

**REDEVELOPMENT AGREEMENT
BETWEEN
CITY OF SHEBOYGAN AND
PARTNERS FOR COMMUNITY DEVELOPMENT, INC.**

THIS AGREEMENT made as of the _____ day of _____, 2023, by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, Wisconsin 53081 (hereinafter “City”) and Partners for Community Development, Inc., a Wisconsin non-stock corporation with its principal office located at 1407 S. 13th Street, Sheboygan, Wisconsin 53081 (hereinafter “Partners”).

RECITALS

WHEREAS, Partners has acquired fourteen dilapidated residential properties throughout the City via court-administered sale in Sheboygan County Case No. 16 CV 183; and,

WHEREAS, Partners intends to rehabilitate these properties in order to rent or sell to low-income families; and,

WHEREAS, the substantially deteriorated condition of these properties necessitates significant investment to bring them to a safe, comfortable, and code-compliant condition; and,

WHEREAS, the City acknowledges a shortage of housing within the community, and more specifically, a shortage of affordable housing; and,

WHEREAS, the City desires to assist Partners in their efforts to increase the community’s supply of safe, affordable housing.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the agreements, and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” or “Redevelopment Agreement” means this Agreement, as the same may be from time to time modified, amended or supplemented.

“Project” means the rehabilitation of the fourteen Properties to a safe, comfortable, lead-free and asbestos-free, code-compliant condition sufficient for use as residential dwellings.

“Properties” means the following:

- **1627 Erie Avenue:** Lot Five (5), Block Eighty-seven (87), of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.
- **1003 Georgia Avenue:** Lot One (1), Block Four (4), Assessment Subdivision No. 17, City of Sheboygan, Sheboygan County, Wisconsin.
- **1221 Georgia Avenue:** Lot Five (5), Block Two (2), Assessment Subdivision No. 19, City of Sheboygan, Sheboygan County, Wisconsin.
- **1714 Huron Avenue:** The North Thirty-three (33') feet of Lot Ten (10), Block Nineteen (19), except the West One (1') foot of the North Fifty (50') feet thereof, in the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.
- **922 Kentucky Avenue:** The East One-half (1/2) of Lot Nine (9), Block Two Hundred Sixty (260) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.
- **1603 Martin Avenue:** Lot Twenty-six (26), Zelle & Schaezter Subdivision, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.
- **1102 N. 12th Street:** The South 50 feet of Lot Twelve (12), Block Eighty (80) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.
- **1216 N. 12th Street:** The North One-quarter (1/4) of Lots Eleven (11) and Twelve (12), Block Fifty-nine (59), of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.
- **1330 N. 17th Street:** The North 37.5 feet of the East 74 feet of Lots One (1) and Two (2), Block Fifty-three (53) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.
- **3201 N. 27th Street:** Lot Thirty-one (31) and the North 20 feet of vacated Columbus Avenue adjacent, of Hillside Addition, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.
- **1307 S. 7th Street:** The South One-half (1/2) of the North Two-thirds (2/3) of Lot Six (6), Block Two Hundred Eighty-nine (289) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.
- **1510 S. 10th Street:** Lot Forty-two (42), Block Three (3), Assessment Subdivision No. 17, of the City of Sheboygan, Sheboygan County, Wisconsin.
- **1509 S. 13th Street:** Lot Eight (8), Block Six (6), of Assessment Subdivision No. 19 of the City of Sheboygan, Sheboygan County, Wisconsin.
- **1411 Wisconsin Avenue:** The West One-half (1/2) of Lot Two (2), Block One Hundred Thirty-six (136), of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project will consist of detailed inspections of each Property, demolition of interior spaces, as needed, and rehabilitation. Rehabilitation efforts will encompass all aspects of the Properties including, as necessary, foundation and structural repair. Interior and exterior surfaces will be repaired or replaced, windows will be replaced, mechanical systems will be upgraded, kitchens and bathrooms will be fully updated, and new flooring and insulation will be installed. Lead and asbestos will be abated if identified. Upon completion, each property will either be sold or rented to low-income households upon the issuance of Certificates of Occupancy.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF PARTNERS

Partners makes the following representations and warranties, which the City may rely upon in entering into this agreement with Partners and in granting all approvals, permits and licenses for the Project.

- (A) Partners is a duly organized and existing non-stock corporation in current status under the laws of the State of Wisconsin. Partners is the owner of the Properties.
- (B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Partners, and no other or further acts or proceedings of Partners are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Partners and constitute the legal, valid and binding agreement and obligation of Partners, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.
- (C) There are no lawsuits filed or pending, or to the knowledge of Partners, threatened against Partners that may in any way jeopardize the ability of Partners to perform its obligations hereunder.
- (D) Partners has or will have sufficient funds for the completion of the Project. The City acknowledges that a percentage of the total funds utilized for the Project will derive from grants yet applied for, and a payment by the City. Partners shall, from time to time upon the request of the City, provide evidence thereof satisfactory to the City. Partners shall promptly notify the City of any material adverse change in their financial condition.

