

ORIGINAL

Contract No. 02-142 (HA)

**"COOPERATION AGREEMENT"
CONTRACT FOR RECEIPT AND FURNISHING
OF SERVICES, MATERIALS AND EQUIPMENT
BETWEEN
THE CITY OF MILWAUKEE THROUGH ITS VARIOUS DEPARTMENTS
AND THE HOUSING AUTHORITY OF THE CITY OF MILWAUKEE**

PART I

THIS AGREEMENT, entered into this 30th day of March, 200~~4~~² effective January 1, 2000, by and between the city of Milwaukee, a municipal body, created and existing under the laws of the state of Wisconsin (hereinafter referred to as the "CITY") and the Housing Authority of the City of Milwaukee, a public body, corporate and politic, created and existing under the laws of the state of Wisconsin (hereinafter referred to as the "AUTHORITY");

WITNESSETH THAT:

WHEREAS, historically, the CITY has entered into annual Cooperation Agreements with the AUTHORITY for the furnishing of services, materials and equipment from the various CITY departments, including the Department of City Development ("DCD"), Department of Employee Relations ("DER"), Department of Administration ("DOA"), Department of Public Works ("DPW"), and the City Attorney's Office to the AUTHORITY; and

WHEREAS, the AUTHORITY has increasingly been able to offer to the CITY its services and expertise in areas including, but not limited to, construction management, public safety and computer programming; and

WHEREAS, both the CITY and the AUTHORITY are desirous of continuing their mutually beneficial relationship without the necessity of drafting, updating and executing new agreements each year; and

WHEREAS, it is in the interest of the AUTHORITY and the CITY to develop and maintain cooperative relationships with other public bodies, such as the Milwaukee Public Schools ("MPS"), the Redevelopment Authority of the City of Milwaukee ("RACM") and with neighborhood improvement organizations, which provide services, education, programming and other opportunities to its residents; and

WHEREAS, consistent with its statutory authority, the AUTHORITY is also desirous of exercising the powers of a redevelopment authority with respect to the creation of commercial or mixed-use properties to further its mission to develop affordable housing by providing complementary services, employment, facilities and additional funds to meet the needs of its residents; and

WHEREAS, the AUTHORITY desires to continue the mutually beneficial exchange of services, materials and equipment between the CITY and the AUTHORITY and accordingly adopted Resolution No. 11681 on June 19, 2002, authorizing and directing the proper officers of the AUTHORITY to enter into and execute the subject Agreement; and

WHEREAS, the Common Council of the CITY in concurrence therewith adopted Resolution No. 020821 on October 15, 2002, which authorizes the proper CITY officers to enter into and execute the subject Agreement;

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

ARTICLE I SCOPE OF SERVICES

- 1.1 The CITY shall furnish to the AUTHORITY, upon request:
 - 1.1.1 Professional, technical and administrative personnel, skilled and unskilled labor, material and equipment, to the extent of the amount budgeted, to fulfill its purpose of incorporation; applicable Wisconsin statutory requirements, as amended; local, state and federal laws and regulations, and for such other purposes as may be related to such obligations and duties of the AUTHORITY.
 - 1.1.2 Space required for the AUTHORITY to carry out its functions and to DCD in providing services to the AUTHORITY. Also, materials, supplies and equipment necessary for the AUTHORITY to perform its functions. However, the AUTHORITY may undertake the responsibility of obtaining its own materials, supplies and equipment when it so determines. Title shall remain in the AUTHORITY for all equipment purchased with its own funds.
 - 1.1.3 Consent for the AUTHORITY to access and utilize the City's Financial Management Information System software to effectuate proper accounting for the provision and receipt of services detailed herein.
 - 1.1.4 Such other CITY personnel, services and activities as are necessary to accomplish the purposes of this Agreement.
- 1.2 This Agreement shall not cover any services that are now provided to the AUTHORITY under separate agreement with the CITY. The AUTHORITY reserves the right to determine its specific personnel needs to carry out its programs, and to hire directly as employees of the AUTHORITY, any personnel the AUTHORITY deems necessary to provide additional staff assistance to the Secretary and Executive Director.
- 1.3 This Agreement authorizes the AUTHORITY to make purchases of equipment, services and materials as it may need in cooperation with the CITY Purchasing Division and/or the DPW Contracting Division when such opportunities shall from time to time be available and when the AUTHORITY determines that such cooperative purchases or contracting are in its best interests.
- 1.4 The AUTHORITY agrees, within the limits of its budgets for the operation and modernization of its housing developments and where not inconsistent with or in violation of established and applicable regulations, procedures and policies of the U.S. Department of Housing and Urban Development and federal and state law, to address, undertake and pursue the following initiatives, efforts and policy goals as part of its administration and management of its housing developments:

