

51.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2009-0167      Resolution      Introduced

Resolution authorizing the Director of Development to execute a Community Development Block Grant - Emergency Assistance Program (CDBG-EAP) Agreement between the City of West Allis and the State of Wisconsin Department of Commerce and authorizing the Community Development Authority of the City of West Allis to implement the project activities.

Introduced: 8/4/2009

Controlling Body: Safety & Development Committee

Sponsor(s): Safety & Development Committee

### COMMITTEE RECOMMENDATION

*ADOPT*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<i>8/4/09</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barczack				<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	Czaplewski				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Kopplin	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Lajsic	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Narlock				<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Reinke	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Roadt				
	<input type="checkbox"/>	<input type="checkbox"/>	Sengstock				
	<input type="checkbox"/>	<input type="checkbox"/>	Vitale	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Weigel				
			TOTAL	<u>4</u>	<u>0</u>		<u>1</u>

### SIGNATURE OF COMMITTEE MEMBER

Chair

Vice-Chair

Member

### COMMON COUNCIL ACTION

**ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<i>AUG 04 2009</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barczack				<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	Czaplewski	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Kopplin	<input checked="" type="checkbox"/>			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lajsic	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Narlock				<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	Reinke	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Roadt	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Sengstock	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Vitale	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Weigel	<input checked="" type="checkbox"/>			
			TOTAL	<u>8</u>	<u>-</u>		<u>2</u>

Dev  
Atty  
Finance  
Pike

## STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL

### ADMINISTRATION & FINANCE

Chair: Kurt E. Kopplin  
Vice-Chair: Vincent Vitale  
Thomas G. Lajsic  
Richard F. Narlock  
Rosalie L. Reinke

### PUBLIC WORKS

Chair: Gary T. Barczak  
Vice-Chair: Martin J. Weigel  
Michael J. Czaplewski  
Daniel J. Roadt  
James W. Sengstock

### SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic  
Vice-Chair: Richard F. Narlock  
Kurt E. Kopplin  
Rosalie L. Reinke  
Vincent Vitale

### LICENSE & HEALTH

Chair: Michael J. Czaplewski  
Vice-Chair: James W. Sengstock  
Gary T. Barczak  
Daniel J. Roadt  
Martin J. Weigel

### ADVISORY

Chair: Rosalie L. Reinke  
Vice-Chair: Daniel J. Roadt  
Kurt E. Kopplin  
Richard F. Narlock  
Vincent Vitale



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2009-0167**

**Final Action:**  
AUG 04 2009

**Sponsor(s):** Safety & Development Committee

Resolution authorizing the Director of Development to execute a Community Development Block Grant - Emergency Assistance Program (CDBG-EAP) Agreement between the City of West Allis and the State of Wisconsin Department of Commerce and authorizing the Community Development Authority of the City of West Allis to implement the project activities.

WHEREAS, the City of West Allis sustained substantial damage from rains and flood waters in June 2008; and,

WHEREAS, on March 9, 2009 the City of West Allis applied to the Wisconsin Department of Commerce for CDBG-EAP funds to assist with June 2008 flood damage; and,

WHEREAS, on June 9, 2009, the Wisconsin Department of Commerce announced that the City of West Allis was awarded \$4,162,000 in CDBG-EAP funds; and,

WHEREAS, the Common Council desires that the implementation of this contract be implemented by the Community Development Authority of the City of West Allis.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

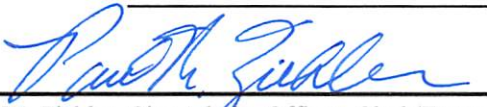
1. That the Community Development Authority of the City of West Allis is hereby directed and authorized to implement the project activities herein described in the attached contract in accordance with Contract # EAP 08-
2. That the Director of the West Allis Community Development Authority is hereby authorized to execute, on behalf of the City, a Grant Agreement with the State of Wisconsin Department of Commerce in the amount of \$4,162,000.
3. That the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to any and all provisions of the Agreement, including any and all attachments, exhibits, addenda and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transaction contemplated therein.

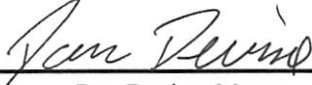
*Handwritten note:*  
Sent to Dev for Agreement Signature

4. That the Department of Development is hereby authorized to implement the Community Development Block Grant - Emergency Assistance Program as attached.

cc: Department of Development  
Grant Accounting Specialist

DEV-R-558-8-4-09

**ADOPTED**           AUG 04 2009            
  
\_\_\_\_\_  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

**APPROVED**           8/14/09            
  
\_\_\_\_\_  
Dan Devine, Mayor

Performance Period: 6/9/09 thru 12/31/10  
Award Amount: \$4,162,000

**COMMUNITY DEVELOPMENT BLOCK GRANT – EMERGENCY ASSISTANCE PROGRAM  
CONTRACT  
BETWEEN  
THE STATE OF WISCONSIN  
DEPARTMENT OF COMMERCE  
AND THE  
CITY OF WEST ALLIS  
CONTRACT # EAP 08-20**

THIS CONTRACT is made and entered into by and between the State of Wisconsin Department of Commerce, hereinafter referred to as the "Department," and the City of West Allis, hereinafter referred to as the "Grantee." This Contract is effective as of **June 9, 2009**, and after signature of all parties.

WHEREAS, the Department administers the Community Development Block Grant – Emergency Assistance Program (CDBG-EAP), hereinafter referred to as the "Program," through the Division of Housing and Community Development to provide funds for eligible activities; and

WHEREAS, the Grantee has submitted an application for the identified Program; and

WHEREAS, this Contract is a mutually exclusive contract and is distinguished from all previous contracts between the Grantee and the Department and contains the entire understanding between the parties; and it is the intention of the parties to this Contract that all activities described herein shall be for their mutual benefit; and

WHEREAS, the terms and conditions herein shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract; and

WHEREAS, pursuant to Section 560.9804 (1), Wis. Stats., the Department is authorized to enter into an agreement with an agent designated under Section 560.9804 (2), Wis. Stats., to allow the agent to do one or more of the activities identified in Section 560.9804 (1), Wis. Stats., as may be further limited under the terms of this agreement;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Sections 1 and 2 below, Articles 1 through 35, and ATTACHMENTS A through G which are annexed and made a part hereof.


SECTION 1: The Department, on reliance upon the representations set forth in the Application, has approved an award in the amount of **\$4,162,000** for eligible activities and will provide said funds to the Grantee consistent with the terms of this Contract and the Grantee's compliance with the conditions of this Contract; and

SECTION 2: The Grantee shall and will comply fully and completely with all provisions of this Contract in order to be eligible for the funds awarded under this Contract and to be in compliance with all provisions of this Contract.

STATE OF WISCONSIN  
DEPARTMENT OF COMMERCE

CITY OF WEST ALLIS

By: \_\_\_\_\_  
James O'Keefe, Administrator  
Division of Housing & Community Development

By:   
Dan Devine, Mayor  
City of West Allis

Date: \_\_\_\_\_

Date: 8/14/09

**ATTACHMENT A  
PROGRAM FUNDING SOURCE**

**FUNDING SOURCE**

The United States Government, through the Housing and Community Development Act of 1974, as amended, has established a program of Community Development Block Grants (CDBG) and has allowed each State to elect to administer CDBG funds for its nonentitlement areas, subject to certain conditions. For CDBG Disaster Recovery Assistance, HUD allows each State to administer these funds to both its entitlement and nonentitlement areas.

