

### III. CONTRACT

#### Table of Contents

	<u>Page</u>
A. General Content.....	III-1
B. Guidelines .....	III-1
C. Amendments .....	III-1
D. Model Contract.....	III-2

#### A. GENERAL CONTENT

Following the award of a Community Development Block Grant - Emergency Assistance Program (CDBG-EAP) to a local government, Commerce will draft a contract. The contract will be based upon the application submitted by the Grantee and will contain the budget, scope of work, and timetable, as stated in the application.

In addition to these items, the contract will also contain some standard or "boiler plate" language.

#### B. GUIDELINES

Commerce makes grant awards of particular dollar amounts for specific activities. If funded projects are completed for a lesser amount, the excess funds will not generally be made available to grantees for other projects. In this situation, dollars that are not used will be recaptured by Commerce and used to fund future grants.

#### C. AMENDMENTS

Commerce will not approve the use of funds for activities not included in the contract. However, amendments that are necessitated by circumstances beyond the Grantee's control may be considered. Grantees encountering such circumstances should discuss them as early as possible with their Project Representative.

#### D. MODEL CONTRACT

A model of a typical CDBG-EAP contract follows.

Performance Period: 05/03/04 thru 06/30/05  
Award Amount: \$165,000

**COMMUNITY DEVELOPMENT BLOCK GRANT – EMERGENCY ASSISTANCE PROGRAM  
CONTRACT  
BETWEEN  
THE STATE OF WISCONSIN  
DEPARTMENT OF COMMERCE  
AND  
VILLAGE OF GRANTSVILLE**

**CONTRACT # EAP 04-01**

THIS CONTRACT is made and entered into by and between the State of Wisconsin Department of Commerce, hereinafter referred to as the "Department," and the **Village of Grantsville**, hereinafter referred to as the "Grantee." This Contract is effective as of **May 3, 2004** and after signature of all parties.

WHEREAS, the Department administers the Community Development Block Grant – Emergency Assistance Program (CDB-EAP), hereinafter referred to as the "Program," through the Division of Community Development to provide funds for eligible activities; and

WHEREAS, the Grantee has submitted an application for the identified Program; and

WHEREAS, this Contract is a mutually exclusive contract and is distinguished from all previous contracts between the Grantee and the Department and contains the entire understanding between the parties; and it is the intention of the parties to this Contract that all activities described herein shall be for their mutual benefit; and

WHEREAS, the terms and conditions herein shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract; and

WHEREAS, pursuant to Section 560.9804 (1), Wis. Stats., the Department is authorized to enter into an agreement with an agent designated under Section 560.9804 (2), Wis. Stats., to allow the agent to do one or more of the activities identified in Section 560.9804 (1), Wis. Stats., as may be further limited under the terms of this agreement;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Sections 1 and 2 below, Articles 1 through 35, and ATTACHMENTS A through G which are annexed and made a part hereof.

SECTION 1: The Department, on reliance upon the representations set forth in the Application, has approved an award in the amount of **\$165,000** for eligible activities and will provide said funds to the Grantee consistent with the terms of this Contract and the Grantee's compliance with the conditions of this Contract; and

SECTION 2: The Grantee shall and will comply fully and completely with all provisions of this Contract in order to be eligible for the funds awarded under this Contract and to be in compliance with all provisions of this Contract.

STATE OF WISCONSIN  
DEPARTMENT OF COMMERCE

VILLAGE OF GRANTSVILLE

By: \_\_\_\_\_  
James M. Frymark

By: \_\_\_\_\_  
Hap E. Landing

Title: Director, Bureau of Community Finance

Title: Village President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A  
PROGRAM FUNDING SOURCE**

**FUNDING SOURCE**

The United States Government, through the Housing and Community Development Act of 1974, as amended, has established a program of Community Development Block Grants (CDBG) and has allowed each State to elect to administer CDBG funds for its nonentitlement areas, subject to certain conditions.

The funds awarded under this Contract are subject to the continued availability of funding from the U.S. Department of Housing and Urban Development.

For accounting purposes, the CFDA Number for the CDBG Program is 14.228.

**PROGRAM IMPLEMENTATION**

The Grantee will comply with the CDBG Program guidance provided in the most recent edition of the CDBG Implementation Handbook.

**ATTACHMENT B  
PERIOD OF PERFORMANCE AND NOTICES**

Use of these funds is limited to the contracted activities and shall be used within the Performance Period.

The Performance Period for this Contract is 05/03/04 to 06/30/05.

For purposes of this Contract, the Performance Period stated is the allowable time to carry out the OBJECTIVES, SCOPE OF WORK and TIMETABLE as described in ATTACHMENT C.

**NOTICES**

For purposes of this provision, the Grantee shall notify the Department in writing within 10 days of change in the Grantee's address. All notices, demands or requests under this Contract shall be in writing to the address listed below:

To the Department:      CDBG Program  
                                    Bureau of Local Development  
                                    Department of Commerce  
                                    P. O. Box 7970  
                                    Madison, WI 53707-7970

To the Grantee:            Village of Grantsville  
                                    4 Orfyt  
                                    Grantsville, WI 53300

**ATTACHMENT C  
OBJECTIVES / SCOPE OF WORK AND TIMETABLE**

The Grantee agrees to accomplish the following with the funds described in ATTACHMENT F, BUDGET, of this contract:

1. Publicize the availability of grant funds and assist property owners in making application for assistance.
2. CDBG-EAP recipients must be owner-occupants and have incomes of up to 100% of the county median income limits as defined by the Department of Housing and Urban Development for Langlade County, adjusted for family size. Priority will be given to grant recipients with an income of 80% or less of the county median income.
3. Provide funds for the rehabilitation of housing units damaged as a result of flooding for the period March 27-29, 2004. CDBG-EAP funds will be provided to the owners of damaged property to be used to bring the units to pre-disaster condition. Funds may not be used to enhance the property beyond its pre-disaster condition. Rehabilitation funds may be used to reimburse property owners for documented repairs made as a result of the flooding.
4. Owner-occupants must apply for CDBG-EAP funds within **90 days** of the initial date of the Performance Period identified in Attachment B.

