Form CDA-8 (Rev. 01-13)

CONTRACT FOR SERVICES-CDBG
SUBRECIPIENT AND VENDOR
City of Milwaukee
COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM
Distribution:
Original - DOA - CDGA
Copy 1 - Contractor
Copy 2 - Comptroller

CONTRACT NUMBER:
DEPARTMENT: **DOA-CDGA**
DATE OF AWARD: **January 1, 2013**
FUND NUMBER: **See attached encumbrance**
CFDA Number **14.218**
Department Use

The provisions of this Contract have been approved by the Office of the City Attorney of the City of Milwaukee.

SERVICE DESCRIPTION: See Attachment A hereto

TIME OF PERFORMANCE: **January 1, 2013 through December 31, 2013**

TOTAL AMOUNT OF CONTRACT: Not to exceed_____ DOLLARS ($_____), and subject to the terms, conditions and limitations on funding amounts for specific activities set forth in **Attachment A** hereto.

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

Performance and schedules will be approved by the Director of the City of Milwaukee Community Development Grants Administration (or the Director's designee).

Work may commence in accordance with the terms and conditions of this Contract on **January 1, 2013**, provided the grant agreement for the Community Development Grants Administration program (the "Grant Program") from the U.S. Department of Housing and Urban Development has been executed by the City of Milwaukee or the Common Council of the City of Milwaukee has established other temporary appropriation authority for the City's Grant Program, or subject to the specific limitations set forth in Article III hereof.

WITNESSETH THAT:

WHEREAS, the Common Council of the City of Milwaukee has authorized execution of contracts and allocation of funds for the 2013 Community Development Block Grant Program and related 2013 grant programs (HOME, HOPWA, ESG) as approved under Common Council Files No 120323, 120691, 120692, 120693, 120694, 120695, and 120861; and

WHEREAS, in furtherance of those grant programs, 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 **Attachment A** to this Contract.

B. Comply with requirements listed in this Contract, and all attachments hereto, 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.

II. SCOPE OF SERVICES. A specific description of services relating to the approved CDGA Project Activity Report and the approved Organization Budget Forecast is delineated in the approved **Attachment A** attached to and made part of this Contract.

A. CONTRACTOR will adhere to the Administrative Policies and Procedures for the City of Milwaukee's Community Development Grants Administration Program as adopted by the CITY's Community and Economic Development Committee attached to and made a part of the Contract as **Attachment B**.

B. Any Budget Amendment or Activity Report amendment to be considered by the CITY from the CONTRACTOR must be submitted no later than 4:00 P.M. on September 30, 2013.

C. The CONTRACTOR shall comply with the CITY's Performance-Based Measurement System for Grant-funded agencies. Documentation and the data sources on outcome measurements shall be reported to the Community Development Grants Administration on June 3 2013, and again on January 17, 2013 (to be submitted with the CONTRACTOR's final cost report). **(See Attachment L).**

D. The CONTRACTOR certifies that throughout the term of this Agreement, neither the CONTRACTOR nor any of its principals are, or will be, debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that the CONTRACTOR will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment. The CONTRACTOR further certifies that it will verify that no suspended or debarred entities are under contract or participating in activities under this agreement by reviewing the federal General Services Administration's System for Award Management (SAM), which is available in electronic format and can be accessed on the internet at www.sam.gov. Prior to signing this agreement, the CONTACTOR has reviewed SAM to verify the status of any sub-recipients, contractors, and their principals.

III. AVAILABILITY OF FUNDS

A. This contract award is 100% funded under the Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the CONTRACTOR agree that the City of Milwaukee's Community and Economic Development Committee 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 Community and Economic Development Committee will notify the CONTRACTOR of any such reduction. In the event of such a modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.

B. The CITY and CONTRACTOR further acknowledge that payments under this Contract are subject to either (1) actual receipt by the CITY of funding by the Grant Program or (2) the ability of the CITY to finance its payment obligations hereunder with other City funds pending receipt of the federal grant monies.

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:
City:

Attention:

and to the CITY at:

Community Development Grants Administration
City Hall - Room 606
200 East Wells Street
Milwaukee, Wisconsin 53202

Attention: Steven L. Mahan, 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, 2013 and shall be undertaken and completed in such sequence as to assure its expeditious completion in 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 and Standard of Care. 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 City of Milwaukee.

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, amounts not to exceed, in the aggregate, 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, and that such compensation is subject to the terms, conditions and limitations on funding amounts for specific activities set forth in **Attachment A** hereto.

D. Taxes, Social Security, and Government Reporting. Personal income tax payments, income tax withholding, social security contributions, FICA, FUTA, 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, and, as more specifically provided in Section XIII of this Contract, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, and fees, including attorney's fees, arising out of the performance of (or failure to perform) such obligations.

