

DCDHS – COUNTY OF DANE
Community Development Block Grant (CDBG) Agreement
(Federal Labor Standards)

Project Name: _____
CDBG Block Grant Number: B-10-UC-55-0003
Grantee: County of Dane
Subrecipient: _____
Subrecipient's Address: _____
DUNS: _____
CFDA: 14.218
Agreement No. _____
Agreement Begin Date: _____
Agreement Expiration Date: _____
Authority: RES. RES. 117, 2009-2010
Maximum Cost: _____
Purchase Order No: _____
Number of Pages: _____
Corporation Counsel Approval: _____

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "County"), whose address is 1202 Northport Dr., Madison, WI 53704, and _____ (hereafter, "SUBRECIPIENT").
This Agreement is effective as of _____ and after it is signed by all parties.

W I T N E S E T H :

WHEREAS COUNTY has applied for and received Community Development Block Grant (hereinafter called "CDBG") Funds, from the United States Department of Housing and Urban Development (hereinafter called "HUD") as provided by the Housing and Community Development Act of 1974, as amended; and

WHEREAS it is the intent of this Agreement that all services performed pursuant to this Agreement will be performed only in those municipalities that are participating in the Urban County Partnership, SUBRECIPIENT being either one such participating municipality or a nonprofit organization providing services in a participating municipality; and

WHEREAS SUBRECIPIENT has heretofore agreed with COUNTY to participate with COUNTY in an application for CDBG funds to carry out the Housing and Community Development goals identified in the HUD-approved Dane County Consolidated Plan, 2010 - 2014; and

WHEREAS COUNTY has considered and approved the application of SUBRECIPIENT and hereby agrees to distribute a portion of the total CDBG funds allotted to COUNTY, based upon COUNTY and participating municipalities' population, with a portion distributed to SUBRECIPIENT being an amount and upon the conditions provided herein; and

WHEREAS COUNTY and SUBRECIPIENT enter into this Agreement pursuant to their respective powers to enter into such Agreements, as those powers are defined in the State of Wisconsin Constitution and applicable statutes.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and SUBRECIPIENT do agree as follows:

I. TERM

The term of this Agreement shall commence as of the Agreement Begin Date and shall end as of the Agreement Expiration Date, both of which are set forth on page one (1) hereof. SUBRECIPIENT shall complete its service obligations under this Agreement not later than the Agreement Expiration Date. COUNTY shall not be liable for any services performed by SUBRECIPIENT other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as state above for all services.

II. SERVICES

- A. SUBRECIPIENT agrees to provide the services detailed in the attached Schedule A, which is fully incorporated herein by reference.
- B. SUBRECIPIENT shall furnish the services contained in and comply with the performance and productivity requirements contained in the Schedule A and "Program Summary" document, if attached hereto.
- C. SUBRECIPIENT agrees to cooperate with departments, agencies, employees, and officers of COUNTY and HUD in providing the services described herein.
- D. SUBRECIPIENT agrees to secure at SUBRECIPIENT'S own expense all personnel necessary to carry out SUBRECIPIENT'S obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY. SUBRECIPIENT shall ensure SUBRECIPIENT'S personnel are instructed that they will not have any contractual relationship with COUNTY. COUNTY shall not participate in or have any authority over any aspect of SUBRECIPIENT'S personnel policies and practices, and shall not be liable for actions arising from such policies and practices.
- E. SUBRECIPIENT warrants that is has complied with all necessary requirements to do business in the State of Wisconsin, and that the persons executing this Agreement on its behalf are authorized to do so.
- F. SUBRECIPIENT shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and/or SUBRECIPIENT'S legal status. For a partnership, the term "registered agent" shall mean a general partner.
- G. SUBRECIPIENT understands that time is of the essence.
- H. Unless, specified differently herein, a SUBRECIPIENT shall maintain a consistent volume of service delivery throughout the months of this Agreement as determined by the COUNTY.

SECTION A
(Non-Discrimination)

III. NON-DISCRIMINATION

- A. During the term of this Agreement, SUBRECIPIENT agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military force of the United States, or political beliefs against any persons, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, selection for training including apprenticeship, rates of pay, and any other form of compensation of level of service(s).
- B. SUBRECIPIENT agrees to post in conspicuous places, available to all employees, service recipients, and applicants for employment and services, notices setting forth the provisions of paragraph A., above. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- C. SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and which provide that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.
- D. SUBRECIPIENT agrees to comply with section 109 of the Housing and Community Development Act of 1974 which provides that no person shall, on the grounds of race, color, national origin sex, age or handicap be excluded from participation in, denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Act.
- E. SUBRECIPIENT agrees to incorporate the foregoing requirements in all bids and subcontracts.
- F. SUBRECIPIENT agrees and authorizes COUNTY's CDBG Office and HUD to conduct on-site reviews, examine personnel and employment records and conduct any other procedures or practices to assure compliance with these provisions.

IV. AFFIRMATIVE ACTION

- A. If SUBRECIPIENT has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, SUBRECIPIENT shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY.
- B. SUBRECIPIENT shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office and shall report annually the number of persons, by race, ethnicity, gender,

and disability status, who apply for employment and, similarly classified, the number hired and the number rejected.

- C. SUBRECIPIENT agrees to furnish all information and reports required by COUNTY's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with chapter 19, D.C. Ords., and the provisions of this Agreement.

V. AFFIRMATIVELY FURTHERING FAIR HOUSING

- A. SUBRECIPIENT agrees to comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, including the Fair Housing Amendments Act of 1988 (P.L. 100-430), which prohibits discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin and requires that HUD programs be administered in a manner that affirmatively promotes fair housing. Subrecipient further agrees to comply with Executive Order 11063, as amended by Executive Order 12892 and s. 106.50 Wis. Stats and any subsequent relevant laws and amendments.

VI. AMERICANS WITH DISABILITIES ACT COMPLIANCE

- A. SUBRECIPIENT agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973 the Americans with Disabilities Act of 1990 and the Architectural Barriers Act of 1968, as amended, which provide that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds and that buildings or facilities that are altered, constructed or designed with federal funds comply with federal standards for accessibility. Subrecipient further agrees to comply with the requirements of Wisconsin Statutes §§111.321 and 111.34, and Chapter 19 of the Dane County Code of Ordinances. SUBRECIPIENT agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- B. SUBRECIPIENT shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. SUBRECIPIENT agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, SUBRECIPIENT agrees to offer "programmatically accessible" to recipients (real or potential) of said services and programs (e.g. change time/location of service).
- C. SUBRECIPIENT agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. SUBRECIPIENT agrees to refrain from the use of family members or friends as language interpreters unless specifically requested by the consumer and after a qualified agency interpreter has been offered. SUBRECIPIENT agrees to train staff in human relations techniques and sensitivity to persons with disabilities.. SUBRECIPIENT agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in SUBRECIPIENT's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. SUBRECIPIENT agrees that it will train

its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in SUBRECIPIENT's programs and services.

VII. BILINGUAL SERVICES FOR THOSE WITH LIMITED ENGLISH PROFICIENCY

SUBRECIPIENT agrees to maintain comprehensive policies to address the needs of employees and clients with limited English proficiency. SUBRECIPIENT agrees that it will employ staff with bilingual or special foreign language translation skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. SUBRECIPIENT agrees to refrain from the use of family members or friends as language interpreters unless specifically requested by the consumer and after a qualified agency interpreter has been offered. SUBRECIPIENT will provide, free of charge, all documents necessary to its clients' meaningful participation in SUBRECIPIENT's programs and services in alternative languages appropriate to the needs of the client population. SUBRECIPIENT agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in SUBRECIPIENT's programs and services.

