



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2007-0291

Final Action:

DEC 04 2007

Sponsor(s): Administration & Finance Committee

Resolution approving Subgrantee Agreements by and between the City of West Allis and various Community Development Block Grant recipients for support of administrative, public service, housing rehabilitation, economic development, public improvement, redevelopment activities and projects funded by 2008 Community Development Block Grant funds.

WHEREAS, the Common Council under Resolution Number R-2007-0230, approved Fiscal Year 2008 Action Plan ("Plan") for the Community Development Block Grant program; and,

WHEREAS, the Plan allocated Community Development Block Grant funds to various administrative, public service, housing rehabilitation, economic development, public improvement, redevelopment activities and projects, a summary is hereby attached as Exhibit A; and,

WHEREAS, the aforesaid Plan's activities and projects are eligible for Community Development Block Grant funds; and,

WHEREAS, the Health and Urban Development (H.U.D.) requires subgrantee agreements be executed by and between the City of West Allis and all organizations and entities including City Departments or Divisions that administer Community Development Block Grant funds, an example of the agreement is hereby attached as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the funds allocated within the Plan are hereby appropriated from the Community Development Block Grant funds to pay the liability that will be incurred under the aforesaid Agreement by the City.

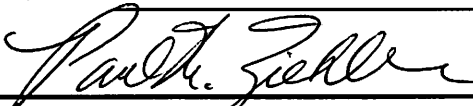
BE IT FURTHER RESOLVED that the Director of Development, or his designee, be and is hereby authorized to execute and deliver the aforesaid Subgrantee Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Agreement, including any and all attachments, exhibits, addendums 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

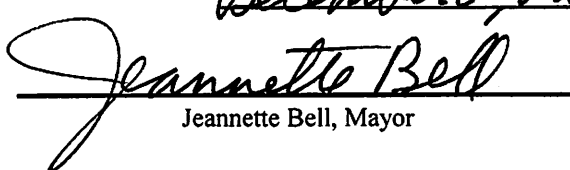
transactions contemplated therein.

cc: Department of Development
Chris Phinney, Grant Accounting Specialist

Dev-R-490-12-04-07\bjb

ADOPTED DEC 04 2007


Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED *December 6, 2007*


Jeannette Bell, Mayor

CONSOLIDATED PLAN
2008 ACTION PLAN
GRANT NO. B-08-MC-55-0011
CITY OF WEST ALLIS, WISCONSIN
January 1 through December 31, 2008

Exhibit A

Activity Name & Description	Implementing Agency	Location(s)	Funding Amt	Regulatory Cites Elig./Nat. Obj. [24 CFR 570]
1 Program Administration Oversight, management, monitoring and coordination of the CDBG Program and related Housing Rehab programs	Dept of Development	West Allis City Hall 7525 W Greenfield West Allis WI 53214	\$ 308,145	206
2 Fair Housing Administrative Costs Provision of fair housing services and counseling available to all residents	Housing Division	West Allis City Hall 7525 W Greenfield West Allis WI 5314	\$ 3,035	206
Subtotal:			\$311,180	
Public Services				
1 Frail Elderly Home Services Volunteer organization to assist elderly persons 62 & older remain in their own homes.	West Central Interfaith 1236 S 115 ST West Allis WI 53214	Citywide to elderly/handicapped	\$ 35,353	201(e) 208(a)(2)
2 Gang Prevention Program This program is an effort to eliminate gang related activity and offenses by providing extra enforcement and prevention efforts in the low to moderate areas of the City.	West Allis Police Dept. Crime Prevention Unit 11301 W Lincoln Ave West Allis, WI 53227	Census Tracts Block Groups 1001 1,2,3,4 1002 1,2,3,4 1003 1,2,3 1004 1,3 1005 2,3 1009 1,2 1010 1 1011 1 1013 3 1014 1 1015 1,2,3 1016 1,2,3,4,5,6 1017 1 1018 1	\$ 60,424	201(e) 208(a)(1)
3 Senior Fire Safety Educating older adults of unique problems facing them regarding fire safety. Focus on home escape plan, recognition of hazards.	West Allis Fire Dept. Fire Prevention Unit 7332 W.National Ave. West Allis, WI 53214	Citywide Instruction provided to Senior Groups who request presentation.	\$ 1,484	201(e) 208(a)(2)
4 Neighborhood Watch Provides funds for printing of signs and stickers, start new groups and maintain current groups and overhead/salary costs for Police to conduct meetings for new Block Watch Groups in Low/Mod neighborhoods. And printing for the fire prevention newsletter, FIREWIRE.	West Allis Police Dept. Crime Prevention Unit 11301 W Lincoln Ave West Allis, WI 53227	Census Tracts Block Groups 1001 1,2,3,4 1002 1,2,3,4 1003 1,2,3 1004 1,3 1005 2,3 1009 1,2 1010 1 1011 1 1013 3 1014 1 1015 1,2,3,4 1016 1,2,3,4,5,6 1017 1 1018 1	\$ 9,150	201(e) 208(a)(1)
5 Survive Alive Program Program involves teaching 1st & 5th graders fire safety in the home and how to respond in the event a fire should occur. Funds used to pay firefighters to conduct classes and supplies.	West Allis Fire Dept. Fire Prevention Unit 7332 W.National Ave. West Allis, WI 53214	Census Tracts Block Groups 1001 1,2,3,4 1002 1,2,3 1003 1,2,3 1004 1,2,3	\$ 12,012	201(e) 208(a)(2)