ARTICLE IV. UNDERTAKINGS BY PARTNERS

4.1. Project Commencement and Completion. Partners shall commence the Project by August 1, 2023. Partners shall complete the Project within four years thereafter. Partners shall not allow tenancy in any of the Properties until the City has issued a Certificate of Occupancy for such Property. The issuance of a Certificate of Occupancy shall constitute "completion" for that property. In the event Partners determines that the cost to repair and rehabilitate a Property exceeds the cost of razing and rebuilding, Partners shall notify the City of the same. City shall have the opportunity to conduct its own assessment as to the cost of repairs. The City Building Inspector shall have the ability to authorize the razing of a Property in lieu of repairs, and in such event, Partners will pay City the repayment set forth in Section 4.5 of this Agreement.

4.2. Property Use. While owned by Partners, Partners shall not allow the Properties to be occupied for anything but low-income housing. "Low-income housing" shall mean housing offered for sale or rent to Sheboygan County residents who fall at or under 60% of the County Median Income at the time of sale or rent as determined by the U.S. Department of Housing and Urban Development To maximize the community benefit of safe, comfortable, code-compliant, low-income housing, Partners shall not sell more than four of the Properties without prior, written approval by the City. The City shall not unreasonably withhold its approval if the buyer qualifies as a low-income household or if the buyer agrees to let the property to low-income residents.

4.3. Compliance with Codes, Plans and Specifications, Etc. All activity upon and uses of the Properties shall comply with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to comply with the City codes and ordinances. All work done by or for Partners shall be in accordance with all applicable City codes and ordinances, and other applicable laws and regulations. If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Partners will, at its sole cost and expense, take such action as required to seek such approvals and permits.

4.4. Good Faith Hiring and Contracting Efforts. Partners agrees to exercise good faith in striving whenever possible to hire, retain, and contract with qualified individuals and businesses residing and/or based in the City of Sheboygan, as well as veteran- and minority-owned businesses. Partners agrees to undertake reasonable efforts to make opportunities known and available to local residents and businesses, such as advertising in publications and internet resources frequented by such residents and businesses. Notwithstanding the remainder of this Section 4.4., the parties agree that the procurement requirements set forth in Exhibit A control.

4.5. Repayment Partners agrees that all proceeds from the sale of any of the Properties shall be reinvested in low-income housing within the City. If Partners desires to sell a Property for other than low-income housing, Partners shall first notify the City and, if the City agrees to such sale, the City shall be entitled to \$10,000 for each property sold.

ARTICLE V. CITY PAYMENTS

The City agrees to pay Partners Two Hundred Thousand Dollars (\$200,000.00), which shall be understood to constitute an Affordable Housing Grant as authorized by the American Rescue Plan Act ("ARPA"). This payment is provided as part of a negotiated, lawful contract with Partners in exchange for consideration, including requirements to develop the Properties in a manner that inures to the benefit of the general public. Said payment is in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes.

ARTICLE VI. INDEMNIFICATION OF THE CITY

Partners hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or arising out of the recklessness or intentional misconduct of Partners (or other persons acting on its behalf or under its direction or control).

ARTICLE VII. ADDITIONAL PROVISIONS

7.1. Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

7.2. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

7.3. No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Partners to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

7.4. No Assignment. Partners may not assign its rights in this Agreement without the express prior written consent of the City.

7.5. No Joint Venture. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership or joint venture between or among such parties.

7.6. Obligations of City Not to Extend to Others. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

7.7. Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

7.8. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

[This portion intentionally left blank]

7.9. Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City: City of Sheboygan, Wisconsin
828 Center Ave.
Sheboygan, WI 53081
Attn: City Clerk

With a copy to:
City Attorney
City of Sheboygan, Wisconsin
828 Center Ave., Suite 206
Sheboygan, WI 53081

To Partners: Karin Kirchmeier
Partners for Community Development
1407 S 13th St.
Sheboygan, WI 53081

7.10. Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between Partners and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

7.11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

7.12. Cooperation. The City and Partners agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Properties. The City and Partners each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

7.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

7.14. Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

7.15. ARPA Funding Requirements. Recognizing that the City payment is partially funded by federal ARPA Funds, Partners agrees to be bound by the "City of Sheboygan Terms and Conditions for Contracts Funded with Federal Grants Subject to the Uniform Guidance," a copy of which is attached as Exhibit A and made a part of this Agreement by reference. This Agreement is effective only upon Partners signing the various certifications attached to the Appendix. For purposes of Exhibit A, "Partners" and "Developer" are used interchangeably.

7.16. Recording. This Agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of Partners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF SHEBOYGAN

By: _____
Ryan Sorenson, Mayor

Attest: _____
Meredith DeBruin, City Clerk

PARTNERS FOR COMMUNITY DEVELOPMENT, INC.