The funds awarded under this Contract are subject to the continued availability of funding from the U.S. Department of Housing and Urban Development.

For accounting purposes, the CFDA Numbers for this CDBG Program are 14.219 and 14.228.

**PROGRAM IMPLEMENTATION**

The Grantee will comply with the CDBG Program guidance provided in the most recent edition of the CDBG EAP Implementation Handbook.

**ATTACHMENT B  
PERIOD OF PERFORMANCE AND NOTICES**

Use of these funds is limited to the contracted activities and shall be used within the Performance Period.

The Performance Period for this Contract is June 9, 2009 to December 31, 2010.

For purposes of this Contract, the Performance Period stated is the allowable time to carry out the OBJECTIVES, SCOPE OF WORK and TIMETABLE as described in ATTACHMENT C.

**NOTICES**

For purposes of this provision, the Grantee shall notify the Department in writing within 10 days of change in the Grantee's address. All notices, demands or requests under this Contract shall be in writing to the address listed below:

To the Department:      CDBG-EAP Program  
                                  ATTN: Caryn Stone  
                                  Division of Housing and Community Development  
                                  Department of Commerce  
                                  P. O. Box 7970  
                                  Madison, WI 53707-7970

To the Grantee:            Clerk  
                                  City of West Allis  
                                  7525 West Greenfield Avenue  
                                  West Allis, WI 53214

**ATTACHMENT C  
OBJECTIVES / SCOPE OF WORK AND TIMETABLE**

The Grantee agrees to accomplish the following with the funds described in ATTACHMENT F, BUDGET, of this contract:

1. Publicize the availability of grant funds and assist property owners in making application for assistance.
2. CDBG-EAP funds from Budget Line H.1. shall be used for the rehabilitation of dwelling units damaged as a result of the flooding in the Federally Declared Disaster Period of June 5 through July 25, 2008 in the City of West Allis. All occupants of housing units to be rehabilitated under this section must have incomes at 80% or below of the County Median Income limits as defined by the Department of Housing and Urban Development for Milwaukee County, adjusted for family size.

Funds may be disbursed as a grant to owner-occupants. Assistance to landlords may be provided in the form of a grant or a 0% interest forgivable loan, with 20% of the loan forgiven each year that the landlord continues to rent to LMI households and to maintain their units in a decent, safe and sanitary condition. As long as the landlord complies with these requirements, 100% of the loan will be forgiven at the end of 5 years, .

3. CDBG-EAP funds from Budget Line H.2. shall be used for the acquisition, demolition and relocation of LMI households from homes substantially damaged during the flooding in the Federally Declared Disaster Period of June 5 through July 25, 2008 in the City of West Allis. All occupants of housing units to be acquired and relocated under this section must have incomes at 80% or below of the County Median Income limits as defined by the Department of Housing and Urban Development for Milwaukee County, adjusted for family size.
4. CDBG-EAP funds from Budget Line H.3. shall be used to reimburse the City for CDBG-EAP eligible costs which were unreimbursed by FEMA under their Public Assistance Program. The H.3. funds may also be used for the construction of a catch basin to prevent future neighborhood flooding.
5. CDBG-EAP funds from Budget Line H.4. shall be used for the acquisition and demolition of the blighted Milwaukee Gray Iron and Mykonos sites.

CDBG-EAP funds from Budget Line H.4. may also be used to provide assistance to businesses which suffered damages during the aforementioned Federally Declared Disaster Period. Damages may be in the form of structural damage to the place of business, loss of equipment or inventory, and/or documentable loss of revenue that occurred during the Disaster Period.

Assistance to business owners may be provided in the form of a 0% interest forgivable loan, with 20% of the loan forgiven each year that the business owner continues to operate the business. As long as the business remains in operation, 100% of the loan will be forgiven at the end of 5 years, .

6. Any program income from the use of CDBG-EAP funds in Budget Lines H.1 and H.4 may be retained by the City in the appropriate revolving loan fund during the grant period. Program income means gross income received by the Grantee which is directly generated from the use of grant funds. After grant closeout, Program Income must be returned to Wisconsin Department of Commerce.

All subcontracts for administration of this contract must be submitted to the Department prior to execution.

The Grantee shall maintain a staff sufficient to administer the above-named activities. All files and records shall be kept at 7525 West Greenfield Avenue, West Allis, WI.



The Grantee agrees to complete this contract and indicated program objectives according to the following schedule:

**ON OR BEFORE**

**ACCOMPLISHMENTS**

September 30, 2009

Secure administrative and engineering services. Submit procurement documentation and subcontracts to Commerce.

Set up files according to Department guidelines.

Establish financial management system and accounts, as needed.

Complete environmental review.

Review the procedures outlined in the CDBG-EAP Implementation Handbook in order to maintain program compliance.

Reimburse City for documented, CDBG-EAP eligible public facility costs.

Commence outreach and eligibility verification for disaster-related Business projects.

Request Federal and State wage rates, as needed, for business assistance projects.

Obtain all necessary permits.

Prepare and solicit construction bids, Report date of advertising and bid opening.

Award contract, submit "Notice of Contract Award".

Commence outreach and eligibility verification for disaster-related housing projects.

Submit Beneficiaries/Applicants and Accomplishments Report

October 7, 2009

Submit Semi-Annual Labor Standards Enforcement Report

December 30, 2009

Report construction start date(s). Describe progress and/or any delays.

Complete and describe Affirmative Fair Housing actions committed to in the application.

Conduct citizen participation meeting.

Continue to fund disaster-related housing projects.

Continue to fund disaster-related business projects.

Submit Beneficiaries/Applicants and Accomplishments Report

January 15, 2010

Submit audit-scheduling letter to Department of Commerce.

Arrange for audit, if necessary

**March 31, 2010**                      **Continue to fund disaster-related housing projects.**  
**Continue to fund disaster-related business projects.**  
**Submit Beneficiaries/Applicants and Accomplishments Report. Describe progress and/or any delays.**

**April 7, 2010**                      **Submit Semi-Annual Labor Standards Enforcement Report**

**June 30, 2010**                      **Continue to fund disaster-related housing projects.**  
**Continue to fund disaster-related business projects.**  
**Submit Beneficiaries/Applicants and Accomplishments Report. Describe progress and/or any delays.**

**September 30, 2010**              **Continue to fund disaster-related housing projects.**  
**Continue to fund disaster-related business projects.**  
**Submit Beneficiaries/Applicants and Accomplishments Report. Describe progress and/or any delays.**

**October 7, 2010**                      **Submit Semi-Annual Labor Standards Enforcement Report**

**December 31, 2010**              **Complete disaster-related housing projects.**  
**Complete business construction projects.**  
**Complete closeout report, Beneficiaries/Applicants and Accomplishments Report, and Final Labor Standards Compliance Report and submit to Department of Commerce.**

**January 15, 2011**                      **Submit audit-scheduling letter to Department of Commerce.**  
**Arrange for audit, if necessary**

## **ATTACHMENT D REPORTING SCHEDULE**

The Grantee agrees to submit the following reports as specified by the Department:

### **ACCOMPLISHMENTS REPORT**

The Accomplishments Report shall be in the form as described in Chapter IV, Financial Management, of the most recently published CDBG-EAP Implementation Handbook. Accomplishments Reports shall be based on calendar quarters and due no later than 10 working days after the end of each calendar quarter. An Accomplishments Report is due for the calendar quarter in which the Contract is effective and each subsequent quarter thereafter in the Performance Period.