	Activity Name & Description	Implementing Agency	Location(s)	Funding Amt	Regulatory Cites Elig./Nat. Obj. [24 CFR 570]
6	Juvenile Fire Safety Program Educational sessions for youths on the dangers of playing and setting fires at the request of parents, police and other various agencies. Funds used for materials, education, overtime and prevention outreach.	West Allis Fire Dept. Fire Prevention Unit 7332 W. National Ave. West Allis, WI 53214	Citywide Instruction provided to Senior Groups who request presentation.	\$ 3,246	201(e) 208(a)(2)
7	Senior Citizen Services Funding will provide ElderWatch Training, promote Senior Government Day, provide SAFE book, promote computer literacy for the elderly, and provide 10 emergency food boxes for frail and need elderly.	West Allis Senior Center 7001 W National Ave West Allis, WI 53214	Citywide to elderly/handicapped	\$ 8,000	201(e) 208(a)(2)
8	Battery Distribution Program Distribution of packets that include fire safety education materials and a battery to single family and duplex units within low to moderate income census tracts.	West Allis Fire Dept. Fire Prevention Unit 2040 S 67 PL West Allis, WI 53214	Census Tracts Block Groups 1015 1 1016 5 1017 1 1018 1 1013 3	\$ -	201(e) 208(a)(1)
9	Access to Literature for Elderly Providing current information and literature specifically for older adults attempting to meet their educational, recreational and informational needs.	Michael Koszolka West Allis Library 7421 W National Ave West Allis, WI 53214	West Allis Library 7421 W National Ave West Allis, WI 53214	\$ 6,400	201(e) 208(a)(2)
10	Public Services (cont.) Healthy Homes Screening of low/moderate income children by Health Department, child injury prevention, toxic hazards in the home, and community outreach.	West Allis Health Dept.	West Allis Health Dept. 7120 W National Avenue West Allis, WI 53214 City wide	\$ 7,120	201(e) 208(a)(2)
11	Family Resource Center Operate the Family Resource Center designed to provide a comprehensive, coordinated child and family centered plan that brings resources together to provide preventative services in a timely, effective and user-friendly manner.	Joan Luedke Horace Mann Elementary School 6213 W Lapham Street West Allis, WI 53214	Census Tracts Block Groups 1001 1,2,3,4 1002 1,2,3,4 1003 1,2,3 1004 2,3 1005 1,2,3 1009 1,2 1011 1 1013 3 1014 1,2 1015 1,2,3,4 1016 1,3,4,5,6 1017 1	\$ 30,000	201(e) 208(a)(1)
12	Community Service Officer Officer will patrol high crime CD areas, assist staff at family resource center, produce special crime prevention newsletters, and combat auto theft in designated areas of the City.	West Allis Police Dept. Crime Prevention Unit 11301 W. Lincoln Ave. West Allis, WI 53227	Census Tracts Block Groups 1001 2,3,4 1002 1,2,3,4 1015 4 1016 4,5 1017 1	\$ 48,535	201(e) 208(a)(1)
13	Lilac Bus Transport Senior residents, to shopping and social events	Rotary Club of West Allis 1326 S. 65 St. West Allis, WI 53214	Citywide to elderly/handicapped	\$ 5,600	201(e) 208(a)(2)

	Activity Name & Description	Implementing Agency	Location(s)		Funding Amt	Regulatory Cites Elig./Nat. Obj. [24 CFR 570]
14	<u>Graffiti Removal</u> Purchase chemicals used for the removal of graffiti in low/mod areas of the City therefore aiding in the elimination of blighting influences.	Public Works Dept. 6300 W. McGeoch Ave. West Allis WI 53219	Census Tracts Block Groups 1001 1,2,3,4 1002 1,2,3,4 1003 1,2,3 1004 1,3 1005 2,3 1009 1,2 1010 1 1011 1 1013 3 1014 1 1015 1,2,3,4 1016 1,2,3,4,5,6 1017 1	\$ 1,391	202(e) 208(b)(1)	
15	<u>After School Program -S.A.F.E.</u> Program services Horace Mann Elementary School/Liberty Heights Playground and Pool. Provides after school activities, pool supervision, dances, athletics, tutoring, etc.	West Allis Recreation Dept 2930 S. Root River Pkwy West Allis, 53227	Census Tracts Block Groups 1001 1,2,3,4 1002 1,2,3 1003 1,2,3 1009 1,2 1005 2,3	\$ 4,638	201(e) 208 (a)(1)	
Subtotal:					\$ 233,353	

