

Dane County Contract Cover Sheet

Revised 01/2026

BAF # 26136

Acct: Seitz / Jacobson

Mgr: D. Baltazar

Budget Y/N: _____

Res 030
significant

Dept./Division	CDBG/Housing Access and Affordability		
Vendor Name	City of Sun Prairie	MUNIS #	1390
Brief Contract Title/Description	The City of Sun Prairie will oversee the completion of eligible public infrastructure improvements for the Town Hall Crossing Development, including the extension of Kadow Lane to Town Hall Crossing Road and related sewer improvements such as sanitary sewer, water main, storm sewer, stormwater management, and street pavement, to support Habitat for Humanity of Dane County's development of forty-six (46) single-family homes, of which twenty-four (24) will be affordable single-family homes for low- and moderate-income households.		
Contract Term	January 1, 2026 - July 31, 2030		
Contract Amount	\$ 762,900.00		

Contract # Admin will assign	16356
Type of Contract	
☒	Dane County Contract
☐	Intergovernmental
☐	County Lessee
☐	County Lessor
☐	Purchase of Property
☐	Property Sale
☐	Grant
☐	Other

Department Contact Information		Vendor Contact Information	
Name	Contract Coordination Assistant	Name	Taylor Brown
Phone #	608-242-6200	Phone #	608-286-5853
Email	dcdhscontracts@danecounty.gov	Email	tbrown@cityofsunprairie.com
Purchasing Officer			

Purchasing Authority	☐ \$13,000 or under – Best Judgment (1 quote required)		
	☐ Between \$13,001 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	☐ Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	☒ Bid Waiver – \$46,000 or under (\$25,000 or under Public Works)		
	☐ Bid Waiver – Over \$46,000 (N/A to Public Works)		
	☐ N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Req #	1970	Org: CDCDBG	Obj: 20545	Proj:	\$ 762,900.00
			Org:	Obj:	Proj:	
	Year	2026	Org:	Obj:	Proj:	

Budget Amendment	
☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	☐ Contract does not exceed \$100,000		
	☒ Contract exceeds \$100,000 – resolution required.	Res #	030
	☐ A copy of the Resolution is attached to the contract cover sheet.	Year	2026

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☐ No modifications.	☐ Modifications and reviewed by:	☒ Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
Slaven, Shelby Digitally signed by Slaven, Shelby Date: 2026.06.02 16:19:10 -05'00'	EKL 5/29/26

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 6/1/26	Date Out: _____
☒ Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, June 1, 2026 1:35 PM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16356
Attachments: 16356.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/1/2026 1:36 PM	Approve: 6/1/2026 1:37 PM
	Rogan, Megan	Read: 6/1/2026 1:38 PM	Approve: 6/1/2026 1:39 PM
	Cotillier, Joshua	Read: 6/1/2026 1:56 PM	Approve: 6/1/2026 1:58 PM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #16356

Department: Human Services

Vendor: City of Sun Prairie

Contract Description: Town Hall Crossing Development Infrastructure (Res 030)

Contract Term: 1/1/26 – 7/31/2030

Contract Amount: \$762,900.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

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2026 RES-030

**AUTHORIZING A CONTRACT WITH THE CITY OF SUN PRAIRIE FOR TOWN HALL
CROSSING DEVELOPMENT INFRASTRUCTURE
DCDHS – HAA DIVISION**

Dane County has been awarded \$7,000,000.00 by the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) Pathways to Removing Obstacles to Housing (PRO Housing) Program. This competitive grant award will support Dane County's efforts to identify and remove barriers to affordable housing production and preservation. PRO Housing was authorized through the Consolidated Appropriations Act, 2024 (Public Law No. 118-42), and is administered by HUD.

Following the approval of Resolution 2024 RES-301, the County Executive signed the grant agreement with HUD for the awarded allocation of \$7,000,000.00 under the CDBG PRO Housing Program.

In accordance with Dane County's grant application and Action Plan, the City of Sun Prairie participated as a partner by contributing \$1,447,470.00 of leveraged funds to be matched with \$762,900.00 of CDBG PRO Housing funds to support infrastructure work related to the Town Hall Crossing Development. This work includes the extension of Kadow Lane to Town Hall Crossing Road and related infrastructure to support Habitat for Humanity of Dane County's development of forty-six (46) single-family homes, of which twenty-four (24) will be affordable single-family homes for low- and moderate-income households.

NOW, THEREFORE, BE IT RESOLVED that Dane County enters into a contract of \$762,900.00 with the City of Sun Prairie for the administration and completion of eligible public infrastructure improvements associated with the Town Hall Crossing Development using CDBG PRO Housing funds.

BE IT FURTHER RESOLVED that the County Executive and County Clerk are hereby authorized and directed to sign the agreement on behalf of Dane County, and that the Controller is authorized to make payments related to the execution of the contract.

<u>Vendor</u>	<u>Contract Amount</u>
City of Sun Prairie	\$762,900.00

BE IT FINALLY RESOLVED that the unspent funds from 2026 be carried forward for expenditure until 2030.