### **CLOSEOUT REPORT**

The Grantee shall submit **two** copies of a Closeout Report to the Department.

### **ADDITIONAL REPORTS AND INFORMATION**

The Department reserves the right to amend and require additional information or reports as needed.

### **AUDIT SCHEDULING LETTER**

The Grantee annually will submit a letter advising the Department whether or not a Single Audit will be performed. See Chapter XII of the Implementation Handbook.

**ATTACHMENT E  
METHOD OF PAYMENT**

The Grantee is responsible for requisitioning CDBG-EAP funds through the Department, according to the established CDBG procedures.

The Department is not responsible for Grantee's disbursement of funds to beneficiaries, subcontractors and/or other creditors.

CDBG-EAP funds must be requested at such time as to minimize the number of days the funds are held in the Grantee's Grant Account.

The Grantee is responsible for requesting all payments as described in Chapter IV, Financial Management, of the CDBG-EAP Implementation Handbook.

**ATTACHMENT F  
BUDGET**

The Grantee agrees to spend its CDBG-EAP funds in the following amounts and for the purposes indicated below:

H.1. Owner- and Renter-occupied Rehabilitation	\$100,000
H.2 Acquisition/Demolition/Relocation	900,000
H.3 Public Facilities	150,000
H.4. Business Assistance	2,900,000
H.5. Administration	<u>112,000</u>
<b>TOTAL PROGRAM BUDGET</b>	<b>\$4,162,000</b>

This budget may be amended as described in Article 15 of this contract.

**ATTACHMENT G  
SPECIAL CONDITIONS**

The Grantee shall comply with the Special Conditions as follows:

1. The Grantee agrees to follow policies and procedures of 24 CFR 570 and the Department's CDBG-EAP Implementation Handbook, and any subsequent amendments or changes.
2. The Grantee understands that all policies and procedures of the regular CDBG-Public Facilities and Economic Development Programs are applicable to a CDBG-EAP Grant award for public facilities activities, including Davis Bacon Wage Rates and all Federal Labor Standards requirements.
3. The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the CDBG-EAP.
4. Any program income, other than that identified in Attachment C, #5, earned from the CDBG-EAP funds will be returned to the State unless other arrangements are mutually agreed upon in writing, between the Grantee and Commerce. Program income means gross income received by the Grantee which is directly generated from the use of grant funds.
5. CDBG-EAP funds may not be used to pay costs previously paid by other funding sources (e.g., personal insurance, federal programs, state programs, and other public or charitable assistance.) The Grantee will verify all sources of funding received for any activity to be funded under this CDBG-EAP Contract.
6. During the course of this contract, the Grantee will accomplish at least one the following activities to affirmatively further Fair Housing:
  - a. Publish a display ad containing Fair Housing ordinance information in the local newspaper.
  - b. Send letters explaining the Fair Housing Ordinance to area realtors, lenders, and landlords.
  - c. Set up a Fair Housing booth/table at an area fair, festival, or home show.
  - d. Set up a Fair Housing display and provide handouts at the local library.
  - e. Pass a Proclamation and advertise the designation of a Fair Housing week or month.
  - f. Sponsor a public service announcement about the concepts of Fair Housing. The PSA will run at least twice on two different days.
  - g. Sponsor a news article about the concepts of Fair Housing in the local newspaper.
6. The Grantee understands that the Department will not entertain a request for a contract amendment within 30 days of the end of this contract.
7. The Department reserves the right to reduce or rescind these funds if, within 120 days of the award date, progress in implementing the funded activities is substantially less than that committed to in this contract.

# **GENERAL TERMS AND CONDITIONS**

## **ARTICLE 1. REVIEW**

Liaison with the Department shall be through the Administrator of the Division of Housing and Community Development or person designated by the Administrator, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

## **ARTICLE 2. APPLICABLE LAW**

This Agreement shall be governed under the laws of the State of Wisconsin and the United States. Where applicable, the Grantee shall comply with local laws and ordinances.

## **ARTICLE 3. IDENTIFICATION AND AVAILABILITY OF FUNDS**

The source of program funding for this Agreement is described in the ATTACHMENTS.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds. Termination of this Agreement for lack of appropriations shall be without penalty.

## **ARTICLE 4. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

## **ARTICLE 5. PERIOD OF PERFORMANCE AND NOTICES**

Except for Survival Requirements (ARTICLE 4), the Performance Period is the term of this Agreement. The Period of Performance under this Agreement is as defined in the ATTACHMENTS.

All notices, demands, or requests under this Agreement shall be in writing to the addresses listed in the ATTACHMENTS.

## **ARTICLE 6. OBJECTIVES/SCOPE OF WORK**

The eligible activities under this Agreement are summarized in the ATTACHMENTS. In the event of a conflict between the summary in the ATTACHMENTS and the application and/or other supporting documents previously submitted to the Department by the Grantee, the ATTACHMENTS shall control.

The Grantee shall supply all necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the eligible activities set forth in the ATTACHMENTS. The Grantee shall provide the services in accordance with applicable professional standards.

## **ARTICLE 7. SUBCONTRACTS/ASSIGNMENTS**

The Grantee shall not assign or subcontract all or any part of the administrative work under this Agreement without prior written notification to the Department. The Department reserves the right to reject any subgrantee after notification. The Grantee must provide the Department with a copy of any executed subcontract or accepted subgrantee bid for the purpose of administering this Agreement that relates to activities funded under this Agreement. The Grantee shall be responsible for all matters involving any subgrantee engaged under this Agreement, including Agreement compliance, performance, and dispute

resolution between itself and a subgrantee. The Department bears no responsibility for subgrantee compliance, performance, or dispute resolution hereunder.

#### **ARTICLE 8. REPORTING**

The Grantee shall submit all required reports to the Department in a complete and timely manner according to the schedule set forth in the ATTACHMENTS, and shall comply with all other applicable regulations.

#### **ARTICLE 9. FAILURE TO PERFORM**

The Department reserves the right to suspend payment of funds, in whole or part, if any required report is not timely provided to the Department upon request or as required under any provision of this Agreement, or if the Grantee has not complied with the terms of this Agreement. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other Agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance, may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

#### **ARTICLE 10. TERMINATION OF AGREEMENT FOR CAUSE**

The Department reserves the right to terminate this Agreement in whole or in part without penalty effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

#### **ARTICLE 11. TERMINATION OF AGREEMENT**

Notwithstanding and in addition to the right to terminate the Agreement in Article 10 above, the Department may terminate this Agreement at any time at its discretion by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the Department. The Grantee may terminate this Agreement by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination.

#### **ARTICLE 12. LEGAL RELATIONS AND INDEMNIFICATION**

The Grantee shall at all times comply with and observe all applicable federal and state laws, ordinances, and regulations which are in effect during the performance period of this Agreement and which in any manner affect the Grantee's work or conduct.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents, and employees for all suits, actions, or claims of any character brought for or as a result of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or any of its subgrantees, in prosecuting work under this Agreement. If Grantee is a federally recognized American Indian Tribe or



Band, or an Authority, this Article shall not be construed as a waiver of tribal sovereign immunity and local ordinances or regulations may not apply.

**ARTICLE 13. CAPTIONS AND TERMS**

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement. Terms used but not specifically defined herein shall have the meaning defined by the Department.