- 1.4.1 To provide adequate and appropriate staffing and operational support to the resident councils.
 - 1.4.2 To provide residents of all AUTHORITY-owned properties with timely and complete explanations of the procedures by which the maintenance and modernization needs of AUTHORITY developments are assessed and budget requests in response to these needs are developed and submitted for approval. The purpose of this provision is to encourage and make possible maximum resident access to and participation in this process.
 - 1.4.3 To pursue opportunities which promote self-sufficiency initiatives, including employment, training and homeownership for residents of AUTHORITY developments.
 - 1.4.4 If any portion of this subsection (1.4) is determined to be inconsistent with or in violation of any applicable rule, regulation, policy or procedure of the U.S. Department of Housing and Urban Development, or any federal statute or state law, the section or portion thereof shall be thereby declared null, void and without force or effect. All other articles and sections of this Agreement shall be unaffected by such declaration.
- 1.5 The AUTHORITY has the discretion to enter into cooperation agreements with the Redevelopment Authority of the City of Milwaukee, the Neighborhood Improvement Development Corporation, the Milwaukee Economic Development Corporation or the Milwaukee Public Schools in order to carry out its administrative responsibility under this Agreement with the CITY.
 - 1.6 The AUTHORITY shall be reimbursed in full for all services provided to, and as requested by, CITY departments in the carrying out of CITY activities.

ARTICLE II TIME OF PERFORMANCE

- 2.1 This Agreement shall commence January 1, 2000, and shall be terminable by either party upon 30 days written notice.

ARTICLE III COMPENSATION

- 3.1 This is a cost reimbursement Agreement and both the parties in consideration of performing the services and providing the space, material, supplies and equipment to carry out the activities and operations described in this Agreement, shall be compensated in accordance with the following criteria:
 - 3.1.1 Reimbursement for the actual cost of materials and supplies furnished by one party for use in programs and projects of the other party.
 - 3.1.2 Reimbursement for the actual cost of wages paid by a party, for actual time worked by its personnel, in providing the services and fulfilling its obligations to the other party in accordance with the Terms and Conditions, Part II below.

- 3.1.3 Reimbursement for the actual cost of overtime premium paid by the party for actual overtime hours worked by its personnel in providing the services and fulfilling its obligations to the other party in accordance with the Terms and Conditions.
- 3.1.4 Reimbursement for the operating expenses paid by a party for equipment furnished relative to the performance of services to the other party in accordance with the Terms and Conditions.
- 3.1.5 Reimbursement for the indirect costs relating to the performance of the services rendered under this Agreement. The reimbursement due shall be computed by applying the percent of indirect costs for the CITY departments, as computed by the City Comptroller, and approved by the AUTHORITY, to the reimbursement for wages as described in paragraph 3.1.2 above. The percentage factor shall be computed in the same manner and include the same indirect cost factors, excluding overtime premium, used by the City Comptroller to compute indirect cost rates for other CITY departments and bureaus for use in determining indirect costs applicable to programs administered by the U.S. Department of Housing and Urban Development. This reimbursement shall compensate the party for all indirect costs, including administrative costs, depreciation and insurance on equipment, fringe benefits, paid leave time and other indirect costs, which shall not be excluded because of lack of enumeration herein.
- 3.1.6 Reimbursement for litigation expenses incurred by the City Attorney's Office on behalf of the AUTHORITY.
- 3.2 The CITY shall pay or cause to be paid to all persons performing professional, technical, administrative, skilled and unskilled services under this Agreement for and on behalf of the AUTHORITY, salaries or wages not less than those prevailing in the locality as determined by the CITY Civil Service Commission and the Common Council of the CITY, and which are not less than those approved by the U.S. Department of Housing and Urban Development.

