

Questions and City responses can be found at end of this RFP



## **Request for Proposals**

**Grant Administration for  
Affordable Housing Conversion  
Project Located at  
525 N TENTH ST, De Pere, WI 54115  
(SP 21-02)**

**A Community Development Block Grant  
CDBG Special Projects**

**City of De Pere  
Brown County, WI**

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## Invitation to Submit Proposal

### Introduction

The City of De Pere, Wisconsin, seeks proposals for consulting services for the grant administration services, for which the City of De Pere has secured Community Development Block Grant (CDBG) CDBG-funding. Proposals will be accepted for grant administration services for the CDBG.

Minimum requirements include previous experience in CDBG Grant Administration on CDBG or similar state/federally funded projects. Proposals will be accepted from individuals, firms, or groups of firms with the demonstrated expertise and experience in these areas of practice.

### Contact Information

All interested persons and firms should contact Daniel Lindstrom, Development Services Director, between the hours of 7:30 am to 5:00pm, Monday-Friday at 920-339-2370 or [dlindstrom@deperewi.gov](mailto:dlindstrom@deperewi.gov) request the RFP packet or additional information, as needed.

Persons/firms that intend to submit a proposal should send notification of intent to the City of De Pere with the person's/firm's name and contact information in case of addenda or other changes. Additionally, the RFP may be sent to those persons/firms that are included on the City of De Pere persons/firms that is specifically created for this RFP. Those who the City of De Pere has sent an RFP and those who have provided contact information through a request for a copy of the RFP or through a notification of intent will receive all information regarding the RFP. The information may include, but is not limited to, any amendments to the RFP, answers to inquiries received regarding the RFP, or changes to the RFP schedule.

### Questions Regarding This RFP

This solicitation contains a description of the project and services required. Interested proposers have the responsibility of understanding what is required by this solicitation. During the review of the RFP, if the Proposer discovers any errors, omissions, or ambiguities within the RFP, they should identify them in writing and call them to the immediate attention of the City of De Pere prior to the RFP submission deadline. The City of De Pere shall not be held responsible for any person's/firm's lack of understanding of the project.

Questions for clarification concerning this RFP must be in writing and received via email to Daniel Lindstrom, Development Services Director at [dlindstrom@deperewi.gov](mailto:dlindstrom@deperewi.gov) on or before February 8, 2022. After this date, questions involving the content or intent of the proposal will not be answered. All questions will be responded to by Daniel Lindstrom, Development Services Director in writing via email, and provided to all parties indicate if the UGLG's by posting to the project website address [www.deperewi.gov/CDBG-GrantAdminRFP](http://www.deperewi.gov/CDBG-GrantAdminRFP). All parties requesting an RFP for which the UGLG has the contact information will receive copies of the UGLG's responses to questions via email or mail and treated as an addendum to the RFP packet.

The City of De Pere makes no representations as to the conditions of the project other than those representations made herein, and no employee or any other representative of the City of De Pere has the authority to make any oral or written representations as to the conditions of the project. Persons/firms should only contact the person designated above regarding this RFP and should not contact the Mayor, Administrator, or any local elected officials, members of any committees, or any other City of De Pere staff for clarification on this RFP.

## Addenda Interpretations

If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The City of De Pere is not bound by any oral clarifications changing the scope of the work for this project. All addenda issued by the City of De Pere will become part of the official RFP and will be emailed to all Proposers of record based upon contact information on record at the original time of issuance or subsequently provided.

## Proposal Requirements

### Directions for Submittal

Direct submittals to Daniel Lindstrom, Development Services Director, City of De Pere, labeled "ATTN: CDBG-Special Project Grant Administration Project RFP Review Committee", 335 S Broadway Street, De Pere WI 54115; or via email to [dlindstrom@deperewi.gov](mailto:dlindstrom@deperewi.gov), with the Subject of "ATTN: CDBG-Special Project Grant Administration Project RFP Review Committee", no later than 5:00pm on February 17, 2022. The City of De Pere reserves the right to reject any and all Proposals not meeting the requirements of this Request for Proposals for consulting services.

Persons requesting ADA assistance accommodations for hearing and speech impaired may contact Daniel Lindstrom, Development Services Director at [dlindstrom@deperewi.gov](mailto:dlindstrom@deperewi.gov) or 920-339-2370

Individuals/firms interested in being considered for this project must submit a proposal detailing qualifications, technical expertise, management, and staff capabilities, related prior experience, and a detailed cost estimate for the Scope of Services described above. The objective of the competitive process is to objectively select the firm that will provide high-quality, efficient, and cost-effective services. The selected person(s)/firm(s) will be invited to contract with the City of De Pere for consulting services.

**Exhibit III**, attached to this RFP, represents the qualifications sought for the Grant Administration consulting services. These criteria have been established to assure the Community of professional expertise with adequate experience and capacity to ensure successful completion of the proposed project within the allocated time constraints.

**Exhibit IV**, attached hereto, is a Rating System that will be utilized for selection of the consultant. This rating system will be employed by the community in determining which proposal best meets the needs as outlined in this RFP.

## Proposal Contents

The following is the list of the required proposal contents.

1. Cover Letter.
2. Project scope statement describing the work to be undertaken, include the services outlined in the RFP, and any modifications or expansion of the scope provided in order to deliver the grant administration consulting services.
3. Project work plan indicating mechanisms proposed to coordinate the work effort with the City of De Pere.
4. Project coordination plan indicating mechanisms proposed to coordinate the work effort with the City of De Pere.
5. Proposer's profile and a clear concise statement with:
  - a. Examples indicating past performance and familiarity with the type of work detailed in the RFP

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- b. Examples of implementation of the Proposer's work/services in other communities and noted successes
  - c. A list of client references for which Proposer provided similar services as described in the RFP.
6. Project team statement indicating the professional and technical qualifications of the key persons who will be assigned to the project and their responsibilities within the Scope of Services.
7. Resumes for key personnel should be included in the proposal appendices.
8. Project budget with estimated level of effort for each member of the team and for each major task.
9. Fee schedule for personnel involved with the project.
10. Copy of example professional services agreement.

### Proposal Format

The proposal must be submitted in the proposal placed in the same order as described in above. The proposal must be signed by the submitter or authorized representative and dated. The pages of the proposal must be numbered in consecutive order and should not exceed the maximum sheet size of 8.5" x 11." The name, mailing address, phone number and email address of the Proposer should be placed on the cover page of the Proposal.

### Selection Process Schedule

The City of De Pere anticipates authorizing a contract for this work in February 2022 with a notice to proceed no later than March 15, 2022. The City of De Pere's and Developer's goal is to have CDBG – Special Project Affordable Housing Conversion project and related grant administration completed no later than November 2022. Responding persons/firms should comment on the above schedule as part of their proposal and state how realistic it is to achieve substantial completion of the work by November 30, 2022.

### Other Conditions of Proposal Submittal

1. Only one proposal will be accepted from any person, firm or entity.
2. No proposal will be accepted from any person, firm or entity that is in arrears for any obligation to the City of De Pere, is debarred from contracting for federally funded projects, or that otherwise may be deemed irresponsible or unresponsive by the City of De Pere.
3. All Proposals submitted become public information and may be reviewed by anyone requesting to do so at the conclusion of the evaluation process.
4. Requirements and conditions of employment and contracting to be observed for compliance with Conflict of Interest and Lobbying regulations apply to this project
5. Refer to **Exhibit II** attachments for the CDBG project requirements.
6. All activities for the project must comply with the CDBG program regulations and policies set forth in [24 CFR 570](#) and the State of Wisconsin CDBG Program *Implementation Handbook* referenced in **Exhibit II**.