Activity Name & Description	Implementing Agency	Location(s)	Funding Amt	Regulatory Cites Elig./Nat. Obj. [24 CFR 570]
1 Rehabilitation Rehabilitation Loan Programs Loans for low and moderate income home owners to rehab single family homes.	Housing Division West Allis City Hall 7525 W Greenfield West Allis WI 53214	Citywide to income-eligible persons	\$ 100,000	202 208(a)(2)
2 Rehabilitation Multi Family Loan Program Loans for low and moderate income home owners to rehab duplex homes.	Housing Division West Allis City Hall 7525 W Greenfield West Allis WI 53214	Citywide to income-eligible persons	\$ 50,000	202 208(a)(2)
3 Hsg Rehabilitation-Administrative Costs Funds to cover the operation of the housing rehabilitation programs.	Housing Division 7525 W Greenfield West Allis WI 53214	West Allis City Hall 7525 W Greenfield West Allis WI 53214	\$ 39,750	202 208(a)(4)
4 Home Security For L/M Res. & Elderly Provide security devices such as deadbolt locks, burglar bars, and window locks for low income residents and administrative costs of the program.	West Allis Police Dept. Crime Prevention Unit 11301 W Lincoln Ave West Allis, WI 53227	Citywide (to income-eligible persons)	\$ 18,351	202 208(a)(2)
Subtotal:			\$208,101	
Economic Development				
1 Economic Development Loan Program Funds to aid existing businesses for acquisition of machinery and equipment, purchase of land, and/or construction, remodeling or purchase of a building, all geared to job creation/retention & provide assistance for microenterprise development.	Economic Dvlpmt Div. West Allis City Hall 7525 W Greenfield West Allis, WI 53214	Citywide	\$ 100,000	201(o) 208(a)(4)
2 Economic Development Management Management costs associated with operating Economic Development Division including Econ. Devel. Financing Program, Com. Facade Program, Technical Assistance to Small Business, and Redevelopment projects.	Economic Dvlpmt Div. 7525 W Greenfield West Allis, WI 53214	West Allis City Hall 7525 W Greenfield West Allis WI 53214	\$ 133,244	203(b) 208(a)(4)
3 Micro-Enterprise Technical Assistance qualified individuals owning or developing a micro-enterprise in the City of West Allis.	West Allis City Hall 7525 W Greenfield West Allis, WI 53214	Citywide	\$ 50,000	208(a)(2)
4 Commercial Facade Improvements Provide financial assistance to commercial property owners & tenants in two redevelopment target areas.	Economic Dvlpmt Div. 7525 W Greenfield West Allis, WI 53214	West Allis City Hall 7525 W Greenfield West Allis WI 53214	\$ 40,000	202 208(b)(1)
Subtotal:			\$ 323,244	

	Activity Name & Description	Implementing Agency	Location(s)	Funding Amt	Regulatory Cites Elig./Nat. Obj. [24 CFR 570]
1	<u>Public Improvements</u> <u>Street Beautification (Formerly Tree and Shrub)</u> Plant street trees and shrubs at various locations in CDBG eligible areas of the City.	Public Works Dept. 6300 W. McGeoch Ave. West Allis WI 53219	Citywide in eligible areas West Allis, WI	\$ 22,000	201(c) 208(a)(1)
2	<u>Senior Center Improvements</u> Funds to replace carpeting, replace ceiling tiles, and improve lighting and HVAC in	West Allis Senior Center 7001 W National Ave. West Allis, WI 53214	Citywide for elderly residents	\$ 10,000	201(c) 208(a)(1)
3	<u>Exterior Code Enforcement</u> Exterior comprehensive inspection of buildings and properties in low-moderate income neighborhoods to eliminate blighting influences.	Building Insp. And Zoning	Census Tracts Block Groups 1001 1,2,3,4 1002 1,2,3,4 1003 1,2,3 1004 1,3,4 1015 1,2,3,4 1016 1,2,3,4,5,6 1017 1,2,3,4	\$ 192,520	570.202(c.) 208(a)(1)
4	<u>Pedestrian Bike Path</u> Funds to support Cross Town Connector Pedestrian and Bike Trail. Project has leverages state and federal money to provide alternate rout for public transportation. The route will connect with Milwaukee County and the Hank Aaron Trail. The trail will pay through many CD areas of the City and provide an alternative for low/moderate income residents to commute or to exercise.	Public Works Dept. 6300 W. McGeoch Ave. West Allis, WI 53214	Citywide in eligible areas	\$ 50,000	201(c) 208(a)(1)
5	<u>Handicapped Accessibity-City Hall</u> Review City Hall for ADA compliance/deficiencies as required by law and install improvements to comply with the federal disability Act.	Public Works Dept. 6300 W. McGeoch Ave. West Allis, WI 53214	City Hall 7525 W. Greenfield Avenue West Allis, WI 53214	\$ 15,000	201(c) 208(a)(1)
Subtotal:				\$ 289,520	