**ARTICLE 14. PARTIAL INVALIDITY OF AGREEMENT**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

**ARTICLE 15. AMENDMENT**

Any amendment to this Agreement is at the discretion of the Department and must be by written amendment to this Agreement between the Department and the Grantee.

**ARTICLE 16. SPECIAL CONDITIONS**

Special Conditions incorporated as part of this Agreement are described in the ATTACHMENTS.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 17. METHOD OF PAYMENT**

Payments are to be used exclusively for expenses incurred during the Performance Period of this Agreement. Payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement as the ATTACHMENTS.

Request for final payment of any and all funds awarded by this Agreement, including project and administrative funds, must be received by the Department or other appropriate governmental agency or entity within 60 days of the end of the Performance Period or termination of this Agreement unless otherwise specifically provided for in the ATTACHMENTS.

Costs incurred prior to the effective date of the Agreement whether or not they would have been allowable hereunder if incurred after such date are only allowable if specifically provided for in the ATTACHMENTS.

**ARTICLE 18. VARIANCES**

Variations may be permitted as set forth in the ATTACHMENTS. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes must be made by an amendment to this Agreement.

**ARTICLE 19. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent

payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds, which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

#### **ARTICLE 20. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. The word "funds" as used in this Article does not include Program Income.

#### **ARTICLE 21. PROGRAM INCOME**

Program Income means gross income received by the Grantee which is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all contracted funds obtained from the Department; proceeds derived after Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition. Program Income may be further described in the ATTACHMENTS.

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source described in the ATTACHMENTS. If at any time changes in the use of Program Income are considered, the Grantee must submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee further agrees to return the Program Income balance and any additional Program Income accrued to the Department by January 31 of the following year.

#### **ARTICLE 22. FINANCIAL MANAGEMENT**

The Grantee shall maintain a financial management system which complies with the rules and regulations required by the Program funding source described in the ATTACHMENTS and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

## **ADMINISTRATIVE TERMS AND CONDITIONS**

### **ARTICLE 23. PROCUREMENT**

The Grantee shall conduct all procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value of the transactions, in a manner that provides maximum open and free competition.

### **ARTICLE 24. CONFLICT OF INTEREST**

No person who is an employee, agent, consultant or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

### **ARTICLE 25. BONDING AND INSURANCE**

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

### **ARTICLE 26. PUBLICATIONS**

The Department shall retain ownership of all materials produced under this Agreement. The Department grants to the Grantee royalty-free, non-exclusive, and irrevocable license to reproduce, publish, otherwise use, or authorize others to use such printed materials. All printed materials funded in whole or in part under this Agreement must contain the following statement.

"This publication and/or the activities described herein were funded by the  
State of Wisconsin, Department of Commerce, Division of Housing and Community Development."

### **ARTICLE 27. RECORD KEEPING AND CONFIDENTIALITY**

The Grantee shall establish a record keeping system that conforms to the rules and regulations required by the Program funding source described in the ATTACHMENTS and/or to standards established by the Department to assure that the Agreement is in compliance with all applicable regulations. The system shall provide an historic account of Agreement activities for examination and review by anyone authorized by the Department. Records shall be maintained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer.

The minimum acceptable records for administrative purposes of this Agreement consist of:

- 1) Documentation of employee time;
- 2) Documentation of all materials, supplies, and travel expenses;

- 3) Inventory records and supporting documents for allowable equipment purchased to carry out the scope of work of the project;
- 4) Documentation and justification of the methodology used for any in-kind contributions;
- 5) Justification supporting allocation of space charges or other indirect cost allocation methods; and
- 6) Any other records which support charges incurred.

The Grantee shall maintain sufficient segregation of accounting records for this Agreement separate from other Agreements, projects, and programs.

Except as required by the Department, disclosure by the Grantee of any information concerning beneficiaries who receive services from the Grantee is prohibited. The Grantee is responsible for obtaining all necessary, informed, written consent of the beneficiaries or the beneficiaries' legal guardians when the beneficiaries apply to the Grantee so that this Agreement can be properly administered by the Grantee and audited by the Department.

#### **ARTICLE 28. EXAMINATION OF RECORDS**

Documents related to this Agreement shall be made available for review by the Department during normal business hours.

The Department shall have access to all records related to this Agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, the Grantee shall provide copies in such form as may be requested by the Department. Such material must be retained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer. This provision shall also apply in the event of termination of this Agreement.

#### **ARTICLE 29. AUDIT REQUIREMENTS**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. The following requirements apply:

*NOTE: The funding source (federal or state) of this grant is identified in the ATTACHMENTS.*

##### **Federal Funded Awards:**

**Governmental Grantees**, or their assignees, including Non-Profit and For-Profit assignees, that **expend \$500,000 or more** in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996), OMB Circular A-133, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

**Non-Profit Grantees**, or their assignees, that **expend \$500,000 or more** in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996) and OMB Circular A-133. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

**For-Profit Grantees**, or their assignees, that **expend \$500,000** or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$500,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

**State Funded Awards:**

***NOTE:** If an audit is required under OMB Circular A-133 as described above, then this section does not apply, as State Funded Awards shall already be included in that audit.*

**Governmental, Non-Profit, and For-Profit Grantees**, or their assignees, that **expend \$100,000** or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from State Government sources is less than \$100,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

**Submit To:**

Send one copy of the Audit and Management Letter or the letter confirming that the audit requirements are not applicable to:

Federal Auditor  
Wisconsin Department of Commerce  
Division of Administrative Services  
P.O. Box 7970  
Madison, Wisconsin 53707-7970.

## **ASSURANCES**

### **ARTICLE 30. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS**

The Grantee shall comply with s. 16.765, Wis. Stats., as follows:

In connection with the performance of work under this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, or national origin.

This provision shall include, but not be limited to, the following activities: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.

An Affirmative Action Plan is required from any Grantee who receives an award from the Department in excess of \$25,000 and who has a work force of twenty-five (25) or more employees as of the Agreement date. Grantees with an annual work force of less than twenty-five (25) employees, in lieu of a written affirmative action plan, are required to have on file with the Department a completed and signed exemption form. General purpose units of government and Indian Tribes or Bands or Authorities are exempt from this requirement.

The Grantee shall include these provisions in any subcontract associated with this Agreement.

### **ARTICLE 31. DISCLOSURE**

If a state public official as defined by s. 19.42, Wis. Stats., or an organization in which a state public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless appropriate disclosure is made to the Government Accountability Board, Ethics and Accountability Division.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and of the Department.

### **ARTICLE 32. FAIR HOUSING**

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

### **ARTICLE 33. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business, local business, woman-owned, and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for Agreements or subcontracts to be performed utilizing these funds.

The Grantee shall keep records of the extent (number and dollar amount) of participation by the above-specified businesses, including owners, and assess the results of its efforts to encourage the use of such businesses.

**ARTICLE 34. UNIFORM ADMINISTRATIVE REQUIREMENTS**

Dependent on the nature of your program, the following U.S. Office of Management and Budget (OMB) Circulars apply:

Although there are six grant circulars, the Grantee is only covered by three, depending on type of entity as follows:

**States, local governments, and Indian Tribes follow:**

- A-87 for cost principles
- A102 for administrative requirements, and
- A-133 for audit requirements

**Educational Institutions (even if part of a State or local government) follow:**

- A-21 for cost principles
- A-110 for administrative requirements, and
- A-133 for audit requirements

**Non-Profit Organizations follow:**

- A-122 for cost principles
- A-110 for administrative requirements, and
- A-133 for audit requirements

**ARTICLE 35. DEBARRED CONTRACTORS**

Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status. Grantees must certify that all contractors, subcontractors, lower-tier contractors and subrecipients are not listed in the federal publication that lists debarred, suspended and ineligible contractors.