VII. REMEDIES FOR NONCOMPLIANCE. If a CONTRACTOR materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a CITY plan or application, a notice of award, or elsewhere, the CITY may take one or more of the following actions as appropriate in the circumstances pursuant to 24 C.F.R. 85.43:

A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR;

B. Disallow (that is, deny both use of funds and matching credit for) all or part of the activity or action not in compliance;

C. Wholly or partially suspend or terminate, pursuant to Article VIII, the current award for the CONTRACTOR's program;

D. Withhold further awards for the program; or

E. Take other remedies that may be legally available.

VIII. TERMINATION OF CONTRACT FOR CAUSE. In addition to the procedures set forth in 24 CFR § 85.43, if, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract, and all equipment purchased

with federal funds administered by the City of Milwaukee Community Development Grants Administration shall, at the option of the CITY, become the property of the CITY. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

IX. TERMINATION FOR CONVENIENCE - 24 CFR §85.44.

A. The CITY may terminate this Contract in whole or in part with the consent of the CONTRACTOR, in which case the parties shall agree upon termination conditions, including the effective date and in the case of a partial termination, the portions to be terminated, or

B. The CONTRACTOR may terminate this Contract upon written notification to the awarding agency, setting forth the reasons for such termination and the effective date; in the case of partial termination, if the CITY determines in its sole discretion that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety under either Article VIII or paragraph (A) of this article.

X. CHANGES. All project requests for change in performance and/or compensation will be directed in writing to the City as set forth in Article IV. The Community Development Grants Administration will then approve or disapprove the request in accordance with approved City policies and procedures established under Common Council Resolutions governing the administration of the Grant Program.

XI. METHOD OF PAYMENT. The CITY agrees that, subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with the "work schedules" set forth in the **Budget and Activity Forms,** referenced under Article II herein, to pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Community Development Grants Administration or its designee shall prevail. The conditions of payment are as follows:

A. Compensation and/or reimbursement for services required under this Contract shall be contingent upon each activity being reviewed for approval by the City approving officer (described on page 1) and approved by him or her for payment.

B. All items described in **Attachment C** attached to and made a part of this Contract and such other items as may be directed by the CITY, must be completed and delivered to the CITY, Community Development Grants Administration by the 10th day of each month. The CITY requires ten (10) full working days, after receipt of all required reports, for processing cost reports. These reports must be complete and accurate.

C. The CITY agrees to compensate the CONTRACTOR only for activity undertaken which is reasonable and directly related to activity and completed as described in Article II of this Agreement.

D. If not otherwise restricted by Federal, State or local statutes, regulations or procedures, the CONTRACTOR may incur costs for the activity(ies) described in the Scope of Services set forth in Article II of this Agreement, provided such costs are allowable under federal regulations governing the use of Grant Program funds.

E. It is the policy of the CITY that the CONTRACTOR shall be compensated on a reimbursable basis. However, in the case of funding through Community Development Block Grant funds, advances may be authorized at the discretion of the Community Development Grants Administration Program Director, or his/her designee, in such manner and at such times as prescribed by the City Comptroller. All authorized cash advances must be reported as described in **Attachment B** attached to and made a part of this Contract. Failure to report as described may be cause for forfeiture of the advance.

In addition, the issuance of a two-party check, payable to the order of the CONTRACTOR and a subcontractor, as compensation for services directly related to activity and completed as described in Article II of this contract, may be authorized at the discretion of the Community Development Grants Administration Program Director, or his/her designee and with the concurrence of the Comptroller. Authorization for issuance of a two-party check shall require submission of properly completed forms and any other applicable forms as described in **Attachment B** to this Contract.

In addition, if the CONTRACTOR receives CDBG funds for the purposes of acquiring, rehabilitating and selling affordable housing, or new construction of affordable housing, any reimbursements received pursuant to this Contract shall be subject to the terms and conditions set forth in the Escrow Fund Disbursing Agreement, relating to the specific affordable housing property involved and entered into between the CITY, CONTRACTOR, and a title insurance company selected by the CITY.

F. Neighborhood Improvement Programs and Housing Production Programs shall initially report all program costs, both CDBG and HOME, on a CDBG cost report. Costs related to the HOME Program shall then be reported on a subsequent HOME cost report and credited against the next CDBG cost report submitted. The final 10% of the project development budget shall be withheld until the Certificate of Occupancy" or the "Certificate of Code Compliance" is received by CDGA. Additionally, for **Housing Production** activities, **$1,000** will be withheld from the operating budget until all final closeout documentation is received by CDGA within 30 days of property sales/closing.

G. The CONTRACTOR shall provide the CITY the source and amount of all non-Grant Program funds utilized in the performance of project activities. If a Cost Allocation plan is required under **Attachment A**, it must have the review and approval of the City Comptroller.

H. The CONTRACTOR shall not use any of the Federal funds provided by this Contract for the payment of liabilities or costs incurred prior to January 1, 2013.

I. All property costing $300.00 or more per unit must be listed in the CDGA budget and recorded on the CDGA Property Record Form. The Property Record Form must be submitted with the cost report in order to be reimbursed for the cost of the property.

J. The CITY will only make reimbursement to the CONTRACTOR for sub-contractor expenses provided:

1. The CONTRACTOR has properly procured the sub-contractor under requirements described in this Agreement; and
2. An executed copy of the subcontract is on file with the City Comptroller and the CITY's Community Development Grants Administration.

K. Payment under this Contract is subject to the Prompt Payment Policy established in Common Council File No. 900859.

L. Final Cost Reports

1. Final Cost and Program Activity Reports for 2013, including documentation and data sources on performance outcome measurements, are due no later than 4:00 P.M. on January 17, 2014 at the CDGA office. **(See Attachment C.)**

2. All accrued costs reported on the Final Cost Report must be submitted for reimbursement to CDGA no later than 4:00 P.M. on February 7, 2014.

M. Large Impact Development (LID) projects will be governed by the Policy and checklist appended hereto as **Attachment K**.