ARTICLE IV METHOD OF PAYMENT

- 4.1 The CITY shall provide for an allocation of salaries, wages and other costs to programs and projects carried out by the AUTHORITY when applicable. Requisitions shall be issued providing for a breakdown of expenses according to the programs and projects of the AUTHORITY, whenever applicable, and the form of such requisitions may be subject to approval by the U.S. Department of Housing and Urban Development. Such requisitions shall be issued on a Bi-weekly basis. The allocation of salaries, wages and costs also may be subject to the review and approval of the U.S. Department of Housing and Urban Development. The CITY shall submit such other information concerning the requests for reimbursement as the AUTHORITY or the U.S. Department of Housing and Urban Development deems necessary.

ARTICLE V INDEMNIFICATION

5.1 The AUTHORITY Indemnifying the CITY.

In case any action in court is brought against the CITY or any of its officers, agents or employees for the failure, omission or neglect of the AUTHORITY to perform any of the covenants, acts, matters or things by this Agreement undertaken; or for injury or damage caused by the alleged negligence of the AUTHORITY, its officers, agents or employees, the AUTHORITY shall indemnify and save harmless the CITY and its offices, agents and employees from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

5.2 The CITY Indemnifying the AUTHORITY.

In case any action in court is brought against the AUTHORITY or any of its officers, agents or employees for the failure, omission or neglect of the CITY to perform any of the covenants, acts, matters or things by this Agreement undertaken; or for injury or damage caused by the alleged negligence of the CITY, its officers, agents or employees, the CITY shall indemnify and save harmless the AUTHORITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

5.3 The AUTHORITY shall tender the defense of any claim or action at law or in equity, as to which the CITY would be obligated to indemnify the AUTHORITY under paragraph 5.2 above, to the CITY or the AUTHORITY's insurer and, upon such tender, it shall be the duty of the CITY and/or the AUTHORITY's insurer to defend such claim or action without cost or expense to the AUTHORITY.

ARTICLE VI INSURANCE

6.1 The AUTHORITY shall be solely responsible to meet the AUTHORITY's insurance needs during the term of this Agreement. A copy of any insurance policy shall be provided to the CITY as evidence thereof, shall name the CITY as an additional insured and shall be kept in full force and effect for the duration of this Agreement. The adequacy of said insurance including the form and proof shall be determined by the City Attorney. Neither this provision nor any damages recoverable hereunder shall be construed to or limit the liability of the AUTHORITY under this Agreement.

ARTICLE VII CONTRACT COMPOSITION

7.1 This Agreement consists of this Part I, and is subject to and incorporates the provisions attached hereto as Part II, titled "Terms and Conditions," which the CITY and the AUTHORITY do hereby mutually agree to fully abide by in their entirety.

7.2 It is agreed by the parties hereto that wherever and whenever in Part II, entitled "Terms and Conditions," reference is made to "Contractor" it shall be synonymous with and mean the "CITY." It is also agreed by the parties hereto that wherever and whenever in

Part II, entitled "Terms and Conditions," reference is made to "AGENCY" it shall be synonymous with and mean the "AUTHORITY."

7.3 It is agreed by the parties hereto that any and all amendments made to the rules and regulations in Part II shall be deemed incorporated into Part II.

7.4 It is further agreed there shall be no change, amendment or addendum to this agreement, made or incorporated hereto, without the review and approval of the City and the AUTHORITY's Board of Commissioners.

IN WITNESS WHEREOF, the CITY and the AUTHORITY have caused this Agreement to be executed in their respective names and have caused their respective seals to be hereunto affixed as of the date set forth above.

