

CONTRACT FOR SERVICES
City of Milwaukee
FEDERAL EMERGENCY SOLUTIONS
GRANT PROGRAM

CONTRACT NUMBER:
DEPARTMENT: DOA-CDGA
DATE OF AWARD: January 1, 2015
FUND NUMBER: **14.231**

Distribution:

Department Use

Original - DOA - CDGA
Copy 1 - Contractor
Copy 2 - Comptroller

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

FEDERAL IDENTIFICATION AWARD REQUIREMENTS (2 CFR § 200.331):

- (i) Subrecipient name (which must match registered name in DUNS):
- (ii) Subrecipient's DUNS number (2 CFR §200.32 Data Universal Numbering System number):
- (iii) Federal Award Identification Number (FAIN):
- (iv) Federal Award Date (2 CFR § 200.39 Federal award date):
- (v) Subaward Period of Performance Start and End Date: **See "Time of Performance" below**
- (vi) Amount of Federal Funds Obligated by this action:
- (vii) Total Amount of Federal Funds Obligated to the subrecipient: **See "Total Amount of Contract" below**
- (viii) Total Amount of the Federal Award:
- (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): **See Scope of Services set forth in Attachment A hereto.**
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official: **U.S. Department of Housing and Urban Development**
- (xi) CFDA Number and Name: **14.231**
- (xii) Identification of whether the award is R&D: **No R&D award**
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs): **the CONTRACTOR is allowed a rate approved by the City of Milwaukee OR a de minimis rate of 10 %**
- (xiv) Any applicable matching funds requirement: **Dollar-for-dollar match, which may include federal funds other than ESG pursuant to 24 CFR 576.201(b)(2).**

SERVICE DESCRIPTION (General): As described in "Attachment A" hereto.

TIME OF PERFORMANCE : **January 1, 2015 through December 31, 2015.**

TOTAL AMOUNT OF CONTRACT: Not to exceed _____
DOLLARS (\$_____), and subject to the terms, conditions and limitation 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, 2015**, provided the grant agreement for the Emergency Solutions Grants program from the U.S. Department of Housing and Urban Development has been executed by the City of Milwaukee.

WITNESSETH THAT:

WHEREAS, the Common Council of the City of Milwaukee has authorized execution of contracts and allocation of funds for the 2015 Community Development Grants Program and related 2015 grant programs (HOME, HOPWA, ESG) as approved under Common Council Files 140944, 140945, 140946, 140947, 140948, 140285, and 141390; and

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.

- II. SCOPE OF SERVICES. (A specific description of service relating to the activity report and budget delineated in the approved Attachment "A" attached to and made part of this Contract.)
- A. In accordance with the CITY's Emergency Solutions Grants application and the Consolidated Strategy and Plan approved under Common Council Files No Emergency Solutions Grant; incorporated herein by reference, and all applicable Emergency Solutions Grants Regulations promulgated by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") under Grants program contained in the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) and regulations promulgated thereunder at 24 CFR Part 576, the CONTRACTOR shall in a satisfactory, timely and proper manner, undertake and complete the following project as set forth in the following scope of services; and,
 - B. According to Attachment "A" attached to this Contract; and,
 - C. Schedule of Activities, Timetables, and Methods of Accomplishments: According to Attachment "A" attached to this Contract.
 - D. Specific Conditions:
 - 1. CONTRACTOR will adhere to the Administrative Policies and Procedures for the City of Milwaukee's Community Development Grants Program as amended by the CITY's Economic and Community Development Committee attached to and made a part of the Contract as Attachment "B".
 - 2. 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. September 30, 2015** prior to the expiration of this Contract.
 - 3. In addition to the above, the scope of services will include all items listed on the original form CDA-62 of Attachment "A" or on an amended Form CDA-62 approved in writing by the Community Development Grants Administration.
 - 4. The CITY authorizes as identified under Attachment "A" attached to and made a part of this contract, pre-award costs of the CONTRACTOR as provided in 2 CFR § 200.458 and approved in writing by HUD. However, should the CITY not receive its anticipated 2015 Emergency Solutions Grants or any reduction to it, the CITY will be held harmless as to any claim of cost incurred to date by the CONTRACTOR.
 - 5. Primarily Religious Organizations: Assistance may be provided under federal regulations governing ESG Funds to a CONTRACTOR who is a primarily religious organization. The CONTRACTOR agrees that:
 - a. The CONTRACTOR shall not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
 - b. The CONTRACTOR shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of