### Scope of Services & Deliverables

The City of De Pere, Brown County, Wisconsin is The City of De Pere is seeking funding through the Special Project program due to the special conditions of this project. This project is a national LMI objective for seniors. The City of De Pere as a whole is not eligible for CDBG funding due to the LMI percentage of the City. However, this special project for affordable senior housing is a critical issue for the community. While the City has not been able to use CDBG funds in

## Request for Proposals for Grant Administration Professional Services CDBG-Special Projects

previous years, identifying and utilizing government programs such as CDBG funds to improve aging housing stock, is one of our Comprehensive Plan Housing goal. The focus of the special projects – affordable housing conversion will be to provide affordable housing options for seniors.

### City of De Pere Community & Project Area Description:

The 24,970 people, who call the City of De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The city has two excellent school districts, an urban private college, a dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents. The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center, and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment. Based on 2019 population data, the City of De Pere has approximately 6,290 residents over the age of 55, which is about 25% of the population. This percentage is expected to increase each following year. The City currently has one independent senior living facility with 144 units; only 36 units are affordable through a federal subsidy. The frequency occurs daily because there is a lack of affordable senior housing in the community.

### Project Background:

The City of De Pere was awarded a \$1,500,000 CDBG grant for the redevelopment of a former and vacant assisted living facility into a senior affordable housing project. The project site is located at 525 N 10th St, De Pere, Wisconsin, generally located in the northwest of the city (see attached map). The building will be renovated from a 68-bed assisted living facility into a senior independent living facility. The development will consist of 55-units. There will 33 units set aside for seniors whose income is at or below 50% of the Brown County median income and 22 units set aside for seniors whose income is at or below 70% of the Brown County median income. The project will consist of one studio apartment, 34 one-bedrooms, and 20 two-bedroom units. The apartments will include common area amenities: security entrances, on-site management, community room, fitness center, exterior storage, and underground parking. The units will target households with incomes following WHEDA guidelines, which currently include households having incomes at CMI, 50% of CMI, and 70% of CMI.

Exterior projects include new parking garage retain walls, asphalt overlay, landscaping, exterior metal painting, new shingled roofing and gutters. Interior projects include new 100 amp electrical services, new HVAC systems, plumbing, Fire protection system adjustments as needed for new units, flooring throughout, painting, new doors/hardware, new cabinets, laminate countertops and appliances, replace all light fixtures, and new framing.

Background information materials and a Project Area/Service Area Map for the Project location are provided in Exhibit I attachments.

### Grant Administration Services Required:

The selected person(s)/firm(s) will serve as and perform the functions of the Grant Administrator for a Community Development Block Grant award including the following:

- In coordination with the City, preparing and submitting remaining CDBG contract and amendment documents, as applicable
- Managing the CDBG Project records
- Preparing and submitting applicable Environmental Record documents for the CDBG Project

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CDBG-Special Projects

- Coordinating Citizen Participation meeting(s) and maintaining and submitting required records for Citizen Participation for the CDBG Project
- Completing compliance activities for CDBG Project federal labor standards as applicable
- Preparing and submitting CDBG reporting documents for the CDBG Project, including but may not be limited to Semi-Annual Reports, Single Audit Statements, Section 3 Reports, Equal Opportunity/Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Reports, Labor Standards Reports.
- Preparing and submitting CDBG monitoring documents and responding to monitoring requirements as applicable for the CDBG Project.
- Managing financial records for the CDBG Project and preparing and submitting CDBG requests for payment and related required documentation.
- Attending and participating in City of De Pere meetings as necessary for the CDBG Project.
- Preparing and submitting the CDBG Project Completion Report and supporting documents.
- Complying with CDBG regulations and policies applicable to the Project.

## MISCELLANEOUS AND GENERAL PROVISIONS

1. Non-Discrimination Statement: The City of De Pere does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.
2. Rejection of Proposals: The City reserves the right to reject any or all proposals, to divide responsibilities among one or more applicants or firms, to waive formalities, and to select the individual or firm which, in the City's sole judgment, can best perform the scope of services required.
3. Withdrawal of Proposals: the proposer upon submission of a written request may withdraw Proposals.
4. Ownership of all data, material, and documentation originated and prepared for the City pursuant to the RFP shall belong to the City and be subject to public inspection in accordance with the Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by the Project Team shall not be subject to public disclosure under (FOIA) unless otherwise required by law or a court.
5. The City is not liable for any costs incurred by any Project Team in connection with this RFP or any response by any Project Team to this RFP. The expenses incurred by a Project Team in the preparation, submission, and presentation of the proposal are the sole responsibility of the Project Team and may not be charged to the City, regardless of whether or not a Project Team's Proposal is ultimately selected by the City for completion of the work detailed in this RFP.
6. Each Project Team should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or specifications to be provided to the City under this RFP is subject to negotiations with the successful Project Team, and final approval of the City.
7. The Project Team shall maintain, during the life of the Agreement, public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages that may arise from the performance of work under the Agreement.
8. The City will require an Agreement with the Consultant that substantially conforms to the attached "Sample Consultant Agreement" – Exhibit V.

## Evaluation and Selection

Final selection of the planning and grant administration provider will be based upon the maximum total points scored as set forth in the Rating System in **Exhibit IV**.

The City of De Pere reserves the right to negotiate a contract with the services provider selected to perform the professional services required.

The City of De Pere, Brown County, Wisconsin reserves the right to reject any and all responses submitted. If you have any questions regarding this Request for Proposals, please contact:

Daniel Lindstrom, Development Services Director  
City of De Pere  
335 S. Broadway  
De Pere, WI 54115  
[dlindstrom@deperewi.gov](mailto:dlindstrom@deperewi.gov)  
920-339-2370



## **EXHIBIT I**

### **Project Background and Project Area/Service Area Maps**

Request for Proposals for Grant Administration Professional Services  
CDBG-Special Projects



## **EXHIBIT II**

### **State and Federal Regulatory Requirements for CDBG-Assisted Projects**

#### **REFER TO EXHIBIT II ATTACHMENTS FOR:**

1. POTENTIAL CONFLICT OF INTEREST DISCLOSURE
2. CONFLICT OF INTEREST CLAUSE
3. LOBBYING CERTIFICATION
4. DISCLOSURE OF LOBBYING ACTIVITIES

**THE CDBG ATTACHMENTS LISTED ABOVE ARE FROM THE CDBG IMPLEMENTATION HANDBOOK AND HANDBOOK CHAPTER  
ATTACHMENTS ON THE  
BUREAU OF COMMUNITY DEVELOPMENT WEBSITE AT:**

**<https://doa.wi.gov/Pages/LocalGovtsGrants/CDBGImplementationHandbook.aspx>**

**Also refer to [24 CFR 570](#).**

## Division of Energy, Housing and Community Resources (DEHCR)

Community Development Block Grant – Potential Conflict of Interest Disclosure

# POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Grant Administration for Affordable Housing Conversion Project Located at  
525 N TENTH ST (SP 21-02)

City of De Pere, WI

Do you have family or business ties to any of the people listed below?