GRANTEE NAME: \_\_\_\_\_

CONTRACT #: \_\_\_\_\_

## DEPOSITORY CERTIFICATION

### SECTION I

The \_\_\_\_\_ has  
Name, Address and Zip Code of Bank

been designated to receive all funds resulting from the contract executed between the Wisconsin

Department of Commerce and the \_\_\_\_\_ of \_\_\_\_\_  
Grantee Name

The funds should be deposited to account # \_\_\_\_\_

\_\_\_\_\_  
Signature of Chief Elected Official Title Date

Typed Name \_\_\_\_\_

### SECTION II

The account identified in Section I has been established with this bank. All necessary documentation to legally enable this bank to receive direct deposits to this account without payee's endorsement are in this bank's custody. All deposits are insured by \_\_\_\_\_. The Depository hereby agrees to immediately notify the recipient local government when a deposit is made to the above account.

\_\_\_\_\_  
Signature of Bank Official Title Date

Typed Name \_\_\_\_\_



## ATTACHMENT 1

### DEPOSITORY CERTIFICATION FORM AND INSTRUCTIONS

A checking account must be established **by the municipality** specifically for CDBG funds. This account must be a **NON INTEREST-BEARING** checking account. If interest is inadvertently earned on this account, it must be returned to the Department of Housing and Urban Development via COMMERCE.

This account should be setup so that you receive your cancelled checks with your monthly bank statement.

CDBG funds requested will be deposited directly into your Grant Account, and **your bills should be paid from this account**. This allows for a clear audit trail of CDBG funds deposited to, and disbursed from, your account.

- Fill in the "Grantee Name" and "Contract #" in the upper right corner of the form.
- Section I identifies the financial institution where the various installments of your grant payments will be sent, and the checking account number for the deposit of grant payments. (Note: Be sure to fill in the complete address of the financial institution.)

The signature in Section I is that of the chief elected official (i.e., Mayor, City Council President, Village President, Town Board Chairman, County Board Chairman, or County Executive).

- Section II requires the local financial institution to notify the grantee when each grant payment has been received. It also identifies the insurer of the CDBG deposits.

The signature in Section II is that of an official in the designated local financial institution. **It is important for the bank official to know that the Community must be notified by telephone the same day CDBG funds are received by the bank.**

- Should the local financial institution's name, address, or the account number change, a new form must be completed. If you have any questions, contact COMMERCE.
- When the *Depository Certification* form has been completed, retain a photocopy of the form for your grant files. Mail the **original form, with original signatures**, to:

Rick Radig,  
CDBG Program, Bureau of Local Development  
P. O. Box 7970  
Madison, WI 53707-7970




## ATTACHMENT 2

### SIGNATURE CERTIFICATION FORM AND INSTRUCTIONS

- Fill in the "Grantee's Name" and "Contract #" in the upper right corner of the form.
- The *Signature Certification* form identifies the three individuals, authorized by the chief elected official (CEO), to make requests for grant funds. Any local official or employee may be authorized to request funds. (They do not have to be the same individuals that sign the community checks.) However, the **chief elected official (CEO) is disqualified** from being authorized to request funds, as the CEO is responsible for certifying the authorized signatories. **The CEO shall only sign the *Signature Certification* form after the authorized individuals have signed and dated the form.**
- Only the three individuals authorized on the *Signature Certification* form may sign the *Request for Disbursement of Community Development Block Grant Funds* form (see *Attachment 3*). If at any time an authorized signatory is unable to continue signing the *Request for Disbursement of Community Development Block Grant Funds* forms, or a name change occurs, a new form must be completed and mailed to the address below. Please be sure to complete the line that indicates the **"previously authorized signature."**
- When the *Signature Certification* form has been completed, retain a photocopy of the form for your grant files. Mail the **original form, with original signatures**, to:

Rick Radig  
CDBG Program, Bureau of Local Development  
P. O. Box 7970  
Madison, WI 53707-7970

Please send an executed copy to  
the Clerk's Office with this note  
attached.

Thank you. 

Res. No. R-2009-0167

Date Adopted 8.4.09

# 51

Performance Period: 6/9/09 thru 12/31/10  
Award Amount: \$4,162,000

**COMMUNITY DEVELOPMENT BLOCK GRANT – EMERGENCY ASSISTANCE PROGRAM  
CONTRACT  
BETWEEN  
THE STATE OF WISCONSIN  
DEPARTMENT OF COMMERCE  
AND THE  
CITY OF WEST ALLIS**

**CONTRACT # EAP 08-20**

THIS CONTRACT is made and entered into by and between the State of Wisconsin Department of Commerce, hereinafter referred to as the "Department," and the City of West Allis, hereinafter referred to as the "Grantee." This Contract is effective as of **June 9, 2009**, and after signature of all parties.

WHEREAS, the Department administers the Community Development Block Grant – Emergency Assistance Program (CDBG-EAP), hereinafter referred to as the "Program," through the Division of Housing and Community Development to provide funds for eligible activities; and

WHEREAS, the Grantee has submitted an application for the identified Program; and

WHEREAS, this Contract is a mutually exclusive contract and is distinguished from all previous contracts between the Grantee and the Department and contains the entire understanding between the parties; and it is the intention of the parties to this Contract that all activities described herein shall be for their mutual benefit; and

WHEREAS, the terms and conditions herein shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract; and

WHEREAS, pursuant to Section 560.9804 (1), Wis. Stats., the Department is authorized to enter into an agreement with an agent designated under Section 560.9804 (2), Wis. Stats., to allow the agent to do one or more of the activities identified in Section 560.9804 (1), Wis. Stats., as may be further limited under the terms of this agreement;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Sections 1 and 2 below, Articles 1 through 35, and ATTACHMENTS A through G which are annexed and made a part hereof.

SECTION 1: The Department, on reliance upon the representations set forth in the Application, has approved an award in the amount of **\$4,162,000** for eligible activities and will provide said funds to the Grantee consistent with the terms of this Contract and the Grantee's compliance with the conditions of this Contract; and

SECTION 2: The Grantee shall and will comply fully and completely with all provisions of this Contract in order to be eligible for the funds awarded under this Contract and to be in compliance with all provisions of this Contract.

STATE OF WISCONSIN  
DEPARTMENT OF COMMERCE

CITY OF WEST ALLIS

By:   
James O'Keefe, Administrator  
Division of Housing & Community Development

By:   
Dan Devine, Mayor  
City of West Allis

Date: August 31, 2009

Date: 8/14/09

MEMORANDUM FOR THE DIRECTOR, FBI

RE: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible signature]

[Illegible signature]

8/11/8

## **GENERAL TERMS AND CONDITIONS**

### **ARTICLE 1. REVIEW**

Liaison with the Department shall be through the Administrator of the Division of Housing and Community Development or person designated by the Administrator, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

### **ARTICLE 2. APPLICABLE LAW**

This Agreement shall be governed under the laws of the State of Wisconsin and the United States. Where applicable, the Grantee shall comply with local laws and ordinances.