COUNTY OF DANE
Community Development Block Grant (CDBG) PRO Housing Agreement

Project Name:	CDBG PRO Housing – Infrastructure – Sun Prairie
CDBG Block Grant Number:	B-24-PH-55-0002
Grantee:	Dane County
Subrecipient:	City of Sun Prairie
Subrecipient's Address:	300 E Main Street Sun Prairie, WI 53590
Unique Entity Identification No.:	D9CNEADD4Q68
CFDA:	14.023
Agreement No.	16356
Agreement Begin Date:	January 1, 2026
Agreement Expiration Date:	July 31, 2030
Authority RES:	2026 RES-030
Maximum Cost:	\$762,900.00
Purchase Order No:	
Number of Pages:	48
Corporation Counsel Approval:	EKL 5/29/26

THIS AGREEMENT is made and entered into by and between the Dane County (hereafter referred to as "County"), whose address is 1819 Aberg Avenue, Madison, WI 53704 and City of Sun Prairie. (hereafter, "SUBRECIPIENT"). This Agreement is effective as of the date it is signed by all parties.

RECITALS:

WHEREAS COUNTY has applied for and received Community Development Block Grant (hereinafter called "CDBG") Funds, from the United States Department of Housing and Urban Development (hereinafter called "HUD") as provided by the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the CDBG PRO Housing funds awarded to the COUNTY are provided pursuant to the Consolidated Appropriations Act, 2024 and the Consolidated Appropriations Act, 2023 (collectively, the "Appropriations Acts"), and are administered by HUD under its CDBG authority; and

WHEREAS, such funds are made available through the Pathways to Removing Obstacles to Housing ("PRO Housing") program under HUD's CDBG framework; and

WHEREAS it is the intent of this Agreement that all services performed pursuant to this Agreement will be performed within COUNTY in accordance with applicable CDBG and PRO Housing requirements; SUBRECIPIENT being either one such municipality or a nonprofit organization providing services within COUNTY; and

WHEREAS SUBRECIPIENT has heretofore agreed with COUNTY to participate with COUNTY in activities funded under the FY 2024 Pathways to Removing Obstacles to Housing ("PRO Housing") Notice of Funding Opportunity ("NOFO") and to carry out eligible activities consistent with the COUNTY's approved application and award; and

WHEREAS COUNTY has considered and approved the application of SUBRECIPIENT and hereby agrees to distribute a portion of its CDBG PRO Housing funds to the SUBRECIPIENT, in an amount and under the

terms and conditions set forth herein, consistent with the COUNTY's award and approved activities under the PRO Housing Notice of Funding Opportunity ("NOFO"); and the PRO Housing Action Plan.

WHEREAS COUNTY and SUBRECIPIENT enter into this Agreement pursuant to their respective powers to enter into such Agreements, as those powers are defined in the State of Wisconsin Constitution and applicable statutes.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and SUBRECIPIENT do agree as follows:

1. TERM

The term of this Agreement shall commence as of the Agreement Begin Date and shall end as of the Agreement Expiration Date, both of which are set forth on page one (1) hereof. SUBRECIPIENT shall complete its service obligations under this Agreement not later than the Agreement Expiration Date. COUNTY shall not be liable for any services performed by SUBRECIPIENT other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services.

2. DEFINITIONS

For the purposes of this Agreement, the following terms have the respective meanings as set forth below:

- A. "Agreement" means this Agreement between SUBRECIPIENT and COUNTY, together with any future amendments, modifications, or alterations thereto.
- B. "Funds" means Federal CDBG PRO Housing dollars provided to the SUBRECIPIENT under this Agreement.
- C. "Household" means all persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share a housing unit.
- D. "HUD" means the United States Department of Housing and Urban Development.
- E. "Income" means annual income as defined under the Section 8 Housing Assistance Payments program at 24 CFR § 5.601, et seq.
- F. "LMA" means labor market area as that term is defined by HUD 24 CFR § 570.210.
- G. "LMI Household" means a household having an income equal to or less than eighty percent (80%) of the county median income, as determined by HUD, on an annual basis.
- H. "LMI Person" means a member of a family that has an income equal to or below eighty percent (80%) of the county median income, as determined by HUD, on an annual basis.
- I. "PROJECT" means the use to which the SUBRECIPIENT will apply the proceeds of the loan made under this Agreement as specifically described in Schedule A.

3. **SERVICES**

- A. SUBRECIPIENT agrees to provide the services detailed in the bid specifications, if any; the request for proposals (hereinafter "RFP") and SUBRECIPIENT's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. SUBRECIPIENT shall furnish the services contained in and comply with the performance and productivity requirements contained in the Schedule A and "Program Summary" document, if attached hereto.
- C. SUBRECIPIENT agrees to cooperate with departments, agencies, employees, and officers of COUNTY and HUD in providing the services described herein.
- D. SUBRECIPIENT agrees to secure at SUBRECIPIENT'S own expense all personnel necessary to carry out SUBRECIPIENT'S obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY. SUBRECIPIENT shall ensure SUBRECIPIENT'S personnel are instructed that they will not have any contractual relationship with COUNTY. COUNTY shall not participate in or have any authority over any aspect of SUBRECIPIENT'S personnel policies and practices, and shall not be liable for actions arising from such policies and practices.
- E. SUBRECIPIENT warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, and that the persons executing this Agreement on its behalf are authorized to do so.
- F. SUBRECIPIENT shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and/or SUBRECIPIENT'S legal status. For a partnership, the term "registered agent" shall mean a general partner.
- G. SUBRECIPIENT understands that with respect to the completion of the Project funded hereby time is of the essence.