Activity Name & Description	Implementing Agency	Location(s)	Funding Amt	Regulatory Cites Elig./Nat. Obj. [24 CFR 570]
1 <u>Redevelopment</u> <u>Redevelopment Management</u> Developing effective strategies to attract development to brownfield sites, vacant land and underutilized properties, crafting innovative approaches to redevelopment efforts in the areas of site development techniques, financing and environmental remediation; and increasing the tax base through appropriate initiatives.	Dept. of Development 7525 W Greenfield West Allis WI 53214	6737 W. Washington-Summit Place 2100 S. 54 9800 W Rogers St 7000-7600 W Greenfield Ave 9800 W Rogers St 898 S 70 Street 1400 S 69 Street 444 S 108 Street 11301 W Greenfield Ave 1960 S. 67 Place Pioneer Neighborhood S. 70th St. Gateway Six Points/Farmers Market Redevelopment Area	\$ 96,268	201(d) 208(b)(2)
2 <u>Six Points Farmers Market Redevelopment Area</u> Assit in economic development projects that improve the neighborhood and increase the tax base of neighborhood	Dept. of Development 7525 W Greenfield West Allis WI 53214	Redevelopment area Greenfield/National Avenue 64-66 Streets	\$ 75,000	201(d) 208(b)(2)
Subtotal:			\$171,268	
<u>Contingency</u> Funds set aside to cover new projects during year, cost overruns and potential reduction in 2007 CDBG funds.	Dept of Development West Allis City Hall 7525 W Greenfield West Allis WI 53214	NA	\$ 19,232	To be determined
Total 2007 CDBG Funds Programmed For Use:			\$ 1,555,898.0	

CONSOLIDATED PLAN

2008 ACTION PLAN

Funding Sources

January 1 thru December 31, 2008

GRANT NO. B-07-MC-55-0011

City of West Allis, Wisconsin

CDBG FUNDING SOURCES AVAILABLE FOR USE:

2007 CDBG Grant Allocation: \$1,436,897

Projected Program Income from:

- Repayments on Single Family Rehab Loan Program	\$70,000
- Repayments of Economic Development Loans	\$49,000

TOTAL FUNDING AVAILABLE: \$1,555,897

Exhibit B

Subgrantee Agreement - Part 1

CONTRACT FOR SERVICES
City of West Allis
COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

CDBG – FY2008
DATE OF AWARD

Distribution:

Original – Department of Development
Original - Contractor

SERVICE DESCRIPTION (General): _____ (see **Exhibit A**)
TIME OF PERFORMANCE: January 1, 2008 and December 31, 2008
TOTAL AMOUNT OF CONTRACT: _____

THIS AGREEMENT, entered into by and between _____ (hereinafter referred to as the "CONTRACTOR"), and the City of West Allis, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

Performance and schedules will be approved by John F. Stibal, Director, Department of Development, (or his designee), of the City of West Allis, Department of Development.

Work may commence in accordance with the terms and conditions of this Contract on January 1, 2008, provided the grant agreement for the Community Development Block Grant (CDBG) program from the U.S. Department of Housing and Urban Development has been executed by the City of West Allis or the Common Council of the City of West Allis has established other temporary appropriation authority for the City's CDBG Program.

WHEREAS, The CONTRACTOR represents itself as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent contractor and not as an employee of the CITY.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. RETENTION OF SERVICES AND REQUIREMENTS. The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract. CONTRACTOR, agrees time is of the essence and will meet all deadlines, any schedules as herein set forth, and is required to:
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in this Contract.
 - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
 - C. Comply with time schedules and payment terms.

D. Since the CONTRACTOR is being funded, in whole or in part, with Federal Community Development Block Grant funds, it is necessary to comply with the Section Two – Statutory Requirements hereby incorporated and attached to this contract.

II. SCOPE OF SERVICES. In accordance with the CITY's Final Statement of Community Development Objectives and projected use of funds for the Community Development Block Grant Program as approved under **Resolution No. R-2007-0230**, incorporated herein by reference, and all applicable Community Development Program Regulations promulgated by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") under Title I of the Housing and Community Development Act of 1974 (as amended), the CONTRACTOR shall in a satisfactory, timely and proper manner, undertake and complete the following activities eligible under the Community Development Block Grant Program as set forth in the attached **Exhibit A** Activity Plan, which is attached hereto and made a part hereof. The CONTRACTOR certifies that the activities carried out in **Exhibit A** with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570-208. Any Budget Amendment or Activity Report Amendment to be considered by the CITY from the CONTRACTOR must be submitted no later than ninety (90) days prior to the expiration of this Contract.

III. Availability of Funds

- A. This contract award is 100% funded under the Federal-Community Development Block Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the CONTRACTOR agree that the City of West Allis's Department of Development can modify and reduce either the CONTRACTOR's compensation (as listed on Page 1 as the "Total Amount of Contract") or the CONTRACTOR's program year or both. (The Department of Development will notify the CONTRACTOR of such reduction).
- B. In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.

IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the CONTRACTOR at:

Name: _____ Address: _____

and to the CITY at:

Department of Development
West Allis City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214
Attention: John F. Stibal, Director

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

V. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence on January 1, 2008, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.

VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.

- A. Performance. The CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefore, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. Place of Performance. The CONTRACTOR shall conduct CONTRACTOR's services in accordance with the approved application and designated eligible areas within the City of West Allis.
- C. Compensation. The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum as indicated on page 1 under "Total Amount of Contract" inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the services required.
- D. Taxes, Social Security, and Government Reporting. Personal income tax payments social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. Reports. Contractor agrees to submit to the City a Semi-Annual report within 30 days of June 1st and December 31st of the program year. The report should include a narrative activity report and a financial report detailing the expenditure of funds provided to Contractor hereunder. The report should also include Beneficiary Reporting with Low/Moderate Income-Ethnicity Reports detailing the income and ethnicity for all individuals who benefited from project activities. At least 51 percent of these benefited by project activities, must be from low-to moderate-income households. Such report shall be a format acceptable to the Department of Development.
- F. Program Income. Program Income means gross income received by Contractor directly generated from the use of C.D.B.G. funds. When such income is generated by an activity

that is only partially assisted with C.D.B.G. funds, the income shall be prorated to reflect the percentage of C.D.B.G. funds used. Program income shall be reported on the quarterly financial statement and shall be used only for activities included in the statement of work made part of this Agreement.