N. All Homebuyer Counseling organizations with respect to homebuyer counseling services will be compensated on a Pay-For-Performance basis as follows:

Pay-For-Performance Formula:

a. One-half of the allocated dollars will be available to the organization for administrative costs incurred throughout the program year.

b. The remaining (50%) of funds will be available for reimbursement only upon completion of a mortgage loan closing and will be reimbursed with proper documentation as follows:

1) $750 per loan closing for clients 0- 50% of County Median Income;
2) $500 per loan closing for clients between 51%-80% of County Median Income.

No fees shall be charged by CDBG funded grantees to clients/participants of the Homebuyer Counseling and Youth programs.

Documentation Required for Reimbursement and Pay-For-Performance compensation under the Homebuyer Counseling category:

Cost Reports (due by the 10th day of every month) are required and must include the following supporting documentation for reimbursement/payment:

1. Cost Report and Schedule of Paid Costs
2. Project Activity Report
3. Direct Benefits Status Report
4. Client Information (name, address, zip code, phone) for clients receiving counseling and credit counseling and loans closed.
5. Homebuyer Counseling Payment Invoice
6. Homebuyer Counseling Certificate.
7. Copy of HUD-I

Documentation required for reimbursement:

Cost reports (due by the 10th of every month) are required and must include the following supporting documentation for reimbursement/payment:

1. Cost Report and Schedule of Paid Costs
2. Project Activity Report
3. Direct Benefits Status Report
4. Client Information (name, address, zip code, phone) for clients receiving counseling and credit counseling and loans closed.
5. Homebuyer Counseling Payment Invoice
6. Homebuyer Counseling Certificate.
7. Copy of HUD-I

A first-time homebuyer is an individual who meets any one of the following criteria:

1. A first-time homebuyer is an individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase (closing date) of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers).

2. A single parent who has only owned with a former spouse while married.

3. An individual who is a displaced homemaker and has only owned with a spouse.

4. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations.

5. An individual who has only owned a property that was not in compliance with State, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

O. **Employment Services.** Organizations funded under the category of Employment Services which have been selected by the City pursuant to a competitive selection process in compliance with 24 CFR § 85.36 will be compensated for eligible activities on a pay-for-performance basis The applicable pay-for-performance reimbursements for such activities are:

Public Service:

Employment Services – Job Placement
Employment Services - Job Training & Placement

P. **Employment Services - Job Placement**: Organizations will be reimbursed for eligible activities under Job Placement on a Pay-for-Performance basis.

1. **Required Documents for Reimbursement:**

   a. Cost Reports (due by the 10th of every month), must have the following supporting documentation for reimbursement:

      (1) Cost Report and Schedule of Paid Costs
      (2) Project Activity Report
      (3) Direct Benefits form (CDA-35)
      (4) Employee Data Form (submit once for each employee)
      (5) 45-Day CDGA Verification of Employment form
      (6) CDGA Payment Invoice

2. **Pay-for-Performance Formula:**

   a. One-half (50%) of the total funding allocation is available to the organization for administrative costs incurred during the year (i.e. $50,000 grant would allow up to $25,000 for administrative costs).

   b. The remaining one-half (50%) of total funding allocation is reimbursable according to the pay-for-performance scale *(see below)*.

3. **Pay-for-Performance Scale:**

   a. Job Placement reimbursed as follows:
      - 50% for administrative costs.
      - $375 for each full-time placement; $375 for each full- time job retained for at least 45 days;
      - $187.50 for each part-time placement; $187.50 for each part-time job retained for at least 45 days.

NOTE: Part-time = 20 hours per week; full-time = 35+ hours per week.

4. **Reimbursement Procedure:**

   a. 50% administrative cost

   b. Job Placement requirements:

      (1) All reimbursements will be for individuals trained and placed who are low/moderate income persons.

      (2) The organization must submit for each placement an Employee Data form. Proof (wage statements, employee generated letters) of

employee's income at the time of employment must be kept on file by the CDGA funded agency for a minimum of 5 years for review by CDGA and/or HUD.

c. The CDGA 45-Day Verification of Employment form must include the following information:

(1) Employee Wage Statement (i.e., pay stub); or, an employer-generated document on Company letterhead; or, CDGA generated Verification of Employment form
(2) Rate of pay at retention date
(3) Average hours worked per week
(4) Benefits available
(5) Current employment status
(6) Reason for leaving (if applicable)

Note the Following:

1. All documents must contain required signatures.

2. All employees submitted for reimbursement must reside within the City of Milwaukee CDBG target area.

3. Individuals placed through temporary staffing agencies will only qualify for job placement credit if the individual is hired permanently by the business and the permanent placement is verified.

4. The 45-day retention period commences the date hired by the business, not the temporary staffing agency.

5. Reimbursement for training requires a CDGA approved curriculum prior to contract and documentation that clients received the approved training.

Q. **Employment Services – Job Training and Placement**: Organizations will be reimbursed for eligible activities under Job Training & Placement on a Pay-for-Performance basis.

1. **Required Documents for Reimbursement:**

a. Cost Reports (due by the 10th of every month), must have the following supporting documentation for reimbursement:

(1) Cost Report and Schedule of Paid Costs
(2) Project Activity Report
(3) Direct Benefits form (CDA-35)
(4) Employee Data Form (submit once for each employee)
(5) 45-Day CDGA Verification of Employment form
(6) CDGA Payment Invoice

2. **Pay-for-Performance Formula:**

a. One-half (50%) of the total funding allocation is available to the organization for administrative costs incurred during the year (i.e. $50,000 grant would allow up to $25,000 for administrative costs).

b. The remaining one-half (50%) of total funding allocation is reimbursable according to the pay-for-performance scale *(see below).*

3. **Pay for Performance Scale:**

a. Training and Placement reimbursed as follows:
- 50% for administrative costs.
- $750 for each full-time placement; $750 for each full-time job retained for at least 45 days;
  $375 for each part-time placement; $375 for each part-time job retained for at least 45 days.

