



AGENDA
HEALTH AND HUMAN SERVICES COMMITTEE
HUMAN SERVICES BOARD
SPECIAL MEETING
WEDNESDAY, AUGUST 4, 2021 – 8:00 AM
ADMINISTRATION CENTER - ROOM A-200
121 W. MAIN STREET, PORT WASHINGTON, WI 53074

The public can access the meeting by viewing the live stream at the link which will be opened five minutes before the call to order:

[Health & Human Services Committee / Human Services Board Live Stream](#)

*The public can submit comments here: [Public Comment Form](#)
[Public Comment Policy & Instructions for Submitting Public Comments Online](#)*

1. CALL TO ORDER

Roll Call

2. PROPER NOTICE

3. PUBLIC COMMENT

4. ACTION ITEMS

- a. Subrecipient Agreement Between Ozaukee County and Family Promise of Ozaukee County, Inc. for CDBG-CV Year 2020

5. ADJOURNMENT

A quorum of members of committees or the full County Board of Ozaukee County may be in attendance at this meeting for purposes related to committee or board duties, however, no formal action will be taken by these committees or the board at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk's Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: August 4, 2021
DEPARTMENT: Administrator
DIRECTOR: Jason Dzwinel
PREPARER: Jason Wittek

Agenda Summary Subrecipient Agreement Between Ozaukee County and Family Promise of Ozaukee County, Inc. for CDBG-CV Year 2020

BACKGROUND INFORMATION: Please find attached the FINAL DRAFT Subrecipient Agreement between Ozaukee County and Family Promise for your review/approval. The following changes since 7/27/2021 can be identified by the following:

In Blue - Changes approved/reviewed by outside counsel since the 7/27/21 meeting DRAFT.

Yellow Highlighted/~~strikethrough~~ - Changes requested by Family Promise of Ozaukee County on 7/29/21. Staff will provide recommendations of outside counsel for accepting or not at the 8/4/21 Special meeting.

The County Board authorized the Human Services Board to approve the Subrecipient Agreement between Ozaukee County and Family Promise of Ozaukee County implement the acquisition, construction and operations of an Emergency Homeless Shelter in Ozaukee County. Attached is the draft subrecipient agreement. There may be some changes to consider by the Human Services Board, as we continue discussions with Family Promise of Ozaukee County.

ANALYSIS: The County Administrator's Office has been working with attorney's from Von Briesen through the Wisconsin County's Association to ensure that the County's liability is safeguarded through the subgrantee agreement.

The subgrantee agreement will detail all aspects of grant administration and facility operations. Including terms on:

- Administering and documenting the CBDG Grant and adherence to the project budget
- Staffing - requiring Family Promise to provide all personnel
- Reporting and Performance Monitoring:
 - Grant financial reporting requirements
 - Operational and ongoing financial reporting
 - Annual audit requirements
- Insurance and Bonding requirements

- A requirement to operate the facility as a homeless shelter for a period of 15 years following the initial grant period of 7 years
 - Codified via a deed covenant
 - Deed covenant would revert ownership back to the county if the facility is not operated as a homeless shelter for the 15 years following the initial grant period.

There is some risk to the county due to the CDBG grant requirement that the facility remain operational, as a homeless shelter, for the 7 year grant period. This risk is viewed to be minimal because Family Promise has provided services to county residents for some time and they have expended approximately \$15,000 per month to house homeless individuals in the Chalet Hotel in the City of Mequon.

To mitigate that risk the subgrantee agreement establishes an escrow account of \$90,000 to fund the operation of the shelter for a 12 month period to allow for the county to continue to operate the shelter in the event Family Promise is unable to. These funds will allow the county time to engage a new organization to operate the facility or sell the facility returning the funds to the State of Wisconsin. The current operational budget is estimated to be \$325,000 and a limited operation budget would total approximately \$90,000.

FISCAL IMPACT:

Balance Current Year: \$1,785,000

FUNDING SOURCE:

County Levy: \$0

Non-County Levy: \$1,785,000 Indicate source: CDBG-CV Funds

RECOMMENDED MOTION: Approve the Subrecipient Agreement Between Ozaukee County and Family Promise

ATTACHMENTS:

- Subrecipient Agreement - CDBG-CV Funds to Family Promise of Ozaukee County_DRAFT_JW_7-30-2021 (PDF)

SUBRECIPIENT AGREEMENT**AGREEMENT BETWEEN OZAUKEE COUNTY
AND
FAMILY PROMISE OF OZAUKEE COUNTY, INC.
FOR
CDBG-CV YEAR 2020**

THIS SUBRECIPIENT AGREEMENT, entered as of the date of the last party to sign and date below, by and between OZAUKEE COUNTY (herein called the “Grantee”) and FAMILY PROMISE OF OZAUKEE COUNTY, INC. (herein called the “Subrecipient”).

WHEREAS, the United States Government, through the Housing and Community Development Act of 1974, as amended (HCDA), has established the Community Development Block Grant (CDBG) Program and has allowed each State to elect to administer CDBG funds for its non-entitlement areas, subject to certain conditions;

WHEREAS, CDBG funding has been authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Public Law 116-136, to respond to the effects of the coronavirus health crisis;

WHEREAS, the State of Wisconsin (State) received funding pursuant to the CARES Act, and on behalf of the State, the Wisconsin Department of Administration administers the Community Development Block Grant Coronavirus program (CDBG-CV) to prevent, prepare for, and respond to the coronavirus health crisis and to provide funds for eligible activities;

WHEREAS, the Grantee has applied for a CDBG-CV grant, and the State has approved an award to the Grantee to receive funds from the CDBG-CV program in the amount of \$1,785,000 for eligible activities (the Grant);

WHEREAS, the Grantee has entered into a Grant Agreement with the State’s Department of Administration dated May 25, 2021 (Grant Agreement);

WHEREAS, pursuant to the Grant Agreement, Grantee is authorized to use the CDBG-CV grant funds for those eligible activities described in Attachment A, [Scope of Services \(the “Scope of Services”\)](#);

WHEREAS, the Subrecipient has proposed to prevent the spread of coronavirus by helping to provide shelter and services for the homeless population in Ozaukee County, which is at-risk of spreading the coronavirus and also at high-risk to be infected by the disease;

WHEREAS, the Subrecipient is a 501(c)(3) nonstock, nonprofit corporation that works to rebuild lives with compassion by providing resources and services to individuals and families at risk of homelessness in Ozaukee County; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in so utilizing such funds by entering into this Subrecipient Agreement (Agreement).

