services"); and

Whereas, the Commission has reviewed the attached McCarter billings for Services through August 31, 2026, being Invoice 9296252 for $14,272.42 and Invoice 9296251 for $15,472.05 (the "Invoices") performed in accordance with the Fee Agreement and believes it is in the best interest of the City and its inhabitants that the Invoices be approved for payment and that funds be allocated from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund (the "Consolidated TIF") to pay the Invoices and future invoices for these services as presented.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Invoices for payment in the amount of $29,744.70.

2. The Commission allocates the sum $75,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Brownfield Services Account No. 4453-5-000-4390121 to pay the Invoices and to fund future invoices as presented for Services rendered on these matters.

3. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of the Resolution.

ADOPTED BY MAJORITY VOTE THIS 13th DAY OF OCTOBER 2026.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By_____
Willie L. Brown, Secretary

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, AMENDING THE 2026 SPENDING PLAN

WHEREAS, the Commission approved and submitted to the DLGF its annual spending plan for 2026, which is subject to amendment as needed and as approved by this Commission; and

WHEREAS, the Commission deems it appropriate to make certain amendments to the 2026 Spending Plan which pertain to the Downtown Allocation Area No, 1 as set forth herein; and

WHEREAS, the Commission believes it is in the best interest of the City and its inhabitants that the 2026 Spending Plan amendments be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the following amendments to the 2026 Spending Plan pertaining to the Downtown Allocation Area No. 1 (the "Allocation Area") :

   a. The Commission increases the Allocation Area Contract Services Account No. 4445-5-000-4390912 by $946,550 which increases the current account balance to $3,446,550; and

   b. The Commission increases the Allocation Area Brownfield Services Account No. 4445-5-000-4390121 by $250,000 which increases the current account balance to $1,250,000.

2. The Officers of the Commission are hereby authorized to cause this Plan amendment to be filed with the DLGF and do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 13TH DAY OF OCTOBER 2026.

CITY OF ELKHART, REDEVELOPMENT . COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
Willie L. Brown, Secretary

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, ALLOCATING FUNDS FOR DISPOSAL OF CONTAMINATED SOIL FROM 1101 E. BEARDSLEY

Whereas, The Commission owns the property at 1101 East Beardsley Street and is involved in the study and clean-up of contamination on the site (the "Services"); and

Whereas, the Commission has received a request from the Elkhart County Landfill that it cover the cost of disposal of the contaminated soil removed from that site and trucked to the Landfill for proper disposal; and

Whereas, the Commission believes it is in the best interest of the City, the Area, and the inhabitants to approve the allocation of funds.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the payment to the Elkhart County Landfill of the costs incurred in disposing of the contaminated soils removed from the 1101 E. Beardsley site.

2. The Commission allocates the sum of Two Hundred Fifty Thousand Dollars ($250,000) from the Downtown Allocation Area No. 1 Special Fund for deposit into the Downtown Allocation Area No. 1 Brownfield Services Account No. 4445-5-000-4390121, to cover the disposal costs.

3. The Officers of the Commission are authorized to execute the Contract and do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 13TH DAY OF OCTOBER 2026.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By_____
Sandra Schreiber, President

ATTEST:

By_____
Willie L. Brown, Secretary

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CHANGE ORDER NO. 2 TO SELGE CONSTRUCTION CONTRACT FOR SERVICES ON SOUTH MAIN STREET STREETSCAPE IMPROVEMENTS AND ALLOCATING FUNDS

Whereas, the Commission has contracted with Selge Construction Co., Inc. to provide services on the South Main Street Streetscape Improvements Phase 4 project (the "Contract") and desires to amend the Contract to include installation of 3 upsized water service lines for domestic water and fire suppression purposes (the "Additional Services"), all as more fully described on the attached Change Order Request 002 (the "Change Order"); and

Whereas, the Commission previously appropriated funds in excess of the original contract price to cover contingent costs and those appropriated funds are sufficient to cover this additional cost; and

Whereas, the Additional Services are estimated to increase the original cost estimate for the Project by $55,322 and the Commission believes it is in the best interest of the City and its inhabitants to approve the Additional Services, the increase of the Total Contract Price to $3,772,552.51, and allocate $55,322.00 from the previously appropriated funds to cover the cost of the Additional Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the amendment of the Contract to provide for the Additional Services, Change Order No. 2 to the Contract and the increase of the Total Contract Price to $3,772,552.51.

2. The Commission allocates the additional sum of $55,322.00 from the proceeds of the City of Elkhart 2026 Redevelopment District Bonds (RIF Loan) to cover the cost of the Additional Services.

3. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 13th DAY OF OCTOBER 2026.

CITY OF ELKHART REDEVELOPMENT COMMISSION

By_____
Sandra Schreiber, President

ATTEST:

By_____
Willie L. Brown, Secretary

City of Elkhart
Development Services

MEMORANDUM

Date:	September 29, 2026
To:	Redevelopment Commission
From:	Jacob Wolgamood, TIF Infrastructure Project Supervisor
Subject:	S Main Streetscape, Change Order #2

Selge Construction Co., Inc. has provided a change order for work being performed on the South Main Streetscape project. This change order addresses water services requested by Garrison Fraizer for their development of the 1000 block of S Main.

In order to provide adequate water services to the development along the 1000 block of S Main St., Garrison Fraizer and their design partners have requested three upsized water service lines to provide for domestic water and fire suppression requirements. Redevelopment staff have worked with Public Works and Utilities, its consultants, and the contractor to provide a solution to satisfy this Garrison Fraizer request.

The Department of Redevelopment is requesting the approval of Change Order #2 in the amount of $55,322. Funding for this change order to come from the Residential Housing Infrastructure Assistance Program loan administered by the Indiana Finance Authority.

SELGE CONSTRUCTION
2833 S. 11th Street,
Niles, MI 49120
Phone: 269-684-0842
Fax: 269-684-0846

Change Request 002

September 24, 2026

Elkhart Redevelopment Commission
Jacob Wolgamood
229 S Second St
Elkhart, IN 46516

RE: S Main St. Streetscape Improvements Change Order Proposal:
6" Water Line Stubs for the 1000 Block Development

Dear Jacob,

Per the development plan from Fishbeck for the 1000 Block of S Main St., they are requiring 3 water lines for domestic and fire suppression into the building. It was discussed at the progress meeting on September 17, 2026 that the City desires to place the water lines as close to the location shown on the development plans as possible and all 3 lines are to be 6" inside the R/W. During the meeting, the plan shown on the attached exhibit was discussed to accommodate those locations. The pricing below reflects the labor, equipment and materials to install the work as shown in the attached exhibit for the 1000 block development.

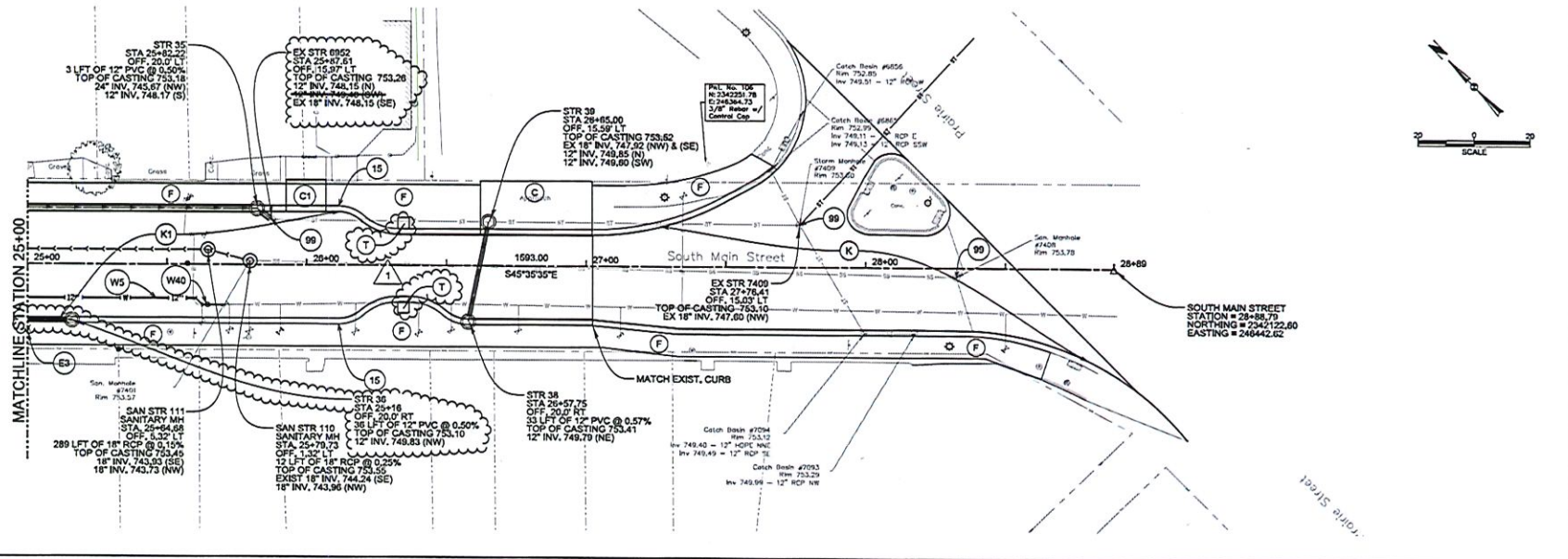
BID ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	SUB TOTAL
**17	12" Water Main Fittings	1	EA	$1,350.00	$1,350.00
CO2-1	Water Main, 6" DIP, CL 52	64	LF	$328.00	$20,992.00
CO2-2	Gate Valve & Box, 6 IN.	1	EA	$4,890.00	$4,890.00
CO2-3	6" Water Main Fittings	3	EA	$800.00	$2,400.00
CO2-4	Hydrant Assembly w/ 12"x6" Tapping Tee and Valve	1	EA	$15,950.00	$15,950.00
CO2-5	12"x6" Tapping Tee and Valve	1	EA	$8,790.00	$8,790.00
CO2-6	Hydrant Removal	1	EA	$950.00	$950.00
				TOTAL	$55,322.00
** Additional quantity of 1 EA added to bid item 17 for 12"x6" Tee					

Time Extension request: 3 additional working days.

Please feel free to contact us with any questions or concerns regarding this work. If there are none, please incorporate these pay items into the next change order.

Respectfully submitted:
Selge Construction Co., Inc.

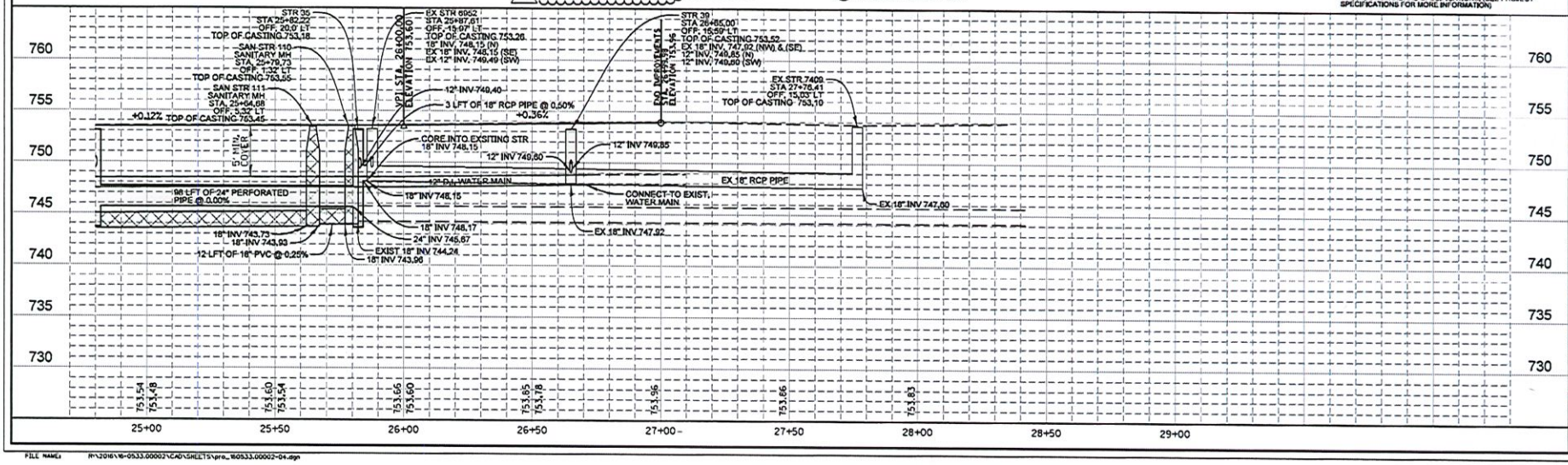
Ethan Zartman, P.E.
Project Manager



LEGEND

- (C) 6 IN PCCP FOR ADA COMPLIANT APPROACHES ON COMPACTED SUBGRADE
- (C) 9 IN PCCP FOR ADA COMPLIANT APPROACHES ON COMPACTED SUBGRADE
- (F) 4 IN ADA COMPLIANT SIDEWALK, CONCRETE ON COMPACTED SUBGRADE
- (K) 165 LB/YD2 HMA SURFACE, TYPE A
- (K1) 165 LB/YD2 HMA SURFACE, TYPE A ON 330 LB/YD2 HMA INTERMEDIATE, TYPE A ON 770 LB/YD2 HMA BASE, TYPE A ON COMPACTED SUBGRADE
- (K2) 165 LB/YD2 HMA SURFACE, TYPE A ON 220 LB/YD2 HMA INTERMEDIATE, TYPE A ON 440 LB/YD2 HMA BASE, TYPE A ON COMPACTED SUBGRADE
- (15) CURB RAMP, CONCRETE
- (13) CURB, CONCRETE
- (19) CURB & GUTTER, CONCRETE
- (24) SODDING
- (98) ADJUST CASTING
- (T) TREE (MEDIUM SIZE CLASS)
- (LS) SERVICE POINT (TESCO CABINET)
- (E) 2" CONDUIT & WIRING & 2" CONDUIT W/ PULL ROPE
- (LT) LIGHTPOLE AND FIXTURE
- (H) HANDHOLE
- (B) LIGHTED BOLLARD
- (W6) FIRE HYDRANT ASSEMBLY
- (W8) WATERMAIN, 8" DUCTILE IRON
- (W12) WATERMAIN, 12" DUCTILE IRON
- (W12) TEE, 12"x12", DUCTILE IRON
- (W12) TEE, 12"x8", DUCTILE IRON
- (W20) REDUCER, 8" x 6", DUCTILE IRON
- (W24) CAP, 8", DUCTILE IRON
- (W8) GATE VALVE, 12" DUCTILE IRON
- (W12) GATE VALVE, 8" DUCTILE IRON
- (W6) 6" LINE STOP
- (W) PROVIDE 18" MIN VERT. SEPARATION