VIII. CIVIL RIGHTS COMPLIANCE

- A. If SUBRECIPIENT has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the SUBRECIPIENT shall submit to the COUNTY a current Civil Rights Compliance Plan (CRC) for meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. SUBRECIPIENT shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. SUBRECIPIENT shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Subrecipients who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts under paragraph (20) below. If SUBRECIPIENT submits a CRC/AA Plan to the State of Wisconsin that covers the services purchased by Dane County, a verification of acceptance by the State of SUBRECIPIENT'S Plan is sufficient.
- B. SUBRECIPIENT agrees to comply with the COUNTY's civil rights compliance policies and procedures. SUBRECIPIENT agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the SUBRECIPIENT. SUBRECIPIENT agrees to furnish all information and reports required by the COUNTY and HUD as they relate to affirmative action and non-discrimination. The SUBRECIPIENT further agrees to cooperate with the COUNTY in developing, implementing, and monitoring corrective action plan that result from any reviews.

- C. SUBRECIPIENT shall post the Equal Opportunity Policy, the name of the SUBRECIPIENT's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients, and employees. SUBRECIPIENT shall supply to the Dane County Contract Compliance Office upon request, a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. SUBRECIPIENT shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance Officer when such announcements are issued.
- E. If SUBRECIPIENT is a government entity having its own compliance plan, SUBRECIPIENT's plan shall govern SUBRECIPIENT's activities.

IX. EQUAL BENEFITS REQUIREMENT

SUBRECIPIENT shall comply with section 25.016 of the Dane County Code of Ordinances by providing the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot be reasonably provided. SUBRECIPIENT agrees to make available for inspection by COUNTY the SUBRECIPIENT's payroll records relating to employees providing services under this agreement. If SUBRECIPIENT's payroll contains any false, misleading or fraudulent information, or if SUBRECIPIENT fails to comply with the provision of s.25.016, D.C. Ords., COUNTY's contract compliance officer may withhold payments, terminate, cancel, or suspend the agreement in whole or in part, or after a due process hearing, deny SUBRECIPIENT the right to participate in bidding on future county contracts for a period of one year after a first violation is found and for a period of three years after a second or subsequent violation is found.

X. EQUAL OPPORTUNITY NOTICE

In all solicitations for employment placed by or on SUBRECIPIENT's behalf during the term of this Agreement, SUBRECIPIENT shall include a statement to the effect that SUBRECIPIENT is an "Equal Opportunity Employer."

XI. MINORITY, WOMEN'S, LOCAL, AND SMALL BUSINESS ENTERPRISES

- A. SUBRECIPIENT agrees to comply with Executive Orders 11625 and 12432 (concerning Minority Business Enterprise) and 12138 (concerning Women's Business Enterprise), and of 24 CFR 85.36.
- B. Accordingly, SUBRECIPIENT hereby agrees to take affirmative steps to assure that women and minority businesses, small businesses, and local businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
 - 1. Including qualified women's business enterprises and small and minority and local businesses on solicitation lists;
 - 2. Assuring that women's enterprises and small and minority and local businesses are solicited whenever they are potential sources;

3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority businesses, local businesses, and women's business enterprises;
4. Where the requirement permits, establishing delivery schedules which will encourage the participation by women's business enterprises and local and small and minority businesses.

XII. PARTICIPATION IN HUD PROGRAMS BY FAITH-BASED ORGANIZATIONS

SUBRECIPIENT agrees to comply with the requirements of the regulations at Title 24 CFR Part 570.200 (j), to:

- A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the federal government nor a State of local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- B. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- C. A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- D. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- E. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this Agreement. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in the use of the property during the term of the grant, is subject to

government-wide regulations governing real property disposition (24 CFR parts 84 and 88).

- F. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

SECTION B (General Terms)

XIII. ANTI-LOBBYING

SUBRECIPIENT certifies that to the best of its knowledge and belief:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or 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 Agreement, SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- C. SUBRECIPIENT will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in all of the contracts that it enters into in order to complete the work required by this Agreement and all said contractors shall certify and disclose accordingly.

XIV. ASSIGNMENT AND TRANSFER

SUBRECIPIENT shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of COUNTY, unless otherwise provided herein. Claims for money due to SUBRECIPIENT from COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without COUNTY consent, if and only if, the instrument of the assignment provides that the right of the assignee in and to any amounts due or to become due to SUBRECIPIENT shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. SUBRECIPIENT shall furnish COUNTY with notice of any such assignment or transfer.

XV. CONFIDENTIALITY

- A. SUBRECIPIENT agrees to comply with all pertinent Federal and State statutes, rules, regulations, and county ordinances related to confidentiality. Further, COUNTY and SUBRECIPIENT agree that:
1. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
 2. SUBRECIPIENT knows and understands that it is not entitled to any client specific information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of service to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.
 3. Upon request from COUNTY and/or HUD, client specific information, shall be exchanged between SUBRECIPIENT and COUNTY and/or HUD consistent with applicable federal and state statutes, for the following purposes:
 - a. Mandated reporting to HUD;
 - b. Meeting HUD monitoring requirements;
 - c. Fiscal and program audits and evaluations.
 4. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability. The SUBRECIPIENT agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the SUBRECIPIENT provides or purchases with funds provided under this contract.

XVI. CONFLICT OF INTEREST

SUBRECIPIENT agrees to comply with the provisions of 24 CFR §§ 84.42, 85.36 and 570.611 and. § 946.13 Wis. Stats. regarding conflict of interest, as well as, the ethics requirements for local public officials set forth in §19.59 Wis. Stat. These provisions include, but are not limited to, the following:

- A. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by federal funds.
- B. The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected or appointed official (or an immediate family member of, business partner of or any organization that employs or is about to employ any of the aforementioned) of the SUBRECIPIENT, the COUNTY, or of any designated public agency, receiving funds under this Agreement.
- C. In the procurement of supplies, equipment, construction, and services, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
- D. In all cases not governed by 24 CFR 85.36 and 24 CFR 85.42, the provisions of 24 CFR 570.611 shall apply. These cases include the acquisition and disposition of real property and the provision of assistance by the COUNTY and SUBRECIPIENT to individuals, businesses, and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation).

- E. No persons described in paragraph (A) above who exercise or have exercised any functions or responsibilities, including but not limited to decision making responsibility with respect to CDBG activities assisted under this Agreement, or who are in a position to gain inside information with regard to such activities, may obtain a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

XVII. DELIVERY OF NOTICES

Notices, bills, invoices, and records required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth in this Agreement. Any party changing its address shall notify the other party in writing within five (5) business days.

XVIII. DISPLACEMENT, RELOCATION, AND ACQUISITION

SUBRECIPIENT agrees to comply with the provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and its regulations at 49 CFR Part 24; Department of Housing and Urban Development (HUD) regulations 24 CFR 570.606; Sec. 32.185 through 32.29, Wis. Stats.; and Ch. COMM 202 of Wisconsin Administrative Codes.

XIX. DISPUTE RESOLUTION

- A. **Good faith efforts.** In the event of a dispute between SUBRECIPIENT and COUNTY involving the interpretation or application of the contents of this Agreement, SUBRECIPIENT and COUNTY agree to make good faith efforts to resolve grievances informally.