All CDBG-EAP funds will be provided to property owners as a grant.

All subcontracts for administration of this contract must be submitted to the Department prior to execution.

The Grantee shall maintain a staff sufficient to administer the above-named activities. All files and records shall be kept at 4 Orfytt, Grantsville, Wisconsin.

The Grantee agrees to complete this contract and indicated program objectives according to the following schedule:

<u>ON OR BEFORE</u>	<u>ACCOMPLISHMENTS</u>
June 30, 2005	Designate a program administrator.  Set up files according to Department guidelines.  Prepare outreach materials. Begin outreach.  Complete environmental review.  Comply with the procedures outlined in the CDBG-EAP Procedures Handbook.  Fund disaster-related housing projects.
September 30, 2005	Fund disaster-related housing projects.
December 31, 2005	Fund disaster-related housing projects.  Conduct citizen participation meeting.

Arrange for audit, if necessary

January 15, 2006	Submit audit-scheduling letter to Department ofCommerce.
March 31, 2006	Fund disaster-related housing projects.
June 30, 2006	All disaster-related projects completed.
July 31, 2006	Complete closeout report and submit to Department ofCommerce. Arrange for audit, if necessary

**ATTACHMENT D  
REPORTING SCHEDULE**

The Grantee agrees to submit the following reports as specified by the Department:

**ACCOMPLISHMENTS REPORT**

The Accomplishments Report shall be in the form as described in Chapter IV, Financial Management, of the most recently published CDBG Implementation Handbook. Accomplishments Reports shall be based on calendar quarters and due no later than 10 working days after the end of each calendar quarter. An Accomplishments Report is due for the calendar quarter in which the Contract is effective and each subsequent quarter thereafter in the Performance Period.

**CLOSEOUT REPORT**

The Grantee shall submit **two** copies of a Closeout Report to the Department. Information necessary to complete the Closeout Report will be provided to the Grantee when the program is monitored.

**ADDITIONAL REPORTS AND INFORMATION**

The Department reserves the right to amend and require additional information or reports as needed.

**AUDIT SCHEDULING LETTER**

The Grantee annually will submit a letter advising the Department whether or not a Single Audit will be performed. See Chapter XII of the Implementation Handbook.

**ATTACHMENT E  
METHOD OF PAYMENT**

The Grantee is responsible for requisitioning CDBG funds through the Department.

The Department is not responsible for Grantee's disbursement of funds to beneficiaries, subcontractors and/or other creditors.

CDBG funds must be requested at such time as to minimize the number of days the funds are held in the Grantee's CDBG Grant Account.

The Grantee is responsible for requesting all payments as described in Chapter IV, Financial Management, of the CDBG Implementation Handbook.

**ATTACHMENT F  
BUDGET**

The Grantee agrees to spend its CDBG funds in the following amounts and for the purposes indicated below:

H.1. Disaster-Related Housing Assistance	\$150,000
H.2. Administration	<u>15,000</u>
<b>TOTAL PROGRAM BUDGET</b>	<b>\$165,000</b>

This budget may be amended as described in Article 14 of this contract.

**ATTACHMENT G  
SPECIAL CONDITIONS**

The Grantee shall comply with the Special Conditions as follows:

1. The Grantee agrees to follow policies and procedures of the Department's CDBG-EAP Procedures Handbook and 24 CRF 570, and any subsequent amendments or changes.
2. The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the CDBG-EAP.
3. Any program income earned from the CDBG-EAP funds will be returned to the State. Program income means gross income received by the Grantee which is directly generated from the use of grant funds, including but not limited to repayments of funds that had been previously provided to eligible households; interest earned on program funds obtained from the state after initial disbursement; proceeds derived after the grant closeout from the disposition of real property acquired with CDBG-EAP funds, or interest earned on program income pending its disbursal.
4. CDBG-EAP funds may not be used to pay costs eligible for or previously paid by other funding sources (e.g., personal insurance, federal programs, state programs, and other public or charitable assistance.) The Grantee will verify all other sources of funding received by an applicant for CDBG-EAP funds.
5. During the course of this contract, the Grantee will accomplish at least **one** the following activities to affirmatively further Fair Housing:
  - a. Publish a display ad containing Fair Housing ordinance information in the local newspaper.
  - b. Send letters explaining the Fair Housing Ordinance to area realtors, lenders, and landlords.
  - c. Set up a Fair Housing booth/table at an area fair, festival, or home show.
  - d. Set up a Fair Housing display and provide handouts at the local library.
  - e. Pass a Proclamation and advertise the designation of a Fair Housing week or month.
  - f. Sponsor a public service announcement about the concepts of Fair Housing. The PSA will run at least twice on two different days.
  - g. Sponsor a news article about the concepts of Fair Housing in the local newspaper.
6. The Grantee understands that the Department will not entertain a request for a contract amendment within 30 days of the end of this contract.
7. The Department reserves the right to reduce or rescind these funds if, within 120 days of the award date, progress in implementing the funded activities is substantially less than that committed to in this contract.