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG-CV Year 2020 CARES Act Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds, including all such terms and conditions of the Grant Agreement, a copy of which the Subrecipient acknowledges receiving and reviewing. Such program is described in Attachment A, Scope of Services, and will include activities eligible under CDBG-CV. Changes to the Scope of Services shall be by written agreement of both the Grantee and Subrecipient.

B. Staffing

The Subrecipient shall supply or provide for all the necessary personnel, equipment and materials to accomplish the tasks set forth in the attached Scope of Services and Budget.

A list of staff, including key personnel, and time commitments to be undertaken in conjunction with the Scope of Services is provided in Attachment B, Staffing.

Any changes in the key personnel assigned or their general responsibilities under this Agreement are subject to the prior approval of the Grantee.

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

Additional information on what the Grantee may monitor is included in Attachment C, Performance Monitoring.

II. TIME OF PERFORMANCE

The Grant Agreement provides that performance may begin effective July 31, 2021. Accordingly, Scope of Services of Subrecipient shall start on July 31, 2021, and end on the 31st day of May, 2028. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG-CV funds or other CDBG-CV assets, including program income. The term of this Agreement and the provisions herein may be further extended by mutual agreement in writing to cover any additional time period consistent with the Grant requirements. Such extension may be based upon remaining initial funding under this Agreement or funding which Subrecipient remains in control of from CDBG-CV funds or other CDBG-CV assets, including program income. A schedule of performance is shown on Attachment D, Performance Schedule.

III. BUDGET

The budget is attached as Attachment E, Budget. Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may

require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content reasonably prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount shown on the Budget at Attachment E. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III, herein, or otherwise in accordance with the Budget if no such specified line items budgets are identified, and in accordance with performance monitoring, as well as the timing and terms pursuant to Paragraph II, and as shown on Attachment D, Performance Schedule.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

Payments to subrecipient are contingent upon receipt of appropriate funds by Grantee pursuant to the Grant Agreement.

V. NOTICES

Except as otherwise provided herein (e.g. for Subrecipient notices of termination), notices required by this Agreement 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 Agreement 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:

Grantee

Jason Dzwinel
Title: County Administrator
Ozaukee County
Address: 121 W. Main Street
Port Washington, WI 53074
262.284.9411
Email: jdzwinel@co.ozaukee.wi.us

Subrecipient

Kathleen Christenson Fischer
Title: Chief Executive Officer
Family Promise of Ozaukee County, Inc.
136 W. Grant Avenue
Port Washington, WI 53074
262.268.2723
Email: kathleenfpoz@gmail.com

VI. SPECIAL CONDITIONS

Not later than July 31, 2021, Subrecipient shall pay to an Escrow Agent ("Escrow Agent") the sum of Ninety Thousand Dollars (\$90,000) (the "Escrow Amount") by wire transfer of immediately available funds from its general funds account (provided that no CDBG-CV grant funds shall be included in the Escrow Amount) to be held and administered by Escrow Agent pursuant to that certain Escrow Agreement in the form to be delivered contemporaneous with the execution and delivery of this Agreement and attached hereto as Exhibit VI, Escrow Agreement,

by and among Grantee, Subrecipient, and Escrow Agent, which shall be for a term that coincides the term and time of performance of this Agreement as described in Section II, above (the “Escrow Term”). Provided that Subrecipient complies with the terms of this Agreement, the Escrow Amount shall be disbursed by Escrow Agent to Subrecipient upon the expiration of the Escrow Term. In the event any real property acquired or improved upon with CDBG-CV grant funds reverts back to Grantee pursuant to Section VIII.E.2 of this Agreement during the Escrow Term, the Escrow Amount shall be disbursed by Escrow Agent to Grantee. Any interest or investment earnings on the Escrow Amount shall accrue to the benefit of Subrecipient.

Any additional special considerations will be included in Attachment A, Scope of Services.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract, including the CARES Act. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the Scope of Services called for in this Agreement.

D. Indemnification

Subrecipient shall indemnify, defend, and hold harmless Grantee, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the willful misconduct of personnel employed by the Grantee. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Grantee. Subrecipient shall reimburse the Grantee for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any litigation in which

Subrecipient is obligated to indemnify, defend and hold harmless the Grantee under this Agreement and for any reasonable attorney fees incurred by Grantee to enforce this provision.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance & Bonding - Generally

Subject to the specific insurance requirements in subparagraph G, below, the Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.326 (Bonding Requirements), 2 CFR 200.310 (Insurance Coverage), and 2 CFR 200.447 (Insurance & Indemnification).

G. Insurance Requirements – Specifically

Prior to commencement of this Agreement, Subrecipient shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Subrecipient, upon request, shall provide a certified copy of the policy or policies.

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's County Administrator.

Without limiting Subrecipient's duty to indemnify, Subrecipient shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
2. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

H. Grantee Recognition

The Subrecipient shall **insure promote** recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Amendments

The Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Human Services Board of the Grantee. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement, without Subrecipient's signature, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, **Scope of Services**, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

J. Suspension or Termination

In accordance with 2 CFR 200.339-40, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect **and that Subrecipient fails to correct within seven days after receipt of written notice of such incorrect or incomplete report.**

In accordance with 2 CFR 200 Appendix II (B), this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award Grant will not accomplish the purpose for which the award Grant was made, the Grantee may terminate the award Grant in its entirety.

