

**MEMORANDUM OF UNDERSTANDING
REGARDING USE OF ARPA FUNDS**

BY

CITY OF MILWAUKEE BY AND THROUGH ITS DEPARTMENT OF NEIGHBORHOOD SERVICES

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the Wisconsin Department of Administration (“DOA”), whose principal business address is 101 East Wilson Street, Madison, WI 53703 and the City of Milwaukee by and through its Department of Neighborhood Services (“Milwaukee DNS” or “Subrecipient”), whose principal business address is 200 E. Wells Street, Room 606, Milwaukee, WI 53202.

WHEREAS, the United States Department of the Treasury (“Treasury Department”) has distributed to DOA funds (“ARPA Funds”) from the Coronavirus State and Local Fiscal Recovery Fund pursuant to 42 U.S.C. § 802, as added by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, DOA is administering such funds through a variety of programs and initiatives, managed by state and local agencies and other entities; and

WHEREAS, a Final Rule issued by the Treasury Department effective April 1, 2022, outlines the eligible uses of ARPA Funds to include uses that align with Subrecipient’s administrative expertise and experience; and

WHEREAS, Subrecipient has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of any programs outlined by this MOU;

NOW, THEREFORE, DOA and Subrecipient agree that DOA shall grant and Subrecipient shall utilize and distribute certain budgeted ARPA Funds (the “Award”) to implement the Program defined in the Program Schedule pursuant to the terms and conditions set forth in Articles 1 through 18 of this MOU, as well as Attachments A, B, C, and the Program Schedule, which are attached to and incorporated into this MOU. Attachments A, B, C, and the Program Schedule are titled:

Attachment A	Source of Funds & Additional Federal Subaward Required Information
Attachment B	Federal Compliance Requirements
Program Schedule	Northridge Mall Demolition and Redevelopment
Attachment C	Memorandum re: Former Northridge Mall Remediation

The term of this MOU will run from the Effective Date until the expiration of the Program defined in the Program Schedule to this MOU. The person(s) signing this MOU on behalf of Subrecipient certifies and attests to having full and complete authority to bind Subrecipient, on whose behalf they are executing this document.

IN WITNESS WHEREOF, DOA and Subrecipient have fully executed this MOU as of the date of DOA’s signature below (“Effective Date”).

CITY OF MILWAUKEE BY ITS DEPARTMENT OF NEIGHBORHOOD SERVICES DEPARTMENT OF ADMINISTRATION

BY: _____

BY: _____

NAME: _____

NAME: Paul Hammer

TITLE: _____

TITLE: Deputy Secretary

DATE: _____

DATE: _____

CCFNs _____

**GENERAL TERMS
APPLICABLE TO ALL SUBRECIPIENTS**

ARTICLE 1. ALLOCATION AMOUNT AND PERMISSIBLE USES OF FUNDS

The amount of ARPA Funds allocated to Subrecipient pursuant to this MOU and the purposes for which Subrecipient may use those funds are set forth on the relevant Program Schedule. DOA’s contribution to the total cost of Subrecipient’s performance of its duties under this MOU shall not exceed the amount set forth in the relevant Program Schedule. DOA shall not reimburse Subrecipient for any costs that are not eligible for reimbursement under ARPA, 2 C.F.R. Part 200 (Uniform Guidance) requirements, any rules, regulations, or guidance promulgated to implement ARPA, or the terms of this MOU.

ARTICLE 2. PAYMENT

DOA shall make payment to Subrecipient in a single, lump sum payment in accordance with the invoicing and payment procedures set forth in the Program Schedule.

ARTICLE 3. REPORTING

Subrecipient shall provide DOA with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of ARPA Funds. Subrecipient will also provide DOA with all information necessary to accomplish any public transparency reporting or subrecipient monitoring that DOA deems necessary.

Subrecipient shall provide this information in a format determined by DOA in a complete and timely manner per the schedule outlined in this section and the Program Schedule. Subrecipient’s reporting information shall be provided to DOA no later than 21 days before the deadline for DOA to file the report, or by such other date as DOA requires.

