

2009  
 COMMUNITY-BASED ECONOMIC DEVELOPMENT AGREEMENT  
 BETWEEN THE  
 WISCONSIN DEPARTMENT OF COMMERCE  
 AND  
 THE CITY OF STOUGHTON

This Agreement is entered into by and between the Wisconsin Department of Commerce ("Department") and the City of Stoughton ("Grantee").

WHEREAS, the Grantee has applied for a grant under the Community-Based Economic Development (CBED) Program s. 560.14 Wis. Stats.; and

WHEREAS, the Department has approved the Grantee's application and has determined that the Grantee is eligible for a grant under the CBED Program;

NOW, THEREFORE, the Department agrees to grant up to Ten Thousand Dollars (\$10,000) of CBED funds to the Grantee for the period of June 15, 2009 through December 31, 2010, subject to the following provisions:

1) BUDGET

The Grantee shall spend the CBED grant strictly as described under the Terms of this Agreement and also contribute, expend or pay a minimum of Ten Thousand Dollars (\$10,000) of matching funds in accordance with the following budget:

<u>Budget Code</u>	<u>Description</u>	<u>CBED Share</u>	<u>Grantee Share</u>
0360	Planning	\$10,000	\$10,000
<b>TOTAL PROJECT BUDGET</b>			<b>\$53,000</b>

2) SCOPE OF SERVICES

The Grantee shall complete the following activities ("the Project") as described in its application dated January 30, 2009 according to the following schedule:

<u>Activities</u>	<u>Time frame</u>
Conduct a feasibility study for a business incubator in downtown Stoughton.	By June 30, 2010
Complete the Project described in this contract.	December 31, 2010
Submit final Request for Reimbursement, with Final Project Report.	December 31, 2010

3) DISBURSEMENTS AND DOCUMENTATION

- a) Upon the Department's receipt and approval of the Grantee's requests for reimbursement and supporting documents, payments shall be sent to:

Ms. Laurie Sullivan, Finance Director  
 City of Stoughton  
 381 East Main Street  
 Stoughton, WI 53589

- b) Payments shall be made on a reimbursement basis for expenses incurred on activities listed in and within the timeframe of this contract upon the Department's receipt and approval of documentation supporting the Grantee's requests for reimbursement.
- c) The Grantee shall use the payment request forms in Attachment A when requesting reimbursements.
- d) All requests for reimbursement must include a Project Report using the forms in Attachment B.
- e) The Grantee shall document the expenditure of at least Ten Thousand Dollars (\$10,000) in matching funds on or before December 31, 2010. The Department shall withhold payment of the Grantee's final request for reimbursement until documentation is provided that all matching funds as described in this contract have been expended.
- f) No funds provided under this Agreement may be used to pay the Grantee's overhead costs or to replace funds from any other source.
- g) The Department shall not provide reimbursement for services provided by another party unless the Grantee has complied with the requirements contained in Section 5.
- h) The Department may withhold or deny payments hereunder if the Department determines that the Grantee has failed to provide adequate documentation of expenses, failed to make adequate progress on the Project, failed to file required reports, is requesting reimbursement for expenses that do not comply with the terms or provisions of this agreement, or is otherwise in default under the terms of this Agreement.

4) SUBCONTRACTS

The Grantee shall not subcontract any of the activities cited in Section 2, Scope of Services, without written approval from the Department. If written approval is provided, the Grantee shall provide the Department, upon request, with copies of all subcontracts or agreements with other parties hired to perform services related to the Project.