Attest:

By: Ruth E. Wyttenbach

By: Katherine H. Mollica

CITY OF MILWAUKEE

By: John O. Norquist
JOHN O. NORQUIST, Mayor

By: Ronald D. Leonhardt
RONALD D. LEONHARDT, City Clerk

COUNTERSIGNED:

By: W. Martin Morics
W. MARTIN MORICS, City Comptroller

**HOUSING AUTHORITY OF THE
CITY OF MILWAUKEE**

809 North Broadway
Milwaukee, Wisconsin 53202

By: Willie L. Hines, Jr.
WILLIE L. HINES, Jr.
Chair

By: Antonio M. Perez
ANTONIO M. PEREZ
Secretary-Executive Director

Attest:

By: [Signature]

By: [Signature]

CITY ATTORNEY'S OFFICE

Approved as to Form and Content

Dated: March 29, 2004

By: [Signature]
Assistant City Attorney

1031-2001-449
48962

CITY ATTORNEY'S OFFICE

Approved as to Form and Execution

Dated: March 30, 2004

By: [Signature]
Assistant City Attorney

**PART II
TERMS AND CONDITIONS**

**ARTICLE I
DEFINITIONS**

As used in this Part of the Contract:

- A. AGENCY means the Housing Authority of the City of Milwaukee.
- B. CONTRACTOR means an entity, whether public or private that furnishes to AGENCY services or supplies identified in Part I of this Contract.
- C. HUD means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on the Secretary's behalf.

**ARTICLE II
REGULATIONS**

CONTRACTOR agrees to comply with all of the applicable requirements of the Housing and Community Development Act of 1974, the Quality Housing and Work Responsibility Act of 1998, and/or the Urban Revitalization Demonstration Program, Hope VI (Federal Regulations) and all other applicable federal, state and local laws related thereto and as they may be amended from time to time.

**ARTICLE III
TERMINATION**

- A. Termination of Contract for Cause.

If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner CONTRACTOR's obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, the AGENCY shall thereupon have the right to terminate this Contract by giving written notice at least five (5) days before the effective date of such termination to the CONTRACTOR of such termination and specifying the effective date thereof.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any breach of the Contract by the CONTRACTOR, and the AGENCY may withhold payments to the CONTRACTOR for the purpose of setoff until such times as the exact amount of damages due the AGENCY from the CONTRACTOR is determined.

- B. Termination for Convenience. Either party may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing to the other party. If either party terminates the Contract as provided herein, the other party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services covered by this Contract, less

payments for such services as were previously made. If this Contract is terminated due to a default by the CONTRACTOR or the AGENCY, paragraph A above, relative to termination, shall apply.

ARTICLE IV CHANGES

The AGENCY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the AGENCY and the CONTRACTOR, shall be incorporated in written amendments to the Contract.

ARTICLE V PERSONNEL

- A. The CONTRACTOR represents that the CONTRACTOR has, or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the AGENCY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under CONTRACTOR's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

ARTICLE VI SUBCONTRACTING

- A. None of the work or services covered by this Contract may be subcontracted without the prior written approval of the AGENCY; provided, however, that any work or services subcontracted hereunder 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 AGENCY for the acts and omissions of CONTRACTOR's subcontractors and of persons either directly or indirectly employed by them as CONTRACTOR is for the acts and omissions of persons directly employed by CONTRACTOR. The CONTRACTOR shall insert in each subcontract appropriate provisions from each article herein that states that insertion is required.
- B. The CONTRACTOR will be responsible for ensuring that subcontractors are aware of the requirements imposed upon them by federal statutes and regulations and any special grant agreements and for ensuring that subgrants include any clauses required by federal statutes and executive orders and their implementing regulations. The CONTRACTOR will monitor such compliance by all subcontractors. The CONTRACTOR will submit to the AGENCY for HUD approval a copy of any subcontract executed between the CONTRACTOR and any subcontractor intended to receive HUD funding.
- C. State or local government subcontractors are subject to and required to comply with the uniform administrative requirements contained in HUD regulations at 24 CFR part 85

(Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments) and the cost principles of OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments).