ARTICLE 4. APPLICABLE LAWS, RULES, AND REGULATIONS

This MOU shall be governed by the laws of the State of Wisconsin (the “State”) and the laws of the United States, including, without limitation ARPA, the Final Rule, and all other rules and regulations promulgated to implement ARPA. Subrecipient shall be responsible for ensuring that its uses of the ARPA Funds allocated to it under this MOU comply with all applicable laws, rules, and regulations.

In addition, Subrecipient agrees to comply with all federal requirements listed in Attachment B.

Specifically, as further specified in Attachment B, Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Treasury Department’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this MOU. Title VI also includes protection to persons with “Limited English Proficiency” (“LEP”) in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Treasury Department’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this MOU.

ARTICLE 5. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this MOU, Subrecipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01 (5), sexual orientation, or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading,

demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Subrecipient further agrees to take affirmative action to ensure equal employment opportunities. Subrecipient agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Subrecipient, as a Wisconsin municipality, is exempt from submitting a written affirmative action plan to DOA. For record keeping purposes Subrecipient shall submit a Request for Exemption from Submitting an Affirmative Action Plan to DOA's Division of Enterprise Operations ("Division"), P.O. Box 7867, Madison, WI 53707-7867. Subrecipient is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Pursuant to 2019 Wisconsin Executive Order 1, Subrecipient agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract, or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information, or political affiliation.

Failure to comply with the conditions of this article may result in the declaration of Subrecipient ineligibility, the termination of this MOU, or the withholding of funds.

ARTICLE 6. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

Subrecipient shall be responsible for ensuring that all third parties receiving funds pursuant to the Program comply with all laws, rules, and regulations applicable to the use of those funds by the third party, including but not limited to applicable requirements of 2 C.F.R. Part 200 (Uniform Guidance), and the affirmative action requirements set forth in Article 5.

ARTICLE 7. SUBLET OR ASSIGNMENT OF DUTIES

Subrecipient shall not sublet or assign all or any part of Subrecipient's duties or rights under this MOU without prior written approval of DOA.

ARTICLE 8. REIMBURSEMENT OF FUNDS

Subrecipient shall return to DOA any funds paid to Subrecipient in excess of the amount allocated pursuant to this MOU. If Subrecipient fails to return excess funds, DOA may deduct the appropriate amount from subsequent payments due to Subrecipient from DOA. DOA also reserves the right to recover such funds by any other legal means.

Subrecipient shall be responsible for reimbursement to DOA for any disbursed funds DOA determines have been misused or misappropriated. Any reimbursement of funds required by DOA shall be due upon DOA's written demand to Subrecipient.

ARTICLE 9. INDEMNIFICATION

In carrying out the provisions of this MOU or in exercising any power or authority contracted to Subrecipient thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and DOA act as agents and representatives of the State.

Subrecipient shall indemnify and hold harmless the State and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Subrecipient, or of any of its agents or subrecipients, in performing work under this MOU.

Subrecipient shall indemnify and hold harmless the State and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any obligations arising out of agreements between Subrecipient and third-parties to perform services or otherwise supply products or services. Subrecipient shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this MOU, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

Irrespective of any other term of this MOU, Subrecipient shall not be liable for or owe DOA any obligation of indemnification for: (1) any acts or omissions of Subrecipient's employees or agents acting outside the scope of their employment or agency pursuant to Wis. Stat. §§ 895.46(a) and 893.80, or (2) for any claim, demand, action, proceeding, judgment, damage, liability, loss, cost, or expense for which Subrecipient is immune pursuant to statutory or common law defenses or immunities, or (3) to the extent to which Subrecipient's liability is limited by law.

ARTICLE 10. FINANCIAL MANAGEMENT

Subrecipient agrees to maintain a financial management system that complies with the rules, regulations, and requirements of the Program funding source described in Attachment A and with standards established by DOA to assure funds are spent in accordance with law and to assure that accounting records for funds received under this MOU are sufficiently segregated from those of other MOUs, agreements, programs, and/or projects.