Yes ☐

No ☐

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

### ELECTED OFFICIALS:

- ☐ James Boyd, Mayor
- ☐ Amy Chandik Kunding, Alderperson
- ☐ Shana Defnet Ledvina, Alderperson
- ☐ Jonathon Hansen, Alderperson
- ☐ Kelly Ruh, Alderperson
- ☐ Dean Raasch, Alderperson
- ☐ Mike Eserkaln, Alderperson
- ☐ John Quigley, Alderperson
- ☐ Dan Carpenter, Alderperson

### CITY ADMINISTRATION, DEPARTMENT HEADS AND/OR LEGAL COUNSEL:

- ☐ Lawrence Delo, Administrator
- ☐ Judith Schmidt-Lehman, City Attorney
- ☐ Daniel J. Lindstrom, Development Services Director
- ☐ Joseph Zegers, Finance Director/Treasurer

### ENGINEERING AND CONSULTING FIRM(S):

☐ N/A

### Description of Relationship(s):

**Please Note:** The name of any contractor with a potential conflict of interest will be disclosed at the De Pere City Council meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business/Firm/Company

\_\_\_\_\_  
Date Signed [MM/DD/YYYY]

## **24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS**

### **Code of Federal Regulations Title 24 570.489(h) Program administrative requirements**

#### **(h) Conflict of interest:**

*(1) Applicability. (i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.*

*(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.*

*(2) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are 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 or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.*

*(3) Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.*

*(4) Exceptions: Thresholds requirements. Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:*

*(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and*

*(ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.*

*(5) Factors to be considered for exceptions. In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:*

*(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;*

*(ii) Whether an opportunity was provided for open competitive bidding or negotiation;*

*(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;*

*(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;*

*(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;*

*(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and*

*(vii) Any other relevant considerations.*



# Division of Energy, Housing and Community Resources

## Lobbying Certification

GRANTEE/UGLG NAME: City of De Pere  
DEHCR GRANT AGREEMENT #: CDBG SP 21-02

# LOBBYING CERTIFICATION

## FROM THE

☐ Municipality/UGLG: \_\_\_\_\_  
☐ Contractor/Sub-Contractor  
☐ Other: \_\_\_\_\_

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

\_\_\_\_\_  
*Name of Municipality/UGLG/Business/Firm*

\_\_\_\_\_  
*Signature of the Chief Elected Official, Owner, or Chief Executive Officer*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date Signed*

\_\_\_\_\_  
*Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer*

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

### EXHIBIT III

#### Minimum Qualifications

- A. The person(s)/firm(s) must have successfully provided grant administration services for a minimum of three similar type projects. The person/firm may not be selected if there have been any unresolved issues relative to the services provided.
- B. The principal responsible for coordination of the grant administration must have a minimum three years of experience with this specific type of work.
- C. The principal responsible for provided grant administration must have a minimum of three years of experience with the CDBG Program **or** other federal/state funded programs or projects.
- D. The person(s)/firm(s) must submit references as to their professional qualifications from a minimum of two previous clients for which the person(s)/firm(s) has/have performed work (include contact name, title, firm/organization/government name, email address, mailing address and telephone number).

## EXHIBIT IV

### Selection Rating System

1. Project Coordinator/Lead's Experience	<u>Maximum 20 Points</u>
A. 3 or more years/experience with CDBG or other federal/state programs	20 Points
B. 2 years experience	15 Points
C. 1 years experience	10 Points
D. Less than 1 year experience	5 Points
E. No experience	0 Points
2. Firm's Project Completion Background	<u>Maximum 20 Points</u>
A. Completion of 3 or more previous, similar type projects within proposed time frame & budget	20 Points
B. Completion of 2 similar projects	15 Points
C. Completion of 1 similar project	10 Points
D. Working on 1 similar project; not completed	5 Points
E. No work on a similar project	0 Points
3. References from Similar Projects	<u>Maximum 20 Points</u>
A. Respondent lists 3 previous clients with similar projects and all references give excellent response on quality of service	20 Points
B. Respondent lists 2 previous clients	15 Points
C. Respondent lists 1 previous client	10 Points
D. Respondent lists no previous references	0 Points
4. Responsiveness to Specifications of Project/RFP	<u>Maximum 20 Points</u>
A. Needs of project are fully addressed in Proposal	20 Points
B. Needs of project are somewhat addressed in Proposal	10 Points
C. Needs of project are not addressed/resolved in Proposal	0 Points
5. Firm's Familiarity with Community Needs	<u>Maximum 5 Points</u>
A. Firm is thoroughly familiar with communities with similar population and characteristics to De Pere	5 Points
B. Firm is somewhat familiar with communities with similar population and characteristics to De Pere	3 Points
C. Firm is unfamiliar with communities with similar population and characteristics to De Pere	0 Points
6. Budget	<u>Maximum 5 Points</u>
A. Budget within City of De Pere's capacity as proposed	5 Points
B. Budget slightly above City of De Pere's capacity as proposed; potentially feasible with modest adjustment	3 Points
C. Budget not reasonably within City of De Pere's capacity as proposed; would require extensive adjustment to be feasible	0 Points

Request for Proposals for Grant Administration Professional Services  
CDBG-Special Projects

7. Minority or Women Business Enterprise or Disadvantaged Business Enterprise firm*	<u>Maximum 5 Points</u>
A. Firm is MBE, WBE or DBE firm	5 Points
B. Firm is not MBE, WBE or DBE firm	0 Points
8. Small Business Firm	<u>Maximum 5 Points</u>
A. Firm is a small business	5 Points
B. Firm is not a small business	0 Points
<b>Maximum Total Points:</b>	<b>100</b>

**Note to Responders of RFP:**

***Proposal submittals are to be organized to address the submittal specifications listed in the RFP and the evaluation criteria listed above.***

*\*MBE/WBE/DBE Firms are Defined As Follows:*

Minority Business Enterprise (MBE) – Business with at least 51% ownership and control held by minority person(s).

Woman Business Enterprise (WBE) – Business with at least 51% ownership and control held by a woman or women.

Disadvantaged Business Enterprise (DBE) – Small business with at least 51% ownership and control held by person(s) classified as “disadvantaged” individual(s) according to the Wisconsin Department of Transportation standards (<https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-program-brochure.pdf>)

**EXHIBIT V**  
**Sample Consultant Agreement**

**AGREEMENT FOR SERVICES BETWEEN THE  
CITY OF DE PERE AND \_\_\_\_\_ (CONSULTANT NAME)  
(Project Name)**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and \_\_\_\_\_ ("Consultant").