NOTE:
CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE CITY OF ELKHART STANDARD CONSTRUCTION SPECIFICATIONS AND THE INDOT STANDARD SPECIFICATIONS. (SEE PROJECT SPECIFICATIONS FOR MORE INFORMATION)



FILE NAME: R:\2016\16-0533.00002\CAD\SHEETS\pro_160533.00002-04.dgn

PROJECT: SOUTH MAIN STREET STREETSCAPE IMPROVEMENTS, FREIGHT ST TO PRAIRIE ST

SHEET NAME: PROPOSED PLAN AND PROFILE STA 25+00 TO STA 28+89

REVISIONS:
- 6.8.26 | LJS/JGS | ADDED NOTE
- 8.19.26 | LJS/JGS | ADDED NOTE
- 9.16.26 | LJS/JGS | ADDED NOTE

Redevelopment Commission
229 S. Second St
Elkhart, IN 46516
Phone (574) 294-5471

City of Elkhart

BURKE

I HEREBY CERTIFY THAT I HAVE DESIGNED THIS PLAN AND PROFILE AND THAT IT IS APPROVE AS DESIGNED

DESIGNED: AKG, HKK, MBC
DRAWN: AKG, MBC
DATE: 9/16/2026
SHEET NO.: 13
PART NO.: 13 OF 30

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING PEACE SCULPTURE CONTRACT AND APPROPRIATING FUNDS

Whereas, The Commission has received and reviewed the attached Contract For Services (the "Contract") with Garrison Frazier Investments, Inc. for the design, creation and installation of the Love Plaza Peace Sculpture which is part of the 1000 Block mixed use project, as more fully described in the Contract (the "Services"); and

Whereas, the Commission finds that including the sculpture in the overall project will enhance, improve and further the economic development and quality of life projects and goals within the established Development and TIF Areas of the City; and

Whereas, the Commission determines that it is in the best interest of the City and its inhabitants that the Contract be approved and the funds be appropriated to cover the cost.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of Garrison Frazier at a not-to-exceed fee of $946,550.00 to perform the Services.

2. The Commission approves the form of Contract attached hereto and authorizes its execution.

3. The Commission allocates the sum of $946,550.00 from Downtown Allocation Area No. 1 Contract Services Account No. 4445-5-000-4390912 to cover the cost of the project and directs that said account be reimbursed from funding provided by the IEDC/Lilly Arts and Culture grant, the Community Foundation of Elkhart County, and private donations for the project, with any unused funds remaining upon completion of the Services to be returned to the appropriate fund.

4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 13th DAY OF OCTOBER 2026.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By_____
Sandra Schreiber, President

ATTEST:

By_____
Willie L. Brown, Secretary

CONTRACT FOR SERVICES

THIS AGREEMENT is entered into as of the 13th day of October 2026, between the City of Elkhart, Indiana, Department of Redevelopment, whose address is 229 South Second Street, Elkhart, Indiana 46516 ("**City**") and Garrison Frazier Investments, Inc., an Indiana corporation, whose address is 127 E. Michigan Street, Indianapolis, IN. 46204 ("**Contractor**").

RECITALS

A. City is interested in hiring Contractor to provide contract management and owner's representative services to coordinate the artist, design, fabrication, creation, and installation of the Love Plaza Peace Sculpture to be installed as part of the South Main Mixed Use Project in the 1000 block of South Main Street inthe City of Elkhart, all as more fully described in, and in compliance with, the Proposal attached hereto as Exhibit A (the "**Services**"); and

B. City desires to employ Contractor as an independent contractor and Contractor is willing to provide the Services required, on that basis, in accordance with the terms of this Agreement.

In consideration of the contract price and other agreements herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Employment of Contractor.** City hereby employs Contractor to perform, and Contractor agrees to perform, the Services.

2. **Contract Contingent on Financing.** This contract is contingent upon the allocation of Allocation Area TIF funds by the Elkhart Redevelopment Commission or the commitment of other financing within 90 days from the date hereof. Contractor shall not proceed with the project until receiving written notice to proceed from the city.

3. **Compensation.** City will pay Contractor for the Services performed a not-to-exceed fee of $946,550.00 (the "Fee"), payable in accordance with Section 07, Payment Schedule, of the attached Proposal.

4. **Contract Review.** Contractor shall submit to City for its review and comment all proposed contracts with Artist/Sculptor, Fabricator and other subcontractors on the project before final approval and execution by Contractor.

5. **Contract with Artist/Sculptor.** The Contractor's contract with the Artist/Sculptor shall provide that the City, as third-party beneficiary of the contract, and not the Artist/Sculptor, is the owner of the design and sculpture during its creation and upon completion, the Artist/Sculptor waives any and all ownership rights therein and specifically grants and quit claims to the City all his right, title and interest therein, including, without limitation, an irrevocable, perpetual, royalty-free license to display, photograph, video, and otherwise use the sculpture and

its images for any and all purposes City may desire, which may include, without limitation, press releases, public information, newsletters, educational materials, merchandising, marketing, commercial exploitation, advertising, website and social media content, and to provide credit to Artist for his work as and when City deems appropriate.

6. **Design Review**. City shall have the right to review all proposed designs of the sculpture and must give written approval of the final design before commencement of the work on the actual sculpture.

7. **City Inspection**. Contractor shall contact City upon reaching each milestone designated in Proposal Section 05, Project Timeline, and afford City the opportunity to inspect the work in process and shall resolve any concerns City may have thereon before moving into the next succeeding phase of the project.

8. **Independent Contractor**. Contractor shall perform as an independent contractor, and not as an agent or employee of the City. Contractor shall have no power or authority to act on behalf of the City or bind the City to any contract. Contractor shall carry adequate insurance to cover its employees, if any, and itself from any liability for injury to person or property arising from the performance of its duties, including workmen's compensation insurance for its employees, in the coverage amounts specified in Exhibit B hereto, and will provide proof of such insurance to City, on request.

9. **Taxes**. Contractor shall pay its own taxes incurred from income generated on this project, and understands that City will not withhold or pay on behalf of Contractor or any of its employees: (a) federal, state or local income taxes; or (b) any other payroll tax or social security tax, or (c) any kind of employee benefit.

10. **Indemnification**. Contractor shall indemnify and hold City harmless from and against all loss, damage, cost, or expense, including attorney fees, by reason of any claim arising as a result of Contractor's performance of its duties hereunder.

11. **Default**. If City fails to pay Contractor for its services as required herein, or Contractor fails to perform as required herein, and the defaulting party does not cure such default within 20 days of the receipt of written notice to cure, then the non-defaulting party may claim default, and terminate this Agreement. City will be responsible to pay for work actually performed by Contractor to the date of termination. In the event this contract terminates due to Contractor default, all Contractor's right, title and interest, if any, in and to the design, sculpture and work in process, and under the contract with the Artist/Sculptor, Fabricator and any other subcontractors on the project shall immediately and automatically vest in the City without further action by either party.

12. **Bankruptcy, Insolvency**. As this is a personal service contract, and City is relying on the expertise of Contractor and its ability to complete the entire scope of work, the parties agree that if an Order for Relief is entered against the Contractor under the US Bankruptcy Code, or Contractor makes an Assignment for the Benefit of Creditors, or a Receiver is appointed for Contractor, this Agreement shall terminate immediately, without further liability to Contractor,

except for payment for those Services already performed all in accordance with the Default provision herein, and City shall have the right to replace Contractor.

13. **Term**. The original term of this Contract shall begin on October 13, 2026, and terminate on June 30, 2029. Notwithstanding the above, either party may terminate this Agreement at any time during the term of this Contract by providing the other 30 days prior written notice, in which event all Services will be terminated upon the expiration of that notice period. In the event of such termination, City will pay for only those Services actually performed to the date of termination.

14. **Drug Free Workplace**. Contractor covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the City within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, termination of this contract and/or debarment of contracting opportunities with the City for up to three (3) years.

15. **Compliance with Law**. Contractor affirms that it will perform its duties hereunder in compliance with all applicable laws and regulations including its duty to not discriminate against any employee or applicant for employment relating to this contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of the employee's or applicant's race, religion, age, color, sex, disability, national origin, ancestry, status as a veteran or any other characteristic protected by federal, state or local law ("**Protected Characteristics**"). The Contractor certifies compliance with the applicable laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this contract.

16. **Certification of Compliance; Title VI**. Attached hereto as **Schedule 1** is Contractor's signed Certification of Compliance with I.C. 22-5-1.7, and receipt of Title VI Notice which are incorporated herein by reference.

17. **Notices**. Any notice required hereunder shall be given in writing, and hand delivered or sent to the business address of the other party shown above by means sufficient to show return receipt.

18. **Assignment**. This contract is not assignable.

19. **Amendment**. This contract may only be amended in writing, signed by the parties hereto.

20. **Entire Agreement**. This contract contains the entire agreement of the parties, and all prior negotiations and discussions are merged herein.

21. **Applicable Law, Blue Penciling**. This contract shall be construed in accordance

with the laws of the State of Indiana, without regard to its conflict of laws rules. The proper venue for any legal action arising hereunder shall be in a court of general jurisdiction in Elkhart County, State of Indiana. If any provision is found by a court of competent jurisdiction to be unenforceable, such provision will be deemed stricken herefrom, and the remainder of the contract shall continue in full force and effect.

22. **Counterparts**. This agreement may be executed in two or more counterparts, each of which shall be deemed an original.

23. **Non Collusion**. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor or City, directly or indirectly, has entered into any agreement to accept or receive, or been offered, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date above set forth.

CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT

By: _____
Sandra Schreiber, President

GARRISON FRAZIER INVESTMENTS, INC.

By: _____
Stephen. L. Scott, President

EXHIBIT

A

GARRISON FRAZIER

FREIGHT DISTRICT'S LOVE PLAZA on SOUTH MAIN STREET · ELKHART, INDIANA

PEACE SCULPTURE

A Three-Dimensional Tribute to Kelby Love's Peace Mural

MASTER PLAN

Fabrication, Timeline & Budget · v2.0

PREPARED FOR

Mike Huber, Director of Redevelopment City of Elkhart, IN

DATE

July 2026
Revised September 25, 2026

PREPARED BY

Garrison Frazier Development

SITE

Love Plaza, South Main Street

A concise plan for the fabrication, engineering, and installation of the 20-foot Peace Sculpture at Love Plaza — sequenced for a coordinated closeout alongside the South Main Street Apartments and Townhomes grand opening in 2028.

SECTION 01

Executive Summary

The Peace Sculpture is a 20-foot public artwork by artist John G. Moore, a three-dimensional recreation of the late Kelby Love's Peace Mural, sited at Love Plaza, an iconic new public venue anchoring Garrison Frazier's South Main Street Apartments and Townhomes development in Elkhart, Indiana. The sculpture will become the property of the City of Elkhart, IN., commissioned by the honorable Mayor Rod Roberson (hereafter "City").

The sculpture is fabricated in mild steel with a low-poly figurative form, industrial powder-coat finish, and a structurally engineered base sized to the site. Design, artist engagement, and fabricator selection begin in August 2026; fabrication, engineering, and installation are sequenced to close out in coordination with the development's grand opening in 2028.

Total Project Budget: $900,000

This is an all-in, capped figure covering the artist fee, sculpture fabrication and installation, the structurally engineered base, and Owner's contingency. There are no scaled options or open ranges in this plan — the budget below is the locked scope.

Category	Amount	% of Total
Artist Fee — John G. Moore	$188,750	21.0%
Fabrication & Installation (20-ft sculpture)	$625,000	69.4%
Structurally Engineered Base	$40,000	4.4%
Owner's Contingency	$46,250	5.1%
TOTAL PROJECT BUDGET	**$900,000**	**100%**

PM / Owner's Rep fees are procured separately, directly by Garrison Frazier, and are not drawn from the $900,000 art budget — see Section 08.