Subrecipient shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Subrecipient's chart of accounts and accounting system shall permit timely preparation of reports of Program expenditures by provider type as required by DOA.

Records shall be maintained after final audit of the MOU for a period of not less than five (5) years unless the Program requirements are longer.

Subrecipient shall also have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Subrecipients, or their assignees, that **expend** federal funds during their fiscal year shall comply with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the State Single Audit Guidelines issued by DOA. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

***NOTE:** If an audit is required under the Uniform Guidance as described above, then this section does not apply as State Funded Awards will already be included in that audit.*

Governmental and Non-profit Subrecipients, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by DOA. Audit reports are due to DOA within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review DOA's Single Audit Compliance Supplement for details on submission of the reporting package. <https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

ARTICLE 11. CONFLICTS OF INTEREST AND ETHICS

No person who is an employee, agent, consultant, or officer of Subrecipient, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this MOU, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement or subcontract with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of employment compensation from Subrecipient by employees of Subrecipient shall not be considered a conflict of interest, but otherwise employees of Subrecipient shall be fully bound by the requirements of this Article. Upon request, DOA can make exceptions to this requirement after full disclosure and where DOA determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

Subrecipient agrees to disclose to DOA in writing any potential conflict of interest affecting the awarded funds so it can determine its own disclosure obligations to the Treasury Department in accordance with Treasury Department policy.

Subrecipient, its agents, and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. ch. 19, subch. III, and the State Employee Code of Ethics, Wis. Admin. Code Ch. ER-MRS 24.

ARTICLE 12. FAILURE TO PERFORM

DOA reserves the right to seek repayment of funds if required reports are not provided to DOA on a timely basis, if there are deficiencies in those reports, or if performance of contracted activities is not evidenced. DOA further reserves the right to suspend performance or seek repayment of funds if performance of contracted activities is not evidenced on other agreements between DOA and Subrecipient in whole or in part.

Subrecipient's management and financial capability, including but not limited to audit results and performance, may be taken into consideration in any or all future determinations by DOA and may be cause for terminating or suspending performance of this MOU.

ARTICLE 13. TERMINATION OF AGREEMENT

DOA may terminate this MOU at any time with or without cause by delivering notice to Subrecipient.

ARTICLE 14. AMENDMENT

This MOU may be amended by mutual consent of the parties. Amendments shall be in writing and signed by the parties. Changes to the amount of funds allocated under this MOU or the purposes for which those funds may be used may be documented by amending the Program Schedule.

ARTICLE 15. SEVERABILITY

If any provision of this MOU shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this MOU.

ARTICLE 16. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by DOA, the terms and conditions of this MOU shall survive the Performance Period and shall continue in full force and effect until Subrecipient has completed and is in compliance with all the requirements of this MOU.

ARTICLE 17. EXAMINATION OF RECORDS

DOA, or any of its authorized representatives, shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on Subrecipient's premises any directly pertinent records and computer files of Subrecipient involving transactions relating to this MOU. If the material is held in an automated format, Subrecipient shall provide copies of these materials in the automated format or such computer file as may be requested by DOA. Such material shall be retained until such time as DOA notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this MOU. Subrecipient shall notify DOA in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Subrecipient of books, documents, papers, records, computer files, or computer printouts shall not exceed the actual cost thereof to Subrecipient and shall be reimbursed by DOA.

ARTICLE 18. LOBBYING

Funds provided to Subrecipient pursuant to this MOU may not be used to influence federal contracting or financial transactions.

ATTACHMENT A

SOURCE OF FUNDS & ADDITIONAL FEDERAL SUBAWARD REQUIRED INFORMATION

Federal Award Identification Number: SLFRP0135

Subrecipient UEI #: JYGKV746MNG2

Subaward Period of Performance/Budget Start & End Date: See “Performance Period” defined in the Program Schedule

Assistance Listing #: 21.027, Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: Treasury Department

Amount of Federal Funds Obligated to Subrecipient by this Award: Refer to the Program Schedule to this MOU

Research & Development? No

Indirect Cost Rate: 24.25

ATTACHMENT B**Federal Compliance Requirements**

Subrecipient agrees to comply with the requirements of section 602 of ARPA, regulations adopted by the Treasury Department pursuant to section 602(f) of ARPA, and guidance issued by the Treasury Department regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Award.