- D. Non-profit subcontractors are subject to and required to comply with the provisions and standards set forth in the regulations at 24 CFR part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations) and OMB Circular A-122 (Cost Principles for Non-Profit Organizations).
- E. For-profit subcontractors are required to comply with the uniform administrative requirements contained in HUD regulations at 24 CFR part 84 and the contract cost principles and procedures set forth in 48 CFR part 31.
- F. For all contracts funded by HUD, the AGENCY will cause all contractors and subcontractors to execute an original document in the form of Exhibit A to this Agreement ("Subgrantee/Contractor/Subcontractor Certifications and Assurances") at the time the AGENCY executes any contract with any subgrantee or contractor, and at the time any contractor executes any contract with any subcontractor, to provide goods or services under this Agreement. The AGENCY will retain the executed original certification together with the executed contract documents.

ARTICLE VII ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the AGENCY thereto: provided, however, that claims for money due or to become due the CONTRACTOR from the AGENCY 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 AGENCY.

ARTICLE VIII RECORDS

A. Establishment and Maintenance of Records.

Records shall be maintained in accordance with requirements prescribed by HUD or the AGENCY with respect to all matters covered by this Contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Contract.

B. Documentation of Costs.

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, 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.

ARTICLE IX REPORT AND INFORMATION

At such times and in such forms as HUD or the AGENCY may require, there shall be furnished to HUD or the AGENCY such statements, records, reports, data and information as HUD or the AGENCY may request pertaining to matters covered by this Contract.

ARTICLE X AUDITS AND INSPECTIONS

All contracts must include a provision stating that all contractors and any subcontractors shall make available for examination to the AGENCY, HUD and/or the Comptroller General of the United States, at any time during normal business hours and as often as they may deem necessary, all its records with respect to all matters covered by this Contract and will permit the AGENCY, HUD 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. Nonprofit subgrantees/contractors are required to comply with the standards set forth in OMB Circular A-110 ("Uniform Administrative Requirements for Federal Grants to Nonprofit Organizations"), as may be modified by specific provisions of this contract, OMB Circular A-122 on cost principles for nonprofit organizations; and the audit requirement of OMB Circular A-133.

ARTICLE XI HUD REQUIREMENTS

Unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by funders at any time; or if the grant to the AGENCY is suspended or terminated.

ARTICLE XII FINDINGS CONFIDENTIAL

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 agency of the United States government, without the prior written approval of the AGENCY.

ARTICLE XIII IDENTIFICATION OF DOCUMENTS

All reports, maps and other documents completed as a part of this Contract, other than documents exclusively for internal use within the AGENCY, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): name of AGENCY, month and year of the preparation, name of the CONTRACTOR, and, if applicable, the following notation covering federal assistance:

The preparation of this report, map, document, etc., was financed in part through a grant from the U.S. Department of Housing and Urban Development.

ARTICLE XIV COMPLIANCE WITH LOCAL LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local governments, and the CONTRACTOR shall save the AGENCY harmless with respect to any damages of any sort arising out of the performance of any of the work embraced by this Contract.

ARTICLE XV CONFLICT OF INTEREST

- A. Interest of Members of AGENCY. No officer, employee or agent of the AGENCY who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract during his or her tenure or for one year thereafter.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality in which the project area is situated, and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
- C. Interest of CONTRACTOR and Employees. The CONTRACTOR covenants that no person who presently exercises any functions or responsibilities in connection with the Contract has any personal financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the subject-concerned project area or any parcels therein, 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. The CONTRACTOR must disclose its conflicting interest or an employee's conflicting interest to the AGENCY in writing. Provided, however, that this paragraph shall not be interpreted in such a manner so as to unreasonably impede upon the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.
- D. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Contract or any benefit to arise therefrom in violation of federal regulations.

ARTICLE XVI DISCRIMINATION PROHIBITED

- A. In all hiring or employment made possible by or resulting from this Contract the CONTRACTOR (1) shall not discriminate against any employee or applicant for

employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation or familial status, and (2) shall take affirmative action to ensure that it employs applicants and treats employees without regard to their sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation or familial status.