Schedule

Key decisions and artist engagement begin August 2026. The 24-month build-and-integration window runs through 2028, with fabrication and base construction sequenced so the finished sculpture can be craned in and dedicated as a coordinated closeout deliverable alongside the South Main Street Apartments and Townhomes grand opening.

Decision Sought

> *Approval to engage the artist and mobilize critical-path activities — concept finalization and fabricator RFP development — beginning OCTOBER 2026.*

SECTION 02

Honoring the Peace Mural

The Peace Sculpture translates the late Kelby Love's Peace Mural into a permanent, three-dimensional civic form. Originally painted in Elkhart as a public response to gun violence, the mural was a touchstone of the Benham Neighborhood for decades. When its host buildings were demolished, the City of Elkhart, the Love family, and the development team agreed to recreate the work at Love Plaza.

The original mural worked through four clear narrative elements, which the sculpture preserves:

- The Woman — Intervention
- The Handshake — Unity / Covenant
- The Fleeing Figures and Falling Weapons — Violence Disrupted
- The Frame — Threshold Between Conflict and Peace

The artist's tagline for the work, intended for inscription on the base:

> *"From this ground, peace rises."*

This commission carries a memorial dimension alongside its civic one — honoring Kelby Love and continuing the conversation his mural began, now scaled and made permanent for a community that knew the original.

SECTION 03

About the Artist

John G. Moore is a multifaceted artist based in Indianapolis whose work bridges traditional craftsmanship and modern fabrication technique, rooted in themes of cultural identity, social change, and community engagement. He is the artist behind Introspection, a large-scale sculpture installed at the Eskenazi Health Campus, and has exhibited at We. The Culture at Newfields, The Butter Fine Art Fair, and the 2024 NBA All-Star Exhibition.

Moore's work draws on historical symbols and modern technology — gilding, 3D modeling, and digital generative techniques — producing pieces that are both visually compelling and structurally disciplined, well suited to public-scale fabrication.

SECTION 04

About Garrison Frazier

Garrison Frazier was chosen by a competitive RFP process to be the city's preferred developer of South Main Street Apartments and Townhomes, a 210-unit mixed-use residential development in Elkhart, Indiana anchored to the north by Freight Street and to the south by Love Plaza. For the Peace Sculpture, Garrison Frazier is anticipated to serve as Project Manager and Owner's Representative, coordinating the artist, fabricator, design team, and site contractor so the sculpture's schedule and budget stay aligned with the broader development.

While the City is anticipated to hold and releases the project's Owner's Contingency, Garrison Frazier shall manage and approve fabricator and base-contractor payment milestones and shall assist the City as a retained party to the decision authority named throughout this plan.

SECTION 05

Project Timeline

From artist engagement to dedication, the Peace Sculpture moves through eight milestones across three phases — Design & Selection, Fabricate, and Install — spanning roughly 18-24 months from October 2026 to 2028. The schedule is anchored to a single strategic goal: complete the sculpture's fabrication and base construction so the finished piece can be craned in and dedicated as a coordinated closeout deliverable alongside the South Main Street Apartments and Townhomes grand opening.

Milestone	Window	Activity
Artist Engagement & Concept	October 2026	Concept model finalized; RFP development begins for fabricator selection.
Fabricator Selection	Fall 2026	RFP issued, bids reviewed, studio visits held, fabricator and base contractor engaged.
Fabrication Start	Winter 2026	Shop drawings, structural engineering stamps, and Issued-for-Construction (IFC) release for both sculpture and base.
Materials & Structure	Spring 2027	Long-lead steel procurement, cutting, primary armature fabrication; base engineering and footing design finalized.
Assembly & Finish	Summer 2027	Skin attachment, finish welding, mid-fabrication quality gate; base construction begins on site.
Quality Control	Fall 2027	Studio visit and pre-assembly inspection of all components; base substantially complete.
Logistics	Winter 2027	Crating, oversize-load permitting, and transport coordination to the Plaza site.
Installation & Dedication	2028	Crane-in, anchoring, punch list, and dedication — coordinated with the South Main Street Apartments and Townhomes grand opening.

Bi-Weekly coordination calls between the City, Garrison Frazier, the Artist and the fabricator/base contractor begin in Q4 2026 and continue through installation to keep the sculpture's schedule aligned with the development's construction calendar and grand-opening date.

SECTION 06

Project Budget

The Peace Sculpture carries a locked, all-in budget of $900,000 — inclusive of the artist fee, sculpture fabrication and installation, the structurally engineered base, and Owner's contingency. This figure is a ceiling, not a target: fabricator and base-contractor bids will be evaluated against it during RFP.

Budget Allocation

Category	Amount	% of Total
Artist Fee — John G. Moore	$188,750	21.0%
Fabrication & Installation (20-ft sculpture)	$625,000	69.4%
Structurally Engineered Base	$40,000	4.4%
Owner's Contingency	$46,250	5.1%
TOTAL PROJECT BUDGET	**$900,000**	**100%**

What Each Line Covers

- Artist Fee — design development, concept model, shop-drawing review, studio quality-control visits, and final sign-off (see Section 07 for installments).
- Fabrication & Installation — primary structure, mild-steel exterior skin, fabrication labor, finishing/powder coat, sculpture engineering, transportation, and on-site installation (crane, crew, rigging).
- Structurally Engineered Base — footing design and construction, embed templates, anchor bolts, and the visible above-grade base, including its engraved inscription.
- Owner's Contingency — held by Garrison Frazier as OR for the City; see Section 10 for release authority and risk basis.

All figures assume mild-steel construction, low-poly geometry with a disciplined part count, an industrial powder-coat finish, and standard site access without extreme crane logistics. The sculpture's final assembly form — a single welded piece or modular sections joined on site — will be determined with the selected fabricator during design development; the budget accommodates either.

SECTION 07

Payment Schedule

The project carries two contracts drawing against the $900,000 art budget — the artist fee and the fabricator contract — plus a separate structurally-engineered-base contract. All three release against milestone gates, so payment is contingent on documented progress. Final terms are set in each contract; what follows is the governing framework.

Artist Fee — $188,750

Installment	Amount	Trigger
1 of 4	$47,188 (25%)	Concept model approved
2 of 4	$47,188 (25%)	Construction documents complete and fabricator engaged
3 of 4	$47,187 (25%)	Assembly & Finish complete — skin and finish approved at the studio
4 of 4	$47,187 (25%)	Final sign-off, post-installation

Fabricator Contract — $625,000

Payment	% / Amount	Trigger
Mobilization	30% — $187,500	Contract execution; secures materials and shop schedule
Mid-Fabrication	30% — $187,500	Primary structure complete; shop inspection passed
Pre-Delivery	30% — $187,500	Final fabrication and finishing complete; pre-shipment inspection
Final	10% — $62,500	Installation complete and sign-off received

The 10% final holdback protects against punch-list items and finish defects discovered post-installation. A material price-escalation clause (capped at 5%) should be negotiated into the mobilization payment to lock in long-lead mild-steel pricing.

Structurally Engineered Base Contract — $40,000

Payment	% / Amount	Trigger
Design & Mobilization	50% — $20,000	Contract execution
Construction & Completion	50% — $20,000	Stamped foundation drawings issued; Base construction complete and inspected

SECTION 08

PM / Owner's Rep Fee

The PM / Owner's Rep fee is procured directly by the Owner (City of Elkhart) and is not part of the $900,000 art budget. It is calculated against Total Development Cost (TDC) hard costs only — the Fabrication & Installation and Structurally Engineered Base lines — and excludes the artist fee and contingency, which are not hard construction costs.

Basis	Amount
Fabrication & Installation	$625,000
Structurally Engineered Base	$40,000
TDC Hard Cost Basis	$665,000
PM / Owner's Rep Fee (7% of TDC hard costs)	$46,550

This fee is shown here for transparency but is procured, budgeted, and paid by Owner outside this plan's $900,000 cap — it does not draw against the artist fee, fabrication budget, base budget, or Owner's contingency.

Owner's Rep Fee — $46,550

Installment	Amount	Trigger
1 of 4	$11,638 (25%)	Concept model approved
2 of 4	$11,638 (25%)	Construction documents complete and fabricator engaged
3 of 4	$11,638 (25%)	Assembly & Finish complete — skin and finish approved at the studio
4 of 4	$11,638 (25%)	Final sign-off, post-Installation

SECTION 09

Fabricator Selection

Selecting the right fabricator is the highest-leverage decision in the project. Fabrication labor alone represents roughly a quarter to a third of the fabrication budget, and the fabricator's craft, capacity, and reliability directly determine schedule, quality, and final cost. Garrison Frazier and the Artist vetted regional and national fabricators based on the following criteria.

Evaluation Criteria

Criterion	Weight	What It Measures
Relevant experience	25%	Track record on public art at comparable scale, material, and complexity
Cost	20%	Total bid against the $625,000 fabrication budget
Schedule confidence	15%	Realism of proposed schedule and demonstrated shop capacity
Craft quality	15%	Portfolio review and direct evidence from the studio visit
Engineering rigor	15%	Internal engineering capability or named engineer-of-record
Logistics & Install	10%	Experience with oversized transport, crane installation, and on-site coordination

The fabricator recommendation is made jointly by the artist and Garrison Frazier - Owner's Rep, with final approval by the City.

Our recommendation contemplates Ignition Arts (Indianapolis) and RBHU Engineering (Berkeley) as the selected fabricator. They are a known fabrication-and-engineering team with prior experience working on the artist's low-poly figurative geometry and mild-steel construction approach and are poised to mobilize upon notice.

SECTION 10

Risk Management & Contingency

The $46,250 Owner's Contingency (5.1% of total budget, roughly 7% of TDC hard costs) is not a buffer against unspecified surprises — it is a deliberate reserve against a defined set of risks that Garrison Frazier tracks throughout the project.

Risk	Likelihood	Impact	Mitigation
Material price escalation (mild steel)	Moderate–High	$10K–$30K	Long-lead procurement in early 2027 locks in pricing; 5% escalation cap in fabricator contract.
Fabricator change orders	Moderate	$5K–$25K	Detailed shop and IFC drawings minimize ambiguity; change orders route through the Owner's Rep.
Transport overruns (oversize permits, route survey)	Low–Moderate	$5K–$15K	Permit research and route survey conducted during the Logistics phase, ahead of crating.
Install-window weather delay	Low	$5K–$20K	Install scheduled with a two-week primary window; crane and crew held for a backup window.
Grand-opening schedule slippage	Moderate	Schedule impact; limited budget impact	Weekly coordination calls between Garrison Frazier and the fabricator/base contractor begin Q4 2026.
Finish failure or punch-list defects	Low	$2K–$10K	10% fabricator holdback released only at sign-off; pre-delivery inspection at the shop.

Contingency Use Authority

Contingency funds are drawn at contract execution and held by Garrison Frazier. Funds released only upon documented need and reported to the City on a monthly basis:

- Releases under $5,000 — approved directly by Garrison Frazier.
- Releases of $5,000–$25,000 — require ownership notification.
- Releases above $25,000 — require written ownership approval.

Any unspent contingency shall revert to the City at project closeout.

SECTION 11

Glossary

Anchor Bolts | Heavy-duty bolts cast into concrete footings that the sculpture is later bolted onto; delivered by the fabricator before footings are poured.

Armature | The internal structural skeleton of the sculpture (welded steel) onto which the exterior skin is attached.

Change Order | A documented modification to the fabricator's scope, schedule, or price after contract execution, routed through the Owner's Rep.

Engineer of Record (EOR) | The licensed structural engineer who stamps the sculpture's drawings and accepts responsibility for its structural integrity.

Holdback | A portion of contract value (typically 10%) withheld until final sign-off, protecting against post-installation punch-list items.

IFC Drawings | Issued-for-Construction drawings — final, approved drawings released to the field once design is locked.

Long-Lead Items | Materials with extended manufacturing or shipping timelines (steel plate, structural steel, fasteners, finish components) that must be ordered well ahead of shop need.

Low-Poly Geometry | A faceted, planar sculptural form, distinct from smooth curvature, that influences fabrication complexity and cost.

Mobilization Payment | The initial payment to the fabricator at contract execution, typically 30%, funding material orders and shop scheduling.

Owner | The City of Elkhart ultimate authority over vendors, budgets, and public/philanthropic interests.

Owner's Representative | The project manager retained by City of Elkhart to coordinate vendors, manage budget, and protect ownership's interests.

Punch List | The final list of small defects and corrections identified at the end of installation that the fabricator must resolve before final payment.

TDC (Total Development Cost) | The hard construction costs of the project — here, Fabrication & Installation plus the Structurally Engineered Base — used as the basis for the PM/Owner's Rep fee.

SECTION A

Appendix — Detailed Milestone Reference

The full milestone-by-milestone reference for the build-and-integrate window, coordinated against the South Main Street Apartments and Townhomes construction and grand-opening calendar.