A. Federal regulations applicable to this Award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as the Treasury Department may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by the Treasury Department. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the Award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the Award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the Award is subject to 2 C.F.R. Part 180 and the Treasury Department’s implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the Award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations, unless otherwise specified in ARPA or Treasury Department guidance.
10. Statutes and regulations prohibiting discrimination applicable to this Award include, without limitation, the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and the Treasury Department’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and the Treasury Department's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

B. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury Department employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Subrecipient or DOA, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
3. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

C. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

D. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, grantees, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

E. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

F. Publications. Any publications produced with funds from this Award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Subrecipient] via the Wisconsin Department of Administration by the U.S. Department of the Treasury."

G. Assurances of Compliance with Civil Rights Requirements.

1. As a condition of receipt of federal financial assistance under this MOU, Subrecipient provides the following assurances with respect to the operation of its Program:
 - a. Subrecipient will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Treasury Department's Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - b. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have LEP. Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Treasury Department's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Treasury Department's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
 - c. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Treasury Department has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
 - d. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and its successors, transferees, and assignees for the period in which such assistance is provided. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Treasury Department, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
 - e. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances a-d above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Subrecipient and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating

against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. Subrecipient shall cooperate with DOA in any enforcement or compliance review activities by the Treasury Department of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
 3. Subrecipient shall maintain a complaint log and inform DOA so it can inform the Treasury Department of any complaints of discrimination on the grounds of race, color, national origin, and LEP covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
 4. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance with Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
 5. If the Subrecipient makes sub-awards to other agencies or other entities, Subrecipient is responsible for ensuring that grantees also comply with Title VI and other applicable authorities covered in this document. Subrecipient must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of grantees.
- H. If the amount of the Award under this MOU is greater than \$100,000 the undersigned official(s) certifies that to the best of his or her knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. Grantee shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This 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.

**PROGRAM SCHEDULE
Northridge Mall Demolition and Redevelopment**

The parties agree that this Program Schedule outlining the Northridge Mall Demolition and Redevelopment program is attached to and incorporated into the MOU entered into contemporaneously with this Program Schedule by DOA and Subrecipient. The Performance Period of this Program Schedule commences on December 1, 2023, and runs until December 31, 2026, with required benchmarks described below.

Background

WHEREAS, since its closure in 2002, the Northridge Mall located on Milwaukee’s northwest side (“Northridge Property”) has deteriorated to dangerous nuisance condition; and

WHEREAS, Subrecipient currently possesses title to the Boston Store portion of the Northridge Property identified in Attachment C (“Boston Store Portion”), and

WHEREAS, the remainder of the Northridge Property (“Remainder Portion”) is currently the subject of litigation in which the Subrecipient has asked the court to award the Subrecipient title to the Remainder Portion for the purposes abating the nuisance condition, demolition, and redevelopment of the Northridge Property; and

WHEREAS, the Treasury Department issued its Final Rule, effective April 1, 2022, outlining eligible uses of ARPA Funds to address vacant or abandoned properties; and

WHEREAS, Subrecipient, through its Department of Neighborhood Services, in conjunction with its Department of City Development, possesses the professional, technical, and administrative expertise and experience to address these issues through implementation of the Program described below; and

NOW, THEREFORE, DOA and Subrecipient agree that DOA shall grant and Subrecipient shall utilize and distribute certain budgeted ARPA Funds to implement the Program defined in this Program Schedule.

Agreement

Program Definition:

The “Program” under this Program Schedule is the Northridge Mall Demolition and Redevelopment program, which is a program to acquire, secure, and demolish the Northridge Property, including remediation of certain contaminants and hazards, site grading, seeding and construction of a pond, in order to prepare the Northridge Property for further redevelopment. The Program is an essential component of the City of Milwaukee’s strategy to return the Northridge Property to productive use and accelerate economic recovery in the Granville Business Improvement District, as more fully described in Attachment C.

