
CITY OF MILWAUKEE

AND

CONTRACT NUMBER

CFDA NUMBER 14.241

AGREEMENT

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) GRANT PROJECT

2017 PROGRAM YEAR

GRANT AGREEMENT - HOPWA PROJECT

THIS AGREEMENT is made and entered into by and between _____, a Wisconsin nonprofit corporation (hereinafter referred to as the "Project Sponsor") and 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 "City").

WITNESSETH:

WHEREAS, the CITY was has applied to the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") for a grant of funds under the Housing Opportunities for Persons with AIDS ("HOPWA") Formula Grant; and

WHEREAS, the City and HUD will enter into a Grant Agreement with respect to the HOPWA Grant Program for the 2017 Program Year; and

WHEREAS, the Common Council of the City has authorized the execution of this Agreement in Resolutions 160773 adopted on November 1, 2016 and No 160392, copies of which are attached hereto as Exhibit B; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide for the implementation of the Grant and the disbursement of funds for operation of the 2017 HOPWA Grant Program (hereinafter referred to as the "Project");

NOW, THEREFORE, In consideration of the mutual covenants and undertakings set forth herein, Project Sponsor and the City agree as follows:

ARTICLE I

PROJECT SPONSOR'S ACTIVITIES

In conjunction with the implementation and administration of the Grant, Project Sponsor agrees to undertake the following activities:

Section 1.1. General Description of Services.

SERVICE DESCRIPTION (General): _____

TIME OF PERFORMANCE: January 1, 2017 through December 31, 2017.

TOTAL AMOUNT OF CONTRACT: Not to exceed

_____ Dollars (\$_____), and subject to the terms, conditions and limitations on funding amounts for specific activities set forth in Exhibit A hereto.

AVAILABILITY OF FUNDS: This contract award is 100% funded under the federal HOPWA Grant Program award to the City. Thus, should the availability of such federal funds be reduced, the City and the Project Sponsor agree that the City of Milwaukee's Community Development Committee can modify and reduce either the Project Sponsor's compensation (as listed on page 1 as the "Total Amount of Contract") or the Project Sponsor's program year or both. (The Community Development Committee will notify the Project Sponsor of such reduction). In the event of such modification or reduction, the City and the Project Sponsor shall enter into a contract amendment reflecting such modification or reduction.

Section 1.2. Project Activities. To operate and conduct Project activities in accordance with the Project Description and Project Budget attached hereto as Exhibit A.

Section 1.3. Use of Grant Funds. To utilize Grant funds only for the activities described in the Application and as provided in section 1.1, 1.2 and Exhibit A hereto.

Section 1.4. Compliance with Law and Regulations. To comply with all of the HUD requirements and the Federal laws and regulations, as such requirements, laws and regulations may be amended from time to time, referenced in the Grant Agreement and to provide evidence of such compliance to the City and/or HUD upon request. The HUD requirements and Federal laws and regulations with which Project Sponsor agrees to comply include, without limitation, those provisions set forth in Exhibit C hereto and all applicable requirements related to lead-based paint as set forth in 24 CFR Part 35. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, H, J, K, M, and R apply to activities under this program.

Section 1.5. Procurement. The Project Sponsor shall procure all materials, property or services in accordance with the City Procurement Policy Procedures and federal procurement requirements set forth below:

A. **Debarred and Suspended Parties.** The Project Sponsor certifies that throughout the term of this Agreement, neither the Project Sponsor 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 Project Sponsor 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 Project Sponsor 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 by checking both of the following websites: www.sam.gov and www.FederalContractorRegistry.com.

Prior to signing this agreement, the Project Sponsor has reviewed SAM to verify the status of any sub-recipients, contractors, and their principals.

B. 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 Project Sponsor 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.

C. Contractor Award Criteria. The Project Sponsor 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 Project Sponsor must comply with all Federal, State, and Local laws, rules and regulations, in addition to the provision of Section 1.5.A. 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 both of the following websites: www.sam.gov and www.FederalContractorRegistry.com. In the event that the Project Sponsor has reason to believe that a subcontractor has become ineligible, or that the subcontractor of a prime contractor is or has become ineligible, the Project Sponsor must inquire further to learn the subcontractor's actual status. In the event that a subcontractor of a prime contractor is ineligible, the Project Sponsor shall notify the prime contractor immediately that the ineligible subcontractor must be terminated.
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. The business is a Minority, Women-Owned, or Disadvantaged Business Enterprise.
8. 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.