Milestone	Date	Art Project Task	Development Alignment
Project Start	Oct. 2026	Artist engagement; concept model finalized.	Coordination with development site plan begins.
Fabricator RFP	Completed	RFP issued; bids reviewed; fabricator and base contractor selected.	Utility tie-ins (power/water) confirmed for the Plaza.
Fabrication Start	Winter 2026	Shop drawings, structural stamps, IFC release.	Development IFC drawings issued.
Materials & Structure	Spring 2027	Long-lead steel procurement; primary structure and base engineering.	Site earthwork and utilities progress.
Assembly & Finish	Summer 2027	Skin welding, finishing; mid-fab QA; base construction begins.	Site hardscaping installed around the sculpture footprint.
Quality Control	Fall 2027	Studio visit; pre-assembly inspection; base substantially complete.	Plaza structures (seating, lighting) take shape.
Logistics	Winter 2027	Crating; oversize-load permits; transport coordination.	Final paving and landscaping prep.
Installation & Dedication	2028	Crane-in, anchoring, punch list (1–2 weeks).	South Main Street Apartments and Townhomes Grand Opening.

Strategic goal: complete the sculpture's fabrication and base construction during the development's 2027 build window, so the finished piece can be dropped into a fully prepared site just before the grand opening.



Insurance

Insurance

A. The limits of liability for the insurance required by paragraph 8.1 of the Agreement for Consultant are as follows:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
a. Each Accident	$1,000,000
b. Disease, Policy Limit:	$1,000,000
c. Disease, Each Employee:	$1,000,000
3. Commercial General Liability --	
a. Each Occurrence:	$1,000,000
b. General Aggregate:	$2,000,000
c. Products/Completed Operations:	$1,000,000
d. Personal and Advertising	$1,000,000
e. Contractual Liability--	
Each Occurrence:	$1,000,000
General Aggregate	$2,000,000
4. Contractual Liability--	
a. Each Occurrence:	$1,000,000
b. General Aggregate	$2,000,000
5. Excess Umbrella Liability --	
a. Each Occurrence:	$5,000,000
b. General Aggregate:	$5,000,000
6. Business Automobile Liability --	
a. Bodily Injury –Each Accident:	$1,000,000
b. Property Damage –Each Accident:	$1,000,000
7. Professional Liability Insurance	
a. Each Claim Made:	$1,000,000
b. Annual Aggregate:	$1,000,000

SCHEDULE 1

AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

I, _____, being first duly sworn, depose and say that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.

2. I am now and at all times relevant herein have been employed by _____("Vendor") in the position of _____.

3. I am familiar with the employment policies, practices, and procedures of _____ and have the authority to act on behalf of _____.

4. _____ is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "A" and incorporated herein.

5. _____ does not knowingly employ any unauthorized aliens.

6. To the best of my information and belief, _____ does not currently employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

I swear and affirm under the penalties for perjury that the foregoing statements and representations are true and accurate to the best of my knowledge and belief. .

EXECUTED on the _____day of _____, 20___.

_____

Printed:_____

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

On behalf of _____, I certify that pursuant to Indiana Code 5-22-16.5 *et seq.*, _____ is not now engaged in investment activities in Iran. I understand that providing a false certification could result in the fines, penalties, and civil action listed in Indiana Code 5-22-16.5-14.

_____

Printed: _____

City of Elkhart, Indiana
the city with a heart

Title VI Notice

Title VI Policy

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

The Title VI Coordinator is:

Title VI Coordinator
City of Elkhart
229 S 2nd Street
Elkhart, Indiana 46516

Voice: (574) 294-5471
Fax: (574) 293-7658
TDD: (574) 389-0198
Email: titlevicoordinator@coei.org

Acceptance by Vendor

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

_____

Signed

_____

Printed Name

_____

Dated

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF CONSULTANT TO ASSIST IN REPLANNING OF REDEVELOPMENT AREAS AND ALLOCATING FUNDS

Whereas, The Commission has received development proposals or expressions of interest for the potential acquisition and redevelopment of parcels of property in the Technology Park Redevelopment Area and the Elkhart Aeroplex Business Park Economic Development Area for data center use and desires to employ enFocus, Inc. to assist in the review, evaluation and clarification of issues surrounding such use in those areas to assist in the planning and replanning of those Areas (the " Services"), as set forth in the proposed Standard Form of Agreement for Professional Services attached hereto (the "Contract"); and

Whereas, the Commission has reviewed the proposed Contract and scope of services and believes it is in the best interest of the City and its inhabitants that enFocus, Inc. be employed to perform the Services and the funds be appropriated to cover the cost.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of enFocus, Inc. to perform the Services at a not-to-exceed fee of $45,000.00.

2. The Commission approves the form of Contract attached hereto and authorizes its execution.

3. The Commission allocates the sum of $22,500. 00 from the Technology Park Redevelopment Area Allocation Area Special Fund Account No._____ and $22,500.00 from the Elkhart Aeroplex Business Park Economic Development Area Allocation Area Special Fund Account No._____ to cover the cost of the Services.

4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 13th DAY OF OCTOBER 2026.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By_____
Sandra Schreiber, President

ATTEST:

By_____
Willie L. Brown, Secretary

CITY OF ELKHART, INDIANA

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES (Edition 2020)

THIS IS AN AGREEMENT effective as of October 15, 2026 to July 15, 2027 ("Effective Date") between the **City of Elkhart, Indiana, Department of Redevelopment** ("City") and **enFocus, Inc.** ("Consultant").

For the following Project: enFocus efforts to support the Exploratory Landscape Review of Data Centers ("Project").

City and Consultant agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 *Scope*

A. Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – CITY'S RESPONSIBILITIES

2.01 *General*

A. City shall pay Consultant as set forth in Exhibit A.

B. City shall make available to Consultant reports, studies, regulatory decisions, programs, instructions, data, and other written information relating to the Services. Consultant may rely upon said documents without independent verification unless advised by the City that verification may be needed.

ARTICLE 3 –SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Consultant shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Time for Completion*

A. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Consultant's fees as set forth in this Agreement are conditioned upon the completion of all Documents no later than April 15, 2026.

B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, shall be extended for the period of such delay or City shall authorize Consultant to work overtime to make up such lost time, and Consultant's compensation shall be adjusted equitably.

C. If, through no fault of City, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services are impaired, or Consultant's services are delayed by reason of any error, inconsistency or omission of Consultant, Consultant shall compensate City for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay, but only to the extent such costs, expenses, liabilities or damages exceed ten percent (10%), in the aggregate of Consultant's compensation. In addition, Consultant shall provide all necessary services at its own cost, including any overtime costs and expenses, required to make up time lost to City because of such delay.

D. If City authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be mutually agreed upon by the parties.

E. City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices.* Consultant shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to City. Consultant shall submit its invoices to City no more than once per month along with reasonable supporting detail. City shall pay approved amounts no later than 40 days after receipt or as City's standard practices allow.

4.02 *Payments*

A. Should Consultant or its consultants fail to perform or otherwise be in default under the terms of this Agreement, City shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the City from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

B. Consultant's expense records shall be maintained in accordance with generally acceptable accounting principles and shall be available to City at mutually convenient times for all services to be compensated on the basis of actual cost.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 *Standards of Performance*

A. The standard of care for all professional Consultants and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible to City for the costs of any errors or omissions of the Consultant or of consultants retained by Consultant.

B. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in City-furnished information.

C. Consultant and City shall comply with applicable Laws and Regulations. Consultant shall comply with City-mandated standards that City has provided to Consultant in writing.

D. Upon the Project Champion's signature acknowledging that project deliverables meet the City's stated requirements, Consultant shall be released from further liability related to the adequacy, sufficiency, or performance of the deliverable. This release shall not apply in cases of gross negligence, willful misconduct, or fraud on the part of the Consultant.

ARTICLE 6 – USE OF DOCUMENTS

6.01 *Use of Documents*

A. Upon the making of final payment to Consultant, City shall receive ownership of the property rights of all of the documents prepared, provided or procured by Consultant. All documents prepared, provided or procured by Consultant shall be distributed to City. All documents, whether printed or electronic media format, shall be provided to City at any time upon the City's request. If this Agreement is terminated, City shall receive ownership of the property rights of the documents upon payment for all services rendered according to this Agreement, at which time, City shall have the right to use, to reproduce, and to make derivative works of the documents.

B. City may use, reproduce or make derivative works from the documents other projects without the prior authorization of Consultant.

C. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

D. The Consultant may not use the information gathered or the Documents created for this Project at the City's expense without the written consent of the City.

6.02 *Insurance*

A. Before commencing its services and as a condition of payment, Consultant shall procure and maintain professional liability insurance as set forth in Exhibit D, which will protect it from claims arising out of the performance of its services under this Agreement, whether such services are provided by Consultant or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable.

B. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Consultant for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Consultant. The deductible shall be paid by Consultant.

C. Consultant shall deliver to City a copy of its Professional Liability policy. Such policy shall be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Agreement. No policy shall be cancelled or modified without thirty (30) days prior written notice to City. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. Consultant and its Professional Liability insurance carrier shall notify City within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. City shall have the right to notify directly Consultant's Professional Liability insurance carrier of a claim against the policy.

6.03 *Suspension and Termination*

A. *Suspension.*

1. By City: City may suspend the Project upon seven days written notice to Consultant.

2. By Consultant: If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving seven days written notice to City, suspend services under this Agreement.

B. *Termination.*

1. The obligation to provide further services under this Agreement may be terminated for cause, by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

2. The obligation to provide further services under this Agreement may be terminated by Consultant upon seven days written notice if City demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or upon seven days written notice if the Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

3. The obligation to provide further services under this Agreement may be terminated for convenience, by City effective upon Consultant's receipt of notice from City.

C. *Effective Date of Termination*. The terminating party under Paragraph 6.03B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to demobilize personnel, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments upon Termination. In the event of any termination under Paragraph 6.03, Consultant will be entitled to invoice City and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

E. *Delivery of Project Materials to City.* Prior to the effective date of termination, the Consultant will deliver to City copies of all completed documents and other Project materials for which City has compensated Consultant.

6.05 *Controlling Law*

A. This Agreement shall be governed by the law of the State of Indiana.

6.06 *Successors, Assigns, and Beneficiaries*

A. City and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of City and Consultant (and to the extent permitted by Paragraph 6.06B the assigns of City and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither City nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Consultant to any other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

6.07 *Dispute Resolution*

A. City and Consultant agree to make a good-faith effort to resolve any claim, dispute or other matter in question arising out of or related to this Agreement by formal negotiation between authorized representatives of each party. Formal negotiations shall take place at a mutually acceptable time and place within fifteen (15) days of notice. Formal negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.

B. All applicable statutes of limitation and defenses based on the passage of time shall be tolled during the formal negotiation process.

C. Any changes to the Agreement resulting from formal negotiation shall be incorporated into the Agreement by addendum.

D. Any claims not resolved through formal negotiation may be subject to litigation at the discretion of the aggrieved party.

6.08 *Indemnification by Consultant*

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, and City's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of contractors, Consultants, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, death, or to damage to or destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or Consultants.

7.01 *Conflict of Interest*

A. The Consultant acknowledges and agrees that it does not have a current conflict of interest with the City and will not have a conflict of interest with the City during the term of this Agreement, regardless of whether that conflict of interest is real or perceived.

B. The City, in its sole discretion, may waive a conflict of interest if the Consultant notifies the City of the conflict and fully discloses the nature of the conflict before the effective date of this Agreement.

C. If the Consultant fails to disclose a conflict of interest before the effective date of this Agreement, the City may terminate this Agreement.

D. If the Consultant disputes the determination of the City's designated representative that the Consultant has a conflict of interest, the Consultant may appeal the designated representative's determination to the City of Elkhart Redevelopment Commission. Redevelopment Commission's decision on the matter shall be final.

7.02 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of final payment.

F. The provisions of this Agreement shall be construed according to the laws of the State of Indiana. Any action arising under this Agreement shall be brought in the Federal District

Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.

ARTICLE 8 – E-VERIFY REQUIREMENT

8.01 *Terms*

All terms defined in I.C. § 22-5-1.7 *et seq.* are adopted and incorporated into this section.

8.02 *Enrollment and Participation*

A. Pursuant to I.C. § 22-5-1.7 et seq., Consultant shall enroll in and verify the work-eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

B. Consultant shall provide City with documentation that it is enrolled and participating in the E-Verify program.

8.03 *Affidavit*

A. Consultant is required to execute an affidavit affirming that: (i) it is enrolled and participating in the E-verify program, and (ii) it does not knowingly employ any unauthorized aliens.

B. This Agreement shall not take effect until said affidavit is signed by Consultant and delivered to City along with the documentation of the E-Verify program enrollment and participation.

8.04 *Subcontractors*

A. Should Consultant subcontract for the performance of any work under this Agreement, the Consultant shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor is enrolled and participating in the E-verify program.

B. Consultant shall maintain a copy of such certification for the duration of the term of any subcontract.

C. Consultant shall also deliver a copy of the subcontractor certification to the City within seven days of the effective date of the subcontract.

8.05 *Employment of Unauthorized Aliens*

A. If Consultant, or any subcontractor of Consultant, knowingly employs or contracts with any unauthorized alien, or retains an employee or contract with a person that the Consultant

or subcontractor subsequently learns is an unauthorized alien, Consultant shall terminate the employment of or contract with the unauthorized alien within thirty (30) days.

B. Should the Consultant or any subcontractor of Consultant fail to terminate the employment of, or contract with, the unauthorized alien within thirty (30) days, City has the right to terminate this Agreement without consequence.