In the event of termination by the Subrecipient, prior notice shall be required. Specifically, the Subrecipient may terminate this Agreement as described above in this paragraph J only upon delivering advance written notice to the Grantee by Certified Mail, Return Receipt Requested, not

less than 12 months prior to the effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of Subrecipient's termination.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200.302 – Financial Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 (Retention Requirements for Records) and 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.302 and other relevant provisions of 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records

must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. 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, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-CV funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency (including the U.S. Department of Housing and Urban Development and the Wisconsin Department of Administration), 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 Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report on a quarterly basis all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. Any indirect costs must be consistent with 2 CFR 200 Appendix II Subpart E – Cost Principals.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for **reasonable and actual costs** incurred by the Grantee on behalf of the Subrecipient. In no case shall reimbursement payments of eligible expenses exceed Subrecipient's allocation of grant funds or shall Grantee be obliged to make payments pursuant to this Agreement from funds other than those received by Grantee pursuant to the Grant Agreement.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as **reasonably** required by the Grantee.

D. Procurement

1. Compliance

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-326 – Procurement Standards and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, materials, etc.) shall revert to Grantee upon termination of this Agreement.

2. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside Ozaukee County to be funded with funds provided under this Agreement and must be consistent with the requirements of 2 CFR 200.475 – Travel Costs.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.311(c) and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for a period of fifteen (15) years following termination of this Agreement. If the Subrecipient fails to use CDBG-CV-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall either (1) pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for acquisition of, or improvement to, the property; or (2) transfer title for such real property to Grantee. Any such payment shall constitute program income to the Grantee.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Grantee may preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Ozaukee County and State of Wisconsin civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In addition, this Agreement is subject to the reversionary clause contained in Article VIII, Paragraph E.2. above. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require the following covenants or transfer restrictions running with the land to be inserted in the deed or lease for such transfer, and the Subrecipient shall also ensure that the following such covenants or transfer restrictions are inserted in the deed for any real property Subrecipient acquires with the use of funds pursuant to this Agreement before closing and taking title to such property:

- (a) A covenant prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants.
- (b) A covenant/transfer restriction including a reversionary clause consistent with the terms and conditions found in Article VIII, Paragraph E.2., above.

The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenants and transfer restrictions, and will not itself so discriminate.

The Subrecipient shall obtain advance written approval from Grantee of the specific language of the covenants and transfer restrictions to be included on the deed for any real property acquired by Subrecipient with the use of funds pursuant to this Agreement.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Hiring Practices

1. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632). "Minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by Grantee, the State of Wisconsin Department of Administration, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient's contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity Statement

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity employer.

5. Subcontract Provisions

Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. 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.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to

those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability or legal incapacity exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other disability or legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every approved subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. 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.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. 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 Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. 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 any Federal contract, grant, loan, or cooperative agreement;

- b. 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," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- 1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, *et seq.*), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XVI. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin **and federal law and regulations**, to the extent **applicable**. ~~that there is no conflict with federal law or applicable CDBG program requirements.~~ The venue for any dispute shall be Ozaukee County, Wisconsin.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

GRANTEE: OZAUKEE COUNTY

SUBRECIPIENT: FAMILY PROMISE OF OZAUKEE COUNTY, INC.

By: _____
Title: Chief Elected Official or Executive Officer

By: _____
Title: _____

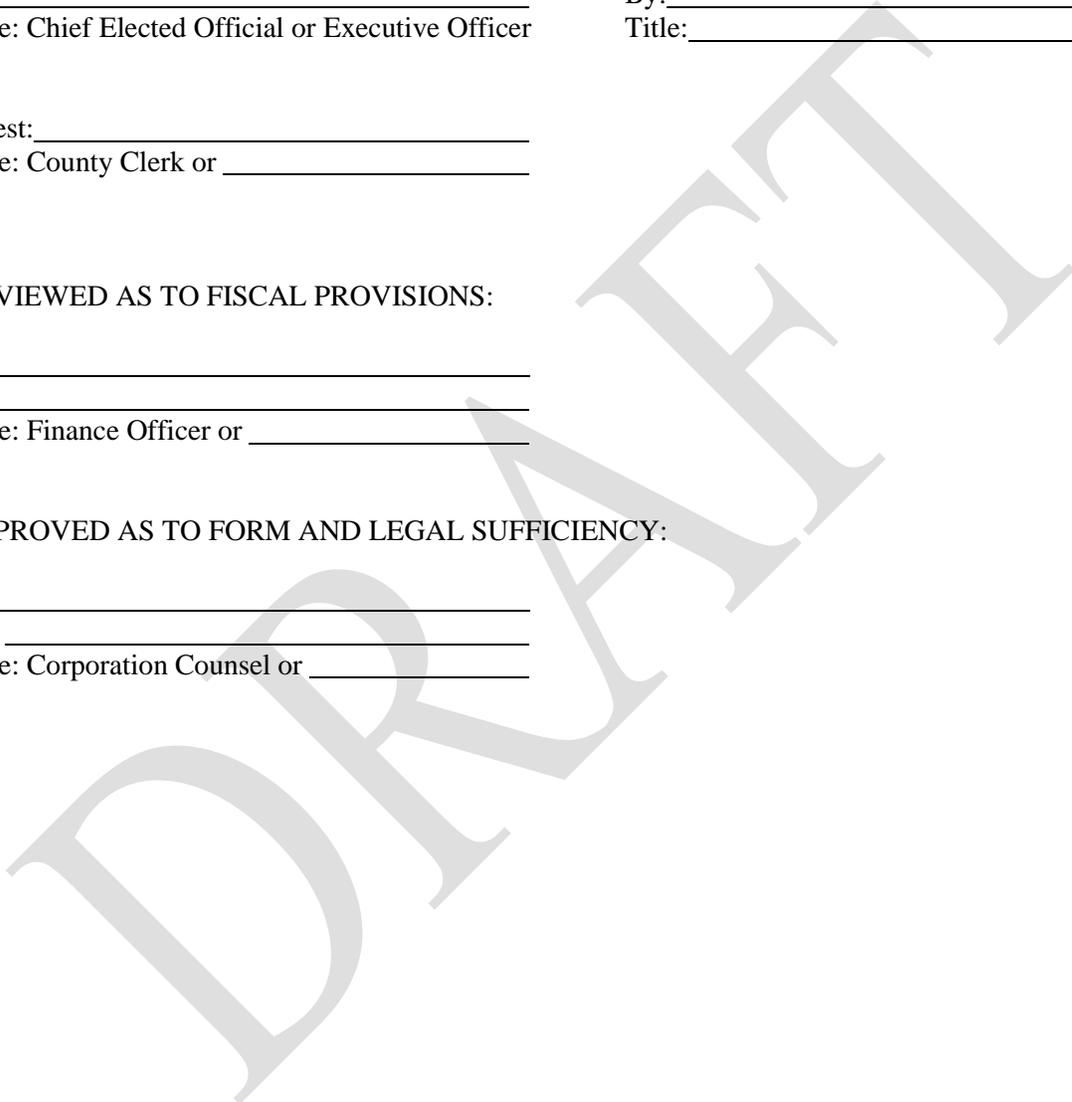
Attest: _____
Title: County Clerk or _____