D. Federal Management and Budget Requirements and Procurement Standards - The Project Sponsor 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 E hereto.

Section 1.6. Cooperation with City. To cooperate with the City in the preparation and filing of all reports required by HUD and the implementation of any corrective or remedial actions pursuant to the terms of the Grant Agreement.

Section 1.7. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Project Sponsor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from the payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Project Sponsor is an independent contractor.

Section 1.8. Audits. If the Project Sponsor expends \$750,000 or more in total Federal Funds during the Project Sponsor's fiscal year, the Project Sponsor 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. All audits are required to be completed and delivered to the City-CDGA no later than six (6) months following the end of the Project Sponsor's fiscal year. In the event the Project Sponsor is not funded for a subsequent year, the Project Sponsor must provide the City with a signed commitment from a Certified Public Accounting firm to conduct such an audit. This commitment must be provided prior to the expiration of the current Contract. Failure to provide this commitment will result in the City withholding from the current Contract a sum sufficient in the City's judgment to enable the completion of such an audit. 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 Project Sponsor 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.

1.8. Conflict of Interest and Mandatory Disclosures.

- A. Conflict of Interest. Pursuant to 24 CFR § 574.625 and 24 CFR 85.36(b)(3), no person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee or project sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, 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 financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- B. 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.

1.9. Office of Management and Budget Requirements

- A. CONTRACTOR shall comply with all provisions of 2 CFR § 200.302(b), as amended, concerning the requirements for the Financial Management System of a non-Federal entity.
- B. CONTRACTOR shall comply with all applicable provisions of the Property Management Standards under 2 CFR §§ 200.310 through 200.316, as amended.
- C. CONTRACTOR shall comply with all applicable provisions of the Cost Principles under 2 CFR §§ 200.400 through 200.475, as amended.
- D. 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

1.10 Davis Bacon Act. Pursuant to 24 FR 774.655, the provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs that are subject to the Davis-Bacon Act.

1.12 Fee Prohibition. Pursuant to 24 CFR § 574.430, the Project Sponsor agrees that no fee, except rent, will be charged of any eligible person for any housing or services provided with amounts from a grant under this part.

1.13 Confidentiality. Pursuant to 24 CFR § 574.440, the Project Sponsor agrees to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF PROJECT SPONSOR

Section 2.1. Existence and Authorizations; Non-Profit Status. Project Sponsor represents that it is a non-profit corporation duly organized and validly existing in good standing under the laws of the State of Wisconsin and that it has obtained all authorizations necessary on its part for the due and valid execution of this Agreement and the assumption of the obligations set forth herein. Project Sponsor further represents that it has applied for and obtained recognition as an organization described in sec. 501(c)(3) of the Internal Revenue Code of 1986, exempt from federal income taxation pursuant to sec. 501(a) of the Internal Revenue Code.

Section 2.2. Maintenance of Corporate Existence. Project Sponsor agrees that it will maintain its corporate existence and, except as otherwise permitted hereunder, will neither dissolve nor institute any proceedings for dissolution and that it will maintain its status as a tax-exempt entity under sec. 501.(c)(3) of the Internal Revenue Code.

Section 2.3. Corporate Mergers, Consolidations and Transfers of Assets. Project Sponsor agrees that it will not (in a single transaction or in a series of transactions) dissolve or otherwise dispose of substantially all of its assets and will not consolidate with or merge into another corporation or entity or permit one or more corporations or entities to consolidate with or merge into it without the prior written consent of the City.

Section 2.4. Compliance with Grant Agreement. Project Sponsor agrees that it will take no action which would give rise to a default under the terms of the Grant Agreement to be entered into between the City and HUD.

Section 2.5. Lobbying Certification. The Project Sponsor hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
- b. 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 an employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
- c. It will require that the foregoing lobbying provisions and the following certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contract under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly: "The foregoing certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."
- d. The Project Sponsor acknowledges that foregoing certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. The Contractor agrees that if it receives an award in an amount exceeding \$100,000.00 then Contractor shall file a certification and disclosure form pursuant to 24 CFR 87.110.