This article shall apply, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR shall post in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved in setting forth the provisions of this article. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation or familial status.

- B. The CONTRACTOR shall not exclude from participation in, deny the benefits of or discriminate against any person in the United States on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation or familial status in connection with any program or activity made possible by or resulting from this Contract.
- C. The CONTRACTOR agrees to comply with the prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and regulations issued pursuant thereto (24 CFR part 8); the Americans with Disabilities Act (42 USC 12101 et seq.) and its implementing regulation (28 CFR part 36); the Architectural Barriers Act of 1968, as amended (42 USC 4151) and regulations issued pursuant thereto (24 CFR part 40); and with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- D. The CONTRACTOR will insert the provisions of sections A, B, and C of this article in all subcontracts or purchase orders, if any, for any work covered by this Contract, unless otherwise exempted, so that such provisions shall be binding upon each subcontractor or vendor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- E. The CONTRACTOR shall not discharge or in any way discriminate against any person employed in the services covered by this Contract because that person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable to the person's employer. The CONTRACTOR will take any action with respect to any subcontractor or vendor as the Director of the Office of Federal Contract Compliance Programs may direct to enforce these provisions, including action for non-compliance, in accordance with the rules, regulations and relevant orders of the Secretary of Labor.
- F. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the CONTRACTOR is bound by the terms of this article.

ARTICLE XVII COPYRIGHTS

If this Contract results in book or other copyrightable materials, the author is free to copyright the work, but the AGENCY and any funding source reserve a royalty-free, non-exclusive 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.

ARTICLE XVIII 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 AGENCY and any funding source for determination 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.

ARTICLE XIX POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office.

ARTICLE XX LOBBYING PROHIBITED

None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

ARTICLE XXI ANTI-KICKBACK RULES

Salaries of architects, draftsmen, technical engineers and technicians 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 USC, section 874; and title 40 USC, section 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts 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.

**ARTICLE XXII
WITHHOLDING OF SALARIES**

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

**ARTICLE XXIII
CLAIMS AND DISPUTES PERTAINING TO SALARY RATES**

Claims and disputes pertaining to salary rates or to classifications of contracted personnel performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the AGENCY for the latter's decision which shall be final with respect thereto.

**ARTICLE XXIV
LEAD-BASED PAINT REGULATIONS**

The construction or rehabilitation of residential structures with assistance provided by HUD under this Agreement is subject to the HUD lead-based paint regulations, 24 CFR 35, as amended at 24 CFR 35.61(C), January 27, 1977.

**ARTICLE XXV
"SECTION 3" OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
(12 USC 1701(u))**

- A. If the work to be performed under this CONTRACT is funded by HUD, the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this CONTRACT agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this CONTRACT, the parties to this CONTRACT certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preferences, shall set forth minimum number and job titles subject

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

- D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this CONTRACT for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this CONTRACT. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this CONTRACT that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

ARTICLE XXVI EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity," and Executive Orders 11625, 12432, and 12138, as amended, and with the rules, regulations and relevant orders of the Secretary of the U.S. Department of Labor ("Labor").
- B. The CONTRACTOR shall furnish all information and reports required by Executive Order 11246, or as amended, Section 503 of the Rehabilitation Act of 1973 as amended and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto. The CONTRACTOR shall permit access to its CONTRACTOR's books, records and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- C. The CONTRACTOR will send to each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the CONTRACTOR's noncompliance with this article or with any rules, regulations or orders of the Secretary of Labor, this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts under procedures authorized in Executive Order 11246 as amended. In addition, sanctions may be imposed and remedies invoked against the CONTRACTOR as provided in Executive Order 11246, as amended, or by the rules, regulations and orders of the Secretary of Labor or as otherwise provided by law.
- E. The CONTRACTOR shall include the terms and conditions of this article in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The CONTRACTOR shall take such action with respect to any subcontractor or vendor as the Secretary of HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into the litigation to protect the interest of the United States.
- F. Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the *Indian Preference* clause of this contract.

