

THIS AGREEMENT, dated the 8 of June, 2020 by and between the YMCA located at 1140 Main St, La Crosse, WI 54601 hereinafter referred to as “Grantee,” and the City of La Crosse, Wisconsin, a municipal corporation of the State of Wisconsin, having its principal office at City Hall, 400 La Crosse Street, La Crosse, Wisconsin 54601, hereinafter referred to as the “City.”

WITNESSETH:

WHEREAS, the City has funds available, including Community Development Block Grant (CDBG) funds available from the United States Department of Housing and Urban Development (HUD), authorized by Common Council for helping child care businesses respond to the negative economic impact of the coronavirus (Covid-19), ensure essential workers have access to child care services, and prevent the spread of the disease at child care facilities, pursuant to 24 CFR Part 570.203 and pursuant to the Substantial Amendment to the Consolidated Plan, as approved by Common Council on 7/9/2020; and

WHEREAS, the Grantee has applied for assistance from the Cares Grants (Child Care) Program and the City has determined that Grantee is a child care organization that requires financial assistance in order to respond to and prepare for Covid-19 and protect the health and welfare of the community; and

WHEREAS, the Grantee is eligible for assistance through the CDBG Cares Grant program because the Grantee provides child care services to low-moderate income families;

WHEREAS, the Grantee wishes to receive a grant from the City for the sum of up to Fifteen-Thousand Dollars ($15,000) to be able to stabilize their child care business due to the negative impact of Covid-19, and be able to safely provide child care services to Low-Moderate Income families; and

WHEREAS, City staff have analyzed evidence provided by Grantee, that there is no duplication of benefits from other sources of federal funds, like SBA Paycheck Protection, EIDL, Wisconsin Department of Children and Families funding; and

NOW, THEREFORE, in consideration of the mutual representations and agreements contained herein, and for other good and valuable consideration, the receipt of sufficiency whereof is hereby acknowledged, it is agreed as follows:

NOW, THEREFORE, IT IS AGREED THAT:

1. **Statements of Work, National Objective, Uses of Funds, Levels of Accomplishment, Timetable**

a. **Statement of Work**

The City will grant to the Grantee a sum up to $15,000 from 2020 Community Development Block Grant CARES Act funds for the purpose of safely providing child care services to families during Covid-19, with increased safety precautions and small group sizes, and to ensure the Grantee is able to continue to operate due to the negative impact of Covid-19 on its business.

b. **National Objective**

The activities carried out under this Agreement will meet Low- Moderate-Income Limited Clientele Eligibility 24 CFR 570.208(a)(2)(i)(B). The grantee will retain information on file on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit.

c. **Uses of Funds**

The Grantee shall use the funds to cover the cost of staff wages and benefits, which will allow for smaller class sizes and social distancing and can be reimbursed for costs since 6/8/2020, the start of the program.

d. **Performance Goals**

The Grantee agrees to provide the following levels of service:

At least 65 children will receive summer care and/or after-school care services.

e. **Timetable**

6/8/2020 Start Date

12/31/2020 End Date

2. **Grant Disbursements**

The grant will operate on a reimbursement basis. Grantee shall submit requests for draws via ZoomGrants for the expenses described under C “Uses of Funds”. The City of La Crosse shall reimburse the Grantee upon submission of a drawdown request and receiving a performance report submitted in ZoomGrants.

3. **Subrogation**

In consideration of Grantee’s of funds from the City, the Grantee hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to Grantee under this Agreement, HUD, and that are determined in the sole discretion of the City to be a duplication of benefits (“DOB”). This shall be defined as financial assistance, available to the Grantee, that can be used to pay for the costs described under Budgeted Costs for the scope of work described in this agreement that are to be paid for by this grant (CDBG-CV).

Upon receiving any proceeds from other relief programs or loan programs for this scope of work, that were not already described in the grant application, Business agrees to immediately notify the City. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

4. **Records**

The Grantee shall maintain complete records relating to this grant assistance for three (3) years and shall provide said records to the City for inspection and copying upon the City’s request. This should include record of using the funds, tracked in a separate account, and that no duplication of benefits was received. The Grantee shall provide the City with such reports and information as the City may reasonably request in order to allow the City to comply with the Regulations and any and all applicable requirements of the granting authority.

The Grantee shall also:

1. Ensure the funds are only used for authorized purposes.
2. Ensure that all costs shall be 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. The Grantee shall also keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Grantee’s accounting records.
4. Inform the City concerning any funds allocated to the Subrecipient, that the Grantee anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the City to other Subrecipients.

5. **Personnel and Participant Conditions**

The Grantee will, to the maximum possible extent, ensure compliance with regulations regarding:

1. **Civil Rights**
2. General Compliance

Title VI and Title IX of the Civil Rights Act of 1964 (Public Law 88-352)(42 U.S.C. 2003d et seq.); and implementing regulations issued at 24 CFR Part 1; as amended by Executive Order 11375 and 12086, and implementing regulations at 41 CFR Chapter 60, which prohibits discrimination in any activity receiving federal financial assistance.

1. Nondiscrimination

Title VIII of the Civil Rights Act of 1968, (Public Law 90-284)(42 U.S.C. 3601 et seq.); as amended, which prohibits discrimination in housing on the grounds of race, color, religion, national origin, sex, disability, or familial status.

Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.) which requires that no person will on the grounds of race, color, national origin or sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, (Public Law 93-112) as amended, and implementing regulations when published for effect. Said regulation provides for nondiscrimination based on disability in federally-assisted programs and activities.

1. **Employment Restrictions**
2. Prohibited Activity

The Grantee 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.

1. **Anti-Lobbying.** The Grantee certifies that to the best of its knowledge and belief:

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 a federal contract, grant, loan, or cooperative agreement.

6. **Suspension and Termination**

The Grantee further agrees that this Agreement may be terminated or suspended in the event the Grantee fails to perform any of the conditions contained herein and that the City may take appropriate and corrective action in order to insure compliance with this Agreement, including withholding payments, re-allocating funds, an order to audit the Subrecipient's books and records pertaining to its activities and the utilization of federal funds.

In the event of default or violation by the Grantee or the necessity of corrective action, the City will provide the Subrecipient, by written notice, a demand to cure default explaining the nature and extent of the default or violation. The Grantee will cure or remedy said violation or default within ten (10) days after receipt of said notice, unless a longer time is agreed upon by the parties, in writing. In case default or violation is not cured, and corrective action is not completed within ten (10) days or a longer time as may be agreed upon, this Agreement may be terminated, and the City may have whatever remedy is authorized pursuant to state, local, and federal laws, including return of any funds previously given to the Subrecipient.

**7. Electronic Signatures**

This agreement, ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party’s signature is delivered by facsimile, e-mail, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures

8. **Independent Status**

Nothing contained herein, nor any act of the City, the Subrecipient, or any other party, will be deemed or construed by any party, or by any other third person, to create any relationship with third party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving the City. The Grantee is at all times considered an independent agency and not an agency or branch of the City.

9. **Insurance**

The Subrecipient, its officers and directors, agree to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all damages to property or to persons or death of any person or persons, including employees and volunteers of the Subrecipient, and will defend, indemnify, save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind or nature, including worker's compensation claims, of or by anyone whomsoever, resulting or arising out of the operations of the Subrecipient, including operations of subcontractors, and acts or omissions of employees or agents of the Grantee or its subcontractors.

Grantee will procure and maintain, at its cost and expense, amounts of insurance that may be necessary for property protection in connection with the operations of the Subrecipient's activity. Said insurance will provide for the applicable statutory workmen's compensation liability and public liability insurance in the sum of at least $100,000. Said insurance will be maintained and in full force and effect during the term of the project. The Grantee will also provide evidence of property damage insurance if the funded activity involves physical improvements.

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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

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Timothy Kabat, Mayor Bill Soper, Chief Executive Officer

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Teri Lehrke, Clerk Jim Warren, Board President