Section 2.6. Date and Survival of Representations and Covenants. The representations and covenants of Project Sponsor made in this Article II are made as of the date of this Agreement and all such representations and covenants shall survive the execution and delivery of this Agreement and the disbursement of Grant funds.

ARTICLE III

CITY ACTIVITIES

Section 3.1. City Activities. In conjunction with the implementation and administration of the Grant, the City agrees to undertake the activities of the grantee pursuant to the Grant Agreement and to process requests by Project Sponsor for disbursements of Grant funds in a manner consistent with the Grant Agreement and HUD regulations and subject to the terms of this agreement. Requests by Project Sponsor for disbursements shall be submitted to The City in a form acceptable to the City and consistent with the requirements of the Grant Agreement and HUD regulations.

ARTICLE IV

INDEMNIFICATION OF THE CITY

Section 4.1. Indemnification of the City. Project Sponsor agrees to indemnify and hold harmless the City, its officers, employees officials and agents from and against any and all losses, claims, damages, expenses and all suits in equity or actions at law (including reasonable counsel fees) and liabilities arising from, in connection with, or as a result of the operation, construction or maintenance of the Project or any actions of Project Sponsor. undertaken pursuant to this Agreement. Nothing in the foregoing indemnity shall protect the City against its own default, gross negligence, or willful misconduct.

ARTICLE V

INSURANCE

Section 5.1. Insurance. Project Sponsor shall provide, at its own expense, insurance in the types and amounts set forth on Exhibit D hereto. Project Sponsor shall furnish the City a Certificate of Insurance naming the City as an additional insured with respect to the insurance provided pursuant to this section. The Certificate shall provide that the insurance company will furnish the City with a ten-day (10) written notice of cancellation, non-renewal or material change.

ARTICLE VI

NON-DISCRIMINATION

Section 6.1. Nondiscrimination. In all hiring or employment made possible by or resulting from this Agreement (except with respect to a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities, as provided in Executive Order 13279), that:

- a. There will not be any discrimination against any employee or applicant for employment because of age, handicap, marital status, race, color, sexual orientation, religion, sex or national origin or ancestry or lawful sources of income; and

- b. Affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their age, handicap, marital status, race, color, religion, sexual orientation, sex or national origin or ancestry or lawful sources of income.
 - 1. This requirement shall apply to 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. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to age, handicap, marital status, race, color, religion, sexual orientation, sex or national origin or ancestry or lawful sources of income.
 - 2. No person in the United States shall, on the ground of age, handicap, marital status, race, color, sexual orientation, religion, sex or national origin or ancestry or lawful sources of income, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The City and Project Sponsor. will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VII of the Civil Rights Act of 1964.
- c. The Project Sponsor shall cause the foregoing provision to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. 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 HOPWA 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 Project Sponsor 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.

- e. Fair housing requirements. (1) Project Sponsor shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (States and local government grantees) and part 36 (public accommodations and requirements for certain types of short-term housing assistance), pursuant to 24 CFR § 574.603.
- f. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) does not apply to this program, pursuant to 24 CFR § 574.603.
- g. Affirmative outreach. Project Sponsor must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures, pursuant to 24 CFR § 574.603.

ARTICLE VII

DEFAULT PROVISIONS

Section 7.1. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default" under and for purposes of this Agreement:

- A. Any representation of Project Sponsor contained in Article II hereof shall prove to have been false in any material respect;
- B. Default in the performance or observance of any other of the covenants, agreements or conditions on the part of Project Sponsor set forth in this Agreement and the continuance thereof for thirty (30) days following receipt by the Project Sponsor of written notice from the City or HUD specifying such default and requesting that it be corrected;
- C. Project Sponsor shall:
 - i. Become insolvent; or

- ii. Be unable, or admit in writing its inability to pay its debts as they become due; or
- iii. Make a general assignment for the benefit of creditors or to an agent authorized to dissolve any substantial amount of its property; or
- iv. Become subject (either voluntarily or involuntarily) to an order for relief within the meaning of the bankruptcy code; or
- v. File a petition to affect a plan or other arrangement with creditors; or
- vi. File an answer to a creditor's petition, admitting the material allegations thereof, for dissolution, reorganization or to effect a plan or other arrangements with creditors; or
- vii. Apply to a court for the appointment of a receiver for any of its assets; or
- viii. Have a receiver appointed for any of its assets (with or without consent) and such receiver shall not be discharged within sixty days (60) after appointment; or
- ix. Otherwise become the subject of any federal or state bankruptcy or insolvency proceedings.