(Signatures on next page)

CITY OF WEST ALLIS,
A Municipal Corporation

CONTRACTOR

By: _____
Jeannette Bell, Mayor

By: _____

Date: _____

Date: _____

Countersigned:

By: _____
Paul M. Ziehler, City Administrative Officer

Date: _____

Examined and approved as to form
and execution this _____ day of
_____, 2007.

Scott Post, City Attorney

CERTIFICATE RE: CORPORATION

I, _____ certify that I am the _____ (Official Capacity)
of the above CONTRACTOR named herein; that _____, who executed this
Contract on behalf of the CONTRACTOR was then _____ (Official
Capacity of Signatory) of said corporation, and in said capacity, duly signed said Contract for
and on behalf of said corporation, being duly authorized so to do under its bylaws or is authorized so to do by
action of its duly constituted board, all of which is within the scope of its corporate powers.

Dated at _____ this _____ day of _____, 20____.

Signature and/or Seal
(Signature MUST accompany if seal is used)

SECTION TWO-STATUTORY REQUIREMENTS

This agreement is funded, in whole or in part, with Federal Community Development Block Grant Funds. The Sub-Recipient will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the Agreement.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR Part 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations of 24 CFR Part 8. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

D. The Fair Housing Act (42 U.S.C. 3601-3619), the Fair Housing Act implementation regulations, Executive Order 11063 and implementing regulations issued at 24 CFR Part 107.

II. Equal Employment Opportunity. (All Projects exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The Sub-Recipient will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: 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. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The Sub-recipient will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The Sub-recipient will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Sub-recipient certifies that it will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Environmental Review. Sub-recipient's chief executive officer or other officer of the Sub-recipient will cooperate with the City in carrying out the following:

A. Consents to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Is authorized and consents on behalf of the Borrower and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such official.

C. Prohibition against the use of Lead-Based Paint.

VIII. Historic Preservation. Sub-recipient will comply with the requirements for historic preservation, identification and review set forth in section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The Sub-recipient will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act (as amended at 40 U.S.C. section 276a-276a-5), the Copeland Anti-Kickback Act,

and the Contract Work Hours and Safety Standards Act, implementing regulations issued at 29 CFR Parts 1,3,5, and 7 and 24 CFR Part 570.603, and HUD Form 4010 Federal Labor Standards Provisions, incorporated herein by reference. The Sub-recipient will agree that any such work will be done in accordance with such laws, regulations, and provisions.

XIV. As a general rule, per CFR 24, Part 570.200(j)(3), CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or subrecipient from which the CDBG funds are derived that, in connection with the provision of such services:

- (i) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- (ii) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- (iii) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in to religious proselytizing, and exert no other religious influence in the provision of such public services.

XV. Fraud. The Sub-recipient has not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. it is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

XVI. Remedies for Noncompliance. In the event of Sub-recipient's noncompliance with any of the provisions of these General Conditions, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payment of funding under the Agreement until Sub-recipient complies; and/or
- B. Immediate cancellation, termination or suspension of the Agreement, in whole or in part.
- C. Other remedies that may be legally available.

XVII. Section 3 Clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire,

availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Severability Clause. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

XVIII. Reversion of Assets. Contractor agrees that upon termination or expiration of the Agreement, Contractor shall transfer to City all Community Development Block Grant funds on hand at that time as well as any accounts receivable attributable to the use of Community Development Grant funds. Contractor also agrees that any real property under Contractor's control that was acquired or improved in whole or in part with Community Development Block Grant funds is:

A. With written permission of City, retained by Contractor and used to meet the Community Development Block Grant objectives for such a period of time as agreed to between City and Contractor; or

B. Transferred to City for disposition in accordance with Community Development Block Grant Program regulations; or

C. Disposed of in a manner which results in City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to, the property. Contractor agrees that upon expiration or termination of the agreement, Contractor shall transfer to City all C.D.B.G. funds on hand at the time of expiration.

XIX. Access to Books. Contractor agrees to maintain, make available and provide access to all books, documents, papers and records relating to this agreement to City, the U.S. Department of Housing and Urban Development, Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of making audits, examinations, excerpts and transcriptions therefrom.

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

A. Records providing a full description of each activity undertaken;

- B. Records demonstrating that each activity undertaken meets on the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document that acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance:
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Final records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR 570.

XXI. Retention of Records. Contractor agrees to retain all records relating to this Agreement for no less than three years after the termination of all activities funded under this agreement. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2007-0291

Sponsor(s): Administration & Finance Committee

Please place these
signed agreements in
the jacket

Final Action:

DEC 04 2007

Thanks

Resolution approving Subgrantee Agreements by and between the City of West Allis and various Community Development Block Grant recipients for support of administrative, public service, housing rehabilitation, economic development, public improvement, redevelopment activities and projects funded by 2008 Community Development Block Grant funds.