REVIEWED AS TO FISCAL PROVISIONS:

By: _____
Title: Finance Officer or _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Title: Corporation Counsel or _____



ATTACHMENT A

SCOPE OF SERVICES

Program Delivery and Core Services

- Activity #1 Subrecipient to acquire/construct property/building with approximately 5,000 square feet of usable space as an emergency/homeless shelter and related facilities for homeless individuals and families in Ozaukee County, Wisconsin. Activity to include any necessary or related acquisition costs, architecture and design services and costs, and building renovations and related costs. Facility to provide secure suites for single males, single females and family units with private bath facilities and meal preparation areas. Facility to include service space including office, reception, meeting, meal preparation, play/common area, gather room, shower and bathroom facilities and client workspace.
- Activity #2 Grant funds provided under this Agreement to provide for 1 year of operating budget, including related staffing.
- Activity #3 Subrecipient to otherwise ensure full compliance with all material terms and provisions of Grant Agreement.

General Administration

The Subrecipient certifies that the following general administrative services will be performed in support of the activities noted above: Recordkeeping, Financial Management, and submission of all documentation required for submittal by the Grantee to DEHCR as stipulated in Attachment D Performance Schedule in a timely manner.

National Objectives

All activities funded with CDGB-CV funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet the following HUD National Objective: Benefit to Low-and Moderate-Income Persons – Limited Clientele – HUD presumed group: Homeless Persons.

Description of how National Objective will be met: Through the acquisition, construction and implementation of an Emergency Homeless Shelter that meets the criteria for the Limited Clientele groups as outlined by HUD, as it exclusively benefits a generally presumed by HUD group to be principally low-and moderate-income persons; which are homeless persons in need of an emergency homeless shelter.

Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

During the Term of this Agreement the Subrecipient agrees to provide the following levels of

program services to the extent of need within the Ozaukee County community, but in no event less than as required by HUD National Objectives, CDBG-CV and the Grant Agreement:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Emergency Homeless Shelter	224-248 Units	2,920 Units

[NOTE: Units are equal to rooms available per day, i.e. 8 room available per day would be equal to 56 units per week.]

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ATTACHMENT B

STAFFING

Key Personnel

Position / Title	Name
Full Time Shelter Manager - 1	
Part Time Case Manager - 1	
Shelter Assistants - 5	

Staffing

Position	Name	Percent Time ¹	Hourly Rate	COST
Shelter Manager				
Case Manager				
Shelter Assistants				

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¹ The percent of time should reflect the ratio of estimated time spent on this CDBG-CV program/project divided by the total hours worked annually.

ATTACHMENT C**PERFORMANCE MONITORING**

The following is a partial listing of the areas that the Grantee may monitor to ensure Subrecipient compliance with the Subrecipient Agreement and all referenced and/or applicable laws and regulations. The items listed below represent some, but not all of the items that the County may examine:

- Record Keeping Systems (24 C.F.R. 570.506)
 - Overall filing system – Can the required records be quickly and easily found
 - Contractor bonding and insurance
 - National Objective - Do files have the necessary back up documentation to verify beneficiary eligibility for the National Objective the activity is meeting
- Financial Management Systems
 - Did Subrecipient expend \$750,000 or more in Federal funds (from all sources) during the Subrecipient's last fiscal year?
 - If yes, was an Independent Audit prepared?
 - If yes, the County will need a copy for its records.
 - If no, the County will need to know why one was not prepared.
- Procurement & Bonding
 - Procurement Procedures
 - Conflict of Interest
- Non-Discrimination and Actions to Further Fair Housing

ATTACHMENT D

PERFORMANCE SCHEDULE

Submit the following documentation required for the Grantee to submit to DEHCR:

<p>Prior to Construction and Acquisition and/or Start of Program</p>	<ul style="list-style-type: none"> • Establish record keeping system. • Establish financial management system. • Procure engineering and administrative services, if contracting with third-party firm(s) for these services. • Submit “Notice of Acquisition/Relocation to DEHCR” form (if applicable) • Complete acquisition and relocation requirements for property purchase, easement(s), etc., if applicable to project. • Obtain federal Davis-Bacon wage rates, if federal labor standards are applicable to project.
	<ul style="list-style-type: none"> • Complete Record of Wage Decision Selection Form prior to bidding, if federal labor standards are applicable to project; and submit to grantee for submission to DEHCR CDBG Project Representative for review. • Prepare and solicit construction and/or demolition related bids, if applicable. • Check for wage decision updates prior to bid opening and inform potential bidders of updates, if federal labor standards are applicable to project. • Submit Notice of Contractor Award form(s) for prime contract(s) awarded, if applicable. • Submit detailed bid tabulation summary to DEHCR CDBG Project Representative, if applicable. • Obtain all necessary permits. • Hold pre-construction meeting (pre-construction meeting is optional but strongly recommended). Submit meeting minutes/notes to DEHCR CDBG Project Representative, if a pre-construction meeting was held.
<p>July 31, 2021</p>	<ul style="list-style-type: none"> • Begin Construction and/or Start Program. Document and report progress and/or delays to DOA.
<p>September 25, 2021</p>	<ul style="list-style-type: none"> • Submit Semi-Annual LSER (if applicable) and MBE/WBE Report for the period of April 1, 2021 through September 30, 2021, and Annual Section 3 Report for the period of October 1, 2020 through September 30, 2021 [reporting activities March 30, 2021 (the Award Date) through September 30, 2021], unless notified by DEHCR CDBG Project Representative of another submission date.
<p>October 15, 2021</p>	<ul style="list-style-type: none"> • Submit Semi-Annual Report and supporting documentation for the period of April 1, 2021 through September 30, 2021 [reporting activities March 30, 2021 (the Award Date) through September 30, 2021]. Reporting must follow the guidance provided in the CDBG Implementation Handbook.