The remainder of this page is blank.

SECTION A (Non-Discrimination)

4. **NON-DISCRIMINATION**

- A. During the term of this Agreement, SUBRECIPIENT agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military force of the United States, or political beliefs against any persons, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, selection for training including apprenticeship, rates of pay, and any other form of compensation of level of service(s).
- B. SUBRECIPIENT agrees to post in conspicuous places, available to all employees, service recipients, and applicants for employment and services, notices setting forth the provisions of paragraph A., above. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- C. SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and which provide that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.
- D. SUBRECIPIENT agrees to comply with section 109 of the Housing and Community Development Act of 1974 which provides that no person shall, on the grounds of race, color, national origin sex, age or handicap be excluded from participation in, denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Act.
- E. SUBRECIPIENT agrees to incorporate the foregoing requirements in all bids and subcontracts solicited and/or awarded under this contract.
- F. SUBRECIPIENT agrees and authorizes COUNTY's CDBG Office and HUD to conduct on-site reviews, examine personnel and employment records and conduct any other procedures or practices to assure compliance with these provisions.

5. **AFFIRMATIVE ACTION**

- A. If SUBRECIPIENT has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, SUBRECIPIENT shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY.
- B. SUBRECIPIENT shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office and shall report annually the number of persons, by race, ethnicity, gender, and disability status, who apply for employment and, similarly classified, the number hired and the number rejected.
- C. SUBRECIPIENT agrees to furnish all information and reports required by COUNTY's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may

include any books, records, or accounts deemed appropriate to determine compliance with chapter 19, D.C. Ords., and the provisions of this Agreement.

- D. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that is an Affirmative Action employer.

6. AFFIRMATIVELY FURTHERING FAIR HOUSING

SUBRECIPIENT agrees to comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, including the Fair Housing Amendments Act of 1988 (P.L. 100-430), which prohibits discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin and requires that HUD programs be administered in a manner that affirmatively promotes fair housing. SUBRECIPIENT further agrees to comply with Executive Order 11063, as amended by Executive Order 12892 and section 106.50 of the Wisconsin Statutes and any subsequent relevant laws and amendments.

7. AMERICANS WITH DISABILITIES ACT COMPLIANCE

- A. SUBRECIPIENT agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973 the Americans with Disabilities Act of 1990 and the Architectural Barriers Act of 1968, as amended, which provide that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds and that buildings or facilities that are altered, constructed or designed with federal funds comply with federal standards for accessibility. SUBRECIPIENT further agrees to comply with the requirements of sections 111.321 and 111.34 of the Wisconsin Statutes, and Chapter 19 of the Dane County Code of Ordinances. SUBRECIPIENT agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- B. SUBRECIPIENT shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. SUBRECIPIENT agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, SUBRECIPIENT agrees to offer "programmatically accessibility" to recipients (real or potential) of said services and programs (e.g. change time/location of service).
- C. SUBRECIPIENT agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. SUBRECIPIENT agrees to refrain from the use of family members or friends as language interpreters unless specifically requested by the consumer and after a qualified agency interpreter has been offered. SUBRECIPIENT agrees to train staff in human relations techniques and sensitivity to persons with disabilities. SUBRECIPIENT agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in SUBRECIPIENT's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. SUBRECIPIENT agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in SUBRECIPIENT's programs and services.

8. BILINGUAL SERVICES FOR THOSE WITH LIMITED ENGLISH PROFICIENCY

SUBRECIPIENT agrees to maintain comprehensive policies to address the needs of employees and clients with limited English proficiency. SUBRECIPIENT agrees that it will employ staff with bilingual or special foreign language translation skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. SUBRECIPIENT agrees to refrain from the use of family members or friends as language interpreters unless specifically requested by the consumer and after a qualified agency interpreter has been offered. SUBRECIPIENT will provide free of charge, all documents necessary to its clients' meaningful participation in SUBRECIPIENT's programs and services in alternative languages appropriate to the needs of the client population. SUBRECIPIENT agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in SUBRECIPIENT's programs and services.

