

2024 ARPA Sub-Grantee Contract

City of Waukesha – Waukesha Housing Authority

Project: Capital Improvements and Maintenance of Low-Income Housing

This Contract is entered into by and between the City of Waukesha, Wisconsin, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and the Waukesha Housing Authority, a Wisconsin body corporate and politic existing pursuant to the Wisconsin Housing Authorities Law, 600 Arcadian Avenue, Waukesha, Wisconsin 53186, referred to herein as WHA. Together, City and WHA are referred to herein as the Parties.

Recitals

City has received funds from the federal government under the American Rescue Plan Act of 2021, referred to herein as ARPA. The City has relied upon guidance indicating that use of these funds for capital improvements to and maintenance of low-income housing projects is a permissible use under ARPA.

City has considered and approved the application of WHA for ARPA funds for certain capital improvements at the WHA's Saratoga Heights apartments, and hereby agrees to distribute to WHA a portion of the ARPA funds, subject to the terms and conditions of this Contract.

Therefore, in consideration of the mutual covenants contained herein, the City and the WHA agree and contract as follows:

- 1. Project.** The Project shall be the construction of the following improvements to the Saratoga Heights apartment complex at 120 Corrina Boulevard in Waukesha. The Project shall be completed no later than November 1, 2025.
 - a.** Construction of a new CMU-clad dumpster enclosure measuring 16' x 26' x 7'-8" high and 416 square feet in area. It will contain a 20-yard dumpster intended to accommodate furniture disposed of by Saratoga Heights residents.
 - b.** The dumpster enclosure will be accessed by a pair of 6' wide wood-clad swinging doors.
 - c.** The addition of 8 parking spaces designated for residents and visitors, to offset the loss of three parking spaces removed for construction of the dumpster enclosure.
 - d.** One additional parking space designated for trucks of outside contractors performing work at Saratoga Heights.
 - e.** The layout of the new parking spaces will be arranged to allow an existing mature tree to remain.
 - f.** The slab inside the dumpster enclosure will be pitched for drainage. The parking and drive areas will be pitched to drain to existing catch basins.
 - g.** The configuration of existing curbs will be modified to allow easier access by garbage trucks to pick up and drop off dumpsters.
 - h.** Remodeling of kitchen and bath units in the apartment complex, and the repair and replacement of plumbing pipes and fixtures.
- 2. Grant.**
 - a.** The City shall grant to WHA a maximum of \$200,000.00 in reimbursement of WHA's expenses incurred in construction of the Project. This amount is referred to herein as the Grant.

- b. The Grant shall be used only for Project labor and material expenses, and any other use of the Grant is prohibited without the expressed, written consent of the City. The Grant shall not be used for payment of salaries or other compensation of WHA employees.
- c. WHA shall submit a written claim for reimbursement to the City promptly upon completion of construction of the Project, and no later than November 30, 2025. Extensions of that deadline shall be in the sole discretion of the City. The claim must be accompanied by sufficient documentation for the City to verify the expenses for which reimbursement is claimed, the purpose of the expenses for which reimbursement is sought, full compliance with this Contract, and any other purpose reasonably required by the City.
- d. The City shall be given access to the Project to inspect and verify compliance with this Contract.
- e. Not later than 30 days after verification and approval by the City of the reimbursement request, payment shall be made to WHA by check.
- f. The Grant is 100% funded by the ARPA grant to the City. If the permissible uses or availability of these federal funds are changed in any way by the federal government, the WHA's funding may be modified or reduced. WHA will be notified in writing of any such modification or reduction. The City shall determine, in its sole discretion, the modifications and reductions.

3. General Conditions.

- a. **General Compliance.** WHA agrees to comply with all applicable federal, state and local laws, regulations, and policies governing the funds provided under this Contract. WHA further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.
- b. **Independent Contractors.** The parties are independent contractors, and this Contract does not create a relationship of employer and employee, partners, joint venturers, or any other relationship. Neither party has the authority to bind the other to contract, and the parties are not vicariously liable for the acts or omissions of the other. The City shall not be responsible for withholding any taxes, making unemployment insurance contributions, or other similar obligations, on behalf of the WHA.
- c. **Insurance and Bonding.** WHA shall comply with the insurance requirements of 2 CFR §200.310.
- d. **Amendments.** This Contract may be amended only by the mutual, written agreement of the parties, except that the City may unilaterally amend this Contract to conform with federal, state or local law, governmental guidelines, policies and available funding amounts, or for other, similar reasons. However, if such amendments result in a change in the funding, the scope of services, or schedule of the activities to be done under this Contract, they will only be effective if made by the mutual, written agreement of the parties.