January 15, 2022	<ul style="list-style-type: none"> • Submit Single Audit Statement for CY2021 to Grantee to submit to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2022, whichever date is earlier).
March 25, 2022	<ul style="list-style-type: none"> • Submit Semi-Annual LSER (if applicable), MBE/WBE Report, and Section 3 Report for the period of October 1, 2021 through March 31, 2022, unless notified by DEHCR CDBG Project Representative of another submission date.
April 15, 2022	<ul style="list-style-type: none"> • Submit Semi-Annual Report and supporting documentation for the period of October 1, 2021 through March 31, 2022. Reporting must follow the guidance provided in the CDBG Implementation Handbook.
September 25, 2022	<ul style="list-style-type: none"> • Submit Semi-Annual LSER (if applicable) and MBE/WBE Report for the period of April 1, 2022 through September 30, 2022, and Annual Section 3 Report for the period of October 1, 2021 through September 30, 2022, unless notified by of alternate submission date by DEHCR CDBG Project Representative.
September 30, 2022	<ul style="list-style-type: none"> • Complete Single Audit and submit Single Audit Report for CY2021 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2022, whichever date is <i>earlier</i>). Submit record of this submission to grantee for submission to DEHCR CDBG Project Representative, if required to complete a Single Audit for CY2021. Reporting must follow the guidance provided in the CDBG Implementation Handbook. • Attend second Public Hearing to report project progress to, and receive input from, local community regarding the CDBG project.
October 15, 2022	<ul style="list-style-type: none"> • Submit Semi-Annual Report and supporting documentation to grantee for submission to DEHCR CDBG Project Representative for the period of April 1, 2022 through September 30, 2022. Reporting must follow the guidance provided in the CDBG Implementation Handbook. • Submit Client Income Certification Report and supporting Client Income Certification Forms for the period of April 1, 2022 through September 30, 2022.
January 15, 2023	<ul style="list-style-type: none"> • Submit Single Audit Statement for CY2022 to grantee for submission to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2023, whichever date is <i>earlier</i>).

March 25, 2023	<ul style="list-style-type: none"> • Submit Semi-Annual LSER (if applicable), MBE/WBE Report, and Section 3 Report for the period of October 1, 2022 through March 31, 2023, unless notified by grantee of alternate submission date by DEHCR CDBG Project Representative.
March 31, 2023	<ul style="list-style-type: none"> • Complete all Construction and/or Program Activities. • End of Construction Period. <i>No construction expenses incurred after this date.</i>
May 31, 2023	<ul style="list-style-type: none"> • Submit Final Payment Request and supporting documents. • Submit Project Completion Report and supporting documents. • Submit Final Summary Narrative and supporting documents for the period of October 1, 2022 through May 31, 2023 (with the Completion Report). Reporting must follow the guidance provided in the CDBG Implementation Handbook. • Submit Semi-Annual LSER (if applicable) and MBE/WBE Report for the period of April 1, 2023 through May 31, 2023 (with Completion Report). • Submit Final Labor Standards Compliance Report (LSCR) for each prime contractor (with Completion Report), if applicable. • Submit Annual Section 3 Report for the period of October 1, 2022 through September 30, 2023 (with Completion Report). • Submit Client Income Certification Report and supporting Client Income Certification Forms for 12 months following the opening of the Emergency Shelter.
September 30, 2023	<ul style="list-style-type: none"> • Complete Single Audit and submit Single Audit Report for CY2022 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2023, whichever date is <i>earlier</i>). Submit record of this submission to Grantee for submission to DEHCR CDBG Project Representative, if required to complete a Single Audit for CY2022. Reporting must follow the guidance provided in the CDBG Implementation Handbook.

January 15, 2024	<ul style="list-style-type: none">• Submit Single Audit Statement for CY2023 to Grantee for submission to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2024, whichever date is <i>earlier</i>).
September 30, 2024	<ul style="list-style-type: none">• Complete Single Audit and submit Single Audit Report for CY2023 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2024, whichever date is <i>earlier</i>). Submit record of this submission to Grantee for submission to DEHCR CDBG Project Representative, if required to complete a Single Audit for CY2023. Reporting must follow the guidance provided in the CDBG Implementation Handbook.

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ATTACHMENT E
BUDGET

ACTIVITY	CDBG FUNDS	MATCH FUNDS <i>(if applicable)</i>	TOTAL COSTS <i>(by Activity)</i>
Acquisition - Land	\$ -	\$ -	\$ -
Acquisition - Building(s)	\$ 430,000.00	\$ -	\$ 430,000.00
Building Improvements	\$ -	\$ -	\$ -
Center/Facility Construction	\$ 900,000.00	\$ -	\$ 900,000.00
Clearance - Site	\$ -	\$ -	\$ -
Homeless/Transitional Housing	\$ 350,000.00	\$ -	\$ 350,000.00
Rental/Mortgage Assistance	\$ -	\$ -	\$ -
Microenterprise Assistance	\$ -	\$ -	\$ -
Job Creation/Retention Business	\$ -	\$ -	\$ -
Food Pantry Service	\$ -	\$ -	\$ -
Employment Services	\$ -	\$ -	\$ -
Health Services	\$ -	\$ -	\$ -
Increased Staff Wages & Benefi	\$ -	\$ -	\$ -
Maintaining Facility for Public Se	\$ -	\$ -	\$ -
Other (specify)	\$ -	\$ -	\$ -
Other (specify)	\$ -	\$ -	\$ -
Fixtures	\$ -	\$ -	\$ -
Furnishings		\$ -	\$ -
Engineering/Architecture	\$ 75,000.00	\$ -	\$ 75,000.00
Administration	\$ 30,000.00	\$ -	\$ 30,000.00
Sub-Total(s):	\$ 1,785,000.00	\$ -	\$ 1,785,000.00