### **ARTICLE 3. IDENTIFICATION AND AVAILABILITY OF FUNDS**

The source of program funding for this Agreement is described in the ATTACHMENTS.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds. Termination of this Agreement for lack of appropriations shall be without penalty.

### **ARTICLE 4. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

### **ARTICLE 5. PERIOD OF PERFORMANCE AND NOTICES**

Except for Survival Requirements (ARTICLE 4), the Performance Period is the term of this Agreement. The Period of Performance under this Agreement is as defined in the ATTACHMENTS.

All notices, demands, or requests under this Agreement shall be in writing to the addresses listed in the ATTACHMENTS.

### **ARTICLE 6. OBJECTIVES/SCOPE OF WORK**

The eligible activities under this Agreement are summarized in the ATTACHMENTS. In the event of a conflict between the summary in the ATTACHMENTS and the application and/or other supporting documents previously submitted to the Department by the Grantee, the ATTACHMENTS shall control.

The Grantee shall supply all necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the eligible activities set forth in the ATTACHMENTS. The Grantee shall provide the services in accordance with applicable professional standards.

### **ARTICLE 7. SUBCONTRACTS/ASSIGNMENTS**

The Grantee shall not assign or subcontract all or any part of the administrative work under this Agreement without prior written notification to the Department. The Department reserves the right to reject any subgrantee after notification. The Grantee must provide the Department with a copy of any executed subcontract or accepted subgrantee bid for the purpose of administering this Agreement that relates to activities funded under this Agreement. The Grantee shall be responsible for all matters involving any subgrantee engaged under this Agreement, including Agreement compliance, performance, and dispute

resolution between itself and a subgrantee. The Department bears no responsibility for subgrantee compliance, performance, or dispute resolution hereunder.

**ARTICLE 8. REPORTING**

The Grantee shall submit all required reports to the Department in a complete and timely manner according to the schedule set forth in the ATTACHMENTS, and shall comply with all other applicable regulations.

**ARTICLE 9. FAILURE TO PERFORM**

The Department reserves the right to suspend payment of funds, in whole or part, if any required report is not timely provided to the Department upon request or as required under any provision of this Agreement, or if the Grantee has not complied with the terms of this Agreement. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other Agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance, may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

**ARTICLE 10. TERMINATION OF AGREEMENT FOR CAUSE**

The Department reserves the right to terminate this Agreement in whole or in part without penalty effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

**ARTICLE 11. TERMINATION OF AGREEMENT**

Notwithstanding and in addition to the right to terminate the Agreement in Article 10 above, the Department may terminate this Agreement at any time at its discretion by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the Department. The Grantee may terminate this Agreement by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination.

**ARTICLE 12. LEGAL RELATIONS AND INDEMNIFICATION**

The Grantee shall at all times comply with and observe all applicable federal and state laws, ordinances, and regulations which are in effect during the performance period of this Agreement and which in any manner affect the Grantee's work or conduct.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents, and employees for all suits, actions, or claims of any character brought for or as a result of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or any of its subgrantees, in prosecuting work under this Agreement. If Grantee is a federally recognized American Indian Tribe or



Band, or an Authority, this Article shall not be construed as a waiver of tribal sovereign immunity and local ordinances or regulations may not apply.

**ARTICLE 13. CAPTIONS AND TERMS**

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement. Terms used but not specifically defined herein shall have the meaning defined by the Department.

**ARTICLE 14. PARTIAL INVALIDITY OF AGREEMENT**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

**ARTICLE 15. AMENDMENT**

Any amendment to this Agreement is at the discretion of the Department and must be by written amendment to this Agreement between the Department and the Grantee.

**ARTICLE 16. SPECIAL CONDITIONS**

Special Conditions incorporated as part of this Agreement are described in the ATTACHMENTS.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 17. METHOD OF PAYMENT**

Payments are to be used exclusively for expenses incurred during the Performance Period of this Agreement. Payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement as the ATTACHMENTS.

Request for final payment of any and all funds awarded by this Agreement, including project and administrative funds, must be received by the Department or other appropriate governmental agency or entity within 60 days of the end of the Performance Period or termination of this Agreement unless otherwise specifically provided for in the ATTACHMENTS.

Costs incurred prior to the effective date of the Agreement whether or not they would have been allowable hereunder if incurred after such date are only allowable if specifically provided for in the ATTACHMENTS.

**ARTICLE 18. VARIANCES**

Variations may be permitted as set forth in the ATTACHMENTS. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes must be made by an amendment to this Agreement.

**ARTICLE 19. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent

payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds, which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

#### **ARTICLE 20. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. The word "funds" as used in this Article does not include Program Income.

#### **ARTICLE 21. PROGRAM INCOME**

Program Income means gross income received by the Grantee which is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all contracted funds obtained from the Department; proceeds derived after Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition. Program Income may be further described in the ATTACHMENTS.

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source described in the ATTACHMENTS. If at any time changes in the use of Program Income are considered, the Grantee must submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee further agrees to return the Program Income balance and any additional Program Income accrued to the Department by January 31 of the following year.

#### **ARTICLE 22. FINANCIAL MANAGEMENT**

The Grantee shall maintain a financial management system which complies with the rules and regulations required by the Program funding source described in the ATTACHMENTS and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

## **ADMINISTRATIVE TERMS AND CONDITIONS**

### **ARTICLE 23. PROCUREMENT**

The Grantee shall conduct all procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value of the transactions, in a manner that provides maximum open and free competition.

### **ARTICLE 24. CONFLICT OF INTEREST**

No person who is an employee, agent, consultant or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

### **ARTICLE 25. BONDING AND INSURANCE**

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

### **ARTICLE 26. PUBLICATIONS**

The Department shall retain ownership of all materials produced under this Agreement. The Department grants to the Grantee royalty-free, non-exclusive, and irrevocable license to reproduce, publish, otherwise use, or authorize others to use such printed materials. All printed materials funded in whole or in part under this Agreement must contain the following statement.

"This publication and/or the activities described herein were funded by the  
State of Wisconsin, Department of Commerce, Division of Housing and Community Development."

### **ARTICLE 27. RECORD KEEPING AND CONFIDENTIALITY**

The Grantee shall establish a record keeping system that conforms to the rules and regulations required by the Program funding source described in the ATTACHMENTS and/or to standards established by the Department to assure that the Agreement is in compliance with all applicable regulations. The system shall provide an historic account of Agreement activities for examination and review by anyone authorized by the Department. Records shall be maintained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer.

The minimum acceptable records for administrative purposes of this Agreement consist of:

- 1) Documentation of employee time;
- 2) Documentation of all materials, supplies, and travel expenses;

- 3) Inventory records and supporting documents for allowable equipment purchased to carry out the scope of work of the project;
- 4) Documentation and justification of the methodology used for any in-kind contributions;
- 5) Justification supporting allocation of space charges or other indirect cost allocation methods; and
- 6) Any other records which support charges incurred.

The Grantee shall maintain sufficient segregation of accounting records for this Agreement separate from other Agreements, projects, and programs.

Except as required by the Department, disclosure by the Grantee of any information concerning beneficiaries who receive services from the Grantee is prohibited. The Grantee is responsible for obtaining all necessary, informed, written consent of the beneficiaries or the beneficiaries' legal guardians when the beneficiaries apply to the Grantee so that this Agreement can be properly administered by the Grantee and audited by the Department.

#### **ARTICLE 28. EXAMINATION OF RECORDS**

Documents related to this Agreement shall be made available for review by the Department during normal business hours.