8.06 *When E-Verify is not Required*

A. The E-Verify program requirements of this Agreement will not apply should the E-Verify program cease to exist.

ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS

9.01 *Exhibits Included*

A. Exhibit A, "Consultant's Services," consisting of seven (7) page(s).
B. Exhibit B, "Insurance," consisting of one (1) page.
C. Exhibit C, "Affidavit of E-Verify Enrollment and Participation" consisting of one page.
D. Exhibit D, "Certification Statement Regarding Investments in Iran," consisting of one (1) page.
E. Exhibit E, "Title VI Notice," consisting of two (2) pages.

9.02 *Total Agreement*

A. This Agreement constitutes the entire agreement between City and Consultant for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument.

9.03 *Designated Representatives*

A. With the execution of this Agreement, Consultant and City shall designate specific individuals to act as Consultant's and City's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of City under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

9.04 *Suspension and Debarment*

A. Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state department or agency. Consultant will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this transaction by any state department or agency. Necessary certification forms shall be provided by the City.

9.05 *Investments in Iran*

A. The Consultant shall sign a certification statement regarding investments in Iran, and said statement is incorporated herein.

9.06 *Title VI Notice*

A. The Consultant shall sign an acceptance certification statement regarding Title VI notification and compliance with the City of Elkhart's Title VI Policy during the duration of this agreement, and said statement is incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY: City of Elkhart, Indiana, Department of Redevelopment		CONSULTANT: EnFocus, Inc.
By:	Sandra Schreiber	By: Gillian Shaw
Title:	President for Elkhart Redevelopment Commission	Title: VP of Projects
Date Signed:	10/13/2026	Date Signed:
Attest:		Consultant License or Certification No.:
Clerk		State of:
Address for giving notices:		**Address for giving notices:**
City of Elkhart, Department of Redevelopment		enFocus
229 S. Second Street		635 S Lafayette Blvd., Suite 105
Elkhart, Indiana 46516		South Bend, IN 46601

	Designated Representative:		**Designated Representative:** Gillian Shaw
Title:		Title:	VP of Projects
Phone Number:		Phone Number:	732-927-3889
Facsimile Number:		Facsimile Number:	
E-Mail Address:		E-Mail Address:	g.shaw@en-focus.org

This is **EXHIBIT A**, consisting of 7 pages, referred to in and part of the
Agreement between City and Consultant for Professional Services

Consultant's Services

Exhibit A: enFocus Project Summary

Exploratory Landscape Review of Data Centers

Background and Community Need

The rapid expansion of data center infrastructure, specifically in states like Michigan, Wisconsin, and Virginia, has outpaced traditional, predictable business environments. As market demand for high-density AI computing accelerates, so does the demand for power and cooling. Simply, this innovation breakthrough requires greater infrastructure than traditional industry has needed. Rapid market expansion has surfaced technical friction points, noise, water utilization, thermal discharge, energy generation, and grid load. Done right, this growth is also an opportunity: modernized grids, expanded energy capacity, and upgraded utility infrastructure can benefit surrounding communities well beyond the data center itself, while new municipal partnerships and tax revenue can support local services, schools, and infrastructure improvements for years to come.

This project intends to provide a synthesis of information across these factors, including case studies both nationally and internationally on lessons learned. The proposed project serves as a current state review and strategic triage. By identifying the technical and economic realities of the modern data center, we can shift from the mentality from market-shift reaction to a proactive strategy development that secures a local economy's competitive advantage.

The City of Elkhart City Council has unanimously approved a temporary moratorium on data centers as of August 28, 2026 (see Exhibit B). This project is to ensure capacity for the Development Services Department in terms of research and coordination of a task force to study potential impacts and determine next steps thoughtfully.

Project Objective

The objective of this project is to provide a synthesis of information on the data center conversation, learn from appropriate case studies and support City of Elkhart staff as they undertake the requirements of the temporary data center moratorium.

Preliminary Project Scope & Approach

This initial project will consist of a literature review listed below. By starting with a limited review project, leaders in Elkhart will be appropriately informed on the landscape of data centers. The City is already engaged with BESS and electricity utility providers.

Then with the research available from Phase 1, the Development Services team will set up a Working Group to share findings and iterate on knowledge related to data centers. The enFocus team will support in the coordination of this Working Group, including supporting

meeting agendas, preparing meeting materials, keeping meeting minutes, and reporting for City staff

Please refer to the project timeline below for a more specific projection of resource deployment:

- **Phase 1**: Market Intelligence Baseline
- **Phase 2**: Coordination of Working Group

Phase 1: Market Intelligence Baseline

Key Activities

- Perform a strategic literature audit: Review and synthesize existing reports from international, national, and state level organizations. Identify any critical intelligence gaps. Reports may be from the DOE, BLS, Michigan EDC, Virginia EDC, and more.
- Identify and segment findings by general facility use and scale, as risk profiles (power draw, water use, noise, community footprint) differ substantially by tier
    - Small-scale (approx. 5K-20K sq ft)
    - mid-size and (20K-100K sq ft)
    - hyperscale (100K-1M+ sq ft)
- Identify and facilitate interviews appropriate 1-2 subject matter experts (SMEs) on the following topics:
    - Energy infrastructure (moratorium points 1 and 3)
    - Data Center: Cooling (moratorium point 2)
    - Fire and safety (moratorium points 4), beyond engaged BESS partners, if appropriate
    - Environmental engineering (moratorium points 5 and 6)
- Coordinate and collaborate with Public Works department to identify current capacity within the City of Elkhart related to electricity, water and other resources with available development sites (within City limits and County limits)
- Perform case study review aligned with points 7 and 8 in the moratorium: Identify and review case studies of high data center adoption, such as Finland, TX, WI, and VA. Case studies will seek to learn:
    - Community demographics
    - Initial "deal" structure between government agencies and data centers
    - Observed technical hurdles, if any, particularly for power or internet
    - Community engagement
    - Community investment successes & challenges
    - Timing and transparency of end-user disclosure relative to the public approval process
    - Return on investment
    - Lessons learned on: deal structure, construction management, stakeholder management, maintenance, regulatory evolution
- Synthesis of key risk areas to data center adoption and where possible, identification of market best practice. Such as:

- A key risk area to data center adoption is noise impact. Best practice indicates that industrial decibel level should be 56 decibels.

Deliverables:

- Definitions list
- Identification of SMEs (particularly for points 2, 4, 5, 6 in the City of Elkhart moratorium)
- Identification of current state of usage of electricity, water and internet or other sources and impact of changes
- Market baseline intelligence with case studies and community engagement summary

Phase 2: Coordination of Working Group

- Support Development Services staff in establishing Working Group membership, cadence, and scope of authority, aligned with the moratorium's Study Work Plan timeline
- Coordinate meeting logistics (scheduling, invitations, attendance)
- Draft and distribute meeting agendas, routed for City staff review before distribution
- Prepare meeting materials, translating Phase 1 findings into briefing documents and discussion prompts and scenarios for the Working Group to provide feedback on
- Support facilitation of Working Group sessions, if appropriate
- Keep meeting minutes and maintain a running action item/open-question log
- Report progress and emerging risk areas to City staff on a periodic basis

Deliverables:

- Working Group structure (membership, cadence, scope)
- Meeting agendas and briefing materials
- Meeting minutes and action item log
- Periodic progress reports to City staff

Use of Deliverable

This report is intended as a foundational, educational literature synthesis in service of the City of Elkhart Leadership. The deliverables intend to Elkhart leadership, particularly staff and elected officials at City of Elkhart staff, Elkhart County staff, Economic Development Corporation of Elkhart County, Greater Elkhart Chamber of Commerce. The deliverable report will be whitelabeled when shared.

The deliverable should not be represented as an exhaustive risk assessment, a determination of suitability for any specific proposed project, or the sole evidentiary basis for public communications regarding data center development in Elkhart or surrounding areas. Any broader public distribution beyond the listed organizations use is subject to a joint written go/no-go decision between the Sponsor and enFocus at the close of this project.

Project Timeline/Cost

enFocus will devote one Fellow, Project Manager and Civic Project Director to this engagement for oversight and completion of deliverables, dedicating two (2) days a week in total, from October 15, 2026 through July 15, 2027. The City of Elkhart is committed to this arrangement of team allocation to support above outlined project activities at $45,000. The City of Elkhart will be invoiced beginning November 1, 2026 each month for $5,000 each, with the final invoice issued July 1, 2027.

	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	June 2027
Phase 1. Data Center Review									
Definitions									
Case Study Review									
Identify SMEs facilitate interviews									
Findings summary									
Phase 2.Support Working Group									
Define working group									
Meeting logistics coordination and meeting preparation									
Reporting for City Staff									

Team and Resources

enFocus will be taking a team approach to completing this project. An Innovation Fellow and Project Manager will be assigned to this project. Additionally, enFocus's Civic Project Director will provide oversight and advice to the team.

Sponsor Project Champion:

- Mike Huber, Director of Development Services and any other City stuff as appropriate. The Project Champion will be responsible for determining when milestones have been completed and will play a role in managing the engagement and execution.

Communications Management Plan

To ensure seamless communication throughout the project, enFocus proposes that communications be carried out as detailed below:

- Agile communication: As necessary, Project Lead will communicate with Mike Huber via email, telephone communications, and update meetings.
- Deliverable validation: Meeting at the completion of each project phase to review deliverables.

Project Updates and Communication

Regular, recurring project update meetings near the middle of each project milestone establishes an effective communication strategy to set expectations for all relevant teams and to align resources accordingly. During these meetings the Sponsor Project Champion will be briefed on project status and any required amendments to project deliverables or timeline.

Pivots

enFocus places value on our entrepreneurial focus and approach to projects. We have had historical success for sponsors when we reserve the option to initiate conversation with the sponsor for a project pivot when we see a better path or opportunity to pursue that can lead to greater success. This is not meant to negate the project responsibility of enFocus, but rather to create a scenario that will produce the most valued outcome for all parties. enFocus and the sponsor will agree to any project pivot(s) in advance.

Exhibit B: City of Elkhart Moratorium

The Plan Commission and Planning & Zoning Staff, together with the Department of Economic Development Staff and Department of Public Works and Utilities Staff are directed to undertake and complete the following studies, analyses, and coordination tasks:

(1) Electrical Grid Capacity & Reliability: Assess feeder and substation capacity; interconnection constraints; peak demand implications; backup generation impacts; and coordination protocols with electric utilities and the Indiana Utility Regulatory Commission, as appropriate.
(2) Water Resources & Wastewater: Evaluate cooling-water demand scenarios; potential significant water withdrawals; groundwater and aquifer impacts; surface water sourcing; wastewater loads; and compliance frameworks for conservation and reuse.
(3) Air Quality, Noise & Vibration: Characterize emissions from backup generators and auxiliary equipment; establish baselines and thresholds; evaluate continuous and episodic noise/vibration profiles and mitigation techniques.
(4) Fire & Life Safety (BESS): Review best practices for BESS safety (including thermal runaway, gas management, separation distances, detection/suppression systems, fire department access, and post-incident recovery); assess training, equipment, and pre-incident planning needs for local responders.
(5) Traffic & Site Operations: Assess freight and service traffic, queuing, delivery cycles for fuel and equipment, and on-site operational safety.
(6) Siting Standards & Buffers: Consider appropriate district placement, setbacks and separations from sensitive uses, landscape and screening, lighting/glare controls, heat rejection controls, and noise envelopes.
(7) Sustainability & Resilience: Explore energy-efficiency benchmarks; waste-heat recovery strategies; water conservation (including alternative cooling technologies); and resilience planning for extreme weather.
(8) Economic & Community Impacts: Evaluate tax base, employment profiles, emergency services costs, infrastructure upgrades, and long-term community benefits and burdens.
(b) Deliverables & Timeline. Staff shall develop and present to the Plan Commission and Council:
(1) A Study Work Plan within 60 days of the effective date; and
(2) A set of draft standards and recommended UDO text within 180 days , or at such time as practical given the complexity of analyses and interagency coordination.

(c) Public Engagement. The Plan Commission and Staff shall provide public opportunities for input and comment during the study process, including at least one public workshop prior to forwarding recommended standards.

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the
Agreement between City and Consultant for Professional Services

Insurance

Insurance

A. The limits of liability for the insurance required by paragraph 6.02 of the Agreement for Consultant are as follows:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
a. Each Accident	$1,000,000
b. Disease, Policy Limit:	$1,000,000
c. Disease, Each Employee:	$1,000,000
3. Commercial General Liability --	
a. Each Occurrence:	$1,000,000
b. General Aggregate:	$2,000,000
c. Products/Completed Operations:	$1,000,000
d. Personal and Advertising	$1,000,000
e. Contractual Liability--	
Each Occurrence:	$1,000,000
General Aggregate	$2,000,000
4. Contractual Liability--	
a. Each Occurrence:	$1,000,000
b. General Aggregate	$2,000,000
5. Excess Umbrella Liability --	
a. Each Occurrence:	$5,000,000
b. General Aggregate:	$5,000,000
6. Business Automobile Liability --	
a. Bodily Injury –Each Accident:	$1,000,000
b. Property Damage –Each Accident:	$1,000,000
7. Professional Liability Insurance	
a. Each Claim Made:	$1,000,000
b. Annual Aggregate:	$1,000,000

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the
Agreement between City and Consultant for Professional Services

AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

I, _____, being first duly sworn, depose and say that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.

2. I am now and at all times relevant herein have been employed by _____ ("Consultant")in the position of _____.

3. I am familiar with the employment policies, practices, and procedures of Consultant and have the authority to act on behalf of the Consultant.

