

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM



SUBRECIPIENT AGREEMENT

between
THE CITY OF SHEBOYGAN
and
SHORELINE METRO
for the **2023-2024 Program Year**



Communication and details concerning this contract shall be directed to the following contract representatives:

FOR THE CITY:

Abby E. Block, Grant Coordinator
828 Center Ave, Ste 208
Sheboygan, WI 53081
P: (920)459-3378
abby.block@sheboyganwi.gov

FOR THE SUBRECIPIENT:

Derek Muench, Director of Transit & Parking
608 S Commerce St
Sheboygan, WI 53081
(920)459-3140
derek.muench@sheboyganwi.gov

THIS AGREEMENT, entered by and between the **CITY OF SHEBOYGAN**, a Wisconsin municipal corporation (hereinafter referred to as the "**CITY**") and **SHORELINE METRO**, a public transit operator with its principal office located at **608 SOUTH COMMERCE STREET** in **SHEBOYGAN**, Wisconsin (hereinafter referred to as the "**SUBRECIPIENT.**")

WHEREAS, the CITY has available certain funds received from the U.S. Department of Housing and Urban Development for the 2023 Community Development Block Grant (CDBG) Program; and

WHEREAS, the SUBRECIPIENT desires to offer services for eligible residents in the City of Sheboygan; and

WHEREAS, one of the objectives of the Community Development Block Grant Program is to provide services to low- and moderate-income persons; and

WHEREAS, the Subrecipient is a nonprofit organization duly organized to promote and undertake community services to serve low- and moderate-income households; and

WHEREAS, the CITY is willing to make 2023 Community Development Block Grant funds available to public service agencies for the purpose of addressing priority needs identified in its 2020-2024 Consolidated Plan; and

WHEREAS, the SUBRECIPIENT agrees to assume certain responsibilities for the implementation of its CDBG-assisted activities, and certifies that it will comply with the applicable certifications contained in the Scope of Services (Section 1); Financial and Administrative Conditions (Section 2); and General Conditions (Section 3).

NOW, THEREFORE, in consideration of the recitals, covenants and agreements herein mentioned, the parties mutually agree as follows:

I. SCOPE OF SERVICES

A. STATEMENT OF WORK

The CITY has allocated funds to the SUBRECIPIENT in a sum up to **\$42,493** to support the operation of the SUBRECIPIENT'S **TRANSIT SERVICES ON WEEKNIGHTS AND SATURDAYS**.

IDIS Matrix Code: 05e

IDIS Matrix Code Description: Transportation Services

HUD Objective: Suitable Living Environment

HUD Outcome: Affordability

B. PERFORMANCE GOALS

SUBRECIPIENT plans to serve approximately **870** unduplicated clients over the course of this 12-month contract:

- **786** clients at the 0-80% AMI level; and
- **84** clients at or above the 81% AMI level

The SUBRECIPIENT will make measurable progress towards the following programmatic outcome targets:

- **Serving the mobility needs of youth, the elderly, the mobility impaired, low income households, zero- and one-vehicle households, and other transit dependent populations.**
- **Providing transportation to and from work, school, shopping and other functions.**
- **Maintaining convenient transit service during the daytime of week.**
- **Maintaining affordable fare levels for transit passengers.**

C. PERFORMANCE MONITORING

The CITY will monitor the performance of the SUBRECIPIENT against performance standards as stated above. Substandard performance as determined by the CITY will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

D. LOW-MOD INCOME BENEFIT

The SUBRECIPIENT certifies that the activities carried out under this Agreement will meet Low- or Moderate-Income Limited Clientele Eligibility (24 CFR 570.208(a)(2)(i)(B) and 24 CFR 570.506(b)(3)(iii). SUBRECIPIENT will maintain program participant files documenting that at least 51% of the beneficiaries are members of a low-and- moderate income family or belong to a presumed benefit category.

E. TIME OF PERFORMANCE

The SUBRECIPIENT agrees to provide the stated services within the specified grant term:

Beginning: April 1, 2023

Ending: March 31, 2023

F. USE OF FUNDS

EXHIBIT A

BUDGET CATEGORY	AMOUNT	DESCRIPTION
Salaries and Benefits	\$42,493.00	Bus driver salaries

TOTAL CDBG PROJECT COST: \$ 42,493.00

FINANCIAL AND ADMINISTRATIVE CONDITIONS

A. PAYMENT

Payments under this Agreement will be made by reimbursement on a quarterly basis.

B. REIMBURSEMENT

The SUBRECIPIENT shall submit its drawdown requests on a quarterly basis via Neighborly. The corresponding performance report and evidence to substantiate the draw request (properly executed payrolls, time records, invoices, vouchers or other official documentation) must be submitted with each request.

The CITY shall reimburse the SUBRECIPIENT upon receipt of the drawdown request, associated documentation and performance report for its actual, allowable costs incurred for the services identified in this Agreement, within the timeframes specified in Exhibit B.

Draw requests submitted without adequate documentation and the quarterly performance report will not be paid.