Attachment: Subrecipient Agreement - CDBG-CV Funds to Family Promise of Ozaukee County_DRAFT_JW_7-30-2021 (7170) : Review/Approve

EXHIBIT VI

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “Agreement”) is made and entered into effective as of the 31st day of July, 2021 by and among [] (the “Escrow Agent”), OZAUKEE COUNTY (“Grantee”), and FAMILY PROMISE OF OZAUKEE COUNTY, INC. (“Subrecipient”). Grantee and Subrecipient are each a “Party” and together, the “Parties”.

RECITALS:

A. Grantee and Subrecipient are Parties to that certain Subrecipient Agreement dated July [], 2021 (the “Subrecipient Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Subrecipient Agreement.

B. The Subrecipient Agreement requires Subrecipient to establish an escrow fund to be paid to Grantee in the event that any real property acquired or improved upon with CDBG-CV grant funds reverts back to Grantee (“Grant-Funded Real Property”), or if the Subrecipient Agreement is terminated, cancelled or has expired during the term and time of performance as described in Section II of the Subrecipient Agreement (the “Escrow Term”).

NOW, THEREFORE, for and in consideration of the premises, covenants and agreements hereinafter made, the receipt and sufficiency of which are hereby acknowledged, Grantee, Subrecipient, Shareholders and Escrow Agent agree as follows:

CREATION AND ADMINISTRATION

1.1 Appointment of Escrow Agent. Grantee and the Subrecipient hereby appoint and designate the Escrow Agent as escrow agent to receive, hold and disburse the Escrow Fund (as such term is defined in Section 1.2), and the Escrow Agent hereby accepts such appointment and designation.

1.2 Establishment of Escrow Fund.

(a) The Parties have herewith deposited with the Escrow Agent, and the Escrow Agent acknowledges receipt of Ninety Thousand Dollars (\$90,000) (the “Escrow Fund”). The Escrow Fund and any other securities, cash or other property delivered to or held by the Escrow Agent under the terms hereof shall constitute the “Escrow Fund.” The Escrow Fund shall be held by the Escrow Agent in escrow subject to the terms and conditions set forth herein.

(b) The beneficial ownership interest in the Escrow Fund is, subject to the terms of the Subrecipient Agreement and this Agreement, vested in Subrecipient, and Subrecipient hereby authorizes and appoints [] (“Authorized Person”) to act on its behalf, to receive and give all notices hereunder on its behalf and to bind Subrecipient with respect to all matters hereunder, and Grantee and Escrow Agent shall be entitled to take direction with respect to all matters hereunder on behalf of the Subrecipient from Authorized Person whose actions and directions shall be binding upon the Subrecipient for all purposes.

1.3 Investment of Escrow Fund. The Escrow Agent shall invest the Escrow Fund as directed in writing by Authorized Person, or, absent such written instructions, the Escrow Agent or its nominee shall invest such assets only in one or more of the following: (a) direct, short-term obligations

of the United States Government or its instrumentalities; (b) mutual funds which invest all or substantially all of their assets in direct, short-term obligations of the United States government (including those offered by the Escrow Agent); (c) variable rate certificates of deposit (including those of the Escrow Agent); (d) short-term investments in money market accounts of one or more United States banks (which may include the Escrow Agent if it is a bank) having total assets in excess of \$100,000,000, in each case having maturities of not more than 90 days; or (e) municipal or corporate bonds having a credit rating of A (Moody's or S&P) or better.

1.4 Claims against the Escrow Fund.

(a) A claim by Grantee against the Escrow Fund may be made at any time prior to end of the Escrow Term of this Agreement (the "Termination Date") by delivery to Escrow Agent, with a copy to Subrecipient, of a certificate executed by Grantee (an "Grantee's Certificate"), stating that the Subrecipient Agreement has been terminated, cancelled or has expired, or that any Grant-Funded Real Property has reverted to Grantee. Subrecipient may in good faith object to such Grantee's Certificate by delivering to Grantee, with a copy to Escrow Agent, a written statement setting forth, in reasonable detail, the basis of such objection to the Grantee's Certificate (or portion thereof) ("Subrecipient's Response"). If Subrecipient's Response is not received by Grantee and Escrow Agent within ten (10) days after Grantee delivers the Grantee's Certificate, the Grantee's Certificate shall be deemed valid, conclusive and binding upon all Parties and shall be satisfied by Escrow Agent from the Escrow Fund (or in part, if the Escrow Fund are not sufficient to satisfy the losses described therein in full) by delivery of payment therefrom to Grantee. If Grantee and Escrow Agent receive Subrecipient's Response within the ten (10) day period described above, that portion of the Escrow Fund to which Subrecipient's Response relates shall not be satisfied by Escrow Agent from the Escrow Fund (in part, if the Escrow Fund are not sufficient to satisfy such portion of the losses described in the Grantee's Certificate in full) unless and until Escrow Agent receives: (a) written notice from Subrecipient consenting to the payment of such disputed portion of the Escrow Fund to Grantee, or (b) a certified copy of a judgment, decree or award of a court, arbitrator or other authority of competent jurisdiction requiring the payment of money by Subrecipient as to the disputed portion of the Escrow Fund. If Subrecipient's Response does not include an objection to the entire losses described in the related Grantee's Certificate, then the portion of the such losses to which Subrecipient's Response does not object shall be deemed valid, conclusive and binding upon the Parties and shall be satisfied by Escrow Agent from the Escrow Fund (in part, if the Escrow Fund are not sufficient to satisfy the losses described in the Grantee's Certificate in full) by delivery of payment therefrom to Grantee.