4. Administration and Reporting Requirements.

- a. **Financial Management.**
 - i. **Cost Principles.** WHA shall comply with the requirements and standards of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
 - ii. **Accounting Standards.** WHA agrees to account separately for the receipt and expenditure of funds under this Contract, and to complete and maintain books, records and other documents related directly to the receipt and disbursement of the Grant, including program income, on a cash or accrual basis. The records shall identify the source and application of all income and expenses of the Project, including those derived from sources other than the City. The records shall contain

information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.

WHA agrees to comply with 2 CFR Part 200 and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

If WHA is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements" will apply.

b. Record Keeping.

- i. **Records to Be Maintained.** WHA shall retain all records pertaining to this Contract for a period of 7 years after the completion of the Project.
- ii. **Audits and Inspections.** All WHA records pertaining to this Contract shall be made available to the City and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the WHA within 30 days after receipt by the WHA. Failure of the WHA to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments. WHA hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200.

c. **Reporting.** WHA shall promptly inform City of any significant events that may materially impair WHA's ability to complete the Project on or before November 1, 2025.

d. **Procurement.** WHA shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

5. Termination of Agreement or Suspension of Payment.

- a. During the implementation of the Project, City may, in its sole discretion, suspend or terminate this Contract for WHA's improper or ineffective use of funds, failure to comply with any of the terms of the Contract, submission of incorrect or incomplete reports, or the occurrence of any circumstance rendering impossible the performance of this Contract. In the event that the City elects to suspend its performance of this Contract for any of the foregoing reasons, it shall withhold payment of funds until such time as the violation or breach is remedied to the satisfaction of the City. No action taken or withheld by the City under this section shall relieve WHA of the liability to the City for any funds expended in violation of any of the terms of this Contract, and further provided that WHA shall indemnify the City for any claim made or judgment obtained by the United States of America arising out of acts or omissions or circumstances constituting violations of this Contract.
- b. In the event the City elects to terminate this Contract or to suspend payments, it shall notify the WHA in writing of such action, specifying the particular deficiency, at least five (5) working days in advance of any such action and establishing a time and a place for the WHA to refute the alleged deficiency at a time prior to the City taking such action. If, in the opinion of the City, the alleged deficiency continues to exist after the WHA has had the opportunity to refute the alleged deficiency, the City may terminate this Contract and withhold payment of the Grant. No action taken or withheld by the City under this paragraph shall relieve the WHA of its liability to the City for any funds expended or obtained in violation of any of the terms of this Contract.

- c. WHA agrees to repay immediately any part of the Grant that is used for purposes not specified in this Contract.
- d. In the event of breach, noncompliance or default of this Contract, in accordance with 2 CFR Part 200, suspension or termination may occur. Additionally, HUD or the City may use any other enforcement remedy available under law, including but not limited to cancelling, terminating or suspending in whole or in part this Contract; refraining from extending any further assistance to WHA until satisfactory assurance of future compliance has been received, and undertaking administrative or legal proceedings to obtain reimbursement of the Grant disbursed by City to WHA.

6. Miscellaneous Provisions.

- a. **Notices.** Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City: Jennifer Andrews, Director of Community Development
201 Delafield Street
Waukesha WI 53188
262-524-3750
jandrews@waukesha-wi.gov

WHA: Denise Stimart, Executive Director
600 Arcadian Avenue
Waukesha WI 53186
(262) 542-2262
dstimart@whaonline.com

- b. **Future Obligations of City.** City's funding of this Project does not obligate City to provide additional or future funds to WHA to undertake any Projects in subsequent years; and does not obligate City to give preference or priority to WHA in consideration of future projects.
- c. **Severability.** If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.
- d. **Waiver.** The City's failure to act with respect to a breach by the WHA does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- e. **Integration.** This Contract constitutes the entire agreement between the City and the WHA for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the WHA with respect to this Contract.
- f. **Counterparts.** This Contract may be executed in multiple counterparts, each of such counterpart shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed an original hereof.

Dated the _____ day of November, 2024.

City of Waukesha

Shawn N. Reilly, Mayor

_____, City Clerk

Waukesha Housing Authority

By Denise Stimart, Executive Director