- B. **Formal procedure.** In the event informal resolution is not achieved, COUNTY and SUBRECIPIENT shall follow the following procedure to resolve all disputes:

Step 1: SUBRECIPIENT's Chief Executive Officer shall present a description of the dispute and SUBRECIPIENT's position, in writing, to COUNTY's Division Manager within fifteen (15) working days of gaining knowledge of the issue. The description shall cite the provision or provisions of this Agreement that are in dispute and shall present all available factual information supporting SUBRECIPIENT's position. Failure to timely provide said document constitutes a waiver of SUBRECIPIENT's right to dispute the item.

Step 2: Both parties shall designate representatives, who shall attempt to reach a mutually satisfactory resolution within the fifteen (15) working days after mailing of the written notice.

Step 3: If resolution is not reached in Step 2, COUNTY's Division Manager shall provide by mail and in writing, an initial decision. Said decision shall be binding until and unless a different decision is reached as outlined below.

Step 4: SUBRECIPIENT's Chief Executive Officer or equivalent may request a review of the initial decision by mailing a written request to County's Human Services Director within fifteen (15) working days of the receipt of the initial decision. Failure to timely provide said request constitutes a waiver of SUBRECIPIENT's right to dispute the item.

Step 5: COUNTY's Human Services Director shall respond to the request for review by mailing a final written decision to SUBRECIPIENT within fifteen (15) working days of receipt of the request.

Step 6: SUBRECIPIENT's Chief Executive Officer or equivalent may request a review by the County Executive of the final decision by mailing said request within fifteen (15) working days of the postmarked date of the final decision. Failure to timely provide said request constitutes a waiver of SUBRECIPIENT's right to dispute the item.

Step 7: The County Executive shall provide a final decision by mailing it to SUBRECIPIENT within fifteen (15) working days following the postmarked date of the request for a review. The decision of the County Executive is final and binding on the parties.

C. Client Grievance Procedure.

1. SUBRECIPIENT shall have a written client grievance procedure approved by COUNTY, posted in its service area, at all times during the term of this Agreement.
2. Where Clients may be entitled to an administrative hearing concerning eligibility, SUBRECIPIENT will cooperate with COUNTY in providing notice of said eligibility to clients.

XX. DRUG FREE WORKPLACE

SUBRECIPIENT agrees it will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about –
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A;
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the grant, the employee will –
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the COUNTY in writing, within ten calendar days after receiving notice under subparagraph D(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a

central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph D(ii), with respect to any employee who is so convicted –
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

XXI. ENVIRONMENTAL REVIEW REGULATIONS

The COUNTY may not commit HUD assistance funds under this Agreement until it has complied with the environmental review regulations at 24 CFR Part 58. The COUNTY's environmental review shall include, but not be limited to, ascertaining the project's effect on: noise, thermal, and man-made hazards; historic properties; floodplains; and air and water pollution.

In fulfillment of the above:

- A. The COUNTY will conduct an environmental review to ascertain the environmental status of the project and the types of procedures (the conditions), if any, the SUBRECIPIENT must follow in order to comply with the intent of the National Environmental Policy Act of 1969, and applicable Federal and City regulations.
- B. The COUNTY will not release funds for projects that require an Environmental Assessment or an Environmental Impact Statement, nor will the SUBRECIPIENT obligate HUD funds on the project until the COUNTY has obtained a certification for the release of funds from HUD. The COUNTY will notify the SUBRECIPIENT of such a certification and will outline either within Schedule A of this Agreement, or in a subsequent written communication, the conditions, if any, for environmental compliance.
- C. The SUBRECIPIENT agrees to notify the COUNTY CDBG Program of newly discovered conditions or changes in the project which would affect the status of the project in regard to applicable federal and COUNTY regulations.
- D. The SUBRECIPIENT will allow inspection of the project by the COUNTY or its agents and shall fully cooperate with the COUNTY.

XXII. GRANT CLOSEOUT

The SUBRECIPIENT's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income. SUBRECIPIENT understands and acknowledges that all reporting requirements survive the expiration of this Agreement.

XXIII. INDEMNIFICATION BY SUBRECIPIENT

- A. SUBRECIPIENT shall indemnify, hold harmless, and defend COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses with COUNTY, its officers, employees, agencies, boards, commission, and representatives may sustain, incur, or be required to pay by reason of SUBRECIPIENT furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees, or representatives. The obligations of SUBRECIPIENT under this paragraph shall survive the expiration or termination of this Agreement.
- B. Except as provided herein, it is understood that COUNTY assumes no control over SUBRECIPIENT's business operations, methods, or procedures. SUBRECIPIENT shall indemnify, hold harmless, and defend COUNTY against any and all loss, including attorney fees, arising from any aspect of SUBRECIPIENT's personnel policies or practices.

XXIV. INSURANCE

- A. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees, and representatives under the indemnity provisions of paragraph XXV below, SUBRECIPIENT shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage for professional service or where applicable), issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided therein in the amounts of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, SUBRECIPIENT shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If SUBRECIPIENT's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state the *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date. SUBRECIPIENT shall maintain coverage for the duration of this Agreement and for six (6) years following completion of this Agreement. SUBRECIPIENT shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that SUBRECIPIENT shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either SUBRECIPIENT or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by SUBRECIPIENT. In the event any action, suit, or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to SUBRECIPIENT and shall cooperate with SUBRECIPIENT's attorneys in the defense of the action, suit, or other proceeding. SUBRECIPIENT shall furnish evidence of adequate Worker's Compensation Insurance.

- B. In case of any sublet of work under this Agreement, SUBRECIPIENT shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of SUBRECIPIENT.
- C. COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

XXV. LEAD-BASED PAINT

SUBRECIPIENT will comply with the provisions of the Lead-Based Poisoning Prevention Act 42 USC 3535 (d), 4821 and 4851, and its implementing regulations in 24 CFR §§570.608 and Part 35, as well as, State and local laws regarding lead paint. State of Wisconsin Code HFS 163 applies to any person performing, supervising, or offering to perform or supervise a lead-based paint activity involving housing or a child-occupied facility constructed prior to 1978 (unless the property is occupied by the elderly or the disabled or is a zero-bedroom dwelling unit.) These standards in part require certification of all inspectors, supervisors, and workers by DHFS; a person certified as a supervisor of lead hazard reduction must be on the site at all times when work designed to reduce lead-based paint hazards is being performed and must have his/her certification card on the premises; and that the supervisor of the lead hazard reduction work notify Wisconsin DHFS a minimum of 10 days prior to commencing the work.

XXVI. LICENSE, CERTIFICATION, AND STANDARD COMPLIANCE

- A. **Service Standards.** SUBRECIPIENT agrees to meet State and Federal service standards as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- B. **Licenses and Certifications.** Where required by law, SUBRECIPIENT must, at all times, be licensed or certified by either the State or County as a qualified provider of the services purchased herein. SUBRECIPIENT shall submit copies of the required licenses or certifications upon request by COUNTY.
- C. **County Standard.** Where the SUBRECIPIENT is not certified, licensed, or otherwise regulated, and COUNTY wants to apply a specific set of standards to SUBRECIPIENT, the same are specified in this Agreement.
- D. **Background Checks.** SUBRECIPIENT agrees to do background checks for all employees having regular contacts with children, elderly or vulnerable adults.
- E. **Notification.** SUBRECIPIENT shall notify the COUNTY promptly, in writing, if it is unable to comply with any of the above State or Federal requirements.

XXVII. LIVING WAGE

- A. SUBRECIPIENT agrees to pay all workers employed by the SUBRECIPIENT in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015 (1) (f), Dane County Ordinances. SUBRECIPIENT agrees to make available to COUNTY inspection SUBRECIPIENT's

payroll records relating to employees providing services on or under this Agreement or subcontract.