WITNESSETH

WHEREAS, the City is in need of \_\_\_\_\_ (project description) \_\_\_\_\_; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

**I. DESCRIPTION OF PROJECT**

The project is as described in the \_\_\_\_ (date) \_\_\_\_ City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated \_\_\_\_ (date) \_\_\_\_ (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

**II. SCOPE OF CONSULTING SERVICES**

Consultant agrees to perform those services described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

### III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

### IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

### V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

## VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

## VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

## VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

## IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

## X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

## XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following



minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

## XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or

any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

#### XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

#### XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

#### XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

#### XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

#### XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

## XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

## XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

If to Consultant:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
James G. Boyd, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Carey E. Danen, City Clerk

J:\Law\Agreements\Consultant Agreement Template1-5-22.docx

# Questions and Responses

## CITY OF DE PERE MEMO



**To:** Potential Interested Parties

**From:** Daniel Lindstrom, Development Services Director

**Date:** February 9, 2022

**RE:** RFP Questions and Responses  
Grant Administration for Affordable Housing Conversion

### Additional Project Information:

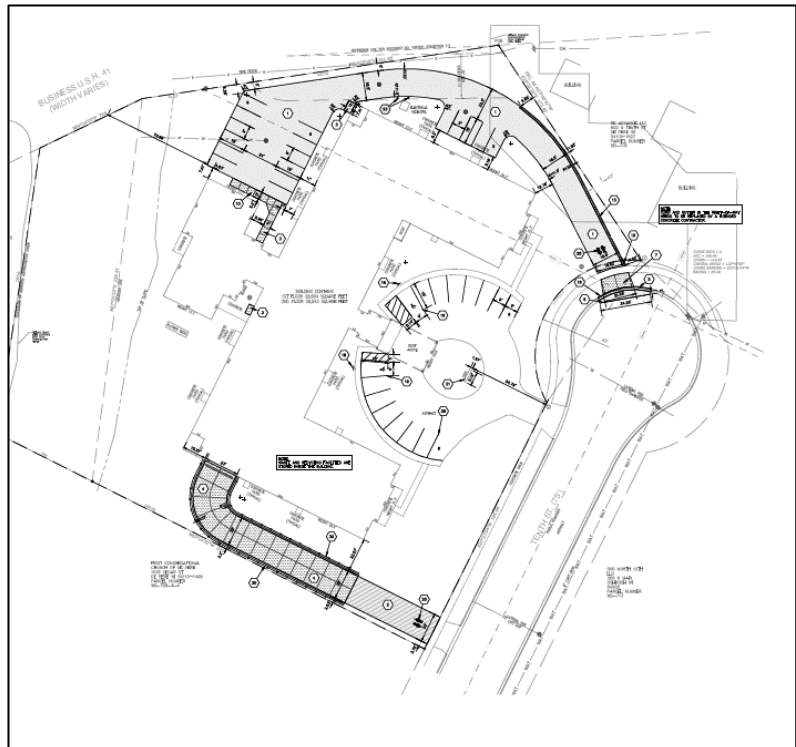
This project award is from the DOA for the specific purpose of providing additional affordable housing in the City of De Pere. The DOA used the special project fund to meet other aspects of the HUD priorities. The City of De Pere specifically sought funding through the Special Project program due to the special conditions of this project. This project is a national LMI objective for seniors. The City of De Pere is not eligible for CDBG funding due to the LMI percentage of the City. However, this special project for affordable senior housing is a critical issue for the community. While the City has not been able to use CDBG funds in previous years, identifying and utilizing government programs such as CDBG funds to improve aging housing stock, is one of our Comprehensive Plan Housing goals. This is a unique project and the city worked directly with the DOA and a single prospective developer to apply to the CDBG program. The city received notice of award in September 2021 and worked through the requirements to sign an agreement with the DOA on November 10, 2021. A copy of the agreement is attached to this memo. As an FYI – the developer is also renovating a second affordable housing conversion project in the City of Sturgeon Bay through an agreement with the DOA and Door County.

*Developer:* Oak Meadow De Pere, LLC  
(Northpointe Development).

*Labor Standards:* The City of De Pere assigned an internal staff member as the temporary Labor Standards Officer and submitted the Record of Wage Decision for DOA review and approval.

*Environmental Review:* The Environmental Review report has since been submitted to the DOR.

*Site Plan:* See the image to the right.



## QUESTIONS:

Question 1: Is the City working with a developer on this project?

ANSWER: See above.

Question 2: You listed in the Grant Administration Services Required, preparing, and submitting applicable Environmental Record documents for the CDBG Project. The Environment Review is a separate chapter in the CDBG Implementation Handbook, and this work is typically done by an environmental engineer. Is this engineering work complete or how will this work be completed? How much of the Environment Review process is expected to be done by the Grant Administrator?

ANSWER: See above. The city anticipated the Grant Administrator only submitting a report prepared by an environmental engineer; however, as noted above, the ER has been submitted to the DOA.

Question 3: You listed in the Grant Administration Services Required, completing compliance activities for CDBG Project federal labor standards as applicable. The Labor Standards chapter requirements involve contact bidding processes including advertising, Bacon Davis wages determination, and pre-construction activities, which are typically done by a civil or project engineer. Is this engineering work complete or how will this be completed? How much of the Labor Standards process is expected to be done by the Grant Administrator?

ANSWER: See above. The city worked with the developer to complete the necessary wage determination and submittal to the DOA. The city requests the selected consultant to review submitted materials and correspondence. Because this isn't a typical UGLG contracted project the DOA provide the City with some additional guidance. As the housing developer chose their contractors for the construction, typical procurement solicitation did not apply to the project. Davis Bacon does apply but they did not need to publish the request for bids nor are they subject to a public opening date.

QUESTION 4: Can you tell me if all costs associated with this project are considered eligible costs? Or will the Grant Administrator be working with the City of De Pere and CDBG to define any ineligible costs?

ANSWER: See the attached agreement with the DOA. Attachment B- Budget. This coincides with the grant application budget. Architect and Engineering were the only identified costs that were not eligible and may only be allocated as matching expenses.

QUESTION 5: The RFP states the Grant Administrator will be responsible for preparing CDBG Reporting Documents, including Single Audit Statements (Page 7 of RFP). Can you clarify this? I assume the Grant Administrator will prepare the Single Audit Statement with the assistance of the City notifying CDBG that a Single Audit Statement will be required (if \$750,000 of grant funds are expended in a single fiscal year). These notifications are due annually on January 15. However, will the city be hiring its own auditor to prepare the single audit to be submitted to the Federal Clearinghouse per Chapter 9 of the CDBG Implementation Manual? I want to be sure the Grant Administrator is not responsible for that task or expense that an auditor would normally handle.

ANSWER: The city will work with the Grant Administrator for the necessary audit requirements. The city will work with our auditors to assemble the necessary information but will then work with the Grand Administrator to submit the necessary paperwork. The city expects the entire project to be completed within the 2022 calendar year.

Question 6: Is this a CDBG Close-funded project?

ANSWER: No, the City of De Pere was a pre-January 1, 1992, award and is not subject to CDBG-CLOSE.

Question 7: Is there a grant agreement in place with the DOA and are there any activities in the Scope of Work in the agreement that the city has already completed?

ANSWER: See above for additional information and questions.

Question 8: Who is the Architect, Engineer, or Project Manager that will be handling the construction bids?

ANSWER: The project is being managed by NorthCentral Construction

Question XX: When is construction expected to begin?

ANSWER: Construction is slated to begin Feb/March 2022 and has a 9 to 10-month renovation schedule.