9. CIVIL RIGHTS COMPLIANCE

- A. If SUBRECIPIENT has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the SUBRECIPIENT shall submit to the COUNTY a current Civil Rights Compliance Plan (CRC) for meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. SUBRECIPIENT shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. SUBRECIPIENT shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Subrecipients who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts under paragraph (20) below. If SUBRECIPIENT submits a CRC/AA Plan to the State of Wisconsin that covers the services purchased by Dane County, a verification of acceptance by the State of SUBRECIPIENT'S Plan is sufficient.
- B. SUBRECIPIENT agrees to comply with the COUNTY's civil rights compliance policies and procedures. SUBRECIPIENT agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the SUBRECIPIENT. SUBRECIPIENT agrees to furnish all information and reports required by the COUNTY and HUD as they relate to affirmative action and non-discrimination. The SUBRECIPIENT further agrees to cooperate with the COUNTY in developing, implementing, and monitoring corrective action plan that result from any reviews.
- C. SUBRECIPIENT shall post the Equal Opportunity Policy, the name of the SUBRECIPIENT's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients, and employees. SUBRECIPIENT shall supply to the Dane County Contract Compliance Office upon request, a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

- D. SUBRECIPIENT shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance Officer when such announcements are issued.
- E. If SUBRECIPIENT is a government entity having its own compliance plan, SUBRECIPIENT's plan shall govern SUBRECIPIENT's activities.

10. EQUAL OPPORTUNITY NOTICE

In all solicitations for employment placed by or on SUBRECIPIENT's behalf during the term of this Agreement, SUBRECIPIENT shall include a statement to the effect that SUBRECIPIENT is an "Equal Opportunity Employer."

11. MINORITY, WOMEN'S, LOCAL, AND SMALL BUSINESS ENTERPRISES

- A. SUBRECIPIENT agrees to comply with Executive Orders 11625 and 12432 (concerning Minority Business Enterprise) and 12138 (concerning Women's Business Enterprise), and of 2 CFR § 200.321 and 24 CFR § 85.36, as applicable.
- B. Accordingly, SUBRECIPIENT hereby agrees to take affirmative steps to assure that women and minority businesses, small businesses, and local businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
 - 1. Including qualified women's business enterprises and small and minority and local businesses on solicitation lists;
 - 2. Assuring that women's enterprises and small and minority and local businesses are solicited whenever they are potential sources;
 - 3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority businesses, local businesses, and women's business enterprises;
 - 4. Where the requirement permits, establishing delivery schedules which will encourage the participation by women's business enterprises and local and small and minority businesses.

12. PARTICIPATION IN HUD PROGRAMS BY FAITH-BASED ORGANIZATIONS

SUBRECIPIENT agrees to comply with the requirements of the regulations at 24 CFR §570.200(j), hereinafter enumerated as follows:

- A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the federal government nor a State nor a local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character, affiliation, or exercise.
- B. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- C. A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or

proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- D. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- E. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this Agreement. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in the use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition pursuant to 2 CFR § 200.311(c) and 24 CFR parts 84 and 88, as applicable.
- F. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

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SECTION B (General Terms)

13. ANTI-LOBBYING

SUBRECIPIENT certifies that to the best of its knowledge and belief:

- 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 Agreement, SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- C. SUBRECIPIENT will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in all of the contracts that it enters into in order to complete the work required by this Agreement and all said contractors shall certify and disclose accordingly.

14. ASSIGNMENT AND TRANSFER

SUBRECIPIENT shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of COUNTY, unless otherwise provided herein. Claims for money due to SUBRECIPIENT from COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without COUNTY consent, if and only if, the instrument of the assignment provides that the right of the assignee in and to any amounts due or to become due to SUBRECIPIENT shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. SUBRECIPIENT shall furnish COUNTY with notice of any such assignment or transfer.

15. CONFIDENTIALITY

- A. SUBRECIPIENT agrees to comply with all pertinent Federal and State statutes, rules, regulations, and county ordinances related to confidentiality. Further, COUNTY and SUBRECIPIENT agree that:
 - 1. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
 - 2. SUBRECIPIENT knows and understands that it is not entitled to any client specific information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of service to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.

3. Upon request from COUNTY and/or HUD, client specific information, shall be exchanged between SUBRECIPIENT and COUNTY and/or HUD consistent with applicable federal and state statutes, for the following purposes:
 - a. Mandated reporting to HUD;
 - b. Meeting HUD monitoring requirements;
 - c. Fiscal and program audits and evaluations.
4. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability. The SUBRECIPIENT agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the SUBRECIPIENT provides or purchases with funds provided under this contract.

16. CONFLICT OF INTEREST

SUBRECIPIENT agrees to comply with the provisions of 2 CFR § 200.318, 24 CFR §§ 84.42 and 85.36, 24 CFR § 570.611 and Wis. Stat. § 946.13 regarding conflicts of interest, as well as, the ethics requirements for local public officials set forth in Wis. Stat. § 19.59. These provisions include, but are not limited to, the following:

- A. 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. The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected or appointed official (or an immediate family member of, business partner of or any organization that employs or is about to employ any of the aforementioned) of the SUBRECIPIENT, the COUNTY, or of any designated public agency, receiving funds under this Agreement.
- C. In the procurement of supplies, equipment, construction, and services, the conflict of interest provisions in 2 CFR § 200.318 and 24 CFR § 84.42 and 85.36 shall apply.
- D. In all cases not governed by 2 CFR § 200.318 and 24 CFR § 84.42 and 85.36 the provisions of 24 CFR § 570.611 shall apply. These cases include the acquisition and disposition of real property and the provision of assistance by the COUNTY and SUBRECIPIENT to individuals, businesses, and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation).
- E. No persons described in paragraph (A) above who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, 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 or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

17. DELIVERY OF NOTICES

Notices, bills, invoices, and records required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a

party's address as set forth in this Agreement. Any party changing its address shall notify the other party in writing within five (5) business days.