4. Consultant is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "A" and incorporated herein.

5. Consultant does not knowingly employ any unauthorized aliens.

6. To the best of my information and belief, the Consultant does not currently employ any unauthorized aliens.

I swear and affirm under the penalties for perjury that the foregoing statements and representations are true and accurate to the best of my knowledge and belief.

EXECUTED on the _____day of _____, 20___.

_____

Printed:_____

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the
Agreement between City and Consultant for Professional Services

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

I, _____, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.

2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED THIS _____ DAY OF _____, 20___.

_____

Printed:_____

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the
Agreement between City and Consultant for Professional Services

City *of* Elkhart, Indiana
the city with a heart

Title VI Notice

Title VI Policy

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

The Title VI Coordinator is:

Title VI Coordinator
City of Elkhart
229 S 2nd Street
Elkhart, Indiana 46516

Voice: (574) 294-5471
Fax: (574) 293-7658
TDD: (574) 389-0198
Email: titlevicoordinator@coei.org

Acceptance by Consultant

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

Signed

Printed Name

Dated

The City of Elkhart Title VI Policy may be accessed here:

https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING AMENDMENT TO WOODLAND CROSSING OPERATIONS BUDGET FOR CALENDAR YEAR 2026

Whereas, the Woodland Crossing Operations Budget for calendar year 2026 needs amended to transfer $9000 from the Rent Revenue Account to the Professional Services Account to fund Cressy Commercial Real Estate property management services through December 31, 2026 (the " Amendment"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Amendment to the 2026 Woodland Crossing Operations Budget be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Amendment.

2. The Commission requests the Controller decrease the Incode budget for the Woodland Crossing Rent Revenue Account GL 2560-4-000-3620000 by $9,000.00 and appropriates said sum to increase the Woodland Crossing Professional Services Account GL 2560-5-000-4310400 by $9,000.00.

3. The Officers and staff of the Commission are authorized to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 13TH DAY OF OCTOBER 2026.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By_____
Sandra Schreiber, President

ATTEST:

By_____
Willie L. Brown, Secretary

City of Elkhart
Development Services

MEMORANDUM

Date:	September 24, 2026
To:	Elkhart Redevelopment Commission
From:	Mary K. Kaczka, Assistant Director, Community Development
Subject:	Woodland Crossing Budget Transfer

Request to appropriate $ 9,000.00 to Woodland Crossing Professional Services, GL 2560-5-000-4310400 to fund this account through the end of 2026 for property management services through Cressy Commercial Real Estate.

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, GRANTING ACCESS TO EAST JACKSON BLVD. FOR FAITH MISSON TURKEY RUN

WHEREAS, The Commission has received a request from Faith Mission of Michiana for right of access over and upon East Jackson Blvd and adjacent property for the 2026 Turkey Run fund raising event; and

WHEREAS, the Commission has reviewed the attached Access Agreement (the "Agreement"), finds it to be in proper form, and desires to authorize its execution and delivery.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the request for access to its property designated on the attached Agreement.

2. The Commission approves the form of Agreement and authorizes its President, and other officers in her absence, to execute and deliver the Agreement.

3. The Officers of the Commission are hereby authorized do all acts which they deem necessary and appropriate to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 13TH DAY OF OCTOBER 2026.

CITY OF ELKHART REDEVELOPMENT COMMISSION

By_____
Sandra Schreiber, President

ATTEST:

By_____
Willie L. Brown, Secretary

ACCESS AGREEMENT

(315 E. Jackson St.)

This Agreement is made by the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, ("City") and Faith Mission of Michiana ("FM") effective as of October 13, 2026.

WHEREAS, FM is sponsoring the Faith Mission Turkey Stampede which is a one mile run/walk event on East Jackson Blvd. and has asked permission to access the greenspace along East Jackson from Clark Street to Elkhart Avenue to set up 10 porta potties and hand washing stations and access to the E. Jackson for pre-race staging and routing of runners, as more fully described on the attached request and drawing; and

WHEREAS, City agrees to allow FM access to the city property for the stated purpose on the following terms.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the parties agree as follows:

1. The City grants FM the right to access the City property on November 25, 2026, to place porta potties and on November 26, 2026, for set up and access to East Jackson Blvd. from 6:00 a.m. to 12:00 noon for staging of the runners. All property placed on site will be removed by FM by 2 p.m. on November 27, 2026.

2. FM will not cause any permanent damage to the Property nor leave any materials or debris on the Property during the period of access, and will leave it in a clean and sightly condition at the expiration of the access period.

3. FM will provide City proof of public liability insurance coverage for personal injury, bodily injury and property damage in the amount of $2 Million per occurrence and $4 Million in the aggregate, and $1 Million participant accident/participant liability coverage to cover any risks to persons and property associated with FM's access of the Property. FM shall name City as an additional insured on all such insurance policies. FM agrees to indemnify, defend and hold City harmless from any and all claims of injury to persons or property arising from its access of the property and the actions of itself and its agents thereon.

4. FM will abide by all applicable laws and regulations applicable to the use of the property, and will maintain the property in a clean and sightly condition during the access period, which includes debris and trash removal.

5. This Agreement shall be construed in accordance with the laws of the State of Indiana, and may only be amended in a writing signed by both parties.

IN WITNESS WHEREOF, the parties executed this Agreement as of the date above set forth.

City of Elkhart, Indiana,
Dept. of Redevelopment

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Faith Mission of Michiana

By: _____
CEO

Its _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
1st Source Insurance, Inc.
PO Box 1602
South Bend IN 46634

License#: 1424370

CONTACT NAME:
PHONE (A/C, No, Ext): 574-271-5200 **FAX (A/C, No):** 574-271-5240
E-MAIL ADDRESS: insurancegeneral@1stsource.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West Bend Mutual Ins. Co.	15350
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Faith Mission of Elkhart, Inc.
P.O. Box 162
Elkhart IN 46515

FAITMIS-01

COVERAGES **CERTIFICATE NUMBER:** 1560717753 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		C532092	11/23/2026	11/27/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Turkey Stampede Event 11/23/26 - 11/26/26. Certificate holder is an additional insured as respects general liability when required by written contract. Subject to policy terms and conditions.

CERTIFICATE HOLDER

The City of Elkhart
229 South 2nd Street
Elkhart IN 46516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kathy Kline

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City of Elkhart
Development Services

MEMORANDUM

Date:	October 13, 2026
To:	Redevelopment Commission
From:	Dana Donald, Community Development Specialist
Subject:	Program Year 26 CDBG Public Service Subrecipient Agreements

The following agencies applied for Public Service Community Development Block Grant (CDBG) funding to support their ongoing local programming. Their subrecipient agreements for program year 2026 are attached.

- Boys & Girls Club - $10,000
  - Providing scholarships for before and after school care. Their goal is to assist 10 children.

- Maple City Health Care - $15,000
  - Providing prorated healthcare services to persons of low-to-moderate incomes living within city limits of Elkhart. Their goal is to assist 300 people.

- YWCA - $15,000
  - Providing emergency shelter for victims of domestic violence. The CDBG funds will be used to assist with utility bills, trash removal, and kitchen supplies (non-food). Their goal is to assist 50 victims.

- Council on Aging - $15,000
  - Providing prorated medical and necessary transportation services to clients that are 62 years old and older living within the city limits of Elkhart. Their goal is to provide rides for 30 senior citizens.

- Goodwill - $10,000
  - Providing job training programs to qualified low-to-moderate income persons who live in the city limits of Elkhart. Their goal is to provide training opportunities to 12 people and help them find jobs with their new certifications.

- St. James AME Church - $15,000
  - Funds will be used to support their food pantry and assist them in serving 300 people.

City of Elkhart
Community Development

Community Development Block Grant Program
2026 CDBG Annual Action Plan
Subrecipient Agreement

Between

City of Elkhart Community Development
Elkhart, Indiana
and
Boys and Girls Club of Elkhart County, Inc
Goshen, Indiana

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PROGRAM MANAGED BY THE COMMUNITY DEVELOPMENT DEPARTMENT
City of Elkhart, Indiana

PROJECT NAME	KidsCare Program
PROJECT TYPE	Public Service
SUBRECIPIENT ID	35-1033735
FAIN	B26MC180015
FEDERAL AWARD DATE	September 21, 2026
FEDERAL AWARD AMOUNT	$744,001.00
RESEARCH & DEVELOPMENT AWARD	No
ENVIRONMENTAL STATUS	Exempt per 24 CFR 58.34 (a) and 58.35 (b)
OTHER FEDERAL REQUIREMENTS	Federal Fair Housing Act
CDFA	14.218
CONTROLLER ACCOUNT NUMBER	2226-5-631-4314270
IDIS NUMBER	1058
CDBG ALLOCATION	$10,000

CDBG SUBRECIPIENT AGREEMENT

BETWEEN the City of Elkhart Community

Development AND

Boys and Girls Club of Elkhart County, INC

FOR

KidsCare

THIS AGREEMENT, entered this October 13, 2026 by and between the City of Elkhart Community Development (herein called the "Grantee") and **Boys and Girls Club of Elkhart County, INC** (herein called the "Subrecipient")

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; NOW,

THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2026 KidsCare Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Subrecipient will use the CDBG allocation to cover the participation fee for 30 children within the City limits of Elkhart. The subrecipient seeks to benefit low to moderate income families by providing safe care before and after school that can attend while their guardians are at work.

General Administration

The Area Director with guidance from the Grant Manager will ensure that all Federal Guidelines are followed and met. Financial tracking of the scholarships will be monitored through the accounting office of Boys & Girls Clubs of Elkhart County and the Finance Manager.

Daily program attendance and participant demographics are tracked in the Youth Enrollment System (YES) – the online member management system. YES allows for real time attendance tracking and reports to be generated for grant reporting or program reporting to board members, donors, and Club leadership. Scholarship applications that are received are reviewed by KidsCare leadership and the Finance Manager to ensure program eligibility. All scholarship applications and supporting documentation is kept in secure files.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will meet benefit low- and moderate-income persons National Objective. The Boys and Girls Club will be providing 30 8-week scholarships to children in the City of Elkhart to assist their parents who may be experiencing financial hardships.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program for the persons served during the program year:

Provide childcare scholarships for 30 Persons
Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

D. Staffing

Staff Member	Responsibilities
Tami Hicks	President and CEO
Cristina Rheinheimer	Grants Manager

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time of 14 days after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July, 2026 and end on the 31st day of May, 2027.

Funds will not be available to the Subrecipient from the Community Development Block Grant Program (B-26-MC-1800015) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Line Item	Amount:
KidsCare Scholarships	$10,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:
Ten Thousand Dollars and no cents $10,000

Draw Requests for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTEE	SUBRECIPIENT
Elkhart Community Development 201 S. Second Street Elkhart, Indiana 46516 574-322-4431	BOYS AND GIRLS CLUB OF ELKHART COUNTY, INC, Inc. 102 W. Lincoln Avenue, Suite 240 Goshen, Indiana 46526 574-534-5933 x 203

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- Other records are necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records

must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for deter- mining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The activity does not generate program income as defined at 24 CFR 570.500(a

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. The Grantee reserves the right to require the Subrecipient to submit additional reports in the form, content, and frequency specified by the Grantee.

The Subrecipient is required to submit an annual report and supporting beneficiary form within 14 days of the final draw request or within 14 days after the grant agreement ends whichever is first. This report must provide all required data regarding beneficiaries and the services provided to them in accordance with the Scope of Service.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the

requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Action

1. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

2. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. Equal Employment Opportunity (EEO) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity employer.

4. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintaindocumentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations and provisions meeting the requirements of this paragraph.

3. **"Section 3" Clause**

a. **Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications**

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts**

The Subrecipient will include this Section 3 clause in every subcontract and will take appropri-

ate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict

of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, or oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date written.

On behalf of the City of Elkhart Redevelopment Commission	**Boys and Girls Club of Elkhart County, Inc**
Sandra Schreiber, President	**Tami Hicks, President and CEO**

City of Elkhart
Community Development

Community Development Block Grant Program
2026 CDBG Annual Action Plan
Subrecipient Agreement

Between

City of Elkhart Community Development
Elkhart, Indiana
and
Maple City Health Care Center
Goshen, Indiana

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PROGRAM MANAGED BY THE COMMUNITY DEVELOPMENT DEPARTMENT
City of Elkhart, Indiana

PROJECT NAME	Affordable Healthcare Services
PROJECT TYPE	Public Service
SUBRECIPIENT ID	35-1749398
FAIN	B26MC1-80015
FEDERAL AWARD DATE	September 21, 2026
FEDERAL AWARD AMOUNT	$744,001.00
RESEARCH & DEVELOPMENT AWARD	No
ENVIRONMENTAL STATUS	Exempt per 24 CFR 58.34 (a) and 58.35 (b)
OTHER FEDERAL REQUIREMENTS	Federal Fair Housing Act
CDFA	14.218
CONTROLLER ACCOUNT NUMBER	2226-5-631-4314270
IDIS NUMBER	1061
CDBG ALLOCATION	$15,000

CDBG SUBRECIPIENT AGREEMENT

BETWEEN the City of Elkhart Community

Development AND

MAPLE CITY HEALTH CARE CENTER

FOR

Affordable Healthcare Services

THIS AGREEMENT, entered this October 13, 2026 by and between the City of Elkhart Community Development (herein called the "Grantee") and **MAPLE CITY HEALTH CARE CENTER** (herein called the "Subrecipient")

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; NOW,

THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2026 Affordable Healthcare Services in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use the CDBG funding to supplement costs of low to moderate income persons as defined in 24 CFR 570.208 to obtain medical services. The Maple City Health Center seeks to increase economic opportunities for individuals living in the City of Elkhart.