**AGREEMENT  
BETWEEN  
THE STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
AND  
CITY OF DE PERE**

**THIS SUBAWARD AGREEMENT** is made and entered into for the period of **09/10/2021** through **03/01/2023** ("Performance Period"), by and between the Department of Administration ("Department"), State of Wisconsin ("State"), whose principal business address is 101 East Wilson Street, P.O. Box 7970, Madison, WI 53707-7970 and the City of De Pere ("Grantee"), whose service address is **335 S. Broadway Street, De Pere, WI 54115**.

**WHEREAS**, on behalf of the State, the Department administers the Community Development Block Grant Program ("Program"), to provide funds for eligible activities; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the State has approved an award to the Grantee in the amount of **\$1,522,500** for eligible activities herein described ("Project"); and

**WHEREAS**, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the Department and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 41 and Attachment A – F which are annexed and made a part hereof.

Attachment A – Scope of Work  
Attachment B – Budget  
Attachment C - Source of Funds  
Attachment D – Method of Payment  
Attachment E – Reporting Requirements  
Attachment F – Program Rules & Special Conditions

**IN WITNESS WHEREOF**, the Department and Grantee have executed this Agreement as of the date this Agreement is signed by the Department.

**CITY OF DE PERE**

BY: \_\_\_\_\_

*James Boyd*  
James Boyd

TITLE: Mayor

DATE: 11/8/21

DUNS Number: 105745587

**DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENERGY, HOUSING &  
COMMUNITY RESOURCES**

BY: \_\_\_\_\_

*Chris Patton*  
Chris Patton

TITLE: Deputy Secretary

DATE: 11/10/2021 | 9:43 AM CST

## GENERAL TERMS AND CONDITIONS

### **ARTICLE 1. AGREEMENT ADMINISTRATION**

The Department employee responsible for the administration of this Agreement shall be the **Division Administrator** or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be the **Mayor**, who shall represent the Grantee's interest regarding Agreement performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

The person(s) signing this Agreement on behalf of the Grantee certifies and attests that the Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Grantee, on whose behalf they are executing this document.

### **ARTICLE 2. CONDITIONS OF THE PARTIES' OBLIGATION**

This Agreement is contingent upon authorization of Wisconsin and United States laws, and any material amendment to, or repeal of same affecting relevant authority of the State of Wisconsin in regard to Program shall serve to revise or terminate this Agreement, except as further agreed by the parties hereto. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.

The Grantee shall notify the Department in writing within ten (10) days of change in the Grantee's address. All notices, demands or requests under this Agreement shall be in writing.

### **ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION**

The Grantee shall at all times comply with and observe all applicable federal and state laws, published circulars, ordinances, federal and state administrative regulations, guidance, and findings that are in effect during the Performance Period of this Agreement and which in any manner affect the Grantee's work or conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State it being understood that in such matters the Department acts as an agent and representative of the State.

The Grantee 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 the Grantee, or of any of its agents or sub recipients, in performing work under this Agreement. The Grantee 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 Grantee and sub recipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

Grantee assumes full responsibility and holds the Department harmless for any and all payments made or any other actions taken by the Department in reliance upon the above representation. Further, Grantee agrees to indemnify the Department against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the Department resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense, including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.



If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

#### **ARTICLE 4. SCOPE OF WORK**

The eligible activities under this Agreement are summarized in the Attachments. In the event of a conflict between the summary in the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget. Changes to the Scope of Work shall be by written agreement of both the Department and the Grantee.

#### **ARTICLE 5. SUBLET OR ASSIGNMENT OF AGREEMENT**

The Grantee, its agents, or sub recipients shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Department. The Department reserves the right to reject any sub recipient after notification. The Grantee shall provide the Department with a copy of any executed subcontract or accepted sub recipient bid for the purpose of administering this Agreement that relates to activities funded and exceeds the total grant amount in the Attachments. The Grantee shall be responsible for all matters involving any sub recipient engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a sub recipient. The State bears no responsibility for sub recipient compliance, performance, or dispute resolution hereunder.

#### **ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Board, 212 East Washington Ave., Third Floor, Madison, WI 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

#### **ARTICLE 7. CONFLICT OF INTEREST**

No person who is an employee, agent, consultant, or officer of the Grantee, 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 Agreement, 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, subcontract, or Agreement 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 earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

**ARTICLE 8. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS**

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, 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, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, Division of Enterprise Operations, P.O. Box 7857, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

**ARTICLE 9. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business, local business, woman-owned and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

**ARTICLE 10. TERMINATION OF AGREEMENT**

The Department reserves the right to terminate this Agreement in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

Notwithstanding and in addition to the right to terminate the Agreement for cause described above, the Department may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the State. However, in the event that the project is ineligible for funding under applicable federal rules, the State shall have no liability to the grantee whatsoever.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

**ARTICLE 11. FAILURE TO PERFORM**

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee'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 the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

**ARTICLE 12. PUBLICATIONS AND SOFTWARE DEVELOPMENT**

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) The following notation shall be carried on all articles, reports, publications, or other documents resulting from this Agreement.

*"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Division of Energy, Housing & Community Resources under the terms and conditions of this Agreement."*

**ARTICLE 13. AMENDMENT**

Except as provided in this Article, this Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

Upon written request of the grantee and at the sole discretion of the Division, an adjustment to the use of funds may be interchanged among eligible grant budget items without execution of an amendment; however, the total grant award amount shall not be exceeded. No other terms or conditions of the Agreement may be adjusted absent an Amendment, and all other terms and condition shall remain the same and in full effect if an adjustment is made.

**ARTICLE 14. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, 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 Agreement.

**ARTICLE 15. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**ARTICLE 16. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts, or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

**ARTICLE 17. CHOICE OF LAW AND VENUE**

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

**ARTICLE 18. STANDARDS OF PERFORMANCE**

The Grantee shall perform the Project and activities as set forth in the application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

**ARTICLE 19. EXTRA WORK**

If applicable, and if the Department desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement, such work shall be considered extra work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the Department and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the Department.

Any such continuance of service that would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Wisconsin Legislature or the receipt of funds from the federal government.

**ARTICLE 20. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

**FISCAL TERMS AND CONDITIONS****ARTICLE 21. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the federal government for the services covered under this Agreement.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds or receipt of funds from the federal government. The Department reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds by the Legislature or federal government.

**ARTICLE 22. ALLOWABLE COSTS**

The Omni Circular Subpart E shall be complied with by the Grantee with respect to specific items and their cost allowability.

**ARTICLE 23. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

**ARTICLE 24. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the Department. The word "funds" as used in this Article does not include Program Income.

**ARTICLE 25. FINANCIAL MANAGEMENT**

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in the Attachments and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

The minimum acceptable financial records for the Project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the Project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to Project funds.

**ARTICLE 26. METHOD OF PAYMENT**

Payments are to be used exclusively for eligible costs incurred during the Performance Period of this Agreement. The Department shall make payment to the Grantee upon receipt of an invoice submitted to the following email or address:

**DOADEHCRFiscal@wisconsin.gov**

**Department of Administration  
Division of Energy, Housing & Community Resources  
Attn: Fiscal  
P. O. Box 7970  
Madison, WI 53707-7970**

Payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement in the Attachments. Invoices shall reflect eligible costs incurred by approved Budget line item, as identified in the Attachments. Invoices shall be accompanied by written documentation of eligible costs.

