

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.

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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.

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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.

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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).

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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.

XVIV. 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): Interfaith-West Central (**Exhibit A**)
TIME OF PERFORMANCE: January 1, 2008 to December 31, 2008
TOTAL AMOUNT OF CONTRACT: Thirty-five Thousand Three Hundred Fifty-three Dollars (\$35,353)

THIS AGREEMENT, entered into by and between Interfaith-West Central (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 Interfaith Older Adults Programs Address 600 W VIRGINIA ST # 300
MILWAUKEE WI 53204

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, CAROL Eschner certify that I am the Executive Director (Official Capacity)
of the above CONTRACTOR named herein; that CAROL Eschner, who executed this
Contract on behalf of the CONTRACTOR was then Executive Director (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 9:05 AM this 9th day of JANUARY, 2008.

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

Please see attached minutes.

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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.

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

INTERFAITH OLDER ADULT PROGRAMS
Board of Directors Minutes
September 19, 2007

CALL TO ORDER:

Present: Jan Beyer, Paul Bina, Marilyn Bonjean, Tom Cheng, David Doyle, Ed Hida, Jane Sandstrom, Maureen Slattery, and Linda Tovar.

Absent:
Chris Abbott, Tony Kearney, and Rev. Bob Rotgers.

Staff Present:
Carol Eschner, Lisa Kallmann, Ron Cripp, Crystal Stinemates, and Pat Delmenhorst.

Call to Order: Paul Bina called the meeting to order at 7:46 AM.

Reflection: Doyle gave the reflection.
Marilyn Bonjean volunteered to give the November reflection.

United Way presentation: Mark Sabljak from Business Journal spoke to the Board about the 2007 United Way campaign and requested Interfaith's support. Bina asked for 100% Board pledge participation. Eschner described the activities planned by the Interfaith United Way Committee chaired by Crystal Stinemates.

Approval of the July 18, 2007 Minutes: Beyer moved, Cheng seconded, and all present approved the minutes of the July 18, 2007 meeting with these corrections: showing Chris Abbott as being present and correcting typographical errors.

Financial Statements for July and August 2007: Cheng stated that there is a year-to-date surplus of \$114,813 generated from carryover amounts which will be spent by the end of the year; and from the Personal Care Plus+ Program and the Case Management Unit which will be used to offset the deficit from Administration and Public Relations. Cheng moved, Hida seconded, and all present approved the Financial Statements for July and August 2007.

REPORTS

Finance Committee report – Cheng reported that the Committee has approved some changes in investment options offered through the employee retirement plan from Principal. The Finance Committee reviewed the Policies and Procedures for accounting and approved them with minor changes. The Finance Committee will present the 2008 budget to the Board at the November meeting.

Strategic Planning Committee – Kallmann distributed a handout of the goal updates, which will be given to all employees at the All Staff Retreat. Kallmann reported that Goal #4 has met 4 times. Goal #4 recommendations were handed out. Goal #3 related to volunteers will be sent before the November Board meeting. Both goals will be discussed and approved at the November meeting.

HR Committee – Sandstrom said they did not meet, but Board members will be asked to participate in Eschner's performance review before the November Board meeting.

Program Committee – did not meet.

Marketing Committee – Kallmann reported that the electronic billboards will start in October with a general message. The billboards for Nov-Jan will ask for support. Cheng commented that he thought the radio commercials sounded like they were for a government agency vs. a non-profit. Cheng asked if there was a way to tally the responses from the ads. Kallmann replied that we are not tracking at the agency level, but that each program asks how the person heard about us [Interfaith]. Eschner stated that until three months ago advertising was program specific. Beyer noted that people may have heard our name but don't know what we do or offer. Slattery suggested "what is Interfaith" as our next marketing phase.

BUSINESS ITEMS

Authority given to Eschner and Kallmann to enter contracts in 2008: Sandstrom moved, Hida seconded, and all present approved giving Carol Eschner and Lisa Kallmann authority to enter into contracts on behalf of the agency during 2008. This authority includes but is not limited to contracts with MCDA, State of Wisconsin, National Corp for Public Service, Milwaukee CDBG, WIA, Wisconsin Technical School System.

Employee year end days off: Eschner suggested and the board agreed that instead of offering a holiday lunch, employees would be given the day off on December 24th allowing all employees to enjoy a 4 day time off.

December meeting: The December meeting will be held on Wednesday, December 5th at 4:30 PM afternoon with the annual Board and manager dinner to follow.

MCDA Program Reviews: Bina congratulated all programs. Hida moved, Sandstrom seconded, and all present approved receipt of reports for the following programs: Employment, Telephone Reassurance, 5 Milwaukee County Senior Centers, 13 Nutrition Sites, and Sherman Park Connecting Caring Communities.

