

INTERAGENCY AGREEMENT BETWEEN
THE OFFICE OF THE MAYOR AND
THE COMMUNITY DEVELOPMENT AUTHORITY

THIS INTERAGENCY AGREEMENT (“Agreement”) is made between The Office of the Mayor of the City of Racine (“Mayor’s Office”) and the City of Racine Community Development Authority (“CDA”).

WHEREAS, the 2021 American Rescue Plan Act (“ARPA”) provided funding to the City from the Coronavirus State and Local Recovery Fund (“SLFRF”), (hereinafter called “ARPA funding”);

WHEREAS, the U.S. CDA of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations;

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding;

WHEREAS, the Mayor Office has administered the process for ARPA funding and recommends the CDA receive ARPA funding for its program as described in this Agreement;

WHEREAS, the Mayor’s Office and the CDA wish to enter into this Agreement to memorialize each other’s responsibilities in regard to the ARPA funding for the program; and

NOW, THEREFORE, that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. PURPOSE

The Mayor’s Office hereby agrees to provide ARPA funding, in the amount set forth herein, to the CDA to facilitate the implementation of the program.

B. SCOPE OF PROGRAM

CDA shall implement the program, including any milestones and deliverables, as described in **Exhibit 1**, which is appended hereto and made a part of this Agreement.

C. TERM

The term of this Agreement shall begin on December 1, 2024, and end on December 31, 2026, unless terminated earlier in accordance with this Agreement.

D. FINANCIAL AND PERFORMANCE REQUIREMENTS

1. *Funding.* Subject to the availability of ARPA funding, the Mayor's Office shall provide funds to the CDA for the program, in an amount not to exceed \$2,973,125 for the term. Any expenses/costs incurred by CDA more than this amount shall be the sole responsibility of CDA.

2. *Budget.* The CDA agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement. The approved budget is part of the proposal at **Exhibit 1**.

3. *Payment.* The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement and in **Exhibit 1**. The CDA shall comply with the ARPA funding requirements listed at **Exhibits 2** and **3**. Any ARPA funding advanced to CDA prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. *Reporting.* The CDA agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and the Mayor's Office to meet any reporting deadlines. The CDA shall adhere to the instructions and format, including specific forms required by the Mayor's Office and the U.S. Department of Treasury for the ARPA funding. Reporting terms and conditions are provided in **Exhibit 4**.

5. *Audits.* The CDA shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the city, state, or federal agencies may deem necessary, there shall be made available to the government agency for examination, the CDA's records with respect to matters covered by this Agreement. The CDA shall permit city, state, or federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. *Records.* The CDA shall retain records related to this Agreement for a period of five years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

7. *Subrecipients and Grantees Prohibited.* The CDA shall not make ARPA funding available to any subrecipients or grantees.

E. CORRECTIVE ACTION AND TERMINATION

1. *Corrective Action.* Upon written notice, the Mayor's Office may require the CDA to take corrective action so the CDA is complying with city, state, or federal laws, regulations, or rules related to the ARPA funding for the program. Corrective action may be required for but is not limited to instances in which the CDA: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. The Mayor's Office

may require corrective action of the CDA, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program suspension, and (e) reduction/repayment of funding.

2. *Termination.* Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to the Mayor's Office forthwith. Any funds advanced to the CDA for services not yet rendered shall be returned to the Mayor's Office immediately.

F. MODIFICATIONS AND AMENDMENTS

The CDA may submit a written request to the Mayor's Office asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed 25 percent of the ARPA funding for this program. The request shall include an explanation for why an extension and/or program budget reallocation is needed and be provided to the Mayor's Office at least 60 days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation. The Mayor's Office will approve or deny the request in writing. The CDA may not expend the ARPA funding under a reallocated program budget until such time the CDA has received written approval from the Mayor's Office. Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/amendments signed by the parties.

G. GENERAL PROVISIONS AND CONDITIONS

1. *Compliance with Laws.* The parties shall comply with all local, state, and federal laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the CDA shall constitute a material breach of this Agreement and shall entitle the Mayor's Office to terminate this Agreement immediately upon delivery of written notice of termination to the CDA.