By: _____
Karin Kirchmeier, Executive Director

Attest: _____

**EXHIBIT A
CITY OF SHEBOYGAN**

**TERMS AND CONDITIONS FOR CONTRACTS FUNDED WITH
FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE**

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

Background and Purpose

The American Rescue Plan Act (“ARPA”) was passed in March 2021. ARPA provided \$65 billion in recovery funds for cities across the country. The City of Sheboygan (the “City”) received an allocation of recovery funds (the “ARPA funds”), and has approved the use of a portion of its ARPA funds to provide aid for affordable housing projects. In order to receive the ARPA funds, the City agreed to certain obligations. Broadly speaking, the City is required to comply with all applicable federal statutes, regulations, and executive orders, and to “provide for such compliance by other parties in any agreements it enters into with other parties relating to [the ARPA funds].”

The purpose of these Terms and Conditions to address Developer’s compliance with all applicable federal statutes, regulations, and executive orders.

1. **Developer’s Obligations.** As a condition of receiving ARPA funds from the City as part of aid for affordable housing projects, Developer agrees to comply with all applicable federal statutes, regulations, and executive orders. Developer shall disclose in writing to the City any potential conflict of interest affecting the Payment in accordance with 2 C.F.R. § 200.112. Developer shall provide any information necessary to the City in order for the City to comply with its reporting obligations related to the ARPA funds.

2. **Compliance with Statutes and Regulations.** In addition to the specific provisions in these Terms and Conditions, statutes and regulations prohibiting discrimination applicable to this contract may include, without limitation:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance

b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto
Federal regulations applicable to this contract may include, without limitation:

- 1.. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury
2. Universal Identifier and System for Award Management (SAM) (2 C.F.R. Part 25) (including the award term set forth in Appendix A to 2 C.F.R. Part 25)
3. Reporting Subaward and Executive Compensation Information (2 C.F.R. Part 170) (including the award term set forth in Appendix A to 2 C.F.R. Part 170)
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) (2 C.F.R. Part 180) (including the requirement to include a term or condition in all lower tier covered transactions)
5. Recipient Integrity and Performance Matters
6. Governmentwide Requirements for Drug-Free Workplace (31 C.F.R. Part 20)
- 7.. New Restrictions on Lobbying (31 C.F.R. Part 21)
8. Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations
9. Generally Applicable Federal Environmental Laws and Regulations

3. **Title VI Assurances.** In addition to the obligations listed above, as a condition of receiving the Payment, the Developer agrees to:

- a. Ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- b. Acknowledge that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). The Developer understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, the Developer shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The Developer understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Developer’s programs, services, and activities.

- c. Consider the need for language services for LEP persons when the Developer develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- d. Acknowledge that compliance with the Assurances is binding upon the Developer and the Developer's successors, transferees, and assignees for the period in which federal financial assistance is provided.
- e. Require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with the Assurances in this Title VI Assurances section.
- f. Comply with, and include in any contract subject to Title VI and its regulations as follows: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

4. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.

5. **Debarment and Suspension.** Developer represents and warrants that, as of the execution of this Contract, neither Developer nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Developer or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Developer shall notify City immediately. Developer's completed Vendor Debarment Certification is attached hereto and incorporated herein.

6. **Record Retention.** Developer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Developer further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Developer is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.

7. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Developer represents and warrants that in its performance under the Contract, Developer shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Developer must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Energy Efficiency.** Developer certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Developer certifies that:

10.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Developer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

10.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Developer shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

10.3. Developer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.4. Developer's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

11. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Developer must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Developer must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions

which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

12. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

13. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Developer, or any other party pertaining to any matter resulting from the Contract.

14. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Developer shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Developer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Developer is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**

15. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this is a "prime construction contract" in excess of \$2,000, Developer shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Developer is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

16. **Equal Employment Opportunity.** Developer shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

17. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Developer. If Developer is terminated for convenience by City, Developer will be paid for services actually performed or commodity actually provided.

18. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Developer shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Developer of its intent to terminate, by giving Developer prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Developer's performance, and shall give Developer thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Developer as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Developer shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

19. **Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.**

These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

20. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Developer should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

21 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

Developer shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Developer identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Developer shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

22. **Prohibitions on Discrimination.** Developer agrees to comply with the following as applicable:

22.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

22.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

22.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

22.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

22.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

22.6. Title IX of the Education Amendments of 1972 (Title IX), (20 U.S.C. 1681 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 28, which prohibits discrimination on the basis of sex in any federally funded education program or activity

23. **Financial and Program Management** As subrecipient of federal funds, Developer is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury.

23.1. Financial Management: Developer shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Developer shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Agreement shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

23.2. Audit Requirements. Developer agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Developers who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

23.3 Recipient Integrity and Performance Matters. Developer agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200

23.4 SAM.gov Requirements. Developer is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

24. **Drug-Free Workplace.** Developer acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

25. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person's personal property, Developer is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

26. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Agreement between the City of Sheboygan and the Developer, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference. To the extent the Developer is required, by this Agreement or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into any subsequent agreement, the Developer agrees to ensure that the required term is included.

27. **Hatch Act.** No personnel employed under this Agreement, shall be in any way or to any extent, engaged in the conduct of political activities in violation of 5 U.S.C. Ch. 15.

28. **Encouragement to Developer Regarding Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the City encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.