Nominating Committee: Sandstrom said that she, Ed Hida, and Linda Tovar will be on this committee which will meet soon.

United Way Program reviews: Eschner stated that the United Way program reviews went well. Bina said the reviewers stated that Interfaith should be a model for all programs. Slattery asked if we have a speakers bureau. Kallmann replied we are working on creating one.

Program Presentation: Pat Delmenhorst, Employment Services Director, explained that the Employment Program receives funding from many sources, including United Way, MCDA, the Federal Title V Act, the State of Wisconsin, and Private Industry Council. These funds are used

for the Title V, Displaced Homemaker, Workforce Investment Act, and Mature Workers Resource Center programs. Each program has its own set of requirements, but the overall goal is to help older adults gain the skills/training they need to become gainfully employed.

Tovar asked if clients are sent out with financial skills. Delmenhorst replied that they are not, but it would be beneficial to clients to find someone to provide training in that area.

Delmenhorst noted that she also directs both the Personal Care Plus and Foster Grandparent programs.

Delmenhorst stated that ideas for future for profit growth include doing personal care worker training for other agencies and creating an executive temporary placement service. Slattery offered Board support for these ideas.

ADJOURNMENT: The Board adjourned at 9:22 AM.

**The next Board Meeting will be on
November 21 at 7:30 AM at the
Washington Park Senior Center
4420 W Vliet Street**

Subgrantee Agreement - Part 1

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

CDBG-FY-2008
DATE OF AWARD

Distribution:

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

SERVICE DESCRIPTION (General): West Allis-West Milwaukee Family Resource Center (see **Exhibit A**)
TIME OF PERFORMANCE: January 1, 2008 to December 31, 2008
TOTAL AMOUNT OF CONTRACT: Thirty Thousand Dollars (\$30,000)

THIS AGREEMENT, entered into by and between West Allis-West Milwaukee Family Resource Center, (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 WAFIRM Family Resource Ctr Address 6213 W Lapham Street
Jean M. Kurbalke 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: 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: Joan M. - Quealke

Date: 2-28-08

Date: 12/27/07

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, 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.

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.

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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.

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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.

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- 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



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2007-0291

Please place the attached signed copy in the jacket.

Final Action:
DEC 04 2007

Sponsor(s): Administration & Finance Committee

Thanks A lot! Barb

There should be a total of 5 signed agreements in the jacket.
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): Micro Enterprise Development Assistance Project (see **Exhibit A**)
TIME OF PERFORMANCE: January 1, 2008 through December 31, 2008
TOTAL AMOUNT OF CONTRACT: Fifty Thousand Dollars (\$50,000)

THIS AGREEMENT, entered into by and between Wisconsin Women's Business Initiative Corporation (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: Wendy K. Baumann, President
Organization: Wisconsin Women's Business Initiatives Corp
Address: 2745 North Dr. Martin Luther King Dr.
City: Milwaukee, WI 53212

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 for the City of West Allis, as well as to eligible clients whose business operations are currently outside 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 in amounts indicated within **Exhibit A** (Program Budget and Compensation and Reimbursement Schedule) it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum of \$50,000.
- 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. 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.
- H. All loan applications completed by participants in the microenterprise and quasiequity loan programs, as well as all loan closing documents and records of repayments shall be the property of the City and shall be turned over to the City at the time this agreement expires.
- I. Beneficiary Reporting. Since the project described under **Exhibit B** is supported by the use of federal funds, the Contractor agrees to submit to the City the following reports:
 - 1. Low/Moderate Income–Ethnicity Reports. A report of 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.
 - 2. Job Creation. Contractor agrees to submit to the City annually a report of all jobs created by project activities. At least 51 percent of these new jobs must be filled by workers from a low-to moderate income household.

(Signatures on next page)

CITY OF WEST ALLIS,
A Municipal Corporation

CONTRACTOR

By: Dan Devine
Jeannette Bell, Mayor
Dan Devine

By: Wendy K. Baumann
Wendy K. Baumann, President

Date: 5/15/08

Date: July 2008

Countersigned:

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

Date: 5/15/08

Examined and approved as to form
and execution this 15 day of
May, 2008.

Scott Post
Scott Post, City Attorney

CERTIFICATE RE: CORPORATION

I, Patricia A. Bobber certify that I am the Notary Public (Official Capacity) of the above CONTRACTOR named herein; that Wendy K. Baumann, who executed this Contract on behalf of the CONTRACTOR was then President (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 Milwaukee, WI this 14 day of January, 20 08.

Patricia A. Bobber
Signature and/or Seal

(Signature MUST accompany if seal is used)
My commission ends: 11/23/08



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.

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.