religion or religious belief; and

- c. Emergency Solutions Grants funds may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Emergency Solutions Grants may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under 24 CFR Part 576. Where a structure is used for both eligible and inherently religious activities, Emergency Solutions Grants may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Emergency Solutions Grants in this part. Sanctuaries, chapels, or other rooms that an Emergency Solutions Grants-funded religious congregation uses as its principal place of worship are ineligible for Emergency Solutions Grants-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition as provided in 24 CFR parts 84 and 85.
6. 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 January 15, 2016(to be submitted with the CONTRACTOR's final cost report).
7. 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, www.uscontractorregistration.com, or www.FederalContractorRegistry.com. Prior to signing this agreement, the CONTRACTOR 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 Federal Emergency Solutions Grants Program. Thus, should the availability of federal funds be reduced, the CITY and the CONTRACTOR agree that the City of Milwaukee's Economic and Community 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 Economic and Community 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 Federal Emergency Solutions Grants 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. Accordingly, the CONTRACTOR agrees that, prior to receipt by the CITY of federal funding under the Federal Emergency Solutions Grants Program for 2015 the amount available for payment for services pursuant to Article XI of this Contract shall be limited to \$ N/A, which amount is equal to 95% of the "Total Amount of Contract". In the event that additional funds become available to the CITY for the purposes of this Contract prior to the receipt of all federal funds to which the CITY is entitled under its 2015 grant agreement with HUD, the CITY may in its discretion (but is not required to) increase the amount available for payment of services over the amount specified in the preceding sentence.

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: Milwaukee, WI _____

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, 2015, 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 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 the maximum as indicated on page 1 under "Total Amount of Contract", inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the services required.
- D. Taxes, Social Security, and Government Reporting. Personal income tax payments social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.

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, subject to the termination notice and review requirements of 24 C.F.R. section 576.402
- D. Withhold further awards for the program or,
- E. Take other remedies that may be legally available.

VIII. TERMINATION OF CONTRACT FOR CAUSE. 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, subject to the review and notice requirements of 24 CFR section 576.402. 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.

- A. The CITY may, subject to the review and notice requirements of 24 CFR section 576.402, 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, 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 Resolution 74-92-5v and according to Attachment "B".

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 Form CDA-62 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 "B" attached to and made a part of this Contract or their successors and 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.
- D. If not otherwise restricted by Federal, State or local statutes, regulations or procedures, the CONTRACTOR may incur costs for the activity or activities) described in Article II, provided such costs are allowable under 24 CFR Part 576 of the HUD Regulations.
- E. It is the policy of the CITY that the CONTRACTOR shall be compensated on a reimbursable basis.
- F. The CONTRACTOR shall provide the CITY the source and amount of all non-Community Development or ESG Grant 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.
- G. 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, 2015.**
- H. 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 section XXVI of this Agreement (relating to CITY and federal procurement procedures); and,
 - 2. An executed copy of sub-contract be on file with the CITY, specifically the City Comptroller.
- I. **Final Cost Reports**
 - 1. **Final Cost and Program Activity Reports** for 2015, including documentation and data sources on outcome measurements, are due no later than **4:00 P.M. on January 15, 2016** at the CDGA office.
 - 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 5, 2016.**

XII. REVERSION OF ASSETS.

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

1. All Emergency Solutions Grants (ESG) funds not expended or incurred by the CONTRACTOR in accordance with the approved original/amended form CDA-50 and form CDA-62;
 2. All Accounts Receivable attributable to the use of ESG funds;
 3. Within five days after receiving written notice to return certain property, all equipment and supplies purchased using ESG 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 ESG funds.
- B. Any real property acquired or improved in whole or in part with ESG funds must be used as required under 24 C.F.R. Part 576.102(c) for the following time periods:
1. 10 years, in the case of assistance involving major rehabilitation or conversion, which shall be enforced by a recorded deed or use restriction with the Milwaukee County Register of Deeds;
 2. 3 years, in the case of assistance involving rehabilitation (other than major rehabilitation or conversion); or
 3. such longer period of time as determined appropriate by the CITY.