WHEREAS, the Common Council under Resolution Number R-2007-0230, approved Fiscal Year 2008 Action Plan ("Plan") for the Community Development Block Grant program; and,

WHEREAS, the Plan allocated Community Development Block Grant funds to various administrative, public service, housing rehabilitation, economic development, public improvement, redevelopment activities and projects, a summary is hereby attached as Exhibit A; and,

WHEREAS, the aforesaid Plan's activities and projects are eligible for Community Development Block Grant funds; and,

WHEREAS, the Health and Urban Development (H.U.D.) requires subgrantee agreements be executed by and between the City of West Allis and all organizations and entities including City Departments or Divisions that administer Community Development Block Grant funds, an example of the agreement is hereby attached as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the funds allocated within the Plan are hereby appropriated from the Community Development Block Grant funds to pay the liability that will be incurred under the aforesaid Agreement by the City.

BE IT FURTHER RESOLVED that the Director of Development, or his designee, be and is hereby authorized to execute and deliver the aforesaid Subgrantee Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Agreement, including any and all attachments, exhibits, addendums 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

Subgrantee Agreement - Part 1

CONTRACT FOR SERVICES
City of West Allis
COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

CDBG – FY2008

DATE OF AWARD

Distribution:
Original - City Clerk
Original - Contractor
Copy 1 - Department of Development

SERVICE DESCRIPTION (General): Lilac Bus (see **Exhibit A**)
TIME OF PERFORMANCE: January 1, 2008 and December 31, 2008
TOTAL AMOUNT OF CONTRACT: Five Thousand Six Hundred Dollars (\$5,600)

THIS AGREEMENT, entered into by and between Rotary Club of West Allis (hereinafter referred to as the "CONTRACTOR"), and the City of West Allis, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

Performance and schedules will be approved by John F. Stibal, Director, Department of Development, (or his designee), of the City of West Allis, Department of Development.

Work may commence in accordance with the terms and conditions of this Contract on January 1, 2008, provided the grant agreement for the Community Development Block Grant (CDBG) program from the U.S. Department of Housing and Urban Development has been executed by the City of West Allis or the Common Council of the City of West Allis has established other temporary appropriation authority for the City's CDBG Program.

WHEREAS, The CONTRACTOR represents itself as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent contractor and not as an employee of the CITY.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. RETENTION OF SERVICES AND REQUIREMENTS. The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract. CONTRACTOR, agrees time is of the essence and will meet all deadlines, any schedules as herein set forth, and is required to:
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in this Contract.
 - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
 - C. Comply with time schedules and payment terms.

D. Since the CONTRACTOR is being funded, in whole or in part, with Federal Community Development Block Grant funds, it is necessary to comply with the Section Two – Statutory Requirements hereby incorporated and attached to this contract.

II. SCOPE OF SERVICES. In accordance with the CITY's Final Statement of Community Development Objectives and projected use of funds for the Community Development Block Grant Program as approved under **Resolution No. R-2007-0230**, incorporated herein by reference, and all applicable Community Development Program Regulations promulgated by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") under Title I of the Housing and Community Development Act of 1974 (as amended), the CONTRACTOR shall in a satisfactory, timely and proper manner, undertake and complete the following activities eligible under the Community Development Block Grant Program as set forth in the attached **Exhibit A** which is attached hereto and made a part hereof. The CONTRACTOR certifies that the activities carried out in **Exhibit A** with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570-208. Any Budget Amendment or Activity Report Amendment to be considered by the CITY from the CONTRACTOR must be submitted no later than ninety (90) days prior to the expiration of this Contract.

III. Availability of Funds

A. This contract award is 100% funded under the Federal-Community Development Block Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the CONTRACTOR agree that the City of West Allis's Department of Development can modify and reduce either the CONTRACTOR's compensation (as listed on Page 1 as the "Total Amount of Contract") or the CONTRACTOR's program year or both. (The Department of Development will notify the CONTRACTOR of such reduction).

B. In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.

IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the CONTRACTOR at:

Name: Rotary Club of West Allis Address: 1326 S. 65th St.
West Allis, WI 53214

and to the CITY at:

Department of Development
West Allis City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214
Attention: John F. Stibal, Director

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

- V. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence on January 1, 2008, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.
- VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.
- A. Performance. The CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefore, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. Place of Performance. The CONTRACTOR shall conduct CONTRACTOR's services in the following areas: City-wide area.
- C. Compensation. The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum as indicated on page 1 under "Total Amount of Contract" inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum of \$7,000.
- D. Additional Fringe or Employee Benefits. The CONTRACTOR's fringe benefits shall not exceed the fringe benefits to which CITY salaried employees are entitled to or are receiving.
- E. Taxes, Social Security, and Government Reporting. Personal income tax payments social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- F. Reports. Contractor agrees to submit to the City a Semi-Annual report within 30 days of June 1st and December 31st of the program year. The report should include a narrative activity report and a financial report detailing the expenditure of funds provided to Contractor hereunder. The report should also include Beneficiary Reporting with Low/Moderate Income-Ethnicity Reports detailing the income and ethnicity for all individuals who benefited from project activities. At least 51 percent of these benefited by project activities, must be from low-to moderate-income households. Such report shall be a format acceptable to the Department of Development.