NOTE: Part-time = 20 hours per week; full-time = 35+ hours per week.

4. **Reimbursement Procedure:**

a. 50% administrative cost

b. Job Training and Placement requirements:

(1) All reimbursements will be for individuals trained and placed who are low/moderate income persons.

(2) The organization must submit for each placement an Employee Data form. Proof (wage statements, employee generated letters) of employee's income at the time of employment must be kept on file by the CDGA funded agency for a minimum of 5 years for review by CDGA and/or HUD.

c. The CDGA 45-Day Verification of Employment form must include the following information:

(1) Employee Wage Statement (i.e., pay stub); or, an employer-generated document on Company letterhead; or, CDGA generated Verification of Employment form
(2) Rate of pay at retention date
(3) Average hours worked per week
(4) Benefits available
(5) Current employment status
(6) Reason for leaving (if applicable)

Note the Following:

1. All documents must contain required signatures.

2. All employees submitted for reimbursement must reside within the City of Milwaukee CDBG target area.

3. Individuals placed through temporary staffing agencies will only qualify for job placement credit if the individual is hired permanently by the business and the permanent placement is verified.

4. The 45-day retention period commences the date hired by the business, not the temporary staffing agency.

5. Reimbursement for training requires a CDGA approved curriculum prior to contract and documentation that clients received the approved training.

R. **Special Economic Development**: Organizations will be reimbursed for eligible economic development activity on a Pay-for-Performance basis, excluding Retail Investment Fund, and Large Impact Developments (LIDs).

1. **Required Documents:**

a. Cost Reports (due by the 10th of every month) must have the following supporting documentation for reimbursement:

(1) Cost Report and Schedule of Paid Costs
(2) Project Activity Report *(A separate Project Activity Report for each assisted business must be submitted for payment reimbursement. Information regarding the number of new job creations and the name of the assisted business must be included on each activity report)*
(3) Direct Benefits form (CDA-35)
(4) Business Assistance Agreement (submit once for each assisted employer)
(5) Business Assistance Data Form (submit once for each assisted employer and must include the business DUNS number)
(6) Employee Data Form (submit once for each employee)
(7) 45-Day CDGA Verification of Employment form
(8) CDGA Payment Invoice form

2. **Pay-for-Performance Formula:**

a. One-half (50%) of the total funding allocation is available to the organization for administrative costs incurred during the year (i.e. $50,000 grant would allow up to $25,000 for administrative costs).

b. The remaining one-half (50%) of total funding allocation is reimbursable according to the pay-for-performance scale *(see below)*.

3. **Pay-for-Performance Scale:**

a. Special Economic Development Job Creation:
- 50% for administrative costs.
- $2,500 for each full-time job created; $2,500 for each full-time job retained for at least 45 days.
-$1,250 for each part-time job created; $1,250 for each part-time job retained for at least 45 days.

NOTE: Part-time = 20 hours per week; full-time = 35+ hours per week.

4. **Reimbursement Procedure:**

a. 50% administrative cost

b. Job creation requirements:

(1) The organization must submit from each assisted business a CDGA Business Assistance Agreement form indicating 1) At least 51% of all

new job creations will be held by or made available to low/moderate income persons; 2) For-profit business will provide business assistance organization with DUNS number.

(2) The organization must submit for each job created an Employee Data form. Proof (wage statements, employee generated letters) of employee's income at the time of employment must be kept on file by the CDGA funded agency for a minimum of 5 years for review by CDGA and/or HUD.

c. The CDGA 45-Day Verification of Employment form must include the following information:

(1) Employee Wage Statement (i.e., pay stub); or, an employer-generated document on Company letterhead; or, CDGA generated Verification of Employment form
(2) Rate of pay at retention date
(3). Average hours worked per week
(4) Benefits available
(5) Current employment status
(6) Reason for leaving (if applicable)

Note the Following:

1. All documents must contain required signatures.

2. Businesses provided assistance must be located in the City of Milwaukee. All employees submitted for reimbursement must reside within the City of Milwaukee CDBG target area.

S. **Housing Accessibility Program.** Payment for costs under the Housing Accessibility Program are contingent upon compliance with the requirements set forth in **Attachment M.**

T. **Neighborhood Improvement Program (NIP) Supplemental Repair Program.** Funded agencies must adhere to the requirements set forth in the NIP Supplemental Repair Program manual which will be supplied to agencies by CDGA as well as requirements contained in this contract.

XII. REVERSION OF ASSETS. The CONTRACTOR's obligations with respect to reversion of assets are the following:

A. Upon expiration or termination of this Contract, CONTRACTOR shall transfer to the CITY:

1. All Grant Program funds not expended or incurred by the CONTRACTOR in accordance with the approved original/amended Budget;

2. All Accounts Receivable attributable to the use of Grant Program funds;

3. Within five days after receiving written notice to return certain property, all equipment and supplies purchased using Community Development Block Grant funds that are in the possession or under the control of the CONTRACTOR at a

location designated by the CITY. At the CITY's option, the CONTRACTOR will reimburse the CITY at the then fair market value, allowing for depreciation, the cost of all equipment and supplies in the possession or under the control of CONTRACTOR that were purchased using CDBG funds.