General Administration

Maple City Health Center will offer acute care (illnesses and injuries), preventative care (check-ups), dental care, obstetrics (caring for babies and mothers before and after delivery), chronic disease management, on –site Medicaid enrollment, health insurance navigation, counseling, social services, and medication assistance (medicine at low to no cost). Substance abuse treatment is offered including medication assisted treatment and group care for people with addictions. The staff is comprised of licensed medical, dental, behavioral health professionals, and a patient support team.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will meet benefit low- and moderate-income persons National Objective by making services available to limited clientele.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program for the persons served during the program year:

Discounted medical care for 200 low-income Persons

Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

D. Staffing

Staff Member	Responsibilities
Mike Genau	Grant Writer
Stephanie Yoder	Assistant Grant Writer and Data Specialist
Paul Fast	Executive Director

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time of 14 days after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July, 2026 and end on the 31st day of May, 2027.

Funds will not be available to the Subrecipient from the Community Development Block Grant Program (B-26-MC-1800015) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Line Item	Amount:
Discounted medical care services	$15,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:
Fifteen Thousand Dollars and no cents $15,000

Draw Requests for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTEE	SUBRECIPIENT
Elkhart Community Development 201 S. Second Street Elkhart, Indiana 46516 574-322-4431	Maple City Health Care Center, Inc 213 Middlebury Street Goshen, Indiana 46528 574-536-5029

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The activity does not generate program income as defined at 24 CFR 570.500(a

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. The Grantee reserves the right to require the Subrecipient to submit additional reports in the form, content, and frequency specified by the Grantee.

The Subrecipient is required to submit an annual report and supporting beneficiary form within 14 days of the final draw request or within 14 days after the grant agreement ends whichever is first. This report must provide all required data regarding beneficiaries and the services provided to them in accordance with the Scope of Service.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the

requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of

such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Action

1. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

2. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. Equal Employment Opportunity (EEO) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity employer.

4. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations and provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management

Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or

local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date written.

On behalf of the City of Elkhart Redevelopment Commission	**Maple City Health Care Center**
Sandra Schreiber, President	**Paul Shetler Fast, Executive Director**

City of Elkhart
Community Development

Community Development Block Grant Program
2026 CDBG Annual Action Plan
Subrecipient Agreement

Between

City of Elkhart Community Development
Elkhart, Indiana
and
YWCA North Central Indiana
Elkhart, Indiana

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PROGRAM MANAGED BY THE COMMUNITY DEVELOPMENT DEPARTMENT
City of Elkhart, Indiana

PROJECT NAME	Safe Haven Domestic Violence Emergency Shelter Operations
PROJECT TYPE	Public Service
SUBRECIPIENT ID	35-0868226
FAIN	B26MC1-80015
FEDERAL AWARD DATE	September 21, 2026
FEDERAL AWARD AMOUNT	$744,001.00
RESEARCH & DEVELOPMENT AWARD	No
ENVIRONMENTAL STATUS	Exempt per 24 CFR 58.34 (a) and 58.35 (b)
OTHER FEDERAL REQUIREMENTS	Federal Fair Housing Act
CDFA	14.218
CONTROLLER ACCOUNT NUMBER	2226-5-631-4314270
IDIS NUMBER	1062
CDBG ALLOCATION	$15,000

CDBG SUBRECIPIENT AGREEMENT

BETWEEN the City of Elkhart Community

Development AND

YWCA North Central Indiana

FOR

Safe Haven Domestic Violence Emergency Shelter Operations

THIS AGREEMENT, entered this October 13, 2026 by and between the City of Elkhart Community Development (herein called the "Grantee") and ***YWCA North Central Indiana*** (herein called the "Subrecipient")

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; NOW,

THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2026 Safe Haven Domestic Violence Emergency Shelter Operations in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use the CDBG funding to cover current utility bills (electric, heat, and water), the purchase of non-food kitchen supplies, cleaning supplies, bedding, and trash removal fees. The Safe Haven Shelter in Elkhart seeks to provide a suitable living environment for persons facing trauma and violence within the City of Elkhart.

General Administration

Safe Haven staff will provide individualized case management, helping victims develop a plan for the future to secure permanent housing, child care, reliable transportation, and employment. The YWCA tracks all client demographic and program information through ClientTrack, an online data system.

All staff and volunteers who will provide long-term volunteer services at YWCA Safe Haven must complete 40 hours of domestic violence training. The training addresses the various types of abuse, the control tactics of abusers, the effects of domestic violence on children, shelter operations/procedures, and other community services that benefit residents.

All staff must train in CPR and basic first aid; they must obtain a minimum of 10 hours of domestic violence-specific training each year to ensure that they have the most current information regarding domestic violence issues. This standard, set by the Indiana Criminal Justice Institute (ICJI), must be achieved to remain in full compliance with the criteria for domestic violence programs in the state.

National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the benefitting low-and moderate-income persons National Objective by making services available to a limited clientele of battered persons seeking emergency shelter.

B. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program for the persons served during the program year:

Provide emergency shelter for 550 Persons
Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

C. Staffing

Staff Member	Responsibilities
Amy Hill	President and CEO
Madelyn Martinec	Director of Grants
Zamiki Chism	Grants Accountant

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time of 14 days after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July, 2026 and end on the 31st day of May, 2027.

Funds will not be available to the Subrecipient from the Community Development Block Grant Program (B-26-MC-1800015) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Line Item	Amount:
Utility (Gas, Water, Electric) reimbursement. Kitchen supplies (non-food), beddi, and Trash Removal fees	$15,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:
Fifteen Thousand Dollars and no cents $15,000

Draw Requests for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTEE	SUBRECIPIENT
Elkhart Community Development 201 S. Second Street Elkhart, Indiana 46516 574-322-4431	YWCA NORTH CENTRAL INDIANA, Inc. 132 State Street Elkhart, Indiana 46516 574-233-9491 x 305

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins

on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The activity does not generate program income as defined at 24 CFR 570.500(a).

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy

concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. The Grantee reserves the right to require the Subrecipient to submit additional reports in the form, content, and frequency specified by the Grantee.

The Subrecipient is required to submit an annual report and supporting beneficiary form within 14 days of the final draw request or within 14 days after the grant agreement ends whichever is first. This report must provide all required data regarding beneficiaries and the services provided to them in accordance with the Scope of Service.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the

requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in

force during the term of this Agreement.

B. Action

1. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

2. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. Equal Employment Opportunity (EEO) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity employer.

4. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations and provisions meeting the

requirements of this paragraph.

3. **"Section 3" Clause**

a. **Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications**

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts**

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management

Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date written.

On behalf of the City of Elkhart Redevelopment Commission	**YWCA North Central Indiana**
Sandra Schreiber, President	**Amy Hill, President and CEO**

City of Elkhart
Community Development

Community Development Block Grant Program
2026 CDBG Annual Action Plan
Subrecipient Agreement

Between

City of Elkhart Community Development
Elkhart, Indiana
and
Council on Aging of Elkhart County
Elkhart, Indiana

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PROGRAM MANAGED BY THE COMMUNITY DEVELOPMENT DEPARTMENT
City of Elkhart, Indiana

PROJECT NAME	Senior Transportation
PROJECT TYPE	Public Service
SUBRECIPIENT ID	51-0178910
FAIN	B26MC1-80015
FEDERAL AWARD DATE	September 21, 2026
FEDERAL AWARD AMOUNT	$744,001.00
RESEARCH & DEVELOPMENT AWARD	No
ENVIRONMENTAL STATUS	Exempt per 24 CFR 58.34 (a) and 58.35 (b)
OTHER FEDERAL REQUIREMENTS	Federal Fair Housing Act
CDFA	14.218
CONTROLLER ACCOUNT NUMBER	2226-5-631-4314270
IDIS NUMBER	1059
CDBG ALLOCATION	$15,000

CDBG SUBRECIPIENT AGREEMENT

BETWEEN the City of Elkhart Community

Development AND

Council on Aging of Elkhart County

FOR

Senior Transportation Services

THIS AGREEMENT, entered this October 13, 2026 by and between the City of Elkhart Community Development (herein called the "Grantee") and **Council on Aging of Elkhart County**

(herein called the "Subrecipient")

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; NOW,

THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2026 Senior Transportation Services in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use the CDBG funding to reimburse for costs incurred to operate the senior transportation program with the City of Elkhart. Council on Aging seeks to improve availability/accessibility to seniors living within the City of Elkhart.

General Administration

The Transportation Program offers the aging and disabled the opportunity to successfully attain services which are integral to the State and Federal governments desire to pursue "Aging in Place", which is an initiative that works to help seniors find the resources and services necessary to remain in their home environment for as long as possible. To accommodate the diminishing capabilities of our clients, our services are designed to assist each of them from their front door to the transport vehicle, secure them in their seat and escort them to the reception desk of their destination. Clients are provided appointment reminders one day prior to the trip date. Each person transported is provided the name of the driver and time at which that driver will return to transport them home, which offers them assurance in safety. All transport vehicles are wheelchair accessible.

To further client safety, drivers are trained through the Indiana Department of Transportation (INDOT) and

RTAP program oriented toward safety of passengers (Passenger Assistance Training, Defensive Driving, Emergency Evacuation courses), CPR and first aid certification through Goshen Health, and a multi-day hands-on course supervised by the Transportation Manager. Annual updates on training and certification are required, along with passenger licensing endorsement by the Bureau of Motor Vehicles.

As a priority, maintenance of vehicles is provided by a licensed mechanic. Vehicle inspection is conducted by the Indiana Department of Transportation.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will meet benefit low- and moderate-income persons National Objective by making services available to limited clientele.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program for the persons served during the program year:

Provide transportation services to 80 Persons
Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

D. Staffing

Staff Member	Responsibilities
Tina Fraley	CEO and CFO

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time of 14 days after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July, 2026 and end on the 31st day of May, 2027.

Funds will not be available to the Subrecipient from the Community Development Block Grant Program (B-26-MC-1800015) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Line Item	Amount:
Reimbursement for Senior Transportation Operating costs within the City of Elkhart	$15,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:
Fifteen Thousand Dollars and no cents $15,000

Draw Requests for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTEE	SUBRECIPIENT
Elkhart Community Development 201 S. Second Street Elkhart, Indiana 46516 574-322-4431	Council on Aging of Elkhart County 131 W. Tyler Street, Suite 1A Elkhart, Indiana 46516 574-295-1820 x 222

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The activity does not generate program income as defined at 24 CFR 570.500(a

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. The Grantee reserves the right to require the Subrecipient to submit additional reports in the form, content, and frequency specified by the Grantee.

The Subrecipient is required to submit an annual report and supporting beneficiary form within 14 days of the final draw request or within 14 days after the grant agreement ends whichever is first. This report must provide all required data regarding beneficiaries and the services provided to them in accordance with the Scope of Service.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the

requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Action

1. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

2. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. Equal Employment Opportunity (EEO) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity employer.

4. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations and provisions meeting the requirements of this paragraph.

3. **"Section 3" Clause**

a. **Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications**

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts**

The Subrecipient will include this Section 3 clause in every subcontract and will take appropri-

ate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management

Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date written.

On behalf of the City of Elkhart Redevelopment Commission	**Council on Aging of Elkhart C**
Sandra Schreiber, President	**Tina Fraley, CEO and CFO**

City of Elkhart
Community Development

Community Development Block Grant Program
2026 CDBG Annual Action Plan
Subrecipient Agreement

Between
City of Elkhart Community Development
Elkhart, Indiana
and
Goodwill Industries of Michiana

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PROGRAM MANAGED BY THE COMMUNITY DEVELOPMENT DEPARTMENT
City of Elkhart, Indiana

PROJECT NAME	Woodland Crossings Job Training
PROJECT TYPE	Public Service
SUBRECIPIENT ID	35-1093073
FAIN	B26MC1-80015
FEDERAL AWARD DATE	September 21, 2026
FEDERAL AWARD AMOUNT	$744,001.00
RESEARCH & DEVELOPMENT AWARD	No
ENVIRONMENTAL STATUS	Exempt per 24 CFR 58.34 (a) and 58.35 (b)
OTHER FEDERAL REQUIREMENTS	Federal Fair Housing Act
CDFA	14.218
CONTROLLER ACCOUNT NUMBER	2226-5-631-4314270
IDIS NUMBER	1060
CDBG ALLOCATION	$10,000

CDBG SUBRECIPIENT AGREEMENT

Between the City of Elkhart

Community Development AND

Goodwill Industries of Michiana

FOR

2026 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this October 13, 2026 by and between the City of Elkhart Community Development (herein called the "Grantee") and Goodwill Industries of Michiana (herein called the "Subrecipient")

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing

such funds; NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2026 Woodland Crossings Job Training Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use the CDBG funding to cover tuition costs of low to moderate income persons as defined in 24 CFR 570.208 to obtain job training in the following areas - Commercial Driver's License program, Certified Nursing Assistance program, welding, and Qualified Medication Aide program. These trainings are the primary proposed use of CDBG funds for this project. Clients will have the option to pursue internal trainings as well, and CDBG funds will be used to offset the costs related directly to certifications.