5) ACCOUNTING AND RECORDKEEPING

- a) Records: The Grantee shall prepare, keep and maintain all records showing the amount and disposition of funds provided under this Agreement. Financial records shall be kept in accordance with generally accepted accounting principles.
- b) Examination of Records: The Department shall have access to and may request copies, at no cost to itself, of any records which relate directly to the project for purposes of examining, auditing, excerpting or copying. Such records shall be retained for three (3) years following completion of this Agreement.
- c) Audit Report Guidelines: For awards over \$30,000, an audited report of funds expended in accordance with this Agreement shall be delivered to the Department by June 30, 2011. The audit shall be prepared to the satisfaction of the Department.
- d) Inspection and Review: Any duly authorized representative of the Department shall, at all reasonable times, have access to the Project and records relating thereto.

6) NONDISCRIMINATION IN EMPLOYMENT

In connection with the Project, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in sec. 51.01(5), Stats., sexual orientation or national origin. This provision shall

include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places available for employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

7) AFFIRMATIVE ACTION COMPLIANCE

All awards of Twenty Five Thousand Dollars (\$25,000) or more require the submission of a written Affirmative Action plan. Grantees with an annual workforce of less than Ten employees are excluded from this requirement provided they submit an exemption request in writing using the forms contained in Attachment C.

Within Twenty Five (25) days after the execution of this Agreement, a written affirmative action plan shall be submitted to the Department's designated liaison at the following address:

Wisconsin Department of Commerce  
Attn: Mr. Doug Thurlow  
P. O. Box 7970  
Madison, WI 53707

An "Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of the affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where representation of women, minorities, and the disabled is deficient, (5) goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balanced workforce, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) the establishment of internal monitoring and reporting systems to measure progress regularly.

8) NOTIFICATION OF POSITION OPENING

Pursuant to sec 106.16, Stats., the Grantee shall notify the Wisconsin Department of Workforce Development and Human Relations, local Job Service office and the Area Private Industry Council of any job openings or positions related to the Project. The Grantee shall provide this notice at least two weeks prior to advertising for such positions.

9) CONTRACT AMENDMENTS

This Agreement may not be amended except pursuant to a written amendment signed by the Department and the Grantee.

10) WAIVER

The failure of the Department to timely enforce any obligation of the Grantee hereunder shall not constitute a waiver of the Grantee's obligation to perform its other obligations.

11) TERMINATION

The Department may terminate this Agreement, without prior notice if in its determination the Grantee fails to perform its obligations hereunder. Upon termination of this Agreement, the Grantee understands and agrees to repay all funds advanced to the Grantee and all reasonable attorney fees incurred in collecting the funds, together with accrued interest (from the date of the Grant award) at the annual rate of prime rate plus two (2) percent. The repayment shall become immediately due and payable to the Department upon the termination.

12) GOVERNING LAW AND VENUE

This Agreement is and shall be governed by the laws of Wisconsin. The Grantee shall comply with all applicable federal, state and local law which are in effect during the period of this Agreement. Any litigation arising out of this Agreement shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. The Grantee hereby consents to personal jurisdiction in those Wisconsin courts, and waives any defenses that it otherwise might have relating thereto.

13) WAIVER OF RIGHT TO JURY TRIAL

The Grantee hereby waives its right to a jury trial in connection with any judicial action or proceeding relating to the construction, interpretation or enforcement of this Agreement, or the recovery of any amounts that may be owed by the Grantee hereunder.

14) SEVERABILITY

The invalidity of any section of this Agreement shall not affect the validity of the remaining sections.

15) PUBLICITY

Any publications or news releases relating to this Project shall state that this Project was supported and financed by the Wisconsin Department of Commerce.

16) AUTHORITY TO SIGN DOCUMENT

The person(s) signing this Agreement on behalf of Recipient certifies and attests that the Recipient's respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreements, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Recipient, on whose behalf they are executing this document.

Recipient assumes full responsibility and holds the Department harmless for any and all payments made or any other actions taken by Department in reliance upon the above representation. Further, Recipient agrees to indemnify Department against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by Department resulting from or arising out of any such payment or other action, including reasonable attorney's fees and legal expenses.

The undersigned for the Grantee certifies that he/she/it has the power and authority to sign this agreement as or on behalf of the Grantee and to bind the Grantee to the provisions of the agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the Department.