2. *Nondiscrimination.* The parties shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of age, sex, race, color, veteran's status, disabled veteran's status, religion, disability, national origin, marital status, gender identity, sexual orientation, familial status, or economic status except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The CDA shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. *No Duplication of Funding.* The CDA shall not use different sources of federal funding to pay for the same services. The CDA shall not use ARPA funding to pay for the same work that was reimbursed or paid by other sources of funding (e.g., FEMA or CARES funding).

4. *Governing Law and Venue.* This Agreement shall be construed by and governed under the laws of the State of Wisconsin and subject to the jurisdiction of a court of competent jurisdiction in Racine County, Wisconsin.

5. *No Assignment.* This Agreement shall not be assigned by the CDA to another party without the prior written approval of the Mayor's Office. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. *Notice.* Any notice required or permitted under this Agreement shall be in writing, be delivered by a reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the other party.

FOR THE MAYOR'S OFFICE:

FOR CDA:

AND A COPY TO:

City of Racine Finance Department
730 Washington Avenue
Racine, Wisconsin 53403

7. *Headings.* Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

8. *Incorporation.* The recitals and exhibits are hereby incorporated as part of this Agreement.

9. *Final Agreement.* This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises, or agreements not expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

CDA

By: _____
Name, Title

OFFICE OF THE MAYOR

By: _____
Cory Mason, Mayor

ATTEST:

By: _____
Tara McMenamin, City Clerk

Provisions have been made to pay the liability that will accrue hereunder.

By: _____
Kathleen Fischer, Finance Director

APPROVED AS TO FORM:

By: _____
Scott R. Letteney, City Attorney

EXHIBIT 1

SCOPE OF WORK

The Community Development Authority will be utilizing the funds for various activities relating to the expansion of housing in underserved areas of the community.

1. Lincoln King-Neighborhood Investment Housing Grant Match
 - a. \$1,833,102 will be used to support the construction of 40 new housing units in the Lincoln King Neighborhood and is our required “local” match for the \$15M grant from the State of Wisconsin that will fund most of the project. Funds are expected to be expended by March of 2026.
2. Improvements to vacant and abandoned properties including removal, remediation, and demolition to prepare sites for redevelopment.
 - a. \$840,023 will be used primarily predevelopment activities for site clearance and site preparation in anticipation of the construction of affordable/workforce housing units.
3. Continuation of the employee homebuyer downpayment program.
 - a. \$300,000 will be used to continue to fund the program where an employee buying a home in Racine receives \$10,000 from the City for downpayment assistance.



U.S. DEPARTMENT OF THE TREASURY

Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- | | |
|---|--|
| ✓ Pay for community health workers to help households access health & social services | ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing ⁷ |
| ✓ Remediation of lead paint or other lead hazards | ✓ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs |
| ✓ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities | ✓ Schools and other educational equipment & facilities |
| ✓ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity | |
| ✓ Investments in neighborhoods to promote improved health outcomes | |

EXHIBIT 2

FUNDING SOURCE IDENTIFICATION

Source of Funding:	<u>Federal</u>
Name of Awarding Agency:	U.S. Department of Treasury
Award Title:	American Rescue Plan Act (“ARPA”) – Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number:	21.027
City Award Identification Number:	SLFRF-SLT-2247
Term of Award:	03/03/2021-12/31/2026
Award Amount:	\$46,246,465
Cost Center:	Fund 229-Project #

1. CDA acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, CDA shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals. **Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:**

- **Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;**
- **Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;**
- **“Treasury’s Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;**
- **Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35 and effective April 1, 2022;**
- **Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version;**
- **2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the ARPA funding and subject to such exceptions as may be otherwise provided by the Treasury; and**

- **U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit 3. The term “Recipient” in the foregoing shall mean the CDA.**

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of this Agreement or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. CDA agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state, or local statute, ordinance, rule, or regulation or by policy announced by the City.

EXHIBIT 3

AWARD TERMS AND CONDITIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. 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 to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. 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 (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. 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;
 - ii. 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;
 - iii. 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;
 - iv. 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; and
 - v. 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 and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT 4

REPORTING TERMS AND CONDITIONS

The CDA shall submit performance reports about the activities funded under this Agreement.

Performance Reports

All reports of finances, expenditures, and performance measures on ARPA-funded projects shall be submitted to the Finance Department no later than the 15th day after the end of the quarter for the prior calendar quarter. Every quarter, the CDA will provide a narrative report on all project activities. Reporting frequency subject to change.