- B. If any payroll records of SUBRECIPIENT contain any false, misleading, or fraudulent information, or if SUBRECIPIENT fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel, or suspend the Agreement in whole or in part, or, after a due process hearing deny SUBRECIPIENT the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. SUBRECIPIENT agrees to submit a certification as required in section 25.015 of the Dane County Code of Ordinances.
- D. SUBRECIPIENT agrees to display COUNTY's current living wage poster in a prominent place where it can easily be seen and read by persons employed by SUBRECIPIENT.
- E. SUBRECIPIENT shall ensure that any subcontractors conform with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - i. When the Maximum Cost of the Agreement is less than \$5,000;
 - ii. When the SUBRECIPIENT is a school district, a municipality, or other unit of government;
 - iii. When the County is purchasing residential services at an established per bed rate;
 - iv. When employees are persons with disabilities working in employment programs and the Subrecipient holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than minimum wage;
 - v. When an individual receives compensation for providing services to a family member;
 - vi. When employees are student interns;
 - vii. When the Subrecipient meets any other criteria for exemption outlined in section 25.015 (1) (d) of the Dane County Code of Ordinances;
 - viii. Where the Agreement is funded by a government agency requiring a different living wage, the higher wage requirements shall prevail.

XXVIII. MONITORING

- A. Unless a violation of State, Federal or local law is alleged, COUNTY will give no less than ten (10) working days notice before a review or monitoring procedure. SUBRECIPIENT agrees to submit to such monitoring by COUNTY as the COUNTY may request during the existence of this Agreement. Monitoring will be directed toward any program performance, financial performance, and regulatory performance, including but not limited to: Agreement compliance, certification status,

financial expenditures, reporting requirements, units of service provided, Affirmative Action Plan, Civil Rights Compliance Plan, American Disability Act Compliance, on-site visits by COUNTY staff and/or county board members, or both, interview with program beneficiaries, interviews with direct service and management personnel. The State and/or Federal government may also conduct review in connection with their oversight functions. SUBRECIPIENT agrees to cooperate with COUNTY, State, and Federal governments in these reviews.

- B. SUBRECIPIENT agrees to cooperate with the COUNTY in resolving any findings or concerns resulting from the monitoring within the timelines specified by the COUNTY.

XXIX. NO WAIVER OF RIGHT OF RECOVERY

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any such default by SUBRECIPIENT. The making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

XXX. PENALTIES

- A. SUBRECIPIENT shall provide immediate notice in the event that it will be unable to meet any deadline, including deadlines for filing reports, set by COUNTY. Concurrent with notification, SUBRECIPIENT shall submit either a request for an alternative deadline or optional courses of action of both. COUNTY may grant or deny the request. COUNTY has the prerogative to withhold payment to SUBRECIPIENT upon denial of request or until any condition set by COUNTY is met. In the case of contracts that have been renewed or continued from a previous contractual period, COUNTY may withhold payment in the current period for failures that occurred in a previous period.
- B. If COUNTY is liable for damages sustained as a result of breach of this Agreement by SUBRECIPIENT, COUNTY may withhold payments to SUBRECIPIENT as set off against said damages.
- C. If, through any act or failure of action by SUBRECIPIENT, COUNTY is required to refund money to a funding source or granting agency, SUBRECIPIENT shall pay to COUNTY within ten (10) working days any such amount, along with any interest and penalties.

XXXI. PROHIBITION AGAINST POLITICAL ACTIVITIES

Per Title 24 Part 570.207 (a)(3), CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organization have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

XXXII. RECORDS

- A. **Public Access to Program Records.** In accordance with 24 CFR 570.508, the SUBRECIPIENT shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.
- B. **Open Records Requests.** SUBRECIPIENT agrees to assist COUNTY in promptly fulfilling or answering any open records request, in the manner determined by COUNTY, of a record not protected by a law requiring confidentiality, that SUBRECIPIENT keeps or maintains on behalf of COUNTY.
- C. **Examination of Records.** Documents related to this Agreement shall be made available for review by the COUNTY and/or HUD during normal business hours.

The COUNTY and/or HUD shall have access to all records related to this Agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe, and copy on the SUBRECIPIENT'S premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, the SUBRECIPIENT shall provide copies in such form as may be requested by the COUNTY and/or HUD.

- D. **Records Retention.** SUBRECIPIENTS that are governmental entities (including public agencies) must comply with the following section of 24 CFR Part 85 'Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments', Section 85.42, 'Retention and access requirements for records' except that the period shall be four years.

SUBRECIPIENTS, except those that are governmental entities, shall comply with the following provision of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR Part 84, 'Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profits Organizations,' Section 84.53 (b), 'Retention and access requirements for records.' Section 84.53 (b) applies with the following exceptions: (A) The retention period referenced in Sec. 84.53 (b) pertaining to individual CDBG activities shall be four years; and (B) The retention period starts from the date of submission of the annual performance and evaluation report (CAPER), as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award.

XXXIII. RENEGOTIATION

- A. This Agreement or any part thereof, may be renegotiated at the option of the COUNTY in the case of: 1) increased or decreased volume of services; 2) changes required by Federal or State law or regulations or court action; 3) cancellation, increase, or decrease in funding; 4) changes in service needs identified by COUNTY; 5) SUBRECIPIENT's failure to provide services purchased in specified timeframes; or 6) upon any mutual agreement. SUBRECIPIENT agrees to renegotiate in good faith if COUNTY exercises this option.
- B. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by COUNTY and SUBRECIPIENT.
- C. Changes to the units of service purchased under this Agreement pursuant to renegotiation shall be reflected by amendment to the Program Summary.

- D. If SUBRECIPIENT refuses to renegotiate in good faith as required by this section, COUNTY may terminate the contract.

XXXIV. REVERSION OF ASSETS

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.505, as applicable, which include but are not limited to the following:

- A. Upon the expiration of this Agreement, the SUBRECIPIENT shall transfer to the COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.
- B. Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be either:
 - 1. Used to meet one of the national objectives in 24 CFR Part 507.208 until five years after expiration of this Agreement, or for such longer period of time as determined appropriate by the COUNTY; or
 - 2. If not used in accordance with XI, B, i of this Agreement, the SUBRECIPIENT shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXXV. SECTION 3 OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968

If the maximum cost of this Agreement exceeds \$200,000 and the services purchased hereby are for housing rehabilitation, housing construction, or other public construction, such as the construction of homeless shelters and transitional living quarters, SUBRECIPIENT agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and the implementing regulations found at 24 CFR Part 135 (Part 135). Section 3 and Part 35 require recipients of over \$200,000 in HUD assistance, and their contractors and subcontractors that receive more than \$100,000 in HUD assistance, to make an effort to recruit low-income people for job openings and recruit businesses that provide economic assistance to low-income people.