B. In the case of Grant Program funds attributable to Community Development Block Grant funds, any real property acquired or improved in whole or in part with Grant Program funds in excess of $25,000 must either be:

1. Used to meet one of the national objectives in 24 C.F.R. § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or such longer period of time as determined appropriate by the CITY; or

2. Disposed of in a manner which results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the property. Such reimbursement is not required after the period of time specified in accordance with the preceding paragraph 1 above and consistent with **Attachment B** - Administrative Policies and Procedures for the City of Milwaukee's Community Development Block Grant Program.

XIII. DEFENSE OF SUITS. In case any action is brought against the CITY or any of its officers, agents or employees for any act or omission of the CONTRACTOR to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged acts or omissions of the CONTRACTOR, its officers, agents or employees, whether intentional or by negligence, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, and fees, including attorney's fees, arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR's insurer, and upon such tender, it shall be the duty of the CONTRACTOR and CONTRACTOR's insurer to defend such claim or action without cost or expense to the CITY or its officers, agents or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

XIV. PERSONNEL.

A. The CONTRACTOR represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of nor have any contractual relationship with the CITY.

B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision. Such personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

C. If any work or services are subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors

and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by it.

XV. ASSIGNABILITY. To the extent permitted by law, the CONTRACTOR shall not assign any interest in this Contract nor shall it transfer any interest in same (whether by assignment, substitution of parties or any other manner), without the prior written consent of the CITY, provided, however, that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

XVI. REPORTS. The CONTRACTOR agrees to submit reports as may be required by the CITY at such times as may be scheduled for submittal as described **Attachment C** hereto. These data-collection instruments will be a part of CDGA's monitoring and evaluation of the CONTRACTOR's activities. Reimbursement requests will be held until specific report deadlines are met.

A. All reports, studies, analyses, memoranda and related data and material as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that he/she will not, without prior written approval from the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided.

B. The aforesaid documents and material prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR other than as herein specifically provided. If this Contract is terminated for cause or for any other reason, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the CITY at the effective date of such termination.

C. Agencies must acknowledge the receipt of Federal funds awarded and administered by CDGA in literature and promotional materials in the following manner: "THIS PROJECT IS FUNDED IN PART THROUGH A CITY OF MILWAUKEE GRANT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS", or similar acknowledgement.

XVII. RECORDS.

A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of five (5) years after receipt of the final payment under this Contract.

B. Documentation of Costs. All costs shall be supported by properly executed and approved payrolls, time records, invoices, contracts or vouchers, or other official

documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

C. Client/Beneficiary records. CONTRACTOR shall maintain records of all individuals and families served. This information shall include name, address, income level, racial makeup, and these shall be made available upon request.

XVIII. REPORTS AND INFORMATION. In addition to the reports and information provided for in **Attachment C** hereto, at such times and in such forms as the CITY may require, there shall be furnished the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Contract.

XIX. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the CITY (or if federal or state grants or aids are involved, the appropriate federal or state agency) may deem necessary, the CONTRACTOR shall make available to the CITY or such agency for examination all of its records with respect to all matters covered by this Contract and will permit the CITY or such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

XX. FINDINGS CONFIDENTIAL. Except as required by section 19.35, Wisconsin Statutes (the Pubic Records law), all of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States government, without the prior written approval of the CITY. The City shall comply with the Public Records Law (Section 19.35 Wis. Stats) in connection with such records and the Contractor shall cooperate with the City in responding to any such requests.

XXI. CONFLICT OF INTEREST (pursuant to 24 CFR 570.611, 24 CFR 85.36 and OMB Circular A-110).

A. Interest in Contract. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any financial interest, direct or indirect, in this Contract.

B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any financial interest, direct or indirect, in this Contract.

C. Interest of Contractor and Employees. The CONTRACTOR covenants that no person described in Article XXI, A and B above, who presently exercises any functions or responsibilities in connection with the Contract has any financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict

in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or his/her employees must be disclosed to the CITY. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

D. HUD Conflict of Interest Regulations with respect to CDBG Funds – 24 CFR § 570.611

1. The CONTRACTOR covenants and agrees that:

   a. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, it shall comply with the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively.

   b. In all cases not governed by 24 CFR 85.36 and 84.42, it shall comply with the provisions of this section and 24 CFR §570.611. Such cases include the acquisition and disposition of real property and the provision of assistance by the CITY or the CONTRACTOR to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §§ 570.203, 570.204, 570.455, or 570.703(i)).

2. Conflicts prohibited. The CONTRACTOR covenants and agrees that no persons described in paragraph (c) below of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, shall obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

3. Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY, of any designated public agencies, or of the CONTRACTOR.

E. LOBBYING

1. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. The CONTRACTOR agrees that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXII. DISCRIMINATION PROHIBITED; FAITH-BASED ORGANIZATION PROVISIONS.

A. EXECUTIVE ORDER 11246 - AFFIRMATIVE ACTION. The CONTRACTOR agrees that it will be bound by the Equal Opportunity Clause as set forth in its entirety in **Attachment D** hereto, with respect to its own employment practices when it participates in federally assisted construction work. However, if the CONTRACTOR so participating is a state or local government, the Equal Opportunity Clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on, or under the this Contract.

B. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. The CONTRACTOR agrees to comply with the provisions of the Rehabilitation Act of 1973, 29 USC §§793 and 794), as set forth in **Attachment E** hereto.

C. The CONTRACTOR agrees to comply with the provisions of the Americans With Disabilities Act, 42 U.S.C. 12101, et. seq., and agrees to require the same of any subcontractor.

D. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

E. FAITH-BASED ORGANIZATIONS. In providing services under this Agreement:

1. The CONTRACTOR shall not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the services provided and funded under this agreement. Any such activities must be offered separately, in time or location, from the services performed and funded under this agreement, and participation must be voluntary for the beneficiaries of the services performed and funded under this agreement.

2. The CONTRACTOR shall not, in performing services under this agreement, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. SEXUAL ORIENTATION, GENDER IDENTITY AND MARITAL STATUS. In providing services under this agreement:

1. All determinations of eligibility for housing shall be made in accordance with the eligibility requirements provided for the CDBG program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

2. The CONTRACTOR is prohibited from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD–assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

XXIII. WORKER'S COMPENSATION INSURANCE. The CONTRACTOR, and all subcontractors, if any, shall provide to the CITY an affidavit or other satisfactory proof which the CITY may require evidencing that the CONTRACTOR and all subcontractors have obtained Worker's Compensation insurance for all persons performing any work or services under the Contract or subcontract as is required by the Worker's Compensation Act of the State of Wisconsin. No payments or disbursements under the Contract shall be made if such proof has not been furnished.

XXIV. WITHHOLDING OF SALARIES. If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to it an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.

XXV. INSURANCE. The CONTRACTOR must provide the CITY with proof of insurance coverage as prescribed by the City Attorney of the City of Milwaukee and set forth in **Attachment F**. Also, The CONTRACTOR must also notify the CITY when their insurance expires. Should the CONTRACTOR's insurance expire at anytime during the term of this Contract, the CITY will terminate the contract as prescribed in Article VIII of this Contract.

XXVI. PROGRAM INCOME. Program income means gross income, received by the CONTRACTOR directly generated from the use of CDBG funds and as further detailed in 24 CFR 570.500, with respect to CDBG funds. When such income is generated by an activity that is only partially assisted with Grant funds, the income shall be prorated to reflect the percentage of CDBG funds used:

1. Contracts and Purchases under $1,000 - An agency shall select the source that provides the most appropriate product, at a price most reasonable for the project. In addition, a Property records form must be completed and submitted to CDGA for all purchases of $300 or greater.

2. Contracts and Purchases From $1,000 to $10,000- An agency must document that it has contacted at least three bonafide sources and has selected the source that provides the most appropriate product, at a price most reasonable for the project.

3. Contracts and Purchases From $10,001 to $50,000 - Agencies must request proposals from at least three bonafide sources. Requests for proposals must be in writing and provide all contractors, vendors, and suppliers the same information and opportunity to "walk-through" a project, if appropriate. Additionally, copies of all bids received and a bid tabulation sheet that justifies contractor selection must be maintained for each project. In order for a bid to be acceptable, it should be from bonafide contractors, licensed in the City of Milwaukee, be signed and dated, and include a complete list of activities to be performed, and/or materials and services to be provided.

4. Contracts and Purchases Greater than $50,000 - All Requests for Proposals greater than $50,000 must be advertised in either the Milwaukee Journal Sentinel or the Daily Reporter. Additionally, copies of all bids received and a bid tabulation sheet that justifies contractor selection must be maintained for each project. In order for a bid to be acceptable, it must be from bonafide contractors, licensed in the City of Milwaukee, be signed and dated, and include a complete list of activities to be performed, and or materials and services to be provided. Failure to follow these procurement procedures will result in a Finding during a CDGA monitoring visit and may require the agency to "payback" all Federal funds disbursed using non-Federal funds.

5. Any deviation from these standards will/shall result in non-payment of costs reported unless written documentation adequate in the sole judgment (discretion) of CDGA, to establish compliance with HUD federal procurement standards is submitted to and approved by CDGA.

B. **Contractor Award Criteria**. City of Milwaukee funded housing agencies should adhere to additional criteria when selecting contractors to perform production activities:

1. Contracts may not be awarded to debarred, suspended, or otherwise ineligible contractors. Agency must comply with all Federal, State, and Local laws, rules and regulations in addition to the provisions of Section II.D. of this Agreement. The City of Milwaukee will not pay for work performed by any firm that is debarred or not otherwise eligible to be awarded work. The Agency is responsible for reviewing the HUD debarred and suspended list, and for rejecting bids from ineligible contractors. The list is updated regularly and can be accessed via the internet at: www.sam.gov Only the eligibility of the prime contractor must be verified and documented. Subcontractor clearance is the responsibility of the prime contractor.

2. The contractor/vendor will provide products and service that meet the appropriate specifications, including start and completion time requirements.

A. Unless otherwise agreed to in writing by the CITY, all program income generated from the use of CDBG funds under any contract with the City of Milwaukee is the sole property of the CITY. Any reuse of program income is governed by the authority granted by the Community and Economic Development Committee under its current Revolving Fund Policies (referred to in **Attachment G**, attached to and made a part of this Contract).

B. During or upon expiration of this Contract, all program income, as defined in 24 CFR 570.500, must be returned to the CITY within five days unless otherwise authorized by the CITY.