The Department shall have access to all records related to this Agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, the Grantee shall provide copies in such form as may be requested by the Department. Such material must be retained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer. This provision shall also apply in the event of termination of this Agreement.

#### **ARTICLE 29. AUDIT REQUIREMENTS**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. The following requirements apply:

*NOTE: The funding source (federal or state) of this grant is identified in the ATTACHMENTS.*

##### **Federal Funded Awards:**

**Governmental Grantees**, or their assignees, including Non-Profit and For-Profit assignees, that expend \$500,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996), OMB Circular A-133, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

**Non-Profit Grantees**, or their assignees, that expend \$500,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996) and OMB Circular A-133. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

**For-Profit Grantees**, or their assignees, that **expend \$500,000** or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$500,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

**State Funded Awards:**

***NOTE:** If an audit is required under OMB Circular A-133 as described above, then this section does not apply, as State Funded Awards shall already be included in that audit.*

**Governmental, Non-Profit, and For-Profit Grantees**, or their assignees, that **expend \$100,000** or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from State Government sources is less than \$100,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

**Submit To:**

Send one copy of the Audit and Management Letter or the letter confirming that the audit requirements are not applicable to:

Federal Auditor  
Wisconsin Department of Commerce  
Division of Administrative Services  
P.O. Box 7970  
Madison, Wisconsin 53707-7970.

# **ASSURANCES**

## **ARTICLE 30. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS**

The Grantee shall comply with s. 16.765, Wis. Stats., as follows:

In connection with the performance of work under this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, or national origin.

This provision shall include, but not be limited to, the following activities: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.

An Affirmative Action Plan is required from any Grantee who receives an award from the Department in excess of \$25,000 and who has a work force of twenty-five (25) or more employees as of the Agreement date. Grantees with an annual work force of less than twenty-five (25) employees, in lieu of a written affirmative action plan, are required to have on file with the Department a completed and signed exemption form. General purpose units of government and Indian Tribes or Bands or Authorities are exempt from this requirement.

The Grantee shall include these provisions in any subcontract associated with this Agreement.

## **ARTICLE 31. DISCLOSURE**

If a state public official as defined by s. 19.42, Wis. Stats., or an organization in which a state public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless appropriate disclosure is made to the Government Accountability Board, Ethics and Accountability Division.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and of the Department.

## **ARTICLE 32. FAIR HOUSING**

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

## **ARTICLE 33. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business, local business, woman-owned, and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for Agreements or subcontracts to be performed utilizing these funds.

The Grantee shall keep records of the extent (number and dollar amount) of participation by the above-specified businesses, including owners, and assess the results of its efforts to encourage the use of such businesses.

**ARTICLE 34. UNIFORM ADMINISTRATIVE REQUIREMENTS**

Dependent on the nature of your program, the following U.S. Office of Management and Budget (OMB) Circulars apply:

Although there are six grant circulars, the Grantee is only covered by three, depending on type of entity as follows:

**States, local governments, and Indian Tribes follow:**

- A-87 for cost principles
- A102 for administrative requirements, and
- A-133 for audit requirements

**Educational Institutions (even if part of a State or local government) follow:**

- A-21 for cost principles
- A-110 for administrative requirements, and
- A-133 for audit requirements

**Non-Profit Organizations follow:**

- A-122 for cost principles
- A-110 for administrative requirements, and
- A-133 for audit requirements

**ARTICLE 35. DEBARRED CONTRACTORS**

Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status. Grantees must certify that all contractors, subcontractors, lower-tier contractors and subrecipients are not listed in the federal publication that lists debarred, suspended and ineligible contractors.

**ATTACHMENT A  
PROGRAM FUNDING SOURCE**

**FUNDING SOURCE**

The United States Government, through the Housing and Community Development Act of 1974, as amended, has established a program of Community Development Block Grants (CDBG) and has allowed each State to elect to administer CDBG funds for its nonentitlement areas, subject to certain conditions. For CDBG Disaster Recovery Assistance, HUD allows each State to administer these funds to both its entitlement and nonentitlement areas.

The funds awarded under this Contract are subject to the continued availability of funding from the U.S. Department of Housing and Urban Development.

For accounting purposes, the CFDA Numbers for this CDBG Program are 14.219 and 14.228.

**PROGRAM IMPLEMENTATION**

The Grantee will comply with the CDBG Program guidance provided in the most recent edition of the CDBG EAP Implementation Handbook.



**ATTACHMENT B  
PERIOD OF PERFORMANCE AND NOTICES**

Use of these funds is limited to the contracted activities and shall be used within the Performance Period.

The Performance Period for this Contract is June 9, 2009 to December 31, 2010.

For purposes of this Contract, the Performance Period stated is the allowable time to carry out the OBJECTIVES, SCOPE OF WORK and TIMETABLE as described in ATTACHMENT C.

**NOTICES**

For purposes of this provision, the Grantee shall notify the Department in writing within 10 days of change in the Grantee's address. All notices, demands or requests under this Contract shall be in writing to the address listed below:

To the Department:      CDBG-EAP Program  
                                  ATTN: Caryn Stone  
                                  Division of Housing and Community Development  
                                  Department of Commerce  
                                  P. O. Box 7970  
                                  Madison, WI 53707-7970

To the Grantee:            City of West Allis  
                                  Department of Development  
                                  7525 West Greenfield Avenue  
                                  West Allis, WI 53214

**ATTACHMENT C  
OBJECTIVES / SCOPE OF WORK AND TIMETABLE**

The Grantee agrees to accomplish the following with the funds described in ATTACHMENT F, BUDGET, of this contract:

1. Publicize the availability of grant funds and assist property owners in making application for assistance.
2. CDBG-EAP funds from Budget Line H.1. shall be used for the rehabilitation of dwelling units damaged as a result of the flooding in the Federally Declared Disaster Period of June 5 through July 25, 2008 in the City of West Allis. All occupants of housing units to be rehabilitated under this section must have incomes at 80% or below of the County Median Income limits as defined by the Department of Housing and Urban Development for Milwaukee County, adjusted for family size.

Funds may be disbursed as a grant to owner-occupants. Assistance to landlords may be provided in the form of a grant or a 0% interest forgivable loan, with 20% of the loan forgiven each year that the landlord continues to rent to LMI households and to maintain their units in a decent, safe and sanitary condition. As long as the landlord complies with these requirements, 100% of the loan will be forgiven at the end of 5 years, .

3. CDBG-EAP funds from Budget Line H.2. shall be used for the acquisition, demolition and relocation of LMI households from homes substantially damaged during the flooding in the Federally Declared Disaster Period of June 5 through July 25, 2008 in the City of West Allis. All occupants of housing units to be acquired and relocated under this section must have incomes at 80% or below of the County Median Income limits as defined by the Department of Housing and Urban Development for Milwaukee County, adjusted for family size.
4. CDBG-EAP funds from Budget Line H.3. shall be used to reimburse the City for CDBG-EAP eligible costs which were unreimbursed by FEMA under their Public Assistance Program. The H.3. funds may also be used for the construction of a catch basin to prevent future neighborhood flooding.
5. CDBG-EAP funds from Budget Line H.4. shall be used for the acquisition and demolition of the blighted Milwaukee Gray Iron and Mykonos sites.

CDBG-EAP funds from Budget Line H.4. may also be used to provide assistance to businesses which suffered damages during the aforementioned Federally Declared Disaster Period. Damages may be in the form of structural damage to the place of business, loss of equipment or inventory, and/or documentable loss of revenue that occurred during the Disaster Period.