- A. SUBRECIPIENT certifies that they are under no contractual or other impediment which would prevent them from complying with the Part 135 regulations.
- B. SUBRECIPIENT shall comply with the following Section 3 requirements and include the following clauses in every contract or subcontract in excess of \$100,000 for work performed in connection with this Agreement:

1. The work to be performed under this contract (subcontract) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (Section 3). See 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic activities generated by certain HUD assistance and HUD assisted projects shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly those who are recipients of government housing assistance and to businesses that provide economic assistance to low and very low income persons.
2. SUBRECIPIENT and its contractors (subcontractors) agree to comply with HUD's regulations found at 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. SUBRECIPIENT and its contractors (subcontractors) agree to send to each labor organization or workers' representative with which it has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of SUBRECIPIENT'S and its contractor's (subcontractor's) commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
4. SUBRECIPIENT and its contractors (subcontractors) agree to take appropriate action, as required by Section 3 and Part 135, upon a finding that any of its contractors (subcontractors) is in violation of Section 3 or Part 135. SUBRECIPIENT and its contractors (subcontractors) will not contract with any other party if SUBRECIPIENT or its contractor (subcontractor) has notice or knowledge that party has been found in violation of the Part 135 regulations.
5. SUBRECIPIENT and its contractors (subcontractors) certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT and its contractor (subcontractor) is selected but before this Agreement or a SUBRECIPIENT'S contract (subcontract) is executed, and (2) with persons other than those to whom the regulations of Part 135 require employment opportunities to be directed, were not filled to circumvent the parties obligations under Part 135.
6. SUBRECIPIENT and its contractors (subcontractors) acknowledge that non-compliance with the regulations set forth in Part 135 may result in sanctions, termination of this Agreement and/or the SUBRECIPIENT'S contract (subcontract) for default, and debarment from future HUD-assisted contracts.

XXXVI. TERMINATION, SUSPENSION, AND/OR MODIFICATION

- A. Either Party may terminate this Agreement, for any reason, at any time upon 90 days written notice.
- B. In accordance with 24 CFR 85.43, suspension or termination may occur if the SUBRECIPIENT materially fails to comply with any term of the Agreement and the Agreement may be terminated for convenience in accordance with 24 CFR 85.44.
- C. Failure of SUBRECIPIENT to fulfill any of its obligations under Agreement in a timely manner or violation by SUBRECIPIENT of any covenants or stipulations contained in this Agreement shall constitute grounds for COUNTY to terminate this Agreement upon ten (10) days written notice of the effective date of termination.
- D. The following shall constitute grounds for immediate termination:
 - i. Violation by SUBRECIPIENT of any State, Federal, or local law or failure by SUBRECIPIENT to comply with any applicable State and Federal service standards as expressed by applicable statutes, rules, and regulations.
 - ii. Failure by SUBRECIPIENT to carry applicable licenses or certifications as required by law.
 - iii. Failure of SUBRECIPIENT to comply with reporting requirements contained herein.
 - iv. Inability of SUBRECIPIENT to perform the work provided for herein.
 - v. Exposure of a program beneficiary to immediate danger when interacting with SUBRECIPIENT.
- E. In the event of cancellation or reduction of State, Federal, or County funding upon which COUNTY relies to fulfill its obligations under this Agreement, SUBRECIPIENT agrees and understands that COUNTY may take any of the following actions:
 - i. COUNTY may terminate this Agreement, upon thirty (30) days written notice.
 - ii. COUNTY may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
 - iii. COUNTY may reduce funding to SUBRECIPIENT upon thirty (30) days written notice. If COUNTY opts to reduce funding under this provision, COUNTY may, after consultation between SUBRECIPIENT and COUNTY's contract manager or designee, specify the manner in which SUBRECIPIENT accomplishes said reduction, including, but not limited to, directing SUBRECIPIENT to reduce expenditures on designated goods, services, and/or costs.

XXXVII. USE OF REAL PROPERTY

The use of real property under this Agreement shall be in compliance with the requirements of 24 CFR 570.502, 570.503, and 570.505, as applicable, which include but are not limited to the following:

- A. The standards described in this section apply to real property within the SUBRECIPIENT's control which was acquired or improved in whole or in part using

CDBG funds (including CDBG funds provided to the SUBRECIPIENT in the form of a loan) in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after the closeout of the grant from which the assistance to the property was provided.

- B. A SUBRECIPIENT may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the SUBRECIPIENT provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed changed and either:
 - i. The new use of such property qualifies as meeting one of the national objectives in 24 CFR 570.208 and is not a building for the general conduct of government; or
 - ii. The requirements in paragraph C of this section are met.
- C. If the SUBRECIPIENT determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph B. i. of this section, it may retain or dispose of the property for the changed use if the COUNTY's CDBG Program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to the property.

XXXVIII. MISCELLANEOUS PROVISIONS

- A. **Choice Of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- B. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where SUBRECIPIENT intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, SUBRECIPIENT shall first obtain the written permission of COUNTY; and further, SUBRECIPIENT shall ensure that it requires of its subcontractor the same obligations incurred by SUBRECIPIENT under this Agreement.
- C. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- D. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- E. **County Logo.** SUBRECIPIENT agrees to display the COUNTY CDBG logo in its waiting rooms and incorporate the logo in all SUBRECIPIENT publications and stationery that pertain to services funded by COUNTY. Costs associated with display of the logo are the responsibility of COUNTY.

- F. **Patents and Inventions.** SUBRECIPIENT may elect to retain the entire right, title and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR 401. In the event any invention results from work performed jointly by SUBRECIPIENT and COUNTY, the invention(s) shall be jointly owned.
- G. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.

SECTION C (Financial Terms)

XXXIX. ADMINISTRATIVE COST CEILING

- A. **Administrative Cost Ceiling.** SUBRECIPIENT agrees to keep administrative costs for each program at or below the percentage approved by COUNTY. The approved administrative cost is that percentage most recently approved by COUNTY, whether governed by this year's contract or by a previous year's contract. No variance in excess of the approved administrative percentage will be allowed unless approved by COUNTY in advance and in writing. In no event will COUNTY approve an administrative cost percentage in excess of 0%.

XL. AUDITS

- A. SUBRECIPIENTS that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular A-128, 'Audits of State and Local Governments' implemented at 24 CFR Part 44.
- B. SUBRECIPIENTS except SUBRECIPIENTS that are governmental entities, shall comply with the requirements and standards of OMB Circular A-133, 'Audits of Institutions of Higher Education and Other Non-Profit Institutions.'
- C. SUBRECIPIENTS that expend \$500,000 or more in total Federal financial assistance in a year are responsible for obtaining an independent audit in accordance with the Single Audit Act of 1984 and OMB Circular A-133 as referenced at 24 CFR 84.26 AND 85.26. Federal financial assistance means assistance provided directly by a federal agency to a recipient or subrecipient or through a recipient to a subrecipient to carry out a program or activity. Such assistance may be in the form of: grants, loans, contracts, cooperative agreements, loan guarantees, property, interest subsidies, insurance, direct appropriations, and other non-cash assistance. The computation of the total of such assistance includes all Federal funds received by the entire entity, and not just the department or division receiving the CDBG funding.
- D. SUBRECIPIENTS, that receive funding through the COUNTY over \$100,000, shall submit a copy of its annual audit to COUNTY within 180 days of the end of its fiscal year. The audit shall be performed by an independent certified public accountant and shall be conducted in accordance with the applicable state and federal regulations and guidelines, including, but not limited to: OMB Circular A-133, the State of Wisconsin's Provider Agency Audit Guide, and the State of Wisconsin's Allowable Cost Policy Manual.
1. The audit shall include the following items:
 - a. The auditor's opinion on the financial statements.
 - b. A supplementary schedule identifying expenses and revenues by funding source and by program. This schedule shall be presented in worksheet format with programs and funding sources as columns, revenues and expenses as line items, with expenditures reflected by category (i.e., Personnel, Operating, Space, Special Costs, and Other Expenses) as allocated between "administrative" and "program" categories, and an excess or deficit computed at the foot of each column.