XXVII. EQUIPMENT. The CONTRACTOR shall grant the City a first priority security interest in any item of equipment costing $1,000.00 or more per unit for which reimbursement of the purchase price is requested pursuant to this agreement. Documentation of the grant of such security interest and the filing of a UCC financing statement with respect thereto shall be provided to the City at the time reimbursement is requested. The CONTRACTOR may not assign or otherwise encumber in any way the equipment and supplies purchased using CDBG funds without prior written consent of the CITY. This provision shall be binding upon respective successors or assignees.

XXVIII. AUDITS. If the CONTRACTOR expends $500,000 or more in total Federal Funds during the CONTRACTOR's fiscal year, the CONTRACTOR is required to have an audit conducted in accordance with the requirements of OMB Circular A-133, as in effect at the close of the calendar year in which this Contract is awarded. All audits are required to be completed and delivered to the CITY-CDGA no later than six (6) months following the end of the CONTRACTOR's fiscal year. In the event the CONTRACTOR is not funded for a subsequent year, the CONTRACTOR must provide the CITY with a signed commitment from a Certified Public Accounting firm to conduct such an audit. This commitment must be provided prior to the expiration of the current Contract. Failure to provide this commitment will result in the CITY withholding from the current Contract a sum sufficient in the CITY's judgment to enable the completion of such an audit.

Pursuant to OMB Circular A-133, the CITY hereby gives notice that the U.S. Department of Housing and Urban Development is providing the grant funds subject to this agreement. The Catalog of Federal Domestic Assistance (CFDA) number for CDBG Funds is 14.218.

XXIX. FEDERAL MANAGEMENT AND BUDGET REQUIREMENTS AND PROCUREMENT STANDARDS - (RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102, AS AMENDED August 29, 1997.) The CONTRACTOR will comply with all applicable provisions of OMB Circular A-102, and 24 CFR §§ 85.36 and 84.48, as the same may be amended from time to time, relating to procurement procedures with federal grant funds, as more specifically set forth in Attachment I hereto

A. **Required City Procurement Policy Procedures**. In addition to federal procurement requirements, proper City procurement procedures must be followed in order to secure any goods and services to be purchased (or reimbursed) with City funds, including the selection of contractors, suppliers and related vendors. As such, City of Milwaukee funded agencies, including all housing production agencies must adhere to the following procurement procedures:

3. The firm is a bona fide business with experience in the work they are proposing to do.

4. The company has a good record of doing business and/or a good reputation with customers, peers, and suppliers.

5. The business has all required licenses, certifications, and qualifications.

6. The price is competitive, reasonable and market-based (as explained in paragraph 8 below).*

7. Utilize to the greatest extent possible, a Minority, Women-Owned, or Disadvantaged Business Enterprise.

8. Purchase from local (i.e. City of Milwaukee-based) vendors/contractors. ***Unless there are extenuating circumstances, a lower quote may not be "reasonable and market-based" if it deviates from staff's cost estimate and/or the average of the other bidders' prices by 15% or more.***

9. Any deviation from these standards will/shall result in non-payment of costs reported unless written documentation adequate, in the sole judgment (discretion) of CDGA, to establish compliance with HUD federal procurement standards, is submitted to and approved by CDGA.

C. Bonding and Insurance (RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110, as amended 09-30-1999.)

1. A state or local unit of government which requires contracting for construction or facility improvement shall follow its own requirements relating to bid guarantees, performance bonds and payments bonds except for contracts exceeding $100,000, the minimum requirements shall be as follows:

   a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

   b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

   c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

D. CONTRACTOR shall comply with all applicable provisions of the **Standards for Grantee Financial Management System.** (Subpart C.21) RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110, as amended 09-30-1999.

E. CONTRACTOR shall comply with all applicable provisions of the **Property Management Standards** (Subpart C.32). RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110, as amended 09-30-1999.

F. CONTRACTOR shall comply with all applicable provisions of **the Cost Principles for State and Local Government**. RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-87, as amended.

G . CONTRACTOR shall comply with all applicable provisions of the **Cost Principles for Nonprofit Organizations**. RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-122, as amended May 10, 2004.

XXX. OTHER PROVISIONS.

A. COPYRIGHTS. If this Contract results in book or other copyright-able materials, the author is free to copyright the work, but the appropriate federal agency involved reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.

B. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the appropriate federal agency involved for determination by it as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest.

C. LEAD-BASED PAINT. 24 CFR Section 570.608 - If the Contract involves construction or rehabilitation of residential structures with assistance provided under this agreement, it is subject to the lead-based paint regulations set forth in 24 CFR Part 35.

D. "SECTION 3" OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701(u)). The CONTRACTOR agrees to comply with the provisions set forth in **Attachment H** hereto relating to Section 3 of the Housing and Urban Development Act of 1968.

E. COMPLIANCE WITH AIR AND WATER ACTS. With respect to non-exempt transactions to carry out the purposes of the Housing and Community Development Act of 1974, the CONTRACTOR shall be required to provide:

1. A stipulation by the CONTRACTOR or subcontractor that any facility to be utilized in the performance of any non-exempt Contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1657c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318), relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 208, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA list of Violating Facilities.

4. Agreement by the CONTRACTOR that it will include or cause to included the criteria and requirements in paragraphs A through D of this section in every non-exempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

XXXI. FAIR HOUSING. The CONTRACTOR will comply with all requirements of 24 CFR Part 14, dated January 23, 1989 and the CITY's ordinance, Common Council file 892540, adopted October 16, 1990, with regard to all Fair Housing issues.