Internal Trainings: GIM's Advanced Manufacturing program gives graduates a Certificate in Catapult Advanced Manufacturing Standardized Work Training, 6 crosswalk credits to Ivy Tech Community College, forklift training, and OSHA-10 General credentials. The GIM Construction Program gives participants OSHA 10 and NCCER Core certifications, and 15 crosswalk credits to Indiana Tech. This program seeks to increase economic opportunities for individuals living in the City of Elkhart.

General Administration

Mary Ellen Albaugh is responsible for overseeing the program on a day-to-day basis. For the purpose of this grant, she will oversee the work done by any staff who work with clients pursuing training funded through CDBG.
Taresa Walker is responsible for the accounting side of the grant. She will process client vouchers and check requests in order to prepare and submit grant invoices on a monthly basis

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will meet the benefitting low-and moderate- income persons National Objective by targeting limited clientele who are interested and willing to learn a new skill.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program for the persons served during the program year:

Cover Job Training Tuition and certification fees for 12 Persons and report how many were successful in obtaining jobs.
Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

D. Staffing

Staff Member	Responsibilities
Debie Coble	Executive Director
Rebecca Gearhart	Grants manger
Mary Ellen Albaugh	Facilitator
Taresa Walker	Account Receivable Analyst

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time of 14 days after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July, 2026 and end on the 31st day of May, 2027.

Funds will not be available to the Subrecipient from the Community Development Block Grant Program (B-26-MC-1800015) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Line Item	Amount:
Tuition and certification reimbursement	$10,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:
Ten Thousand Dollars and no cents $10,000

Draw Requests for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTEE	SUBRECIPIENT
Elkhart Community Development	Goodwill Industries of Michiana, Inc.
201 S. Second Street	1805 W. Western Avenue

Elkhart, Indiana 46516
574-322-4431

P.O. Box 3846
South Bend, Indiana 46619
574-284-7359

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- Other records are necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for deter- mining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made avail- able to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub- recipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The activity does not generate program income as defined at 24 CFR 570.500(a).

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for deter- mining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. The Grantee reserves the right to require the Subrecipient to submit additional reports in the form, content, and frequency specified by the Grantee.

The Subrecipient is required to submit an annual report and supporting beneficiary form within 14 days of the final draw request or within 14 days after the grant agreement ends whichever is first. This report must provide all required data regarding beneficiaries and the services provided to them in accordance with the Scope of Service.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the ad- ministration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40
U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of
$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance pro- vided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these

requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take

appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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, it will complete and submit Standard Form-LLL, "Disclosure Form to

Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management

Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected there- by and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

On behalf of

Redevelopment Commission

City of Elkhart, Indiana

By_____

Sandra Schreiber, President

Goodwill Industries of Michiana

By_____

Kelly Nissan, Divisional Director

City of Elkhart
Community Development

Community Development Block Grant Program
2026 CDBG Annual Action Plan
Subrecipient Agreement

Between

City of Elkhart Community Development
Elkhart, Indiana
and
St James AME Church

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PROGRAM MANAGED BY THE COMMUNITY DEVELOPMENT DEPARTMENT
City of Elkhart, Indiana

PROJECT NAME	The Lord's Cupboard- Food Pantry
PROJECT TYPE	Public Service
SUBRECIPIENT ID	35-6075403
FAIN	B26MC1-80015
FEDERAL AWARD DATE	September 21, 2026
FEDERAL AWARD AMOUNT	$744,001.00
RESEARCH & DEVELOPMENT AWARD	No
ENVIRONMENTAL STATUS	Exempt per 24 CFR 58.34 (a) and 58.35 (b)
OTHER FEDERAL REQUIREMENTS	Federal Fair Housing Act
CDFA	14.218
CONTROLLER ACCOUNT NUMBER	2226-5-631-4314270
IDIS NUMBER	1057
CDBG ALLOCATION	$15,000

CDBG SUBRECIPIENT AGREEMENT

Between the City of Elkhart

Community Development AND

St James AME Church

THIS AGREEMENT, entered this October 13, 2026by and between the CITY OF ELKHART COMMUNITY DEVELOPMENT (herein called the "Grantee") and **ST JAMES AME CHURCH** (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; NOW,

THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be providing food pantry services this CDBG Program Year 2026 for persons living in the Qualified Census Tract (QCT) (Census Tracts 26.00, 27.00, 23.00, and parts of 21.02). Services will be conducted in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use the CDBG funding to purchase food for their pantry to assist south side residents. Community residents are invited to ST JAMES AME CHURCH on the 2nd and 3rd Tuesdays of each month to receive a bag of food (canned and boxed), a bag of hygiene products (soap, dish detergent, laundry detergent, tooth brush, tooth paste and deodorant), two – three articles of clothing and safety items (masks, disinfecting wipes). Each individual is required to sign in and provide one proper piece of identification (driver's license, government ID, etc.). This community resource has been in operation for 10 years and serves anywhere from 25-35 persons each prospective week.

General Administration

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the benefitting low-and moderate-income area National Objective.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program for the persons served during the program year:

Plan to serve 100 Persons

Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

Staffing

Staff Member	Responsibilities
Pastor Dalrey Trotter	Executive Director/Pastor
Eulah Mitchell	Program Coordinator
Tamika Mitchell	Program Record Keeper

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time of 14 days after being notified by the Grantee, contract suspension or termination procedures will be initiated.

E. Time Of Performance

Services of the Subrecipient shall start on the 1st day of July, 2026 and end on the 31st day of May, 2027.

Funds will not be available to the Subrecipient from the Community Development Block Grant Program (B-26-MC-1800015) after the completion date, unless otherwise approved by Grantee

II. BUDGET

Line Item	Amount:
Food items, personal care, laundry aid products, bags, office supplies, and stipend ($1,500) for record keeper.	$15,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:
Fifteen Thousand Dollars and no cents $15,000.00

Draw Requests for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTEE	SUBRECIPIENT
Elkhart Community Development	ST JAMES AME CHURCH
201 S. Second Street	122 Dr. Martin Luther King Drive
Elkhart, Indiana 46516	Elkhart, Indiana 46516
574-322-4431	574-294-4950

V. SPECIAL CONDITIONS

N/A

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

Records providing a full description of each activity undertaken;

Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

Records required to determine the eligibility of activities;

Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for deter- mining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made avail- able to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub- recipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The activity does not generate program income as defined at 24 CFR 570.500(a).

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for deter- mining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. The Grantee reserves the right to require the Subrecipient to submit additional reports in the form, content, and frequency specified by the Grantee.

The Subrecipient is required to submit an annual report and supporting beneficiary form within 14 days of the final draw request or within 14 days after the grant agreement ends whichever is first. This report must provide all required data regarding beneficiaries and the services provided to them in accordance with the Scope of Service.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the ad- ministration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40
U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of
$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance pro- vided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these

requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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, it will complete and submit Standard Form-LLL, "Disclosure Form to

Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management

Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected there- by and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date written.

On behalf of the City of Elkhart Redevelopment Commission	**St James AME Church**
Sandra Schreiber, President	**Dalrey Trotter, Pastor**

Rod Roberson
Mayor

Michael Huber
Director of Development Services

City of Elkhart

Development Services
Community Development
Economic Development
Planning Services
Redevelopment
229 S. Second St.
Elkhart, IN 46516
574.294.5471
Fax: 574.295.7501

Warrick & Boyn

September 2026

Invoice

Total Current Work

$16,362.87

City of Elkhart

Treasurers Report

Summary

Date Range: 01/01/2026 - 07/31/2026

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
2552 - REDEVELOPMENT	62,746.03	5,307.23	6,070.00	0.00	0.00	61,983.26	61,983.26	0.00
3329 - Parkway at 17 - Bond	119.16	2.32	0.00	0.00	0.00	121.48	121.48	0.00
3330 - Boulder Run - Bond	4,780.65	138.95	0.00	0.00	0.00	4,919.60	4,919.60	0.00
3331 - RIF Bond & Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4445 - TIF Downtown Allocation	7,148,946.04	3,182,232.76	2,659,982.16	0.00	0.00	7,671,196.64	7,671,196.64	0.00
4446 - TIF Allocation Pierre Moran	0.00	502,184.86	502,184.86	0.00	0.00	0.00	0.00	0.00
4447 - TIF Southwest Allocation	0.00	1,005,641.46	1,005,641.46	0.00	0.00	0.00	0.00	0.00
4448 - TIF Aeroplex Allocation	2,577,304.55	409,193.39	7,305.50	0.00	0.00	2,979,192.44	2,979,192.44	0.00
4449 - TIF Allocation Sterling E	0.00	261,098.10	261,098.10	0.00	0.00	0.00	0.00	0.00
4450 - TIF Allocation Cassopolis Street	16,030,000.73	2,795,848.72	110,750.55	0.00	0.00	18,715,098.90	18,715,098.90	0.00
4451 - TIF Bayer/Tech Park Allocation	1,367,699.24	258,129.90	28,203.57	0.00	0.00	1,597,625.57	1,597,625.57	0.00
4452 - TIF Allocation S. Main Gate	0.00	204,217.95	204,217.95	0.00	0.00	0.00	0.00	0.00
4453 - TIF Consolidated South Allocation	6,561,296.16	2,002,888.77	4,424,864.79	0.00	0.00	4,139,320.14	4,139,320.14	0.00
4454 - TIF West 78 Business Park	0.00	15.62	0.00	0.00	0.00	15.62	15.62	0.00
4455 - TIF Parkway at 17	0.00	4.17	0.00	0.00	0.00	4.17	4.17	0.00
4456 - TIF Boulder Run Residential Housing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4678 - RIF Construction Fund	0.00	62,300.00	62,300.00	0.00	0.00	0.00	0.00	0.00
4679 - Boulder Run - Project	444,217.78	4,956.37	449,174.15	0.00	0.00	0.00	0.00	0.00
4680 - Parkway at 17 - Project	6,497,776.06	57,346.45	6,401,139.92	0.00	0.00	153,982.59	153,982.59	0.00
4692 - TIF Downtown Capital	68,478.32	0.00	0.00	0.00	0.00	68,478.32	68,478.32	0.00
Report Total:	**40,763,364.72**	**10,751,507.02**	**16,122,933.01**	**0.00**	**0.00**	**35,391,938.73**	**35,391,938.73**	**0.00**

City of Elkhart

Treasurers Report

Summary

Date Range: 01/01/2026 - 08/31/2026

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
2552 - REDEVELOPMENT	62,746.03	5,307.23	6,070.00	0.00	0.00	61,983.26	61,983.26	0.00
3329 - Parkway at 17 - Bond	119.16	2.66	0.00	0.00	0.00	121.82	121.82	0.00
3330 - Boulder Run - Bond	4,780.65	152.65	0.00	0.00	0.00	4,933.30	4,933.30	0.00
3331 - RIF Bond & Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4445 - TIF Downtown Allocation	7,148,946.04	3,182,232.76	2,984,390.63	0.00	0.00	7,346,788.17	7,346,788.17	0.00
4446 - TIF Allocation Pierre Moran	0.00	502,184.86	502,184.86	0.00	0.00	0.00	0.00	0.00
4447 - TIF Southwest Allocation	0.00	1,005,641.46	1,005,641.46	0.00	0.00	0.00	0.00	0.00
4448 - TIF Aeroplex Allocation	2,577,304.55	409,193.39	7,354.97	0.00	0.00	2,979,142.97	2,979,142.97	0.00
4449 - TIF Allocation Sterling E	0.00	261,098.10	261,098.10	0.00	0.00	0.00	0.00	0.00
4450 - TIF Allocation Cassopolis Street	16,030,000.73	2,795,848.72	111,277.13	0.00	0.00	18,714,572.32	18,714,572.32	0.00
4451 - TIF Bayer/Tech Park Allocation	1,367,699.24	258,129.90	28,962.85	0.00	0.00	1,596,866.29	1,596,866.29	0.00
4452 - TIF Allocation S. Main Gate	0.00	204,217.95	204,217.95	0.00	0.00	0.00	0.00	0.00
4453 - TIF Consolidated South Allocation	6,561,296.16	2,002,888.77	5,087,151.65	0.00	0.00	3,477,033.28	3,477,033.28	0.00
4454 - TIF West 78 Business Park	0.00	15.62	0.00	0.00	0.00	15.62	15.62	0.00
4455 - TIF Parkway at 17	0.00	4.17	0.00	0.00	0.00	4.17	4.17	0.00
4456 - TIF Boulder Run Residential Housing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4678 - RIF Construction Fund	0.00	62,300.00	62,300.00	0.00	0.00	0.00	0.00	0.00
4679 - Boulder Run - Project	444,217.78	4,956.37	449,174.15	0.00	0.00	0.00	0.00	0.00
4680 - Parkway at 17 - Project	6,497,776.06	57,775.32	6,401,139.92	0.00	0.00	154,411.46	154,411.46	0.00
4692 - TIF Downtown Capital	68,478.32	0.00	0.00	0.00	0.00	68,478.32	68,478.32	0.00
Report Total:	**40,763,364.72**	**10,751,949.93**	**17,110,963.67**	**0.00**	**0.00**	**34,404,350.98**	**34,404,350.98**	**0.00**