Assistance to business owners may be provided in the form of a 0% interest forgivable loan, with 20% of the loan forgiven each year that the business owner continues to operate the business. As long as the business remains in operation, 100% of the loan will be forgiven at the end of 5 years, .

6. Any program income from the use of CDBG-EAP funds in Budget Lines H.1 and H.4 may be retained by the City in the appropriate revolving loan fund during the grant period. Program income means gross income received by the Grantee which is directly generated from the use of grant funds. After grant closeout, Program Income must be returned to Wisconsin Department of Commerce.

All subcontracts for administration of this contract must be submitted to the Department prior to execution.

The Grantee shall maintain a staff sufficient to administer the above-named activities. All files and records shall be kept at 7525 West Greenfield Avenue, West Allis, WI.

The Grantee agrees to complete this contract and indicated program objectives according to the following schedule:

**ON OR BEFORE**

**ACCOMPLISHMENTS**

September 30, 2009

Secure administrative and engineering services. Submit procurement documentation and subcontracts to Commerce.

Set up files according to Department guidelines.

Establish financial management system and accounts, as needed.

Complete environmental review.

Review the procedures outlined in the CDBG-EAP Implementation Handbook in order to maintain program compliance.

Reimburse City for documented, CDBG-EAP eligible public facility costs.

Commence outreach and eligibility verification for disaster-related Business projects.

Request Federal and State wage rates, as needed, for business assistance projects.

Obtain all necessary permits.

Prepare and solicit construction bids, Report date of advertising and bid opening.

Award contract, submit "Notice of Contract Award".

Commence outreach and eligibility verification for disaster-related housing projects.

Submit Beneficiaries/Applicants and Accomplishments Report

October 7, 2009

Submit Semi-Annual Labor Standards Enforcement Report

December 30, 2009

Report construction start date(s). Describe progress and/or any delays.

Complete and describe Affirmative Fair Housing actions committed to in the application.

Conduct citizen participation meeting.

Continue to fund disaster-related housing projects.

Continue to fund disaster-related business projects.

Submit Beneficiaries/Applicants and Accomplishments Report

January 15, 2010

Submit audit-scheduling letter to Department of Commerce.

Arrange for audit, if necessary

March 31, 2010	Continue to fund disaster-related housing projects. Continue to fund disaster-related business projects. Submit Beneficiaries/Applicants and Accomplishments Report. Describe progress and/or any delays.
April 7, 2010	Submit Semi-Annual Labor Standards Enforcement Report
June 30, 2010	Continue to fund disaster-related housing projects. Continue to fund disaster-related business projects. Submit Beneficiaries/Applicants and Accomplishments Report. Describe progress and/or any delays.
September 30, 2010	Continue to fund disaster-related housing projects. Continue to fund disaster-related business projects. Submit Beneficiaries/Applicants and Accomplishments Report. Describe progress and/or any delays.
October 7, 2010	Submit Semi-Annual Labor Standards Enforcement Report
December 31, 2010	Complete disaster-related housing projects. Complete business construction projects. Complete closeout report, Beneficiaries/Applicants and Accomplishments Report, and Final Labor Standards Compliance Report and submit to Department of Commerce.
January 15, 2011	Submit audit-scheduling letter to Department of Commerce. Arrange for audit, if necessary

## **ATTACHMENT D REPORTING SCHEDULE**

The Grantee agrees to submit the following reports as specified by the Department:

### **ACCOMPLISHMENTS REPORT**

The Accomplishments Report shall be in the form as described in Chapter IV, Financial Management, of the most recently published CDBG-EAP Implementation Handbook. Accomplishments Reports shall be based on calendar quarters and due no later than 10 working days after the end of each calendar quarter. An Accomplishments Report is due for the calendar quarter in which the Contract is effective and each subsequent quarter thereafter in the Performance Period.

### **CLOSEOUT REPORT**

The Grantee shall submit **two** copies of a Closeout Report to the Department.

### **ADDITIONAL REPORTS AND INFORMATION**

The Department reserves the right to amend and require additional information or reports as needed.

### **AUDIT SCHEDULING LETTER**

The Grantee annually will submit a letter advising the Department whether or not a Single Audit will be performed. See Chapter XII of the Implementation Handbook.

**ATTACHMENT E  
METHOD OF PAYMENT**

The Grantee is responsible for requisitioning CDBG-EAP funds through the Department, according to the established CDBG procedures.

The Department is not responsible for Grantee's disbursement of funds to beneficiaries, subcontractors and/or other creditors.

CDBG-EAP funds must be requested at such time as to minimize the number of days the funds are held in the Grantee's Grant Account.

The Grantee is responsible for requesting all payments as described in Chapter IV, Financial Management, of the CDBG-EAP Implementation Handbook.

**ATTACHMENT F  
BUDGET**

The Grantee agrees to spend its CDBG-EAP funds in the following amounts and for the purposes indicated below:

H.1. Owner- and Renter-occupied Rehabilitation	\$100,000
H.2 Acquisition/Demolition/Relocation	900,000
H.3 Public Facilities	150,000
H.4. Business Assistance	2,900,000
H.5. Administration	<u>112,000</u>
<b>TOTAL PROGRAM BUDGET</b>	<b>\$4,162,000</b>

This budget may be amended as described in Article 15 of this contract.

**ATTACHMENT G  
SPECIAL CONDITIONS**

The Grantee shall comply with the Special Conditions as follows:

1. The Grantee agrees to follow policies and procedures of 24 CFR 570 and the Department's CDBG-EAP Implementation Handbook, and any subsequent amendments or changes.
2. The Grantee understands that all policies and procedures of the regular CDBG-Public Facilities and Economic Development Programs are applicable to a CDBG-EAP Grant award for public facilities activities, including Davis Bacon Wage Rates and all Federal Labor Standards requirements.
3. The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the CDBG-EAP.
4. Any program income, other than that identified in Attachment C, #5, earned from the CDBG-EAP funds will be returned to the State unless other arrangements are mutually agreed upon in writing, between the Grantee and Commerce. Program income means gross income received by the Grantee which is directly generated from the use of grant funds.
5. CDBG-EAP funds may not be used to pay costs previously paid by other funding sources (e.g., personal insurance, federal programs, state programs, and other public or charitable assistance.) The Grantee will verify all sources of funding received for any activity to be funded under this CDBG-EAP Contract.
6. During the course of this contract, the Grantee will accomplish at least one the following activities to affirmatively further Fair Housing:
  - a. Publish a display ad containing Fair Housing ordinance information in the local newspaper.
  - b. Send letters explaining the Fair Housing Ordinance to area realtors, lenders, and landlords.
  - c. Set up a Fair Housing booth/table at an area fair, festival, or home show.
  - d. Set up a Fair Housing display and provide handouts at the local library.
  - e. Pass a Proclamation and advertise the designation of a Fair Housing week or month.
  - f. Sponsor a public service announcement about the concepts of Fair Housing. The PSA will run at least twice on two different days.
  - g. Sponsor a news article about the concepts of Fair Housing in the local newspaper.
6. The Grantee understands that the Department will not entertain a request for a contract amendment within 30 days of the end of this contract.
7. The Department reserves the right to reduce or rescind these funds if, within 120 days of the award date, progress in implementing the funded activities is substantially less than that committed to in this contract.