C. UNIFORM ADMINISTRATIVE REQUIREMENTS

1. Allowable costs shall mean those necessary and proper costs identified in the SUBRECIPIENT's application and approved by the CITY unless any or all such costs are disallowed by the State of Wisconsin or the United States Department of Housing and Urban Development.

The SUBRECIPIENT will, to the maximum possible extent, ensure compliance with Office of Management and Budget (OMB) Uniform Guidance, "Cost Principles, Audit and Administrative Requirements for Federal Awards" (2 CFR Part 200), which establishes principles for determining whether a nonprofit organization's costs to perform work are acceptable/allowable. To be allowed under an award, incurred costs must be:

- a. reasonable for the performance of the award,
 - b. accorded consistent treatment,
 - c. determined in accordance with generally accepted accounting principles, and
 - d. adequately documented.
2. (OMB) Uniform Guidance, in part, provide that financial management systems operated by recipients of federal assistance will provide for accurate, current, reliable, and complete disclosure of financial and accounting records relating to the use of federal dollars.

All records will identify the source and application of funds for activities, and accounting records are to be made available for audit(s) at the CITY's direction to determine the fiscal integrity of financial transactions and performances. All future procurement transactions for supplies, equipment, construction, and other services, regardless of whether negotiated or advertised, will be conducted in a manner so as to provide maximum open and free competition.

3. The SUBRECIPIENT will give the CITY, HUD, the Comptroller General, or any authorized representatives access to examine all records and documents related to the grant. Such records will be maintained for a period of at least seven (7) years after receipt of federal funds

D. BUDGET CHANGES POST-AWARD

The SUBRECIPIENT shall apply the Grant funds in accordance with the parameters outlined in the Scope of Services. If deviation from the submitted budget is anticipated, the SUBRECIPIENT will notify the Grant Coordinator to request approval from the CITY.

E. PRIORITY OF FUNDS

The SUBRECIPIENT agrees to utilize CDBG funds to supplement, rather than supplant funds otherwise available.

F. WITHHOLDING OR CANCELLATION OF FUNDS

The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. The SUBRECIPIENT agrees that CDBG funds determined by the CITY to be surplus upon completion of the Project will be subject to cancellation by the CITY. The CITY shall be relieved of any obligation for payments if CDBG funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

G. COMPLIANCE WITH REGULATIONS

All payments made under this Agreement must comply with all other applicable requirements of 2 CFR Part 200.

H. DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

The SUBRECIPIENT shall:

1. Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and ensure the same are used solely for authorized purposes.
2. Ensure that all costs are supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
3. Keep a continuing record of all Project disbursements by date, check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in the SUBRECIPIENT's accounting records and retain receipts, paid invoices and payroll records to substantiate the same.
4. Maintain payroll, financial, and expense reimbursement records for a period of seven (7) years after receipt of final payment under this Agreement.
5. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the CITY or HUD.
6. Inform the CITY concerning any allocated Grant funds that the SUBRECIPIENT anticipates will not be expended during the Agreement period, and permit reassignment of the same by the CITY to other SUBRECIPIENTS.
7. Repay to the CITY any Grant funds in its possession at the time of termination of this Agreement that may be due to the CITY or HUD.

I. DOCUMENTATION AND RECORD-KEEPING

1. Records to be Maintained

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21 28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

J. PROGRAM INCOME

The SUBRECIPIENT shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. Any Program Income generated shall be used by the SUBRECIPIENT for the Project before additional CDBG funds are disbursed to the SUBRECIPIENT per 24 CFR 570.504. By way of further limitation, the SUBRECIPIENT may use such income during the Agreement Term for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Term, unless the CITY authorizes the SUBRECIPIENT to retain those funds. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

K. PROGRAM REPORTING

The SUBRECIPIENT shall submit quarterly reports which will include the following information:

- 1. the progress made to date (or explanation of the agency’s lack of progress);
- 2. demographic and income information for those served by the SUBRECIPIENT through the CDBG program; and
- 3. a financial snapshot detailing draws, disbursements and program expenses.

Reports are to be completed in Neighborly within 15 days of the reporting period’s end. Relevant dates for the 2023 Program Year are as follows:

	QUARTER	PERIOD	DEADLINE TO SUBMIT DRAW
EXHIBIT B	1st	April 1 – June 30	July 15, 2023
	2nd	July 1 – September 30	October 15, 2023
	3rd	October 1 – December 31	January 15, 2024
	4th	January 1 – March 31	April 20, 2024

L. CLIENT DATA

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not be limited to, client name, address, income level or other basis for determining eligibility, demographic information, and description of service provided. Such information shall be made available to Grantee monitors or their designees.

III. GENERAL CONDITIONS

A. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The SUBRECIPIENT, in performance of this Agreement, agrees to comply with all applicable Federal, State and local laws and ordinances and other policies and guidelines established for the CITY of Fort Collins CDBG Program; and the rules and regulations promulgated by the U.S. Department of Housing and Urban Development, including but not limited to federal Community Development Block Grant Regulations at 24 CFR Part 570 Title II of the Cranston-Gonzales National Affordable Housing Act and all related federal regulations.