- c. For each program funded by COUNTY, a supplementary schedule in the form of a final expense report as prescribed by COUNTY.
 - d. The auditor's opinion on the supplementary schedules.
 - e. The auditor's opinion as to whether the schedule of expenditures of Federal awards is presented fairly in relation to the financial statements as a whole.
 - f. A report on compliance containing: an opinion as to whether each major Federal program was being administered in compliance with applicable laws and regulations; a statement of positive assurance for those items tested; negative assurance for those items not tested; a summary of all instances of non-compliance; and identification of total amounts questioned.
 - g. A Schedule of Questioned Costs, if any.
 - h. The auditor's Report on Internal Control.
 - i. The auditor's Letter to Management.
 - j. The auditor's Summary of Audit Results.
2. COUNTY shall identify in writing to SUBRECIPIENT those findings or recommendations in the audit which shall require a written response and plan of corrective action by SUBRECIPIENT.
 3. Where the Agreement period and SUBRECIPIENT's fiscal year do not coincide, the audit shall include a bridging schedule by program identifying expenses to the Agreement period. "By program" means that the bridging schedule must show each program individually.
 4. COUNTY shall accept its allocated share of the audit cost as indicated in the approved budget. COUNTY shall comment on the audit in writing to PROVIDER within 180 days of when the audit is due or received whichever is later.
- E. Audits must be conducted on an annual basis.
- F. In arranging for audit services, SUBRECIPIENTS must follow the procurement requirements in 24 CFR 85.36 or 24 CFR 84.41-48, as applicable. Small audit firms and audits firms owned and controlled by minorities or women must have the maximum practicable opportunity to participate in audit contracts.

XLI. BOND

- A. At all times during the term of this Agreement SUBRECIPIENT shall maintain an employee dishonesty bond in an amount sufficient to hold SUBRECIPIENT harmless in the event of employee fraud or defalcation. Such bond shall insure SUBRECIPIENT against the loss of funds provided through this Agreement and the loss of client funds to which SUBRECIPIENT or its employees has access through the services provided through this Agreement. SUBRECIPIENT shall furnish evidence of having met this requirement upon request by COUNTY.
- B. SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

XLII. BUDGET AND PERSONNEL SCHEDULES

Programs paid under the unit of service reimbursement method of payment shall be exempt from the requirements of this section.

1. For each program funded by COUNTY, SUBRECIPIENT shall prepare a program budget and supporting personnel schedule and submit it to COUNTY for approval within 56 days after entering this agreement. SUBRECIPIENT agrees to submit its program budgets and personnel schedules on forms provided by COUNTY and according to guidelines provided by COUNTY. Program budgets and personnel schedules shall be considered approved when signed by both SUBRECIPIENT and COUNTY. Upon approval by COUNTY, both the program budget and personnel schedule shall be made a part of this Agreement.
2. Variances in any program account category (categories are: Personnel, Capital, Operating, Space, Special Costs, and Other Expense) in excess of \$5,000.00 or 10%, whichever is less, shall not be allowed unless SUBRECIPIENT obtains prior written approval of COUNTY.
3. Funds allocated to each program must be used as allocated in accordance with the approved program budget and may not be transferred between programs without the advanced written agreement of COUNTY.
4. If there is a change in program funding under this Agreement, SUBRECIPIENT shall submit a revised budget and personnel schedule, unless waived in writing by COUNTY.
5. In performing services required under this Agreement, SUBRECIPIENT shall not exceed either the approved program budget or the staffing level indicated in the approved personnel schedule.

XLIII. FINANCIAL MANAGEMENT

- A. SUBRECIPIENTS that are governmental entities (including public agencies) shall comply with the requirements and standards of 24 CFR 570.502, 24 CFR Part 570.610, OMB Circular No. A-87, 'Cost Principles for State, Local, and Indian Tribal Governments,' OMB Circular A-128 'Audits of State and Local Governments' implemented at 24 CFR Part 44, and the applicable portions of 24 CFR Part 85 'Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments' or the related CDBG provision, as specified in 24 CFR Part 570.502.
- B. SUBRECIPIENTS, except SUBRECIPIENTS that are governmental entities, shall comply with the requirements and standards of 24 CFR 570.502, 24 CFR Part 570.610, OMB Circular A-122, 'Cost Principles for Non-Profit Organizations,' or OMB Circular A-21 'Cost Principles for Educational Institutions,' as applicable, and OMB Circular A-133, 'Audits of Institutions of Higher Education and Other Non-Profit Institutions' as set forth in 24 CFR Part 45. Such SUBRECIPIENTS shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR Part 84, 'Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations) or the related CDBG provision specified in 24 CFR 570.502.

XLIV. NOTICE OF FINANCIAL INSTABILITY

SUBRECIPIENT shall give COUNTY immediate notice of any of the following events:

1. That SUBRECIPIENT is unable to meet its financial obligations to its employees, to the state or federal government, or to any creditor.
2. That SUBRECIPIENT had written a check drawn on insufficient funds.
3. That SUBRECIPIENT has received notice that it has been sued or that a lawsuit against SUBRECIPIENT is pending.
4. That SUBRECIPIENT has filed a bankruptcy action.
5. That SUBRECIPIENT has sustained or will sustain a loss for which it has insufficient financial resources.
6. Any other event that impedes SUBRECIPIENT's ability to perform under this agreement.

XLV. PAYMENT

A. Method Of Payment

SUBRECIPIENT shall be paid for its services as indicated below.

1. *Cost-Based Reimbursement:* Expenses incurred by SUBRECIPIENT and approved by COUNTY shall be reimbursed by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following program:

2. *Unit of Service Reimbursement:* Units of service provided shall be paid by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY'S Unit of Service Reimbursement Voucher or a monthly billing statement and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following program:

B. Alternate Method of Payment. Notwithstanding the agreed upon method of payment stated above, COUNTY may at its option refuse to advance all or part of any unearned payment otherwise due to SUBRECIPIENT if COUNTY reasonably suspects any of the following:

1. SUBRECIPIENT has mismanaged any funds provided by COUNTY.
2. Funds in SUBRECIPIENT's possession are at risk of being seized by SUBRECIPIENT's creditors or other adverse interest.
3. SUBRECIPIENT appears incapable of maintaining itself as a going concern.

C. Total Payment.

The total amount to be paid to SUBRECIPIENT under this Agreement shall not exceed the Maximum Cost shown on page one. Drawdowns for the payment of eligible

expenses shall be made against the line item budgets specified in Schedule B herein and in accordance with performance.

XLVI. PROCUREMENT STANDARDS

- A. SUBRECIPIENT will comply with the procurement standards under 24 CFR 85.36 for governmental subrecipients and 24 CFR 84.40-48 for subrecipients that are non-profit organizations including the requirements for bonding in procurement.
- B. SUBRECIPIENT is the responsible authority, without recourse to HUD or the COUNTY regarding the settlement of all contractual and administrative issues arising out of the procurement entered in support of the award or other agreement.
- C. SUBRECIPIENT shall conduct all procurement in a manner to provide to the maximum extent practical, open and free competition. Contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for a project,
- D. General requirements for procurement include, but are not limited to:
 - 1. SUBRECIPIENT must maintain records to detail the significant history of a procurement. These records include, but are not limited to: files on the rationale for selecting the method of procurement used, selection of the contract type, the contractor selection/rejection process, and the basis for the cost or price of a contract.
 - 2. If SUBRECIPIENT uses a list of pre-qualified vendors/contractors, the list must be current, developed through open solicitation, include adequate numbers of qualified sources, and must allow entry of other firms to qualify at any time.
 - 3. Funds under this Agreement may not be used to directly or indirectly employ, award contracts to or to otherwise engage the services of any contractor or subcontractor during any period of debarment, suspension, or placement of ineligibility status. SUBRECIPIENT will certify that all contractors and subcontractors are not listed in the federal publication that lists debarred, suspended, or ineligible contractors
 - 4. There must be written selection procedures for procurement transactions.
 - 5. SUBRECIPIENT shall not use "cost plus a percentage of cost" pricing for contracts. In addition, SUBRECIPIENT agrees to use "time and material" type contracts only after a determination is made that no other contract type is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk.
 - 6. SUBRECIPIENT shall have protest procedures in place to handle and resolve disputes relating to their procurement and in all instances report such disputes to the COUNTY.
 - 7. SUBRECIPIENT shall have a documented system of contract administration for determining the consistency of contractor performance.
 - 8. SUBRECIPIENT shall have a written code of conduct governing employees, officers, or agents engaged in the award or administration of contracts.