18. DISPLACEMENT, RELOCATION, AND ACQUISITION

SUBRECIPIENT agrees, if such laws are applicable to the Project funded hereby, to comply with the provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended and its regulations at 49 CFR Part 24; 24 CFR § 570.606; 24 CFR § 570.201(i); and Wis. Stat. §§ 32.185 - 32.29.

19. DISPUTE RESOLUTION

In the event of a dispute between SUBRECIPIENT and COUNTY involving the interpretation or application of the contents of this Agreement, SUBRECIPIENT and COUNTY agree to make good faith efforts to resolve grievances informally.

20. DRUG-FREE WORKPLACE

SUBRECIPIENT agrees it will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about –
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A;
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the grant, the employee will –
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the COUNTY in writing, within ten calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph D(ii), with respect to any employee who is so convicted –
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

21. ENVIRONMENTAL REVIEW REGULATIONS

The COUNTY may not commit HUD assistance funds under this Agreement until it has complied with the environmental review regulations at 24 CFR Part 58. The COUNTY's environmental review shall include, but not be limited to, ascertaining the project's effect on: noise, thermal, and man-made hazards; endangered species; fish and wildlife protection; historic properties; floodplains; and air and water pollution.

In fulfillment of the above:

- A. The COUNTY will conduct an environmental review to ascertain the environmental status of the project and the types of procedures (the conditions), if any, the SUBRECIPIENT must follow in order to comply with the intent of the National Environmental Policy Act of 1969, and applicable Federal and Municipal regulations.
- B. The COUNTY will not release funds for projects that require an Environmental Assessment or an Environmental Impact Statement, nor will the SUBRECIPIENT obligate HUD funds on the project until the COUNTY has obtained a certification for the release of funds from HUD. The COUNTY will notify the SUBRECIPIENT of such a certification and will outline either within Schedule A of this Agreement, or in a subsequent written communication, the conditions, if any, for environmental compliance.
- C. The SUBRECIPIENT agrees to notify the COUNTY CDBG Program of newly discovered conditions or changes in the project, which would affect the status of the project in regard to applicable federal and COUNTY regulations.
- D. The SUBRECIPIENT will allow inspection of the project by the COUNTY or its agents and shall fully cooperate with the COUNTY.
- E. When applicable, the SUBRECIPIENT will submit the required Radon testing and mitigation plan to be in compliance with 24 CFR 58.5(i)(2)(i) and (ii) at the time the Environmental Review is requested.

22. AIR AND WATER

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

- Clean Air Act, 42 U.S.C., 7401, et. seq.
- Federal Water Protection 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;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

23. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973, (42 U.S.C. 4001), the SUBRECIPIENT agrees to assure that for all 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 to the financial assistance for acquisition or construction purposes (including rehabilitation).

24. HISTORIC PRESERVATION

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures of Historic Properties, insofar as they apply to the performance of this Agreement.

25. CLOSEOUT

The SUBRECIPIENT's obligation to the COUNTY shall not end until all closeout 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 COUNTY), and determining 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 funds, including program income. SUBRECIPIENT understands and acknowledges that all reporting requirements survive the expiration of this Agreement.

26. INDEMNIFICATION BY SUBRECIPIENT

- A. SUBRECIPIENT shall indemnify, hold harmless, and defend COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses with COUNTY, its officers, employees, agencies, boards, commission, and representatives may sustain, incur, or be required to pay by reason of SUBRECIPIENT furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees, or representatives. The obligations of SUBRECIPIENT under this paragraph shall survive the expiration or termination of this Agreement.
- B. Except as provided herein, it is understood that COUNTY assumes no control over SUBRECIPIENT's business operations, methods, or procedures. SUBRECIPIENT shall indemnify, hold harmless, and defend COUNTY against any and all loss, including attorney fees, arising from any aspect of SUBRECIPIENT's personnel policies or practices.

27. INSURANCE

- A. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees, and representatives under the indemnity provisions of paragraph 24, above, SUBRECIPIENT shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage for professional service or where applicable), issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Commissioner of Insurance, with liability coverage provided therein in the amounts of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, SUBRECIPIENT shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If SUBRECIPIENT's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state the *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date. SUBRECIPIENT shall maintain coverage for the duration of this Agreement and for six (6) years

following completion of this Agreement. SUBRECIPIENT shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that SUBRECIPIENT shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either SUBRECIPIENT or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by SUBRECIPIENT. In the event any action, suit, or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to SUBRECIPIENT and shall cooperate with SUBRECIPIENT's attorneys in the defense of the action, suit, or other proceeding. SUBRECIPIENT shall furnish evidence of adequate Worker's Compensation Insurance.