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 is 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. ASSIGNIBILITY. 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 REQUIRED FOR CDGA.

- A. The CONTRACTOR agrees to submit reports as may be required by the CITY as set forth in "Attachment C" hereto , and further at such times as may be scheduled for submittal as described in Article XI, "Method of Payment", unless otherwise agreed to in writing.

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.

- B. 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.
- C. 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.

- D. Agencies must acknowledge the receipt of ESG dollars in literature and promotional materials in the following manner: "THIS PROJECT IS FUNDED IN PART THROUGH A CITY OF MILWAUKEE EMERGENCY SOLUTIONS GRANTS FUNDS", or similar acknowledgment.
 - E. At such times and in such forms as the CITY may require, the CONTRACTOR shall furnish to the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Contract
- XVII. FEDERAL RECORDKEEPING AND REPORTING REQUIRMENTS. The CONTRACTOR shall comply with all recordkeeping and reporting requirements set forth in 24 CFR section 576.500, set forth in Attachment M hereto and incorporated herein by reference.
- XVIII. 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.
- XIX. CONFLICT OF INTEREST (pursuant to Milwaukee Code of Ordinances, 24 CFR 576.404, 24 CFR 85.36 and, 2 CFR 200.112 and Mandatory Disclosures pursuant to 2 CFR § 200.113).
- 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 Common Council of the City of Milwaukee 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 paragraphs 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 neither it, its officers or employees has any interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of CONTRACTOR's

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 its employees must be disclosed in writing 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 ESG Funds – 24 CFR § 576.404

1. The CONTRACTOR covenants and agrees that:
 - (a) It will comply with the conflict-of-interest requirements in 2 CFR § 200.112.
 - (b) It will comply with the provisions of this section and 24 CFR §576. 404.
2. Conflicts prohibited. As more specifically set forth in 24 CFR § 576.404 of Attachment M hereto, the CONTRACTOR covenants and agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the CONTRACTOR or any agency receiving ESG funds and who also exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the ESG-assisted activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds derived thereunder, either for themselves or those with whom they have family or business ties, during their tenure, or for one year thereafter.

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.

F. MANDATORY DISCLOSURES

1. Mandatory Disclosures. As required under 2 CFR §200.113 The CONTRACTOR shall disclose to HUD and the CITY, in writing, in a timely manner, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award of federal funds.
2. The CONTRACTOR shall provide written notice to the CITY of any litigation in which it is party, whether civil or criminal, within 2 business days of service upon it, or filing by it, of a summons and complaint or the issuance of any criminal charges.

XX. WORKERS' 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.

XXI. 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 him 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.

XXII. 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 D" 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.

XXIII. PROGRAM INCOME. Program income means gross income received by the CONTRACTOR directly generated from the use of ESG funds and as further detailed in applicable HUD regulations. When such income is generated by an activity that is only partially assisted with ESG funds, the income shall be prorated to reflect the percentage of ESG funds used:

- A. All program income generated from the use of ESG funds under any contract with the City of Milwaukee is the sole property of the CITY. Any reuse of ESG program income is governed by the authority granted by the Economic and Community Development Committee under its current Revolving Fund Policies (referred to in "Attachment E", attached to and made a part of this Contract). Program income is to be used as a match under 24 CFR 85.25(g) and as the nonfederal share under 24 CFR 84.24(b).

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

XXIV. EQUIPMENT. The CONTRACTOR may not assign or encumber in any way the equipment and supplies purchased using ESG funds without prior written consent of the CITY. This provision shall be binding upon respective successors or assignees.

XXV. AUDITS. If the CONTRACTOR receives \$750,000 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 2 CFR 200.501 et seq., as in effect at the close of the calendar year in which this Contract is awarded. If the CONTRACTOR receives less than \$300,000 in total Federal funds during the CONTRACTOR'S fiscal year, the CONTRACTOR is required to have an Agency-wide Certified Audit conducted in accordance with Generally Accepted Accounting Principles. 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 judgement to enable the completion of such an audit.