Award Amounts and Permissible Uses:

Program:	Northridge Mall Demolition and Redevelopment
Award Amount:	\$15,000,000.00

Permitted Uses of Funds:

Any and all payments, fund transfers, or interest earnings on the funds governed by this MOU are to be used exclusively for expenses incurred for the purposes of this MOU.

Schedule

Notwithstanding the proposed schedule outlined in Attachment C, the following benchmarks are enforceable deadlines of the Program. Should Subrecipient fail to meet these deadlines without receiving a mutually executed extension, DOA may seek reimbursement of any unspent portions of the Award. Should Subrecipient anticipate that it will fail to meet any of the following benchmarks, Subrecipient shall notify DOA as soon as reasonably possible, at which time Subrecipient and DOA shall negotiate in good faith to execute an appropriate extension. In such event, Subrecipient shall provide DOA with all information reasonably requested to show Program progress and to support the viability of an extended deadline. There shall be no extensions to the December 31, 2026, final expenditure deadline.

Benchmark	Date
Subrecipient acquires title to the Boston Store Portion.	Completed. (Subrecipient has already acquired title)
All major demolition and environmental remediation contracts for the Boston Store Portion have been executed.	December 31, 2023
Subrecipient demonstrates the ability to properly secure and raze the Remainder Portion through ownership, unencumbered orders to raze the structures, or agreement with a development partner/third-party owner.	January 1, 2024
Primary demolition and abatement work in progress for the Boston Store Portion.	January 31, 2024
All major demolition and environmental remediation contracts for the Remainder Portion are executed.	December 31, 2024
Primary demolition and abatement work in progress for the Remainder Portion.	December 31, 2025
Remediation of certain contaminants and hazards within the Northridge Property in progress.	June 1, 2026
Site grading, seeding and pond construction in progress.	December 31, 2026
All contractor invoices paid.	December 31, 2026

Invoicing and Payment:

DOA shall make payment via Automated Clearing House (ACH).

DOA shall make payment to Subrecipient in a single, lump sum payment. Payment shall only be made after the MOU has been fully executed by Subrecipient and DOA, any necessary forms are completed by Subrecipient and received by DOA, and responses are provided by Subrecipient for any questions from DOA within timeframes designated by DOA.

Subrecipient must submit requests for payment to DOA not later than December 31, 2026 (“Payment Request Deadline”). Payment requests submitted after the Payment Request Deadline will be denied.

Payments to Subrecipient that exceed allowable expenses pursuant to the terms of the MOU, if outstanding at the expiration of this MOU, shall be repaid to DOA within sixty (60) days of the expiration date of the Performance Period. DOA, in accordance with State procedures, shall reconcile payments and report expenses.

Records and Reporting:

Subrecipient understands that DOA is required to submit quarterly and annual reports to the Treasury Department pursuant to ARPA. Subrecipient shall timely provide DOA with all information that may be necessary to comply with those reporting requirements which will include, among other things, information about Subrecipient expenditures during the reporting period, information about the use of evidence-based practices as part of the project, and information about project demographic distribution. The federal reporting requirements are currently described in the Treasury Department's [Compliance and Reporting Guidance State and Local Fiscal Recovery Funds](#). DOA expects that the Treasury Department will issue subsequent and additional guidance outlining recipient reporting requirements, and DOA will inform Subrecipient of the specific information required by the Treasury Department and the format in which it must submit such information to DOA.

In addition, DOA has public transparency obligations as well as subrecipient monitoring responsibilities under 2 CFR Part 200. As such, quarterly, concurrent with information submitted to DOA for Treasury Department reporting, Subrecipient will submit a qualitative report describing Subrecipient's progress toward achieving Program objectives, in the form and with content specified by DOA.

Records shall be maintained after final audit of the MOU for a period of not less than five (5) years unless the Program requirements are longer.