**Final Payment/Close-Out**

Requests for final payment of any and all funds awarded by this Agreement shall be received by the Department by the end of the Performance Period or upon termination of this Agreement unless otherwise specifically provided for in the Attachments. The State of Wisconsin is not responsible for payment of any request received outside of the aforementioned time frame, unless a valid amendment of this contract is executed.

**ARTICLE 27. LIMITATION ON COSTS**

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed the total amount for eligible costs, as identified in the Attachments. Changes to this Agreement that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

**ARTICLE 28. ELIGIBLE COSTS**

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the Department.
2. Costs only as identified in the Budget, described in the Scope of Work, as included in the Attachments are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the Department.

**ADMINISTRATIVE TERMS AND CONDITIONS****ARTICLE 29. SINGLE AUDIT REQUIREMENT**

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

**Federal Funded Awards:**

**Governmental and Non-profit Grantees**, or their assignees, that **expend** federal funds during their fiscal year shall comply with the Omni Circular Subpart F, and the State Single Audit Guidelines issued by the Department. 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 Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.*

**Governmental and Non-profit Grantees**, 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 the Department. Audit reports are due to the Department 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 the Department of Administration'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 30. RECORDS AND REPORTS**

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

**ARTICLE 31. BONDING AND INSURANCE**

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

**ARTICLE 32. EXAMINATION OF RECORDS**

The Department, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the Department 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 the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

## **SPECIAL TERMS AND CONDITIONS**

### **ARTICLE 33. COMPETITIVE PROCUREMENT PRACTICES**

The Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

### **ARTICLE 34. REASONABLE COSTS**

The Grantee shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

### **ARTICLE 35. AUDITS**

Grantee shall perform an "Agreed upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the Department and the Auditor and shall extend beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

### **ARTICLE 36. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Grantee shall require all such Representatives to read and sign a non-disclosure statement, and shall be responsible for the breach of this Agreement by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

#### **Definitions**

"Confidential Information" means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's



DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

#### **ARTICLE 37. LOBBYING**

Program funds may not be used to influence federal contracting or financial transactions.

#### **ARTICLE 38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding the Grantee's applications for these funds been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding the Grantee's applications for these funds had one or more public transactions (federal, state, or local) terminated for cause or default.

#### **ARTICLE 39. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by the Attachments. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

#### **ARTICLE 40. PATENT INFRINGEMENT**

If the Grantee is selling or providing for use articles to the State of Wisconsin, the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, the Grantee guarantees that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees to pay all costs, damages, and profits recoverable in any such suit.

#### **ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE**

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registrations and/or exhibit/booth space, if requested.

**ATTACHMENT A****SCOPE OF WORK**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement shall take precedence.

**1. Scope of Work:**

Oak Meadows Senior Affordable Rental Units:

- CDBG funds will be used to convert an existing vacant building into 55 units of senior rental housing.
- 51% of the units will be reserved for households with incomes at or below 80% CMI and rents for these units will be at or below HUD's published Fair Market Rent determined by bedroom size.
- Affordability period will be no less than five years and will be secured by deed restriction and/or forgivable mortgage.

**2. Time Table:**

Due Date	Activity
<b>Prior to Construction and Acquisition</b>	<ul style="list-style-type: none"> <li>• Execute Grant Agreement.</li> <li>• Establish record keeping system.</li> <li>• Establish financial management system.</li> <li>• Procure engineering and administrative services, if contracting with third-party firm(s) for these services.</li> <li>• Submit draft or executed grant administration contract to DEHCR CDBG Project Representative for review, if contracting with a third-party for grant administration.</li> <li>• Enter into the grant administration contract, if contracting with a third-party for grant administration.</li> <li>• Complete Environmental Report and obtain official approval from DEHCR Environmental Desk. Submit copy of approval from DEHCR Environmental Desk to DEHCR CDBG Project Representative.</li> <li>• Submit "Notice of Acquisition/Relocation to DEHCR" form (if applicable)</li> <li>• Complete acquisition and relocation requirements for property purchase, easement(s), etc., if applicable to project.</li> <li>• Obtain federal Davis-Bacon wage rates if federal labor standards are applicable to project.</li> <li>• Complete Record of Wage Decision Selection Form prior to bidding if federal labor standards are applicable to project; and submit to DEHCR CDBG Project Representative for review.</li> <li>• Prepare and solicit construction and/or demolition related bids, if applicable.</li> <li>• Check for wage decision updates prior to bid opening and inform potential bidders of updates if federal labor standards are applicable to project.</li> <li>• Submit Notice of Contractor Award form(s) for prime contract(s) awarded, if applicable.</li> <li>• Submit detailed bid tabulation summary to DEHCR CDBG Project Representative, if applicable.</li> </ul>

	<ul style="list-style-type: none"> <li>• Obtain all necessary permits.</li> <li>• Hold pre-construction meeting (pre-construction meeting is optional but strongly recommended). Submit meeting minutes/notes to DEHCR CDBG Project Representative, if a pre-construction meeting was held.</li> </ul>
<b>December 31, 2021</b>	<ul style="list-style-type: none"> <li>• Begin Construction or Acquisition. Document and report progress and/or delays to DOA.</li> </ul>
<b>January 15, 2022</b>	<ul style="list-style-type: none"> <li>• Submit Single Audit Statement for CY2021 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2022, whichever date is <i>earlier</i>).</li> </ul>
<b>March 25, 2022</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual CDBG Project Data Report for the period of October 1, 2021 through March 31, 2022 [reporting activities from September 10, 2021 through March 31, 2022], unless notified by DEHCR CDBG Project Representative of another submission date.</li> </ul>
<b>April 15, 2022</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual Narrative Report and supporting documentation for the period of October 1, 2021 through March 31, 2022 [reporting activities from September 10, 2021 through March 31, 2022] . Reporting must follow the guidance provided in the CDBG Implementation Handbook.</li> <li>• Report Fair Housing Actions completed (in the Fair Housing section of the Semi-Annual Report Summary Narrative) and submit supporting documentation to DEHCR.</li> </ul>
<b>June 30, 2022</b>	<ul style="list-style-type: none"> <li>• Conduct second Public Hearing to report project progress to, and receive input from, local community regarding the CDBG project.</li> </ul>
<b>September 25, 2022</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual CDBG Project Data Report for the period of April 1, 2022 through September 30, 2022, unless notified by DEHCR CDBG Project Representative of another submission date.</li> </ul>
<b>September 30, 2022</b>	<ul style="list-style-type: none"> <li>• Complete all Fair Housing Actions described in the attachments of the Grant Agreement.</li> <li>• Complete Single Audit and submit Single Audit Report for CY2021 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2022, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if the Grantee was required to complete a Single Audit for CY2021. Reporting must follow the guidance provided in the CDBG Implementation Handbook.</li> </ul>
<b>October 15, 2022</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual Narrative Report and supporting documentation to DEHCR CDBG Project Representative for the period of April 1, 2022 through September 30, 2022. Reporting must follow the guidance provided in the CDBG Implementation Handbook.</li> </ul>