(b) A claim by Subrecipient against the Escrow Fund may be made at any time prior to the Termination Date by joint written direction from Subrecipient and Grantee to the Escrow Agent. In the event that Subrecipient determines that it is in the best interest of the Subrecipient and the CDBG project constructed pursuant to the Subrecipient Agreement to make a claim against the Escrow Fund, Subrecipient shall notify grantee in writing setting forth the need for such disbursement of the Escrow Fund as well as supporting documentation and requesting Grantee consent to such disbursement. Grantee agrees to not unreasonably withhold, condition or delay such consent to disbursement of the Escrow Fund to Subrecipient.

(c) The Parties' compliance (or failure to comply) with the notice provisions of this Section 1.4 shall be binding upon such Parties for purposes of determining their respective entitlement to and disbursements of the Escrow Fund; provided, however, that disbursements by Escrow Agent of the Escrow Fund under this Section 1.4 shall only be made pursuant to a joint written direction (which may be by email) executed by Subrecipient and Grantee or their respective legal representatives (a "Direction"), which direction shall further specify the party or parties to whom such disbursement is to be

made, or by non-appealable order of a court of competent jurisdiction. By way of example: if Grantee delivers a Grantee's Certificate detailing a losses and Subrecipient delivers a Subrecipient's Response disputing the such losses more than ten (10) days following delivery of the Grantee's Certificate, Grantee shall be entitled to have such losses paid from the Escrow Fund; and if Subrecipient fails or refuses to sign and deliver its Direction to the Escrow Agent authorizing such required disbursement to Grantee, a court of competent jurisdiction shall order such disbursement based solely upon confirmation of the required timing and delivery of the Parties' notices as, in this example, outlined above.

1.5 Release of Escrow Fund; Termination of Escrow.

(a) On the Termination Date, Escrow Agent shall pay to Subrecipient, the entire portion of the remaining Escrow Fund, if any, that exceeds the amount of money sufficient to satisfy all losses and pending claims by Grantee for Losses for which Escrow Agent has received notice pursuant to Section 1.4(a) hereof, if any (the "Remaining Balance").

(b) After the resolution of all claims of losses pending on the Termination Date and, if applicable, payment therefore in the manner described in Section 1.4 above, Escrow Agent shall promptly deliver to Subrecipient the remaining Escrow Fund, if any.

(c) The Parties' compliance (or failure to comply) with the notice provisions of this Section 1.5 shall be binding upon such Parties for purposes of determining their respective entitlement to and disbursements of the Escrow Fund; provided, however, that disbursements by Escrow Agent of the Escrow Fund under this Section 1.5 shall only be made pursuant to a joint written direction (which may be by email) executed by Subrecipient and Grantee or their respective legal representatives (a "Direction"), which Direction shall further specify the party or parties to whom such disbursement is to be made, or by non-appealable order of a court of competent jurisdiction.

(d) The purpose for the deposit of the Escrow Fund herein is to provide a source of funds to pay or otherwise satisfy losses by Grantee related to the termination, cancellation or expiration of the Subrecipient Agreement prior to the Termination Date; provided, however, that the Escrow Fund shall not constitute nor be deemed a limit or cap on Subrecipient's or any other parties' liability for or in connection with any damages or losses under and pursuant to the Subrecipient Agreement and shall not limit the obligations of Subrecipient, Authorized Person or such other parties under the Subrecipient Agreement or otherwise in connection therewith.

(e) In the event of any disagreement between Grantee and Subrecipient resulting in adverse or contradictory claims or demands being made in connection with the Escrow Fund, Escrow Agent may commence an interpleader action and deposit the Escrow Fund with a court of competent jurisdiction and in such event shall be relieved of any and all further liability to Grantee and Subrecipient hereunder. Grantee and Subrecipient shall severally reimburse Escrow Agent for any and all expense, including reasonable attorneys' fees and other costs and expenses, incurred by Escrow Agent relating to the commencement of such interpleader action.

ESCROW AGENT

1.6 The Escrow Agent.

(a) The Escrow Agent shall be entitled to receive compensation for its services hereunder in accordance with the Compensation Schedule attached hereto as Schedule A (the cost of which compensation shall be borne equally by Grantee and Subrecipient) and reimbursement of its

reasonable out-of-pocket expenses, including the reasonable fees and costs of attorneys or agents as are reasonable and necessary to perform of its duties hereunder. All such reimbursement amounts shall be paid from the Escrow Fund.

(b) The Escrow Agent shall be held to the exercise of reasonable care in carrying out its obligations under this Agreement, and shall be without liability to Grantee or Subrecipient for any loss, damage, cost, expense (including attorneys' fees and disbursements), liability or claim which does not arise from its gross negligence or willful misconduct. In no event shall the Escrow Agent be liable for special or consequential damages.

(c) The Escrow Agent shall be jointly and severally indemnified and held harmless by Grantee and Subrecipient from and against all losses, damages, costs, charges, payments, liabilities and expenses, including the costs of litigation, investigation and reasonable legal fees incurred by the Escrow Agent and arising directly or indirectly out of its role as Escrow Agent pursuant to this Agreement, except to the extent caused by or resulting from its gross negligence or willful misconduct. In the event a dispute arises between the Parties and Escrow Agent is made a party to any litigation, arbitration or other such litigious situation, Grantee and Subrecipient agree that Escrow Agent shall be represented by legal counsel of its own choosing and the cost for such representation shall be borne by the Grantee and Subrecipient.

(d) The Parties hereto agree that the Escrow Agent does not assume any responsibility for the failure of any of the Parties to make payments or perform the conditions of this Agreement as set forth herein, nor shall the Escrow Agent be responsible for the collection of any monies provided to be paid to it, nor shall the Escrow Agent have any discretion with respect to the disposition or investment of the Escrow Fund (except as expressly set forth in this Agreement). The Escrow Agent shall have no duties or obligations whatsoever except such duties and obligations as are specifically set forth in this Agreement, and no covenant or obligation shall be implied in this Agreement against the Escrow Agent.