The auditor must follow the risk-based approach to determine which federal programs are major programs as more specifically set forth in 2 CFR §200.518.

Pursuant to 2 CFR § 200.303, the CONTRACTOR shall:

- A. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- B. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- C. Evaluate and monitor the non-Federal entity's compliance with statutes, regulations and the terms and conditions of Federal awards.
- D. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- E. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as

sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

XXVI. FEDERAL MANAGEMENT AND BUDGET REQUIREMENTS AND PROCUREMENT STANDARDS - The CONTRACTOR will comply with all applicable provisions of 2 CFR §§ 200.318 through 200.326, 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, the CONTRACTOR must adhere to the following procurement procedures:

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. The CONTRACTOR should adhere to the following criteria when selecting contractors to perform production activities:

1. Contracts may not be awarded to debarred, suspended, or otherwise ineligible contractors. The CONTRACTOR must comply with all Federal, State, and Local laws, rules and regulations, in addition to the provisions of Section II.D.7. of this Agreement. The City of Milwaukee will not pay for work performed by any firm that is de-barred 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.
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. All agencies are strongly encouraged to utilize Minority, Women-Owned, or Disadvantaged Business Enterprises.
8. CDGA seeks to 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. OFFICE OF MANAGEMENT AND BUDGET REQUIREMENTS. The CONTRACTOR will comply with all applicable provisions of 2 CFR §§ 200.318 through 200.329, as the same may be amended from time to time, 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 F hereto.

ALL PROCUREMENT TRANSACTIONS WILL BE CONDUCTED IN A MANNER PROVIDING FULL AND OPEN COMPETITION CONSISTENT WITH THE STANDARDS OF SUBPART C-.36, AND SHALL COMPLY WITH THE REQUIREMENTS OF 24 C.F.R. §85.36 (attached hereto as "Attachment F").

These standards do not relieve the CONTRACTOR of any contractual responsibilities under its contracts. The CONTRACTOR is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurement entered in support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims. Executive agencies shall not substitute their judgment for that of the CONTRACTOR unless the matter is primarily a Federal concern. Violations of law are to be referred to the local, state, or Federal authority having proper jurisdiction.

The CONTRACTOR shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to information pertinent to the following; rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.

In addition to provisions defining a sound and complete procurement contract, CONTRACTOR shall include the following contract provisions or conditions in all procurement contracts and subcontracts as required by the provision, Federal law or the grantor agency.

- a. Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- b. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contracts may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- c. All contracts awarded in excess of \$10,000 by grantees and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. All contracts and subcontracts for construction or repair shall include a provision for salaries of architects, draftsmen, technical engineers and technicians, if any, performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276e). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts, if any, covering work under this Contract to insure compliance by subcontractors with

such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

- e. When required by the Federal grant program legislation, all construction contracts in excess of \$2,000 awarded by grantees and subgrantees shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (19 CFR, Part 5). Under this act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.

In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.

- f. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that payment be made at one and one half times the basic rate of pay for all hours worked in excess of 40 hours, in the standard workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- g. The contract shall include notice of the Federal and CITY requirements and regulations pertaining to reporting and patent rights under any contract involving research, developmental experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and of Federal and CITY requirements and regulations pertaining to copyrights and rights in data.
- h. All negotiated contracts (except those awarded by small purchase procedures), awarded by CONTRACTOR shall include a provision to the effect that the CONTRACTOR, the CITY, the Federal grantor or agency, the Comptroller General of

the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

- i. CONTRACTOR shall require subcontractors to maintain all required records for three years after CONTRACTOR makes payment and all other pending matters are closed.
- j. Contracts, subcontracts, and sub-grants of amounts in excess of \$10,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act[42 USC 1857(h)], Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (4 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN-319).
- k. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (P.L. 94-163).
- l. The CITY is permitted to require changes, remedies, changed conditions, access and record retention and suspension of working clauses approved by the Offices of Federal Procurement Policy.

CONTRACTOR shall maintain a contract administration system ensuring that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchases.