- B. In case of any sublet of work under this Agreement, SUBRECIPIENT shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of SUBRECIPIENT.
- C. COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

28. LEAD-BASED PAINT

SUBRECIPIENT will comply with the provisions of the Lead-Based Poisoning Prevention Act 42 USC §§ 3535(d), 4821 et. seq. and 4851, and its implementing regulations in 24 CFR Part 35 and 24 CFR § 570.608, as well as, State and local laws regarding lead paint. All owners, prospective owners, and tenants of CDBG-assisted properties constructed prior to 1978 shall be properly notified by SUBRECIPIENT 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 and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based pain 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. Depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. DHS Section 163 of the Wisconsin Administrative Code applies to any person performing, supervising, or offering to perform or supervise a lead-based paint activity involving housing or a child-occupied facility constructed prior to 1978 (unless the property is occupied by the elderly or the disabled or is a zero-bedroom dwelling unit.) These standards in part require certification of all inspectors, supervisors, and workers by Wisconsin Department of Health Service (Wisconsin DHS); a person certified as a supervisor of lead hazard reduction must be on the site at all times when work designed to reduce lead-based paint hazards is being performed and must have his or her certification card on the premises; and that the supervisor of the lead hazard reduction work notify Wisconsin DHS a minimum of 10 days prior to commencing the work.

29. LICENSE, CERTIFICATION, AND STANDARD COMPLIANCE

- A. **Service Standards.** SUBRECIPIENT agrees to meet State and Federal service standards as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- B. **Licenses and Certifications.** Where required by law, SUBRECIPIENT must, at all times, be licensed or certified by either the State or County as a qualified provider of the services purchased herein. SUBRECIPIENT shall submit copies of the required licenses or certifications upon request by COUNTY.

- C. **County Standard.** Where the SUBRECIPIENT is not certified, licensed, or otherwise regulated, and COUNTY wants to apply a specific set of standards to SUBRECIPIENT, the same are specified in this Agreement.
- D. **Background Checks.** SUBRECIPIENT agrees to do background checks for all employees having regular contact with children, the elderly, or vulnerable adults.
- E. **Notification.** SUBRECIPIENT shall notify the COUNTY promptly, in writing, if it is unable to comply with any of the above State or Federal requirements.

30. MONITORING

- A. Unless a violation of State, Federal or local law is alleged, COUNTY will give no less than ten (10) working days' notice before a review or monitoring procedure. SUBRECIPIENT agrees to submit to such monitoring by COUNTY as the COUNTY may request during the existence of this Agreement. Monitoring will be directed toward any program performance, financial performance, and regulatory performance, including but not limited to: Agreement compliance, certification status, financial expenditures, reporting requirements, units of service provided, Affirmative Action Plan, Civil Rights Compliance Plan, American Disability Act Compliance, on-site visits by COUNTY staff and/or county board members, or both, interview with program beneficiaries, interviews with direct service and management personnel. The State and/or Federal government may also conduct review in connection with their oversight functions. SUBRECIPIENT agrees to cooperate with COUNTY, State, and Federal governments in these reviews.
- B. SUBRECIPIENT agrees to cooperate with the COUNTY in resolving any findings or concerns resulting from the monitoring within the timelines specified by the COUNTY.

31. NO WAIVER OF RIGHT OF RECOVERY

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any such default by SUBRECIPIENT. The making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

32. PENALTIES

- A. SUBRECIPIENT shall provide immediate notice in the event that it will be unable to meet any deadline, including deadlines for filing reports, set by COUNTY. Concurrent with notification, SUBRECIPIENT shall submit either a request for an alternative deadline or optional courses of action of both. COUNTY may grant or deny the request. COUNTY has the prerogative to withhold payment to SUBRECIPIENT upon denial of request or until any condition set by COUNTY is met. In the case of contracts that have been renewed or continued from a previous contractual period, COUNTY may withhold payment in the current period for failures that occurred in a previous period.
- B. If COUNTY is liable for damages sustained as a result of breach of this Agreement by SUBRECIPIENT, COUNTY may withhold payments to SUBRECIPIENT as set off against said damages.
- C. If, through any act or failure of action by SUBRECIPIENT, COUNTY is required to refund money to a funding source or granting agency, SUBRECIPIENT shall pay to COUNTY within ten (10) working days any such amount, along with any interest and penalties.

33. PROHIBITION AGAINST POLITICAL ACTIVITIES

As required by 24 CFR § 570.207(a)(3), SUBRECIPIENT shall not use CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organization have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

34. RECORDS

- A. **Public Access to Program Records.** In accordance with 24 CFR § 570.508, the SUBRECIPIENT shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.
- B. **Open Records Requests.** SUBRECIPIENT agrees to assist COUNTY in promptly fulfilling or answering any open records request, in the manner determined by COUNTY, of a record not protected by a law requiring confidentiality that SUBRECIPIENT keeps or maintains on behalf of COUNTY.
- C. **Examination of Records.** Documents related to this Agreement shall be made available for review by the COUNTY and/or HUD during normal business hours.

The COUNTY and/or HUD shall have access to all records related to this Agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe, and copy on the SUBRECIPIENT'S premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, the SUBRECIPIENT shall provide copies in such form as may be requested by the COUNTY and/or HUD.