	<ul style="list-style-type: none"> <li>• Report Fair Housing Actions completed (in the Fair Housing Section of the Semi-Annual Summary Narrative Report) and submit supporting documentation to DEHCR CDBG Project Representative.</li> <li>• Report status of second Public Hearing completion (in the 2<sup>nd</sup> Citizen Participation Public Hearing section of the Semi-Annual Report Summary Narrative) and submit second Public Hearing meeting notice, attendance list, and minutes to DEHCR CDBG Project Representative.</li> </ul>
<b>December 31, 2022</b>	<ul style="list-style-type: none"> <li>• Complete all Construction.</li> <li>• End of Construction Period. <i>No construction expenses incurred after this date.</i></li> </ul>
<b>January 15, 2023</b>	<ul style="list-style-type: none"> <li>• Submit Single Audit Statement for CY2022 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2023, whichever date is <i>earlier</i>).</li> </ul>
<b>March 1, 2023</b>	<ul style="list-style-type: none"> <li>• Submit Final Payment Request and supporting documents.</li> <li>• All units must be leased up.</li> <li>• Submit Project Completion Report and supporting documents, including the Final Summary Narrative and supporting documents for the period of October 1, 2023 through March 1, 2023 (with Project Completion Report). Reporting must follow the guidance provided in the CDBG Implementation Handbook.</li> <li>• Submit Residential Housing Completion Report and supporting beneficiary documentation for the project.</li> <li>• Grantee shall maintain records to verify the project is meeting Low- and Moderate-Income (LMI) affordability requirements for at least five years. This documentation must be available upon request by the Department or the U.S. Department of Housing and Urban Development.</li> </ul>
<b>Within 60 Days of Receipt of Final CDBG Payment</b>	<ul style="list-style-type: none"> <li>• Submit Financial Certification of Completion and supporting documents (as listed on the Financial Certification form).</li> </ul>
<b>September 30, 2023</b>	<ul style="list-style-type: none"> <li>• Complete Single Audit and submit Single Audit Report for CY2022 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2023, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if the Grantee was required to complete a Single Audit for CY2022. Reporting must follow the guidance provided in the CDBG Implementation Handbook.</li> </ul>
<b>January 15, 2024</b>	<ul style="list-style-type: none"> <li>• Submit Single Audit Statement for CY2023 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2024, whichever date is <i>earlier</i>).</li> </ul>
<b>September 30, 2024</b>	<ul style="list-style-type: none"> <li>• Complete Single Audit and submit Single Audit Report for CY2023 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2024, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if the Grantee was required to complete a Single Audit for CY2023. Reporting must follow the guidance provided in the CDBG Implementation Handbook.</li> </ul>

**ATTACHMENT B****BUDGET**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement, shall take precedence.

<b>Project</b>	<b>CDBG Award Assistance</b>	<b>CDBG Award Administration</b>	<b>Grantee Match Amount</b>	<b>Total</b>
Oak Meadows Senior Living Facility Rental Project	\$1,500,000	\$22,500	\$8,429,848	<b>\$9,952,348</b>

**Grantee Match:**

No minimum match amount is required for the Grantee to be eligible for the total CDBG award.

**Engineering/Architectural Costs:**

No CDBG funds will be used for engineering/architectural costs. All engineering/architectural costs will be borne by the Grantee.

**Administrative Costs:**

Eligible administration costs for the purposes of this Agreement to be paid with CDBG funding shall not exceed the amount designated on the CDBG Payment Request Form. Any administration costs exceeding the designated amount shall be borne by the Grantee.

**ATTACHMENT C****SOURCE OF FUNDS**

**Program Name:** The United States Government, through The Supportive Housing Program (SHP) is authorized by Title IV, Subtitle C, of the Stewart B. McKinney Homeless Assistance Act (McKinney Act), 42 U. S. C. 11381-11389. This Contract is governed by the statutes and regulations pertaining to the HUD Supportive Housing Grant Program at 24 CFR part 583 and any subsequent amendments or changes.

**CFDA #:** The CFDA Number for the CDBG Program is 14.228

**Federal Award Identification Number (FAIN):** B-21-DC-55-0001

**Federal Award Date:** 09/07/2021

**Total Amount of the Federal Award:** \$24,201,451

**Amount of Federal Funds Obligated by this Award:** (See budget amount)

**Funding Source:**

The funds awarded under this Contract have been encumbered by the federal Supportive Housing Grant Program and are subject to the continued availability of funding from the U. S. Department of Housing and Urban Development.

**The contact information for the federal awarding official is:**

Renee Ryles  
Director, CPD

U.S. Department of Housing and Urban Development  
Midwest Milwaukee Field Office  
310 West Wisconsin Avenue, Suite 950  
Milwaukee, WI 53203-2289

Phone: 202-402-4609

Fax: 414-935-6779

**The contact information for the pass-thru agency official is:**

Susan Brown, Division Administrator

Department of Administration  
Division of Energy, Housing & Community Resources  
101 E. Wilson Street  
Madison, WI 53707

Phone: 608-266-2035

[Susan.Brown@wisconsin.gov](mailto:Susan.Brown@wisconsin.gov)

**ATTACHMENT D****METHOD OF PAYMENT****CDBG Funds:**

CDBG funds awarded through this Agreement shall be released upon submission of required reporting. Request for final payment of any and all funds awarded by this Agreement, including Project and administrative funds, must be received by the Department as set forth in the Time Table in the Attachments. If the cost of making payments to eligible CDBG Grantees under this and other outstanding CDBG Agreements exceeds the total amount appropriated by HUD, the Department, in its sole discretion, may:

1. Prorate and reduce the amount payable to the Grantee hereunder;
2. Terminate this Agreement under the Articles.

10% of the total grant award, up to a maximum of \$25,000, will be withheld from disbursement until the Grantee successfully completes the Project and submits Project Completion documentation. The Department must approve the Project Completion report for the Project to be considered complete.

Upon receipt by the Department of all CDBG program required working documents, Grantee may request CDBG funds.

The Department is not responsible for Grantee's disbursement of funds to contractors, sub-grantees and/or other creditors.

**Project Funds:**

Project funds will be disbursed pursuant to the Budget described in the Attachments. The Grantee is responsible for requesting all payments as described in Financial Management chapter of the Department's Program Implementation Handbook.

**Administrative Funds:**

CDBG administrative funds are to be disbursed pursuant to the Budget described in the Attachments and according to the procedures in the Department's Program Implementation Handbook.

**Matching Funds:**

The Grantee shall provide sufficient funds to ensure that the Grantee Match requirement is met, as established in the Budget for the work described in the Scope of Work in the Attachments. Costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement cannot be claimed as Grantee Match. It shall be considered an event of default if the Department determines the Grantee has not satisfied the Grantee Match funds requirement. The Department may require repayment in an amount determined by the Department in order to bring the Grantee into compliance with the Grantee Match requirement.

## ATTACHMENT E

### REPORTING REQUIREMENTS

The Grantee agrees to follow the reporting procedures of the Department as specified in the most recently published Program Implementation Handbook and 24 CFR 570, and any subsequent revisions including but not limited to:

**Reporting:**

The Reporting shall be in the form as described in the Program Implementation Handbook.

**Semi-Annual Report:**

Semi-Annual Reports for the reporting periods of April 1<sup>st</sup> through September 30<sup>th</sup> and October 1<sup>st</sup> through March 31<sup>st</sup> shall be submitted during the Grant Agreement Performance Period and are due per the Grant Agreement Time Table in the Attachments.