(e) Absent its actual knowledge to the contrary, the Escrow Agent may rely absolutely upon the genuineness and authorization of the signature and/or purported signature of any Party upon any instruction, notice, release, receipt and other document delivered to it pursuant to and in apparent compliance with this Agreement. The provisions of this Section 2.1 shall survive termination of the escrow arrangement contemplated hereby.

1.7 Resignation of Escrow Agent. The Escrow Agent may resign at any time upon giving sixty (60) days written notice to the other Parties hereto. The Parties hereto agree that they will jointly appoint a successor escrow agent within sixty (60) days after receipt of such notice, and the Escrow Agent hereby agrees that, upon receiving joint written instructions from Grantee and Subrecipient, it shall turn over and deliver to such successor escrow agent the Escrow Fund and other amounts held by it pursuant to this Agreement in accordance with the terms of such written instructions (as well as all applicable records and a list of disbursements) and render an accounting as required by Section 2.5 hereof. If a successor Escrow Agent is not appointed by the Parties within such sixty (60)-day period, the Escrow Agent may at its option either (a) appoint a successor escrow agent not related to or affiliated with either Grantee or Subrecipient, or (b) tender to Grantee and the Subrecipient a bill of sale or a check or checks, payable jointly to Grantee and the Subrecipient for other assets, if any, in the Escrow Fund, as a result of which the Escrow Agent herein shall be fully relieved of any further liabilities under this Agreement to any and all Parties.

1.8 Removal of Escrow Agent. Grantee and the Subrecipient together shall have the right to remove the Escrow Agent hereunder by giving notice in writing to the Escrow Agent, specifying the date upon which such removal shall take effect and executed by Grantee and the Subrecipient. In the event of such removal, Grantee and the Subrecipient agree that they will appoint a successor Escrow Agent within thirty (30) days after the giving of such notice and the Escrow Agent hereby agrees that, upon receiving joint written instructions from Grantee and the Subrecipient, it shall turn over and deliver to such successor Escrow Agent the Escrow Fund and other amounts held by it pursuant to this Agreement in accordance with the terms of such written instructions (as well as all applicable records and a list of disbursements) and render an accounting as required by Section 2.5 hereof.

1.9 Successor Escrow Agent. Upon receipt of the Escrow Fund and any other amounts held by the Escrow Agent pursuant to this Agreement, the successor escrow agent shall thereupon be bound by all of the provisions hereof and the term “Escrow Agent” as used herein shall mean such a successor Escrow Agent.

1.10 Accounting. In the event of the resignation or removal of the Escrow Agent, upon the termination of the Escrow Fund or the termination of this Agreement or upon demand under reasonable circumstances, the Escrow Agent shall render to Grantee and the Subrecipient and to the successor Escrow Agent, if any, a written accounting of its management of the Escrow Fund and all distributions thereof.

GENERAL

1.11 Tax Matters. For tax purposes, including, without limitation, federal income tax reporting purposes, the Escrow Agent, Grantee and the Subrecipient agree to treat Subrecipient as the beneficial owner of the assets held in the Escrow Fund as of the date hereof. The Escrow Agent shall be responsible for preparation, filing and distribution of all IRS 1099 Forms with respect to the assets held in the Escrow Fund. Subrecipient shall provide the Escrow Agent with all required information necessary to enable the Escrow Agent to comply with the reporting and backup withholding obligations of the Internal Revenue Code of 1986, as amended. Subrecipient will provide Escrow Agent upon set up of the Escrow Account with a W-9 federal taxpayer form for tax payer identification number.

1.12 Other Disposition. Notwithstanding anything herein to the contrary, the Escrow Agent shall promptly dispose of all or any part of the Escrow Fund as directed by a writing signed by Grantee and Subrecipient.

1.13 Governing Law. This Agreement shall be construed under and governed by the laws of the State of Wisconsin excluding conflicts of laws principles except to the extent that such principles direct the application of Wisconsin law, and federal law and regulations to the extent applicable. and This agreement shall inure to the benefit of and be binding upon the successors, assigns, heirs and personal representatives of the Parties hereto. Each Party to this Agreement hereby (i) submits to the exclusive jurisdiction of the courts of the State of Wisconsin located in Ozaukee County and the U.S. District Court for the Eastern District of Wisconsin (and the appellate courts with jurisdiction over appeals from such courts) for the resolution of all disputes arising out of this Agreement, and (ii) waives any objection to the laying of venue therein or any objection to such forum based on the doctrine of forum non conveniens or any similar doctrine.

1.14 Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement will be in writing and will be deemed to have been duly given: (i) on the date of delivery if personally delivered by hand, (ii) upon the third day

after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, (iii) upon the date scheduled for delivery after such notice is sent by a nationally recognized overnight express courier or (iv) if by fax upon written confirmation (including the automatic confirmation that is received from the recipient’s fax machine) of receipt by the recipient of such notice. Such notices shall be sent to the Parties at the addresses and fax numbers set forth below:

If to Escrow Agent:

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Attn: [Redacted]
Telephone: [Redacted]
Facsimile: [Redacted]
Email: [Redacted]

If to Grantee:

Ozaukee County
Attn: Jason Dzwinel, County Administrator
121 W. Main Street
Port Washington, WI 53074
Telephone: 262-284-9411
Email: jdzwinel@co.ozaukee.wi.us

If to Subrecipient:

Family Promise of Ozaukee County, Inc.
Attn: Kathleen Christenson Fischer, CEO
136 W. Grant Avenue
Port Washington, WI 53074
Telephone: 262-268-2723
Email: [Redacted]

1.15 Counterparts. This Agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument.

1.16 Amendment. This Agreement may not be amended except by an instrument in writing executed by all Parties hereto.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties, or their duly authorized representatives, have executed this Escrow Agreement as of the date first set forth above.

ESCROW AGENT:

[Redacted]

By: _____

Name: _____

Title: _____

GRANTEE:

OZAUKEE COUNTY

By: _____

Name: _____

Title: _____

SUBRECIPIENT:

FAMILY PROMISE OF OZAUKEE COUNTY, INC.

By: _____

Name: _____

Title: _____

DRAFT