- D. **Records Retention.** SUBRECIPIENTS that are governmental entities (including public agencies) must comply with 2 CFR § 200.334 and the following section of 24 CFR Part 85 'Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments', Section 85.42, 'Retention and access requirements for records' except that the period shall be seven years.

Unless SUBRECIPIENT is a governmental entity, it shall comply with 2 CFR 200.334 and the following provision of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR Part 84, 'Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profits Organizations': Section 84.53 (b), 'Retention and access requirements for records.' Section 84.53 (b) applies with the following exceptions: (1) The retention period referenced in Sec. 84.53 (b) pertaining to individual CDBG activities shall be seven years; and (2) The retention period starts from the date of submission of the annual performance and evaluation report (CAPER), in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award.

35. RENEGOTIATION

- A. This Agreement or any part thereof, may be renegotiated at the option of the COUNTY in the case of: 1) increased or decreased volume of services; 2) changes required by Federal or State law or regulations or court action; 3) cancellation, increase, or decrease in funding; 4) changes in service needs identified by COUNTY; 5) SUBRECIPIENT's failure to provide services purchased in specified timeframes; or 6) upon any mutual agreement. SUBRECIPIENT agrees to renegotiate in good faith if COUNTY exercises this option.

- B. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by COUNTY and SUBRECIPIENT.
- C. Changes to the units of service purchased under this Agreement pursuant to renegotiation shall be reflected by amendment to the Program Summary.
- D. If SUBRECIPIENT refuses to renegotiate in good faith as required by this section, COUNTY may terminate the contract.

36. REVERSION OF ASSETS

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84, 2 CFR §§ 200.310 through 200.316 and 24 CFR §§ 570.502, 570.503, and 570.505, as applicable, which include but are not limited to the following:

- A. Upon the expiration of this Agreement, the SUBRECIPIENT shall transfer to the COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.
- B. Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be either:
 - 1. Used to meet one of the national objectives in 24 § Part 507.208 until five years after expiration of this Agreement, or for such longer period of time as determined appropriate by the COUNTY; or
 - 2. If not used in accordance with the terms of this Agreement, the SUBRECIPIENT shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

37. SECTION 3 OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968

SUBRECIPIENT agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) ("Section 3") and the implementing regulations found at 24 CFR Part 75 (Part 75). Section 3 and Part 75 require projects that receive at least \$200,000 in HUD assistance, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area. SUBRECIPIENT shall make an effort to recruit Section 3 workers for job openings; recruit Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and contract with YouthBuild programs.

- A. SUBRECIPIENT certifies that they are under no contractual or other impediment, which would prevent them from complying with the Part 75 regulations.
- B. SUBRECIPIENT shall comply with the following Section 3 requirements and include the following clauses in every contract or subcontract for work performed in connection with this Agreement:
 - i. The work to be performed under this contract (subcontract) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (Section 3). See 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic activities generated by certain HUD assistance and HUD assisted projects shall, to the greatest extent feasible, be directed to Section 3 workers, particularly those who either reside within the service area or the neighborhood of the project and/or are the recipients of government housing

assistance. In addition to setting a priority for contracting opportunities to Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and to YouthBuild programs.

- ii. SUBRECIPIENT and its contractors (subcontractors) agree to comply with HUD's regulations found at 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- iii. SUBRECIPIENT and its contractors (subcontractors) agree to send to each labor organization or workers' representative with which it has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of SUBRECIPIENT'S and its contractor's (subcontractor's) commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- iv. SUBRECIPIENT and its contractors (subcontractors) agree to take appropriate action, as required by Section 3 and Part 75, upon a finding that any of its contractors (subcontractors) is in violation of Section 3 or Part 75. SUBRECIPIENT and its contractors (subcontractors) will not contract with any other part if SUBRECIPIENT or its contractor (subcontractor) has notice or knowledge that party has been found in violation of the Part 75 regulations.
- v. SUBRECIPIENT and its contractors (subcontractors) certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT and its contractor (subcontractor) is selected but before this Agreement or a SUBRECIPIENT'S contract (subcontract) is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 75.
- vi. SUBRECIPIENT and its contractors (subcontractors) acknowledge that non-compliance with the regulations set forth in Part 75 may result in sanctions, termination of this Agreement and/or the SUBRECIPIENT'S contract (subcontract) for default, and debarment from future HUD-assisted contracts.

38. BUILD AMERICA, BUY AMERICA (BABA)

- A. To the extent applicable under federal law, SUBRECIPIENT shall comply with the Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-7927), 2 CFR Part 184, and associated guidance. This includes requirements to use iron, steel, manufactured products, and construction materials produced in the United States in infrastructure projects, unless an approved waiver has been issued by HUD or another authorized agency.

39. DAVIS-BACON AND FEDERAL LABOR STANDARDS COMPLIANCE

A. Applicability:

1. In accordance with 24 CFR 570.603, 40 U.S.C. 3141 et seq. (Davis-Bacon Act), and HUD's Federal Register Notices governing CDBG, the Davis-Bacon Act and Related Acts (DBRA) shall apply to this PROJECT if CDBG funds are used in whole or in part for the construction, rehabilitation, or alteration of housing, public facilities, or infrastructure, and the PROJECT meets the applicable labor standard thresholds.