ARTICLE XXVII

COMPLIANCE WITH AIR AND WATER ACTS

With respect to non-exempt transactions to carry out the purposes of the Quality Housing and Work Responsibility Act, the CONTRACTOR shall be required to provide:

- A. 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").
- B. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8), and Section 308 of the Federal Water Pollution Control, as amended (33 USC 1318), relating to inspection, monitoring, entry, reports and information; as well as all other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition of 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.
- D. Agreement by the CONTRACTOR that the CONTRACTOR will include or cause to be included the criteria and requirements in paragraphs A through C 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.

**ARTICLE XXVIII
FEDERAL MANAGEMENT CIRCULAR 74-7, AS AMENDED JUNE 20, 1975**

- A. Appendix B – Bonding and Insurance. (Federal Register Reference s570.508.)

A state or local unit of government which requires contracting for construction or facility improvement shall adhere to applicable regulations relating to bid guarantees, performance bonds and payment bonds. For contracts exceeding \$100,000, the minimum bonding and insurance requirements shall be as follows:

- (1) A bid guarantee from each bidder equivalent to five percent (5%) 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.
- (2) A performance bond on the part of the contractor for 100 percent (100%) 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.
- (3) A payment bond on the part of the contractor for 100 percent (100%) 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.

**ARTICLE XXIX
WORKERS COMPENSATION INSURANCE**

The CONTRACTOR, and all subcontractors, if any, shall provide to the AGENCY an affidavit or other satisfactory proof which the AGENCY 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.

ARTICLE XXX
COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE GOVERNMENT

In addition to the requirements set forth herein, the CONTRACTOR and/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, and any other applicable requirements imposed by the Secretary of HUD or his representative. Contractor and subcontractors shall be required to furnish performance bonds, non-collusive 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.

ARTICLE XXXI
IMMIGRATION REFORM AND CONTROL ACT OF 1986
EMPLOYMENT OF ALIENS

The CONTRACTOR agrees to abide by the requirements of the Immigration Reform and Control Act of 1986, 8 USC 1324A, and certifies that the identity and work authorization of all CONTRACTOR's employees hired after November 6, 1986 has been verified and that the Contractor has not knowingly hired any aliens since such date that are not authorized to work in the United States.

ARTICLE XXXII
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(40 USC 327-333)

For all contracts in excess of \$2,000 that involve the employment of mechanics or laborers, compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-333), as amended, and as supplemented by 29 CFR part 5, is required. A provision so stating shall be included in all such contracts.

ARTICLE XXXIII
ENERGY EFFICIENCY

The CONTRACTOR shall comply with all standards and policies relating to energy efficiency, which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163) for the state in which the work under the contract is performed.

ARTICLE XXXIV
DRUG-FREE WORKPLACE REQUIREMENTS

The CONTRACTOR shall certify, as a prior condition of being awarded a contract, that it will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 USC § 701) and the regulations issued pursuant to it at 24 CFR part 24, subpart F, or as amended.

"COOPERATION AGREEMENT"
HACM/RACM

EXHIBIT A

**Subgrantee/Contractor/Subcontractor
Certifications and Assurances**

HOPE VI REVITALIZATION GRANTS

Each HOPE VI Revitalization Grantee must require all contractors and subcontractors to execute an original "Subgrantee/Contractor/Subcontractor Certifications and Assurances" form at the time the Grantee executes any contract with any subgrantee or contractor, and at the time any contractor executes any contract with any subcontractor, to provide goods or services under its Grant Agreement. The Grantee will retain the executed original certification together with the executed contract documents. A copy of the Certification form, which must be copied and used for each subgrantee, contractor, and subcontractor, follows.

SUBGRANTEE/CONTRACTOR/SUBCONTRACTOR CERTIFICATIONS AND ASSURANCES

HOPE VI REVITALIZATION GRANTS

The following certifications must be made by subgrantees, contractors, and subcontractors of HOPE VI Revitalization Grantees.