XXXII. COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE GOVERNMENT. In addition to the requirements set forth herein, the CONTRACTOR shall comply with the provisions set forth in **Attachment D** hereto and required pursuant to federal regulation. In addition to the requirements as set forth herein, any contractor or subcontractor performing any work or furnishing any materials hereunder shall comply with all applicable federal and state laws and regulations and all applicable ordinances of the City of Milwaukee with respect to equal employment opportunities, minimum wage, anti-kickback regulations, federal labor standards, the Hatch Act (5 U.S.C. §§1501 - 1508), and any other requirements imposed by the Secretary of HUD or the Secretary's representative. Contractors and subcontractors shall be required to furnish performance bonds, non-collusion affidavits, affidavits of no interest, indemnity agreements or any other protective legal instruments or other protective documents which may be required under applicable laws, ordinances, resolutions or regulations. CONTRACTOR further acknowledges and agrees to the following:

A. Uniform Administrative Requirements. The CONTRACTOR shall comply with applicable Uniform Administrative Requirements as described in 24 CFR §570.502.

B. Other Program Requirements. The CONTRACTOR shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR Part 570, except that the CONTRACTOR does not assume the City's environmental responsibilities described at 24 CFR § 570.604, and the CONTRACTOR does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

C. FEDERAL LABOR LAWS.

1. Contract Work Hours and Safety Standards Act. All contracts in excess of $2,000 for the construction and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision mandating compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330).

2. Copeland Anti-Kickback Act. All contracts for construction and repair shall include a provision mandating compliance with the Copeland Anti-Kickback Act (40 U.S.C. §22276c) as supplemented by Department of Labor Regulations (29 CFR Part 3).

3. Davis-Bacon Act. Except with respect to the rehabilitation and/or new construction of residential property designed for residential use for less than eight families, the CONTRACTOR and any subcontractors engaged under contracts in excess of $2,000 for the construction, execution, completion or repair of any building or work financed in whole or in part with CDBG funds under this Contract shall comply with the Davis-Bacon Act (40 U.S.C. §276a) governing the payment of minimum wages, as supplemented by the regulations of the Department of Labor (29 CFR Part 5); however, if wage rates higher than those required under such regulations are imposed by State or Local law, nothing hereunder is intended to relieve the CONTRACTOR of its obligations, if any, or require payment of higher rates.

XXXIII. **ATTACHMENTS AS PART OF CONTRACT.** In addition to the requirements as set forth herein, the CONTRACTOR shall comply with the terms and provisions of each and every Attachment appended hereto as if such provisions were fully set forth herein.

CITY OF MILWAUKEE,
A Municipal Corporation

COMMUNITY DEVELOPMENT GRANTS ADMINISTRATION

By: _____
(Steven L. Mahan, Director)

Date: _____

CONTRACTOR:

_____

DUNS Number:_____

By:_____ Title:_____ Date:_____

By:_____ Title:_____ Date:_____

Countersigned:

_____
(City Comptroller)

Date: _____

Examined and approved as to form
and execution this _____ day of
_____, 201____.

_____
Assistant City Attorney

CERTIFICATE REGARDING CORPORATE AUTHORITY

The undersigned hereby certify, represent and warrant that they are a duly elected Board Officer or member of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____ (the "Corporation"), incumbent in the offices set forth below their respective signatures, and as such officers they are familiar in general with the Corporation's affairs, properties and records and in particular with the contract to which this Certificate relates.

Reference is made to that certain Contract for Services ("Contract"), dated as of _____, 201____ , between the Corporation and the City of Milwaukee, Wisconsin (the "City").

As an inducement for the execution and delivery of the Contract by the City, the undersigned, on behalf of the corporation, do hereby certify to the City as follows:

1. The Corporation is a corporation duly organized and validly existing in good standing under the laws of the State recited in the first paragraph of this Certificate.

2. The Corporation is licensed or authorized to do business in Wisconsin.

3. The Corporation has full corporate right, power and authority to enter into, execute and deliver the Contract and to perform its obligations thereunder.

4. The execution, delivery and performance by the Corporation of the Contract has been authorized by all necessary corporate action on the part of the Corporation.

5. The person named below was on the date hereof, and was on the dates of the execution of the Contract, the duly elected (or appointed) and qualified incumbent of the office of the Corporation set for below with his/her signatures:

Name	Title	Signature
_____	_____	_____
_____	_____	_____

The Contract has been duly executed and delivered on behalf of the Corporation by such person, who is authorized so to do, and the Contract constitutes a legal, valid and binding obligation of the Corporation in accordance with its terms.

6. No authorization, approval, consent or license of any regulatory body or authority, not already obtained, is required on the part of the Corporation for the valid and lawful authorization, execution and delivery of the Contract and the assumption by the Corporation of the obligations represented thereby.

7. The execution and delivery of the Contract and the assumption by the Corporation of the obligations represented thereby will not conflict with, violate or constitute a breach of, or default under the Corporation's Articles of Incorporation or Bylaws or any commitment, indenture, agreement, instrument or court or regulatory order to which the Corporation is a party or by which it or any of its properties are bound.

8. On the date hereof, the Corporation has delivered to the Parties certain Resolutions of its Board of Directors. These Resolutions were in full force and effect on the dates of the execution and delivery of the Contract and continue to be in full force and effect on the date hereof.

Dated this _____ day of _____, 201_____.

(NAME OF CORPORATION)

By: _____

Title: _____

By: _____

Title: _____

(CORPORATE SEAL)