- G. **Program Income.** Program Income means gross income received by Contractor directly generated from the use of C.D.B.G. funds. When such income is generated by an activity that is only partially assisted with C.D.B.G. funds, the income shall be prorated to reflect the percentage of C.D.B.G. funds used. Program income shall be reported on the quarterly financial statement and shall be used only for activities included in the statement of work made part of this Agreement.

(Signatures on next page)

CITY OF WEST ALLIS,
A Municipal Corporation

CONTRACTOR

By: Jeannette Bell
Jeannette Bell, Mayor

By: Sherry A. Saiki
Sherry A. Saiki, President

Date: 2-28-08

Date: 1-11-08

Countersigned:

By: Paul M. Ziehler
Paul M. Ziehler, City Administrative Officer

Date: 2/28/08

Examined and approved as to form
and execution this 29 day of
Feb., 2008.

Scott Post
Scott Post, City Attorney

COMPTROLLER'S CERTIFICATE

Countersigned this 6 day of March, 2008
and I certify that the necessary funds have
been provided to pay the liability that may
be incurred by the Community Development
Block Grant of the City of West Allis under
this Subgrantee Agreement.

Gary Schmid
Gary Schmid, Comptroller/Finance Manager

CERTIFICATE RE: CORPORATION

I, _____ certify that I am the _____ (Official Capacity)
of the above CONTRACTOR named herein; that _____, who executed this
Contract on behalf of the CONTRACTOR was then _____ (Official
Capacity of Signatory) of said corporation, and in said capacity, duly signed said Contract for
and on behalf of said corporation, being duly authorized so to do under its bylaws or is authorized so to do by
action of its duly constituted board, all of which is within the scope of its corporate powers.

Dated at _____ this _____ day of _____, 20 _____.

Signature and/or Seal
(Signature MUST accompany if seal is used)

SECTION TWO-STATUTORY REQUIREMENTS

This agreement is funded, in whole or in part, with Federal Community Development Block Grant Funds. The Sub-Recipient will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the Agreement.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR Part 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations of 24 CFR Part 8. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

D. The Fair Housing Act (42 U.S.C. 3601-3619), the Fair Housing Act implementation regulations, Executive Order 11063 and implementing regulations issued at 24 CFR Part 107.

II. Equal Employment Opportunity. (All Projects exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The Sub-Recipient will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: 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. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The Sub-recipient will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The Sub-recipient will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Sub-recipient certifies that it will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Environmental Review. Sub-recipient's chief executive officer or other officer of the Sub-recipient will cooperate with the City in carrying out the following:

A. Consents to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Is authorized and consents on behalf of the Borrower and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such official.

C. Prohibition against the use of Lead-Based Paint.

VIII. Historic Preservation. Sub-recipient will comply with the requirements for historic preservation, identification and review set forth in section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The Sub-recipient will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

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C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the

notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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A. With written permission of City, retained by Contractor and used to meet the Community Development Block Grant objectives for such a period of time as agreed to between City and Contractor; or

B. Transferred to City for disposition in accordance with Community Development Block Grant Program regulations; or

C. Disposed of in a manner which results in City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to, the property. Contractor agrees that upon expiration or termination of the agreement, Contractor shall transfer to City all C.D.B.G. funds on hand at the time of expiration.

XIV. Access to Books. Contractor agrees to maintain, make available and provide access to all books, documents, papers and records relating to this agreement to City, the U.S. Department of Housing and Urban Development, Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of making audits, examinations, excerpts and transcriptions therefrom.

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

A. Records providing a full description of each activity undertaken;

B. Records demonstrating that each activity undertaken meets on the National Objectives of the CDBG program;

- C. Records required to determine the eligibility of activities;
- D. Records required to document that acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance:
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Final records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR 570.

XX. Retention of Records. Contractor agrees to retain all records relating to this Agreement for no less than three years after the termination of all activities funded under this agreement. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

Exhibit A

Subgrantee Agreement - Part 1

CONTRACT FOR SERVICES
City of West Allis
COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

CDBG - FY2008
DATE OF AWARD

Distribution:

Original – City Clerk
Original – Contractor
Copy 1 - Department of Development

SERVICE DESCRIPTION (General): After School Juvenile Crime Prevention Program (Horace Mann)
(see Exhibit A)
TIME OF PERFORMANCE: January 1, 2008 to December 31, 2008
TOTAL AMOUNT OF CONTRACT: Four Thousand Six Hundred Thirty-Eight Dollars (\$4,638)

THIS AGREEMENT, entered into by and between West Allis-West Milwaukee School District, et al., (hereinafter referred to as the "CONTRACTOR"), and the City of West Allis, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

Performance and schedules will be approved by John F. Stibal, Director, Department of Development, (or his designee), of the City of West Allis, Department of Development.