The subgrantee, contractor, or subcontractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time:

1. the Fair Housing Act (42 U.S.C. 3601-19) and regulations pursuant thereto (24 CFR part 100); Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR part 107); and the fair housing poster regulations (24 CFR part 110);
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations pursuant thereto (24 CFR part 1) relating to non-discrimination in housing;
3. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR part 146);
4. The prohibitions against discrimination on the basis of disability (including requirements that the Grantee make reasonable modifications and accommodations and make units accessible) under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR part 8); the Americans with Disabilities Act (42 U.S.C. 12101 et seq. and its implementing regulation at 28 CFR part 36; and the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and regulations issued pursuant thereto (24 CFR part 40);
5. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects) and its implementing regulation at 24 CFR part 135;
6. Executive Orders 11246, 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Grantee must make efforts to encourage the use of minority and, women's business enterprises in connection with funded activities;
7. Subgrantees only must provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701), and HUD's implementing regulations at 24 CFR part 24, subpart F. Each subgrantee must complete a Certification for a Drug-Free Workplace (Form HUD-50070) in accordance with 24 CFR 24.630.

8. The following labor standards: Davis-Bacon or HUD-determined wage rates apply to development or operation of revitalized housing to the extent required under Section 12 of the U.S. Housing Act of 1937. In the case of demolition, Davis-Bacon wage rates apply to demolition followed by construction on the site; HUD-determined wage rates apply to demolition followed only by filling in the site and establishing a lawn. Under Section 12, the wage rate requirements do not apply to individuals who: perform services for which they volunteered; do not receive compensation for those services or are paid expenses, reasonable benefits, or a nominal fee for the services; and are not otherwise employed in the work involved (24 CFR part 70). In addition, if other Federal programs are used in connection with your HOPE VI Program, labor standards requirements apply to the extent required by the other Federal programs, on portions of the project that are not subject to Davis-Bacon rates under the Act.

9. The requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and implementing regulations at 24 CFR parts 35 and 965 (subpart H) and section 968.100(k), as amended. Unless otherwise provided, it will be responsible for testing and abatement activities, if applicable.

10. a. Nonprofit contractors or subcontractors will comply with the requirements, policies and standards of:

i. 24 CFR part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations);

ii. A-122 (Cost Principles for Non-Profit Organizations); and

iii. the audit requirements of 24 CFR 84.26.

b. For-profit contractors or subcontractors will comply with the requirements, policies and standards of:

i. 24 CFR part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations); and

ii. the contract cost principles and procedures set forth in 48 CFR part 31.

iii. the audit requirements of 24 CFR 84.26.

c. Contractors or subcontractors that are States, local governments, and Federally Recognized Indian Tribal Governments will comply with the requirements, policies, and standards of:

i. 24 CFR part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments),

ii. the cost principles of OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and

iii. the audit requirements of 24 CFR 85.26.

11. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and government-wide implementing regulations at 49 CFR part 24.

12. Section 319 of Public Law 101-121, which prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government, and implemented for HUD at 24 CFR part 87, as the same may be amended from time to time. The contractor/subcontractor will disclose promptly any commitment or expenditure of non-appropriated funds for lobbying activities if those activities would be prohibited if paid with appropriated funds.

13. The following contract provisions must be placed in all contracts of the Grantee pursuant to 24 CFR 85.36 (i). Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(a) 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. (Contracts more than the simplified acquisition threshold)

(b) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(c) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by Grantees and their contractors)

(d) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts for construction or repair)

(e) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by Grantees when required by Federal grant program legislation)

(f) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by Grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(g) Notice of awarding agency requirements and regulations pertaining to reporting.

(h) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(i) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(j) Access by the Grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives 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.

(k) Retention of all required records for three years after Grantees make final payments and all other pending matters are closed.

(l) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts and subcontracts of amounts in excess of \$100,000).

(m) 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 (Pub. L. 94-163, 89 Stat. 871).

The information contained in this certification is true and accurate, to the best of my knowledge.

Signature of Authorized Certifying Official

Title

Organization

Date

WARNING

Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.