ARTICLE VIII

REMEDIES

Section 8.1. Remedies. If an Event of Default shall occur, the City may pursue any available remedy at law or in equity, including but not limited to withholding disbursements of Grant proceeds.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Payment of Costs and Expenses. If Project Sponsor defaults under any provisions of his Agreement and the City employs attorneys or incurs other expenses for the collection of payments due or for the enforcement of performance or observance of any other obligation or agreement on the part of Project Sponsor herein contained, Project Sponsor agrees that it will, on demand therefor, pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City.

Section 9.2. Limitation on Waivers. If any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive the same, or other or any future breach hereunder on any other occasion. No remedy herein conferred upon or reserved to the CITY is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by virtue of other contracts. No delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. To entitle the CITY to exercise any remedy reserved or available to it, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Section 9.3. Amendments. This Agreement shall not be effectively amended, changed, modified, altered or terminated and no modification, alteration or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

Section 9.4. Successors. Except as limited or conditioned by the express provisions hereof, the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 9.5. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

Section 9.6. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

Section 9.7. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

Section 9.8. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, postage prepaid, or by prepaid telegram addressed as follows:

To the City:

City of Milwaukee
Community Development Grants Administration
200 East Wells Street, Room 606
Milwaukee, WI 53202
ATTENTION: Director

To Project Sponsor:

ATTENTION: _____

Section 9.9. Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in questions inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Agreement, shall not affect the remaining portions of this Agreement, or any part thereof.

Section 9.10. Term. This Agreement shall be in effect for eligible costs identified in Exhibit A and incurred by Project Sponsor during the term specified in Sections 1.1, 1.2 and Exhibit A hereof and pursuant to the Grant Agreement, unless otherwise extended by written amendment as provided in Section 9.3 of this Agreement.

Section 9.11. Records. Project Sponsor shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants in the nature of the Grant, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the grant funds, the total cost of activities paid for, in whole or in part, with grant funds, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources.

Section 9.12. Audits. All such books, records and other documents maintained by Project Sponsor under Section 9.11 shall be available at the offices of Project Sponsor for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of HUD, the Inspector General of the United States or the City.

ARTICLE X

FAITH-BASED ORGANIZATIONS

Section 10.1. Prohibition Against Inherently Religious Activities. The Project Sponsor shall may 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.

ARTICLE XI

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” In Article I above**
- (vi) Amount of Federal Funds Obligated by this action:
- (vii) Total Amount of Federal Funds Obligated to the subrecipient: **See “Total Amount of Contract” in Article I above**
- (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: **14.241**
- (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: No matching funds requirement

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized representatives as of the _____ day of _____, 2017.

CITY OF MILWAUKEE

COMMUNITY DEVELOPMENT GRANTS ADMINISTRATION

By: _____
Director

Date: _____

PROJECT SPONSOR

DUNS Number: _____

By: _____

Title: _____ Date: _____

By: _____

Title: _____ Date: _____

COUNTERSIGNED:

By: _____
City Comptroller

Date: _____

Examined and approved as to form
and execution this _____ day of

_____, 2017
Assistant City Attorney

CERTIFICATE REGARDING CORPORATE AUTHORITY

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

Reference is made to that certain Housing Opportunities for Persons With Aids (HOPWA) Grant Project Agreement ("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)

SCHEDULE OF EXHIBITS

- "A" Project Description and Project Budget
- "B" Common Council Resolutions No. 160773 and 160392
- "C" HUD Requirements with which PROJECT SPONSOR Agrees to Comply (24 C.F.R. Part 574)
- "D" Insurance Requirements of the City of Milwaukee
- "E" Federal Procurement Requirements