XLVII. PROGRAM INCOME

SUBRECIPIENT shall return to the COUNTY any program income, as defined in 24 CFR 570.500(a) ~~(b) (3)~~ which is generated as a result of this Agreement.

XLVIII. PURCHASED EQUIPMENT

Where applicable, the State of Wisconsin's Allowable Cost Policy Manual requires that any asset with an acquisition cost in excess of \$5000 be capitalized. SUBRECIPIENT shall make requests for any exceptions to this policy in writing to the appropriate Division Manager for COUNTY. These requests shall be made prior to the purchase of any such asset.

SECTION D (Recordkeeping and Reports)

XLIX. RECORDS TO BE MAINTAINED

- A. SUBRECIPIENT shall maintain all records specified in 24 CFR 570.502, 570.503()(2), and 570.506, and 24 CFR Parts 84 and 85. Records to be maintained include, but are not limited to:
1. Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location (if the activity has a geographic locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, and the regulatory provision under which the activity is eligible.
 2. Records demonstrating that each activity undertaken meets one of the national objectives for the CDBG program set forth in 24 CFR Part 570.508 and the corresponding record-keeping requirements at 570.506(b)(1)-(12).
 3. Records that demonstrate that the SUBRECIPIENT has made the determinations required as a condition of eligibility of certain activities, as prescribed in 24 CFR 570.201 (f) for interim assistance, 570.201(i)(2) for relocation, 570.201(p) for technical assistance, 570.202(b)(3) for loans to refinance existing indebtedness secured by a property being rehabilitated, 570.204 for activities carried out by CBDOs, and 570.206(f) for the preparation of applications for other Federal programs, and 570.209 for special economic development activities.
 4. Records which demonstrate compliance with 24 CFR Part 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
 5. Records which demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.
 6. Records that detail the SUBRECIPIENT'S fair housing activities and equal opportunity compliance.
 7. Financial records.
 8. Audit reports.
 9. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR Part 570, which includes, but is not limited to: labor standards; national flood insurance; employment and contracting opportunities; lead-based paint; use of debarred, suspended, or ineligible contractors or subrecipients; and conflict of interest.
- B. Records must be accurate, complete, and orderly.
- C. Representatives of the COUNTY, HUD, and the Comptroller General of the United State, or of other authorized governmental agencies have the right of access to any pertinent records of SUBRECIPIENT to make audits, examinations, excerpts, and transcripts.

L. REPORTS REQUIRED

- A. **Timeliness.** SUBRECIPIENT understands that time is of the essence with respect to all reports and agrees to make all reports in a timely manner as provided below, and agrees that if SUBRECIPIENT fails to timely submit any report due under the terms of this Agreement, COUNTY may withhold payment until such report is provided, including payment due from either a previous year or the current year.
- B. **Activity Reports.** SUBRECIPIENT shall submit monthly activity reports in a format provided by COUNTY. Reports are due on the tenth of the following month.

- C. **Affirmative Action Plan.** SUBRECIPIENT agrees to submit an Affirmative Action Plan as specified under IV.A. of this Agreement.
- D. **Audit Reports.** The audit report is to be submitted to the COUNTY within 30 days of receipt of the auditor's report by the SUBRECIPIENT as specified in Section C XL of this Agreement.
- E. **Beneficiary/Participant Reports.** SUBRECIPIENT shall submit monthly program beneficiary/participant reports in a format provided by COUNTY. Reports for January through December are due on the tenth of the following month.
- F. **Evaluation Reports.** Copies of any evaluative information obtained by SUBRECIPIENT during the year such as outside evaluation or accreditation will be submitted to COUNTY at the time received.
- G. **Expense Reports.** SUBRECIPIENT shall submit expense reports on the form provided by COUNTY. The report shall be submitted on a quarterly basis and is due no later than the 25th of the month following the end of the quarter. COUNTY may require reports more frequently upon thirty (30) day notice. Programs paid under the unit of service reimbursement method of payment shall be exempt from submitting the expense reports described in this paragraph.
- H. **Labor Standards Enforcement Report.** SUBRECIPIENT agrees to provide information to the COUNTY in a format and time dictated by the COUNTY sufficient for the COUNTY submit the Semi-Annual Labor Standards Enforcement Report to HUD.
- I. **Minority, Women, Small, and Local Business Reports.** SUBRECIPIENT agrees to submit information in a format dictated by the COUNTY sufficient to enable the COUNTY to meet its reporting requirements under 24 CFR 570.507 (c). These are due to HUD by April 30 and October 31 of each year.
- J. **Section 3 Reports.** SUBRECIPIENT agrees to provide information to the COUNTY in a format and time dictated by the COUNTY sufficient for the COUNTY to submit the Section 3 Summary Reports to HUD.
- K. **Program Income.** SUBRECIPIENT shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out under this Agreement on a monthly basis.
- L. SUBRECIPIENT understands and acknowledges that all reporting requirements survive the expiration date of this Agreement.
- M. SUBRECIPIENT agrees to assist COUNTY in meeting any other reporting requirements that may arise during the term of this Agreement.
- N. **Overpayment.** Any overpayment due COUNTY shall be paid within ten (10) working days of notification.

SECTION E

(Fair Labor Standards)

Labor Standard Provisions

The Contractor acknowledges that this project includes construction work assisted by the United States of America and shall comply with the following Federal Labor Standards Provisions applicable to such Federal assistance.

A.1. Minimum Wages.

- (i)** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (a)** Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore, only when the following criteria have been met:
 - (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2)** The classification is utilized in the area by the construction industry; and
 - (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate),

a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

A.2. Withholding.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

A.3. Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address,

and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number.) This required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division web site at: <http://www.dol.gov/esa/whd/forms.wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to a contract, but if the agency is not such a party, the contractor will submit payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 24 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.
 - (d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

A.4. Apprentices and Trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal

certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

A.5. Compliance with Copeland Act requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

A.6. Subcontracts.

The Contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decisions, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

A.7. Contract termination; debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of this contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

A.8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

A.9. Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

A.10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR

5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1.01.0 Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration..makes, utters, or publishes any statement knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

A.11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor provisions of this Contract are applicable shall be discharged or in any matter discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements.

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors

to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.
- (3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

D. Use of Volunteers

Section 955 of the National Affordable Housing Act (42 U.S.C. 1437(i) 5310 and 12 U.S.C. 1701g(c)(3)) as implemented by 24 C.F.R. Part 70, provides an exemption from the requirement to pay prevailing wage rates for volunteers utilized on projects funded by the Community Development Block Grant programs.

- (1) 24 C.F.R. §70.3(a) defines a volunteer as an individual who performs service for a public or private entity for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered, on a HUD-assisted or insured project which is subject to a requirement to pay prevailing wage rates. Individuals shall be considered volunteers only when their services are offered freely and without pressure and coercion, direct or implied from an employer.

An individual shall not be considered a volunteer if the individual is otherwise employed at anytime in the construction or maintenance work for which the individual volunteers.