**Single Audit Report:**

The Grantee shall submit a Single Audit Statement letter advising the Department of whether or not a Single Audit will be performed. The Single Audit Statement letter shall be submitted each calendar year during the Performance Period and until the Grant Agreement has been closed, and due per the Grant Agreement Time Table in the Attachments. If a Single Audit is required for a calendar year, then the Single Audit Report shall be submitted for the year, due per the Grant Agreement Time Table in the Attachments.

**Section 3 Report:**

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents and for low- or very-low income businesses in connection with projects and activities in their communities. The Semi-Annual Section 3 Report and Annual Section 3 Report are due per the Grant Agreement Time Table in the Attachments.

**Labor Standards Report:**

The U.S. Department of Labor (USDOL) requires federal agencies administering programs subject to Davis-Bacon and Related Act (DBRA) and Contract Work Hours and Safety Standards Act (CWHSSA) to furnish a Semi-annual Labor Standards Enforcement Report, even if the number of hours worked for the reporting period are equal to zero. The report is due per the Grant Agreement Time Table in the Attachments.

**Equal Opportunity Reports:**

Two types of reports are required for equal opportunity reporting compliance:

- Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Report
- Fair Housing Report

The reports are due per the Grant Agreement Time Table in the Attachments.

### RENTAL UNITS REPORTING

Owners of renter-occupied housing units rehabilitated or created under this program must annually verify that 51% of the units are rented to LMI households during the affordability period. LMI is defined as annual household income at or below 80% of the CMI. Owners must verify that the rent being charged for these units do not exceed the HUD published Fair Market Rent (FMR) for the area/county. Grantees are responsible for ensuring compliance and maintaining records for the entire affordability period.

**Employee Self-Certification Report:**

For CDBG projects that require job creation and/or retention by a Business, reporting of jobs created and/or retained by the Business is required. The Employee Self-Certification Report and supporting documents are due per the Grant Agreement Time Table in the Attachments.



**Client Income Certification Report:**

For CDBG projects that require client income certifications for clients receiving services, a Client Income Certification Report is required. The Client Income Certification Report and supporting documents are due per the Grant Agreement Time Table in the Attachments.

**Project Completion Report:**

Project Completion Report must be submitted no later than 60 days after the end of Construction Completion as defined in the Attachments of this Agreement. The report shall be in the format designated by the Department and include a summary of program performance compared to program goals for the total Performance Period and use of program income.

**Additional Reports and Information:**

The Department reserves the right to amend and require additional information or reports as needed.

## **ATTACHMENT F**

### **PROGRAM RULES**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, and these Program Rules, these Program Rules shall take precedent.

The Grantee shall comply with the Program Rules as follows:

#### **1. DEPARTMENT POLICIES AND PROCEDURES**

The Grantee agrees to follow policies and procedures of the Department including but not limited to the most recently published Program Implementation Handbook and 24 CFR 570, and any subsequent amendments or changes.

The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the CDBG Program.

In the event of a conflict between Department policies and procedures and 24 CFR 570, the Department, in its discretion, shall determine which Department policies and procedures or parts of Department policies and procedures apply.

#### **2. FAIR HOUSING**

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

The Grantee will accomplish the following three Fair Housing activities, as specified in the Grantee's CDBG application and response to the pre-agreement letter, to further Fair Housing throughout the distribution area according to Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- Enact, strengthen, or advertise a local fair housing law.
- Have the local governing body or chief elected official publicly endorse the principle of fair housing and of adherence to the fair housing law in the form of a proclamation, resolution, or similar publicized statement of importance.
- Display a fair housing poster or provide fair housing information at an appropriate public place.

These activities must be completed no later than the due date in the Grant Agreement Time Table in the Attachments. Failure to complete the activities will result in suspension of funds until the activities are completed.

#### **3. AMENDMENT**

The Grantee understands that the Department will not entertain a request for an Agreement amendment within 30 days of the end of this Agreement.

#### **4. ADMINISTRATIVE STAFF**

The Grantee shall maintain a staff sufficient to administer the CDBG activities. All records shall be kept at the Grantee's official location or at the office of the contract grant administrator during the period of the Agreement. However, at completion of the Project all records shall be in the possession of the Grantee and maintained at the Grantee's official location. All subcontracts for the administration of this Agreement must be submitted to the Department for review prior to execution.

**5. MONITORING**

The Grantee will be monitored at least once during the Performance Period of the Agreement. Grantees may be monitored on-site at the Grantee's office or the Grantee will be asked to submit their files to the Department for a desk monitoring session.

**6. ENVIRONMENTAL PROTECTION**

The Grantee's chief executive officer shall assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR 58. The Grantee and its chief executive officer hereby consent to the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities. The Grantee shall comply with the terms in the Environmental Review section of the Program Implementation Handbook.

**7. LABOR STANDARDS**

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276a-5, the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, and other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Program Implementation Handbook.

**8. ACQUISITION/RELOCATION**

The Grantee shall:

- Comply with Ch. 32, Wis. Stats., and related administrative rules issued by the Wisconsin Department of Administration.
- Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the Wisconsin Department of Transportation Implementing Instructions related to 49 CFR Part 24.
- Refer to the Acquisition and Relocation section of the Program Implementation Handbook for further requirements.
- Develop and comply with the Residential Displacement and Relocation Plan certification pursuant to Section 104(d)(1) of the HCDA.
- Provide certification of protection of individuals to engage in non-violent civil rights demonstration pursuant to Section 104(1) of the HCDA.
- Provide all applicable certifications under Section 106(d)(7) of the HCDA.

**9. ACQUISITION AND DISPOSITION OF PROPERTY AND EQUIPMENT**

The Grantee shall comply with the Procurement Policy section of the Program Implementation Handbook and account for any tangible personal property acquired with CDBG funds. All proceeds derived from the disposition of real property acquired with CDBG funds shall be treated as Program Income as described within this Agreement.

**10. LOBBYING**

The Grantee shall comply with Section 319 of Public Law 101-102 and 24 CFR Part 87. The Grantee shall maintain a file containing signed copies of 24 CFR 87, Appendix A, 'Certification Regarding Lobbying', and 24 CFR 87, Appendix B, 'Disclosure of Lobbying Activities' for all contracts, if applicable.

**11. RECORD KEEPING**

The Grantee must maintain all documentation relative to the Project and program requirements specified in this Agreement, Implementation Handbook, Code of Federal Regulations, Wisconsin Statutes, and other pertinent requirements. In general, records are to be retained indefinitely until notified by the DOA that the records may be disposed of, unless there is litigation, claims, negotiations, or other actions involving the records, which started before the notification has been received from DOA. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or until receipt of DOA disposal notification, whichever is longer.

Representatives of the State of Wisconsin, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of a sub recipient to make audits, examinations, excerpts, and transcripts. (24 CFR 85.10 (e) and 84.53 (e)).

## **12. PROGRAM INCOME**

Program Income means gross income received by the Grantee directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source. If at any time changes in the use of Program Income are considered, the Grantee shall submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee shall return the Program Income balance and any additional Program Income accrued to the State by January 31 of the following year.

## **13. FAILURE TO PERFORM**

The Department shall require repayment for failure to perform, including, but not limited to, any failure to meet any HUD national objective.