Work may commence in accordance with the terms and conditions of this Contract on January 1, 2008 provided the grant agreement for the Community Development Block Grant (CDBG) program from the U.S. Department of Housing and Urban Development has been executed by the City of West Allis or the Common Council of the City of West Allis has established other temporary appropriation authority for the City's CDBG Program.

WHEREAS, The CONTRACTOR represents itself as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent contractor and not as an employee of the CITY.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. **RETENTION OF SERVICES AND REQUIREMENTS.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract. CONTRACTOR, agrees time is of the essence and will meet all deadlines, any schedules as herein set forth, and is required to:
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in this Contract.
 - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.

- C. Comply with time schedules and payment terms.
- D. Since the CONTRACTOR is being funded, in whole or in part, with Federal Community Development Block Grant funds, it is necessary to comply with the Section Two – Statutory Requirements hereby incorporated and attached to this contract.

II. SCOPE OF SERVICES. In accordance with the CITY's Final Statement of Community Development Objectives and projected use of funds for the Community Development Block Grant Program as approved under Resolution No. R-2007-0230, incorporated herein by reference, and all applicable Community Development Program Regulations promulgated by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") under Title I of the Housing and Community Development Act of 1974 (as amended), the CONTRACTOR shall in a satisfactory, timely and proper manner, undertake and complete the following activities eligible under the Community Development Block Grant Program as set forth in the attached Exhibit A which is attached hereto and made a part hereof. The CONTRACTOR certifies that the activities carried out in Exhibit A with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570-208. Any Budget Amendment or Activity Report Amendment to be considered by the CITY from the CONTRACTOR must be submitted no later than ninety (90) days prior to the expiration of this Contract.

III. Availability of Funds

- A. This contract award is 100% funded under the Federal-Community Development Block Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the CONTRACTOR agree that the City of West Allis's Department of Development can modify and reduce either the CONTRACTOR's compensation (as listed on Page 1 as the "Total Amount of Contract") or the CONTRACTOR's program year or both. (The Department of Development will notify the CONTRACTOR of such reduction).
- B. In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.

IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the CONTRACTOR at:

Name WAWM School District Address 2930 S Root River Parkway
West Allis, WI 53227
Attn: Susan Stulker
 and to the CITY at:

Department of Development
 West Allis City Hall
 7525 West Greenfield Avenue
 West Allis, Wisconsin 53214
 Attention: John F. Stibal, Director

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

V. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence on January 1, 2008, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.

VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.

- A. Performance. The CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefore, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. Place of Performance. The CONTRACTOR shall conduct CONTRACTOR's services in the following areas: Refer to Exhibit A.
- C. Compensation. The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum as indicated on Page 1 under "Total Amount of Contract", inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the services required.
- D. Additional Fringe or Employee Benefits. The CONTRACTOR's fringe benefits shall not exceed the fringe benefits to which CITY salaried employees are entitled to or are receiving.
- E. Taxes, Social Security, and Government Reporting. Personal income tax payments social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- F. Reports. Contractor agrees to submit to the City a Semi-Annual report within 30 days of June 1st and December 31st of the program year. The report should include a narrative activity report and a financial report detailing the expenditure of funds provided to Contractor hereunder. The report should also include Beneficiary Reporting with Low/Moderate Income-Ethnicity Reports detailing the income and ethnicity for all individuals who benefited from project activities. At least 51 percent of these benefited by

project activities, must be from low-to moderate-income households. Such report shall be a format acceptable to the Department of Development.

- G. Program Income. Program Income means gross income received by Contractor directly generated from the use of C.D.B.G. funds. When such income is generated by an activity that is only partially assisted with C.D.B.G. funds, the income shall be prorated to reflect the percentage of C.D.B.G. funds used. Program income shall be reported on the quarterly financial statement and shall be used only for activities included in the statement of work made part of this Agreement.

(Signatures on next page)

CITY OF WEST ALLIS,
A Municipal Corporation

CONTRACTOR

By: Jeannette Bell
Jeannette Bell, Mayor

By: _____

Date: 2-28-08

Date: _____

Countersigned:

By: Paul M. Ziehler
Paul M. Ziehler, City Administrative Officer

Date: 2/28/08

Examined and approved as to form
and execution this 29 day of
Feb., 2008.

Scott Post
Scott Post, City Attorney

COMPTROLLER'S CERTIFICATE

Countersigned this 6 day of March, 2008
and I certify that the necessary funds have
been provided to pay the liability that may
be incurred by the Community Development
Block Grant of the City of West Allis under
this Subgrantee Agreement.

Gary Schmid
Gary Schmid, Comptroller/Finance Manager

CERTIFICATE RE: CORPORATION

I, Susan Stueckert certify that I am the Grants & Devel. Coord. (Official Capacity)
of the above CONTRACTOR named herein; that Susan Stueckert, who executed this
Contract on behalf of the CONTRACTOR was then Grants + Development Coordinator (Official
Capacity of Signatory) of said corporation, and in said capacity, duly signed said Contract for
and on behalf of said corporation, being duly authorized so to do under its bylaws or is authorized so to do by
action of its duly constituted board, all of which is within the scope of its corporate powers.

Dated at 1:30 P.M. this 26 day of December, 2007.

Susan Stueckert
Signature and/or Seal
(Signature MUST accompany if seal is used)