24 C.F.R. §70.3(b) defines “expenses, reasonable benefits or nominal fees” and provides that HUD must determine, on a case by case basis, the type and amount of expenses, reasonable benefits, and nominal fees a contractor may pay without jeopardizing the “volunteer” status of the individual “volunteer.”

- (2) Contractor agrees to follow the procedures established by HUD and included in 24 CFR §70.4 and 70.5 for implementing prevailing wage exemptions for volunteers.
 - a. Contractors who propose to use volunteers and wish to pay the volunteer's expenses, reasonable benefits, or nominal fees shall request a written determination from HUD that these payments meet the criteria established by HUD. Contractor will provide COUNTY with a copy of HUD's written determination of the volunteer status of each said individual within ten days of the Contractor's receipt of HUD's written determination.
 - b. For a project covered by prevailing wage rate requirements in which all the work is to be done by volunteers and there are no paid construction employees, the SUBRECIPIENT shall record in the pertinent project file the name and address of the agency sponsoring the project, the HUD project number, a description of the project (location, cost, nature of the work), and the number of volunteers and the hours of work they performed. SUBRECIPIENT shall provide a copy of this documentation to the COUNTY for forwarding to HUD.

- c. For a project covered by prevailing wage rate requirements in which there is to be a mix of paid workers and volunteers, SUBRECIPIENT (the entity responsible for generating certified payrolls) shall provide COUNTY with the documentation described in paragraph (b) of this section, along with the names of the volunteers. COUNTY shall forward the documentation on to HUD.
- d. Volunteers who receive no expenses, benefits or fees described in (b) and are otherwise bona fide shall be recorded as in (b) or (c).

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR SUBRECIPIENT:

Date Signed: _____

Print Name and Title: _____

Date Signed: _____

Print Name and Title: _____

FOR COUNTY:

Date Signed: _____

LYNN M. GREEN, Director of Human Services
(when applicable)

Date Signed: _____

KATHLEEN M. FALK, County Executive
(when applicable)

Date Signed: _____

ROBERT OHLSEN, County Clerk
(when applicable)

Schedule A (Scope of Services)

ELIGIBLE ACTIVITY

Each activity funded under this Agreement must meet the eligibility requirements of Section 105 of under Title I of the Housing and Community Development Act of 1974 as amended. This activity is eligible under 24 CFR 507._____. *(Provide a further description of the services to be purchased.)*

COMPLIANCE WITH NATIONAL OBJECTIVES

Under 24 CFR 507.200 (a) (2), the COUNTY must certify that the projected use of funds under section 106 of Title I of the Housing and Community Development Act of 1974 has been developed so as to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low-and-moderate-income families or aid in the prevention or elimination of slums or blight. The projected use of funds may also include activities that the COUNTY certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.

The SUBRECIPIENT certifies that the activit(ies) carried out under this Agreement will meet the national objective under 24 CFR 507.208 of:

DESCRIPTION OF SERVICES

Needs to include the use of the funds and any restrictions on use of funds.

LOCATION/TARGET AREA OF SERVICES

TIME OF PERFORMANCE

Services provided under this Agreement shall be provided within the following time limits: January 1, 2008 - The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets,

PROJECT SCHEDULE/MILESTONES

Key Events	Date to be Completed

PERFORMANCE INDICATOR(S)

The following levels of service will be provided:

Public Service Activities

Indicator	Annual Goal
Number of people assisted.	
Of those, number of people with new access to service.	
Of those, number of persons with improved access to a service.	

Homeless Prevention

Indicator	Annual Goal
Number of people assisted.	
Of those assisted, number who received financial assistance to prevent homelessness.	
Of those assisted, number who received emergency legal assistance to prevent homelessness.	

Public Facilities

Indicator	Annual Goal	Total
Number of people assisted.		
Of those, number of people with new access to service.		
Of those, number of persons with improved access to a service.		
Number of people served by public facility that is no longer substandard.		

Commercial Façade Treatments

Indicator	Annual Goal
Number of businesses assisted.	

Direct Homebuyer Assistance - CDBG

Indicator	Annual Goal	Total
Number of homebuyer households receiving assistance.		
Number of those served who are first-time homebuyers.		
Of those, number receiving housing counseling.		
Number of households receiving downpayment assistance and/or closing cost assistance.		

PERSONS TO BE SERVED

Target Population

Eligibility Guidelines

Income Documentation Required *Use only for LMI activities excluding area benefit activities. We will use the annual income as defined under Section 8 Housing Assistance Payments Program 24 CFR 5.609.*

Marketing of Program/Service

Referral/Application Process

Capacity/Waiting List

SERVICE METHODS

Services to be Performed

How Services are to be Provided

Service Hours/Days

Length of Service

Schedule B (Budget)

Line Item	Total Activity Budget	CDBG-Funded Activity Costs
A. Personnel		
Salaries		
Taxes		
Benefits		
Subtotal Personnel		
B. Capital Costs		
Acquisition Costs		
Construction (including permits)		
Fees (architect, engineering, impact)		
Subtotal Capital		
C. Operating		
Insurance		
Professional Fees		
Audit		
Data Processing		
Postage, Office, and Program Supplies		
Equipment/Furnishings		
Depreciation		
Telephone		
Training/Conference		
Food/Household Supplies		
Auto Allowance		
Vehicle Costs		
Other 1:		
Other 2:		
Subtotal Operating		
D. Space		
Rent		
Utilities		
Maintenance		
Mortgage Interest, Depreciation		
Property Taxes		
Subtotal Space		
E. Special Costs		
Assistance to Individuals		
Subtotal Special Costs		
TOTAL		

CDBG Allowable Activity Costs

Item	Activity Related Costs
a. Activity Hard Costs	
1. These are detailed in the program standards and defined under 24 CFR 570.201, 202, 203, and 204. Depending on the activity this may include: acquisition; disposition; clearance and remediation activities; acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements; public services; homeownership assistance; economic development, etc.	X
b. Activity Personnel Costs	
2. Staff and overhead costs DIRECTLY related to carrying out the activity specified in 24 CFR 570.201-204, such as providing direct services to consumers, work specifications preparation, loan processing inspections, and other services related to assisting potential clients, owners, tenants, and homebuyers. This may include staff time spent supervising staff who are carrying out the activities specified in 24 CFR 570.201-204 when that time is spent addressing a direct consumer, service, or property issue. It does not include supervisory time spent on such functions as employee evaluations.	X
c. Related Soft Costs/Operating Costs	
3. PUBLIC SERVICES ONLY: Operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. ¹ 24 CFR 570.207 (b) (2)	X
4. Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.	X
5. Costs to process and settle the financing for a project, such as a private lender origination fees, credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorneys fees, private appraisal fees, and fees for an independent cost estimate, builders or developers fees.	X
6. Costs of a project audit	X
7. Costs to provide activity related information services, such as affirmative marketing and fair housing information to prospective homeowners and tenants.	X
8. Impact fees that are charged to all projects within Dane County.	X
9. Environmental Reviews.	X
d Relocation costs for persons displaced by the project.	
10. Relocation payments – replacement housing payments, moving expenses, and payments for reasonable out-of-pocket costs incurred in the relocation of persons.	X
11. Other relocation assistance – staff and overhead costs directly related to providing advisory and other relocation services to	X

¹ For example the use of CDBG funds to pay the allocable costs of operating and maintaining a facility used in providing a public service would be eligible under 570.201 (e), even if no other costs of providing such a service are assisted with such funds. 24 CFR 570.207 (b) (2).

Item	Activity Related Costs
persons displaced by the project, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling, and other assistance necessary to minimize hardship assistance.	