B. RETENTION

The SUBRECIPIENT shall retain all records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of seven (7) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

C. INDEPENDENT CONTRACTOR

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

D. HOLD HARMLESS

The SUBRECIPIENT shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this agreement.

E. WORKERS' COMPENSATION

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

F. INSURANCE & BONDING

The SUBRECIPIENT shall carry sufficient insurance coverage to protect assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the CITY.

G. CITY RECOGNITION

The SUBRECIPIENT shall insure recognition of the role of the CITY in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this agreement.

H. AMENDMENTS

The CITY or SUBRECIPIENT may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the CITY's governing body. Such amendments shall not invalidate this agreement, nor relieve or set aside any amendment signed by both CITY and SUBRECIPIENT.

I. FAILURE TO PERFORM

If SUBRECIPIENT fails to comply with any terms or conditions of this Agreement or to provide in any manner the activities or other performance as agreed to herein, the CITY reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the SUBRECIPIENT from incurring additional obligations of funds until the CITY is satisfied that corrective action has been taken or completed. The option to withhold CDBG funds is in addition to, and not in lieu of, the CITY's right to terminate as provided in Section J below. The CITY may consider performance under this Agreement when considering future awards.

J. SUSPENSION OR TERMINATION

In accordance with, the CITY may suspend or terminate this agreement if the SUBRECIPIENT materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement; or
4. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

This agreement may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

K. TAXPAYER IDENTIFICATION NUMBER

SUBRECIPIENT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the CITY's obligation to make payment. If the SUBRECIPIENT fails to complete and return the W-9 Form to the CITY, payment to SUBRECIPIENT may be delayed, or the CITY may, in its discretion, terminate the Contract.

L. DEBARMENT

The SUBRECIPIENT certifies that neither it, nor its principals or members, is presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any contract or covered transaction with a person who is similarly debarred or suspended from participation in any project that is Federally funded.

The SUBRECIPIENT agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200

M. PROCUREMENT

1. Compliance

The SUBRECIPIENT shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this agreement.

2. Travel

The SUBRECIPIENT shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this agreement.

N. USE AND REVERSION OF ASSETS

The use and disposition of real property and equipment under this agreement shall comply with, but not limited to, the following:

1. The SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this agreement at the time of expiration, cancellation, or termination.
2. Real property under the SUBRECIPIENT's control that was acquired or improved, in whole or in part, with funds under this agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives until five (5) years after expiration of this agreement [or such longer period of time as the CITY deems appropriate]. If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the CITY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The SUBRECIPIENT may retain real property acquired or improved under this agreement after the expiration of the five-year period [or such longer period of time as the CITY deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this agreement were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this agreement shall be
 - a. transferred to the CITY for the CDBG program or
 - b. retained after compensating the CITY [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

O. CIVIL RIGHTS

1. Compliance

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities

Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities as found in Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

P. LAND COVENANTS

This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964.) In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

Q. SECTION 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

R. AFFIRMATIVE ACTION

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246.

2. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own SUBRECIPIENTS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with

the rules, regulations and provisions stated herein.

4. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

S. EMPLOYMENT RESTRICTIONS

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

T. "SECTION 3" CLAUSE

1. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon

the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subcontractors.

Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other incapacity exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public

construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

U. ASSIGNABILITY

The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the CITY.

V. SUBCONTRACTS

1. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the CITY prior to

the execution of such agreement.

2. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

4. Selection Process

The SUBRECIPIENT shall undertake to ensure that all subcontracts assigned in performance of this agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

W. HATCH ACT

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

X. CONFLICT OF INTEREST

The SUBRECIPIENT agrees to abide by the following provisions:

1. The 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.
2. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the SUBRECIPIENT, or any designated public agency.

Y. LOBBYING

The SUBRECIPIENT hereby certifies that:

1. 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;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) will include the following statement and that all SUBRECIPIENTS shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Z. COPYRIGHT

If this contract results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

AA. RELIGIOUS ACTIVITIES

The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

BB. ENVIRONMENTAL CONDITIONS

1. Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this agreement:

- a. Clean Air Act, 42 U.S.C., 7401, et seq.;
- b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

3. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

CC. HISTORIC PRESERVATION

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

DD. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the City of Sheboygan has caused this Agreement to be executed by Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, this ____day of _____, 2023

FOR THE CITY OF SHEBOYGAN:

BY:

Ryan Sorenson, Mayor

ATTEST:

Meredith DeBruin, CITY Clerk

IN WITNESS WHEREOF, Shoreline Metro has caused this Agreement to be executed this 30 day of October, 2023.

FOR SHORELINE METRO:

BY:

Signature

Derek Muench, Director

Printed Name and Title

ATTEST:

Signature

Heather Cleveland, Transit Commission Chair

Printed Name and Title