B. Bonding and Insurance under 2 CFR § 200.325

- 1. If the CITY requires contracting for construction or facility improvement, the CITY shall follow its own requirements relating to bid guarantees, performance bonds and payments bonds except for contracts exceeding the Simplified Acquisition Threshold under 2 CFR § 200.88, for which 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 his 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.
- C. CONTRACTOR shall comply with all applicable provisions of of 2 CFR § 200.302(b), as amended, concerning the requirements for the **Financial Management System** of a non-Federal entity.
- D. CONTRACTOR shall comply with all applicable provisions of the Property Management Standards under 2 CFR §§ 200.310 through 200.316, as amended..
- E. CONTRACTOR shall comply with all applicable provisions of the Cost Principles Principles under 2 CFR §§ 200.400 through 200.475,
- F. Procurement of recovered materials. Pursuant to 2 CFR § 200.322, CONTRACTOR shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

XXVII. SHELTER AND HOUSING STANDARDS. The CONTRACTOR shall comply with each of the shelter and housing standards of 24 CFR § 576.403 as set forth in Attachment M hereto.

XXVIII. RECORDKEEPING AND REPORTING REQUIREMENTS. The CONTRACTOR shall comply with the recordkeeping and reporting requirements of 24 CFR § 576.500 as set forth in Attachment M hereto.

XXIX. OTHER FEDERAL REQUIREMENTS. The CONTRACTOR will comply all of the following federal requirements (as more specifically set forth in 24 CFR 576.407 of Attachment M hereto):

(a) General. The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) Affirmative outreach. The CONTRACTOR must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the

CONTRACTOR intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the CONTRACTOR must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The CONTRACTOR must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, the CONTRACTOR is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) Uniform Administrative Requirements. The requirements of 24 CFR part 85 apply to CONTRACTORS that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to CONTRACTORS that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

(d) Environmental review responsibilities. (1) Activities under this part are subject to environmental review by HUD under 24 CFR part 50. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 50. The CONTRACTOR also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS). (2) The CONTRACTOR may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the property.

(e) Davis-Bacon Act. The provisions of the Davis-Bacon Act ([40 U.S.C. 276a](#) to 276a-5) do not apply to the ESG program.

(f) Procurement of Recovered Materials. The CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. Displacement, Relocation and acquisition. The CONTRACTOR shall comply with all requirements of 24 CFR section 576.408 with respect to displacement and relocation of persons as a result of a project assisted with ESG funds.

H. LGBT Nondiscrimination. 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 ESG 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.

XXX. FAIR HOUSING. The CONTRACTOR will comply with all requirements of 24 CFR Part 100 and any other applicable federal regulations related to fair housing, and the CITY's ordinance, Common Council file 892540, adopted October 16, 1990, with regard to all Fair Housing issues.

XXXI. COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE GOVERNMENT. 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, including the regulations set forth at 24 CFR Part 576, 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 (U.S. Code Title 5 §§1501 - 1508), and any other requirements imposed by the Secretary of HUD or his 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.

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

By: _____
(City Comptroller)

Date: _____

Examined and approved as to form
and execution this _____ day of
_____, 20_____.

Assistant City Attorney

CERTIFICATE REGARDING CORPORATE AUTHORITY

The undersigned hereby certify, represent and warrant that they are the duly elected officers 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 _____ 20_____, 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 _____, 20____.

(NAME OF CORPORATION)

By: _____

Title: _____

By: _____

Title: _____

(CORPORATE SEAL)

LIST OF ATTACHMENTS

Attachment A: Scope of Services

Attachment B: Administrative Policies and Procedures for the City of Milwaukee's Community Development Grants Program

Attachment C: Required Reports

Attachment D: Insurance Requirements

Attachment E: Revolving Fund Policy

Attachment F: Federal Management and Budget Requirements and Procurement Standards

Attachment L: Performance – Based Measurement System

Attachment M: 24 CFR Part 576 (Federal Regulations for Emergency Solutions Grants Program)

ATTACHMENT A

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 Common Council Files, 140944, 140945, 140946, 140947, 140948, 140285, and 141390; which are 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 project: