THIS AGREEMENT, made and entered into this 22nd day of July 2020, by and between the City of La Crosse, Wisconsin, a Wisconsin municipal corporation hereinafter referred to as "City" and the Couleecap Inc., a nonprofit private corporation with its principal office at 201 Melby St, Westby, Wisconsin, 54667 hereinafter referred to as "Subrecipient."

WHEREAS, the City was awarded Community Development Block Grant Coronavirus (CDBG-CV) funding from the U.S. Department of Housing and Urban Development (HUD) made available through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, the purpose of the CDBG-CV funding is to prevent, prepare for and respond to the spread of coronavirus (COVID-19); and

WHEREAS, the Subrecipient has proposed to prevent the spread of Covid-19 by helping to house La Crosse’s homeless population, which is at-risk of spreading the coronavirus and also at high-risk to be infected by the disease, and give them support to keep them continually housed; and

WHEREAS, the Subrecipient is a nonprofit organization duly organized to promote and undertake housing services for homeless persons; and

WHEREAS, City staff have analyzed evidence provided by Subrecipient, that there is no duplication of benefits from other sources of federal funds, like ESG, SBA Paycheck Protection Program; and

WHEREAS, the City is willing to make available up to $80,000 of CDBG CARES Act funding to Subrecipient for the purpose of operating a Rapid Rehousing program for chronically homeless and unsheltered individuals; and

WHEREAS, prior to advancing funds to the Subrecipient, the U.S. Department of Housing and Urban Development and the City of La Crosse desire certain assurances as more fully set forth herein.

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 Subrecipient a sum up to $80,000 from 2020 Community Development Block Grant CARES Act funds for the purpose of providing case management services to Rapid Rehousing tenants.

Households served by this program will meet the following criteria:

1. Be at higher risk for severe illness if they contract Covid-19, as defined by the CDC (underlying medical conditions and older adults) or being at higher risk of contracting or spreading Covid-19 due to their homeless status.
2. Meet HUD’s definition of homelessness (living in shelter or on the streets).

The Subrecipient shall provide case management support to these households, to help them maintain housing for at least 12 months (after they are housed) and do not return to homelessness.

b. **National Objective**

All activities funded with CDGB funds must meet one of the CDBG program’s National Objectives: The Subrecipient certifies that the activities carried out under this Agreement will meet Low- or Moderate-Income Eligibility - 24 CFR 570.208(a)(2)(i)(A). As the Sub-recipient herby certifies that its activities solely benefit persons who are homeless, this activity is presumed to benefit low-income persons.

c. **Uses of Funds**

The CDBG funds shall be used according to the budget submitted in the grant application (below). The sub-recipient may revise its budget categories up to 10% of the total grant amount. Anything more will require approval from City staff (in writing).

|  |  |  |
| --- | --- | --- |
| **Budget Category** | **Source** | **Use** |
| Salaries and benefits (Case Manager, Program Managers, Administrative Staff) | CDBG - CV | $61,229.08 |
| Administrative Costs | CDBG - CV | $8000 |
| Travel | CDBG - CV | $525 |
| Supplies | CDBG - CV | $1000 |
| IT, data processing, phone, space | CDBG - CV | $9245.92 |
| **Sub-total** | CDBG - CV | **$*80,000*** |
| Rent and Utilities | ESG-CARES | $50,000 |
| **Total** |  | **$130,000** |

d. **Performance Goals**

The Subrecipient agrees to provide the following levels of service:

* At least 10 households will receive case management services and of those, 2 will be households with children and 8 will be single-households.
* At least 10 households will be successfully housed for at least 6 months.

e. **Timetable**

|  |  |
| --- | --- |
| **Date** | **Benchmark** |
| 7/22/2020 | Program Agreement Start Date |
| 10/31/2020 | 10 households identified, issued vouchers, and begin receiving weekly case management services to obtain housing |
| 11/31/2020 | Leases are signed for households and they continue to receive weekly case management services in-unit. This shall continue until there are successfully living independently and have identified permanent housing once the funds expire. |
| 12/31/2021 | Agreement end date. |

The length of time of this agreement of 18 months is contingent on compliance with HUD regulations for the grant term for CDBG-CV funding.

d. **Housing Quality Standards.** Housing units occupied by a household receiving rental assistance by the Subrecipient must meet the requirements set forth in 24 CFR §982.401 (HQS) or meet City minimum standards to be suitable environment for safe and healthy living. City staff will be allowed to accompany an HQS Inspection performed by the Subrecipient. A copy of the HSQ inspection will be maintained on file by the Subrecipient.

2. **Payments**

Drawdowns for the payment of eligible expenses shall be made against the budget categories specified below and in accordance with performance. Payments can be made monthly, shall be made on at least a quarterly basis, the deadlines are as follows:

1. Grant period July - September- Deadline October 15, 2020
2. Grant period October- December- Deadline January 15, 2021
3. Grant Period January- March- Deadline April 15, 2021
4. April-June- Deadline June 15, 2021
5. July final report- Deadline August 15, 2021

The Sub-recipient shall submit its drawdown request via **ZoomGrants** and keep all evidence of the nature and propriety of the charge on file. The sub-recipient should only expend funds budgeted for in its grant application. The sub-recipient shall submit evidence to the City of properly executed payrolls, time records, invoices, vouchers or other official documentation for each drawdown request via **ZoomGrants**. The sub-recipient must also maintain a financial management system in accordance with the standards specified in 24 CFR 84.21.

The City of La Crosse shall reimburse the Subrecipient upon submission of a drawdown request. The Common Council must approve all requests for payment per State Statute, therefore reimbursement will be processed the second (2nd) Thursday of the month. Allowable payments are those necessary and proper costs identified by the Subrecipient’s application and approved by the City Council, unless any or all costs are disallowed by the City of La Crosse or HUD. All costs must be incurred within the above timetable.

3. **Subrogation**

In consideration of Subrecipient’s funds from the City, the Subrecipient 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 Subrecipient under this Agreement and that are determined in the sole discretion of the City to be a duplication of benefits (“DOB”). This shall be define as financial assistance, available to the Subrecipient, 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 and Reports**

1. Subrecipient is expected to have met the performance goals stated in Section 1d by the end of the agreement. Subrecipient is also expected to have met the performance goals stated in Section 1e “Timetable”. If not, Subrecipient will have to provide evidence of factors beyond their reasonable control. Staffing issues will not be considered beyond their reasonable control. Accordingly, a final “Performance Report” should be submitted no later than 15 days after the grant period. This shall include a success story and photograph (with client’s permission).

The Performance Reports will provide all information necessary to determine that projected activities are being accomplished. Performance reports also should also include justification for lack of progress or delays in accomplishing the scope of work. The Subrecipient must also provide information to the City asked for in the “Tenant Based Rental Assistance Set-Up Report”.

1. **Low/Mod limited clientele (LMC)-** 24 CFR 570.208(a)(2)(i)(A) benefit a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of “severely disabled,” homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers. Therefore, no income eligibility records are required but sub-recipient must maintain documentation that activity is limited to homeless persons.
2. **Financial Reporting**– The sub-recipient shall:
3. Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.
4. 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.
5. The Subrecipient 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 Subrecipient’s accounting records.
6. Inform the City concerning any funds allocated to the Subrecipient, that the Subrecipient anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the City to other Subrecipients.
7. **Client Data** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but 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 Subrecipient, City, or their designees for review upon request.

5. **Uniform Administrative Requirements**

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

1. 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 costs of grants, contracts, and other agreements with nonprofit organizations. These regulations are applicable for determining acceptable/allowable costs of work performed by nonprofit organizations. For example, to be allowed under an award, costs must meet general criteria such as:

i. Be reasonable for the performance of the award,

ii. Be accorded consistent treatment,

iii. Be determined in accordance with generally accepted accounting principles, and

iv. Be adequately documented.

b. Office of Management and Budget (OMB) Uniform Guidance which, 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.

The Subrecipient will give the U.S. Department of Housing and Urban Development, the Comptroller General, the City of La Crosse, or any authorized representatives access to the right to examine all records and documents related to the grant. Such records will be maintained for a period of at least five (5) years after receipt of federal funds.

6. **Additional Federal Requirements**

The Subrecipient will 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 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.

1. **Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

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, the award or the 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.

1. **Anti-Lobbying.** The Subrecipient 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;

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".

7. **City Recognition**

The Subrecipient shall ensure recognition of the role of the City of La Crosse and Housing and Urban Development’s Community Development Block Grant in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source.

8. **Suspension and Termination**

The Subrecipient further agrees that this Agreement may be terminated or suspended in the event the Subrecipient 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 Subrecipient 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 Subrecipient 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.

9. **Amendments**

Any changes or amendments to the agreement with regards to the performance goals, budget changes of not more than 25%, or the timeline may be approved in writing by City staff and Subrecipient project manager. All other changes in the grant agreement will require an amendment to the agreement and would require approval from the City of La Crosse Community Development Committee.

10. **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 Subrecipient is at all times considered an independent agency and not an agency or branch of the City.

11. **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 Subrecipient or its subcontractors.

Subrecipient 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 $500,000. Said insurance will be maintained and in full force and effect during the term of the project. The Subrecipient 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.

CITY OF LA CROSSE, WISCONSIN COULEECAP, INC

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Timothy Kabat, Mayor Hetti Brown, Executive Director

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Teri Lehrke, Clerk George Kruck, Board of Directors Chai

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