WISCONSIN DEPARTMENT OF COMMERCE

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James D. Engle, Director  
Bureau of Planning and Downtown Development

Date

THE CITY OF STOUGHTON

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Mr. Jim Griffin, Mayor

Date

## ATTACHMENT "A"

This attachment contains the forms needed to complete a request for reimbursement. Each request submitted will consist of these two pages, with copies of all invoices in excess of \$1,000.

The first page is the "Request for Reimbursement." This form, with the blank spaces filled in, must be signed by the CEO or the person who had signed this contract. An original signature is required. The next page is the "Expense Log". This page is used to summarize all expenses that were incurred, including personnel expenses. Be sure to identify how much is being paid for by CBED dollars and how much is being paid by match. Also be sure to write the check number for all non-wage project-related expenses.

The Grantee shall not request nor disburse funds until needed and shall be the minimum amount necessary. The costs charged to the Grant must be allowable (including the "reasonable and necessary" standard) and allocable as specified in OMB Circular A-87, A-122 or A-21 (cost principles for Institutions of Higher Education) as appropriate.

date rec'd by DOC

**Wisconsin Community Based Economic Development  
REQUEST FOR REIMBURSEMENT**

Contract Number CBD4 FY09-19391		Grantee CITY OF STOUGHTON	
FEIN #:		Wismart #:	
Reimbursement Period Covered by this Request From: _____ To: _____		Request Number	

**PROJECT EXPENSES INCURRED DURING THIS PERIOD**

Budget Code	Budget Description	CBED Funds This Request	Match Funds This Request	Total Expenses This Request
0360	Planning	\$ _____	+ \$ _____	= \$ _____
<b>TOTAL SPENT-(including this request)</b>		<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>(+) REMAINING BALANCE:</b>		<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>(=) PROJECT BUDGET:</b>		<b>\$10,000</b>	<b>\$10,000</b>	<b>\$20,000</b>

**ORIGINAL SIGNATURE REQUIRED FOR PROCESSING.**  
I hereby certify that the expenses reported on this form are in accordance with the terms of the contract and that complete and accurate records are on file to substantiate such expenses.

\_\_\_\_\_  
Authorized Grantee Signature

\_\_\_\_\_  
Date

Commerce Representative:	Date:
Commerce Account Specialist:	Date:

Retain a copy of the completed form for your records and mail the original to:

**Department of Commerce  
Bureau of Local Development  
P.O. Box 7970  
Madison, Wisconsin 53707**





## **ATTACHMENT "B"**

The following is the Project Report form to be completed with each draw request.

Section 1. Businesses Assisted should only be completed if providing direct assistance to businesses is an obligation of your CBED contract. On this page you should report the businesses assisted through this grant and how your organization assisted them. All recipients must complete Section 2. Summary Narrative, where you describe the activities that have taken place as required by your contract timetable.

Each draw request should include a Project Report. Each progress report should only include those activities which have occurred since the prior draw request. Your final draw request should be marked "Final", and should include a Project Report which summarizes all the contract related activity that has incurred during the project. Your final progress report must be signed by the CEO of your organization using the form in Section 3., Certification.



2. SUMMARY NARRATIVE

Grantee: CITY OF STOUGHTON

CONTRACT NUMBER: CBD4 FY09-19391

REPORTING PERIOD:

Work Scheduled to Occur: (From timetable presented in Grantee application)

Work Accomplished:

Problems Encountered/Solutions:

Findings of Studies/Analysis:

**This form is only to be submitted with your final request.**

**3. CERTIFICATION**

I hereby certify that to the best of my knowledge and belief the data contained within this progress report are true and complete.

\_\_\_\_\_  
Signature of CEO

\_\_\_\_\_  
Date

**COMMERCE APPROVAL**

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Program Manager

\_\_\_\_\_  
Date