B. Wage Rate Requirements

1. All laborers and mechanics employed under this PROJECT must be paid wages at rates not less than those prevailing on similar construction projects in the locality, as determined by the U.S. Department of Labor (DOL).
2. The most current Davis-Bacon Wage Determination for the locality and project type shall be incorporated into all bid documents, contracts, and subcontracts.
3. Wage classifications must be appropriate for the work performed, and any wage conformance requests shall be submitted to HUD/DOL as needed.

C. Contractor and Subcontractor Responsibilities

1. All contracts and subcontracts for the PROJECT must include the applicable Davis-Bacon wage determinations and labor standard provisions.
2. Prime contractors and subcontractors shall maintain certified weekly payroll records and submit them to COUNTY for review, in accordance with HUD Form WH-347 and 29 CFR 5.5(a).
3. Contractors must display the Davis-Bacon wage determination and applicable labor standard posters (HUD-1321) at the job site.
4. No employee shall be required to work in conditions that violate the Contract Work Hours and Safety Standards Act (CWHSSA) (40 U.S.C. 3701 et seq.), including overtime pay requirements.

D. Reporting Requirements

1. Certified Payroll Reports:
 - Prime contractors and subcontractors shall submit weekly Certified Payroll Reports (HUD Form WH-347) to COUNTY.
 - Payroll reports must include all workers, job classifications, hours worked, wages paid, and deductions.
 - Each payroll submission must be signed and certified as accurate by an authorized company representative.
2. Fringe Benefits Reporting:
 - Contractors must submit documentation of fringe benefits paid, if applicable, and ensure compliance with wage determinations.
3. Workforce Interviews and Compliance Logs:
 - SUBRECIPIENT or its designated representative may conduct on-site worker interviews to verify compliance with wage determination.
 - Interview findings will be documented and compared against certified payroll submissions.
4. Davis-Bacon Compliance Reports:
 - SUBRECIPIENT shall submit periodic compliance reports to HUD as CDBG program guidelines require.
 - SUBRECIPIENT shall submit periodic compliance reports to Dane County as CDBG subaward agreement requires.
 - Non-compliance findings and corrective actions will be documented and reported to HUD and the U.S. Department of Labor, if necessary.

E. Monitoring and Enforcement

1. SUBRECIPIENT shall conduct periodic on-site interviews with workers and review payroll records to ensure compliance with Davis-Bacon and Related Acts.
2. If violations of wage laws are identified, COUNTY reserves the right to withhold payments, impose corrective actions, and refer cases to the U.S. Department of Labor for enforcement.
3. Failure to comply with Davis-Bacon requirements may result in suspension of funding, contract termination, and other remedies as provided under federal law.

40. **UNIFORM RELOCATION AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970**, as amended (URA) and Residential Anti-displacement and Relocation Assistance Plan (RARAP)-- It will comply with the acquisition and relocation requirements of the URA (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a RARAP as required under 49 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant Program.

41. **COMPLIANCE WITH RFRA** -- The grant will be conducted and administered in conformity with the requirements of the Religious Freedom Restoration Act (42 U.S.C. 2000bb) and 24 CFR 5.109, allowing the full and fair participation of faith-based entities.

42. **TERMINATION, SUSPENSION, AND/OR MODIFICATION**

- A. Either Party may terminate this Agreement, for any reason, at any time upon 90 days written notice.
- B. In accordance with 2 CFR § 200.340 and 24 CFR 85.43, suspension or termination may occur if the SUBRECIPIENT materially fails to comply with any term of the Agreement and the Agreement may be terminated in whole or in part for the convenience of either party in accordance with 2 CFR § 200.340 and 24 CFR§ 85.44.
- C. Remedies for Noncompliance

In accordance with 2 CFR 200.339, if the COUNTY determines that the SUBRECIPIENT has failed to comply with any term of this Agreement or with applicable Federal, State, or local requirements, the COUNTY may require corrective action and provide the SUBRECIPIENT an opportunity to cure such noncompliance within a specified timeframe.

If the SUBRECIPIENT fails to take satisfactory corrective action, the COUNTY may take one or more of the following actions, as appropriate:

- Temporarily withhold payments pending correction of the deficiency;
- Disallow all or part of the costs associated with the noncompliance;
- Impose additional conditions on the SUBRECIPIENT;
- Suspend activities under this Agreement;
- Take any other remedies permitted under applicable law.

D. Failure of SUBRECIPIENT to fulfill any of its obligations under Agreement in a timely manner or violation by SUBRECIPIENT of any covenants or stipulations contained in this Agreement shall constitute grounds for COUNTY to terminate this Agreement upon ten (10) days written notice of the effective date of termination.

E. The following shall constitute grounds for immediate termination:

1. Violation by SUBRECIPIENT of any State, Federal, or local law or failure by SUBRECIPIENT to comply with any applicable State and Federal service standards as expressed by applicable statutes, rules, and regulations.
2. Failure by SUBRECIPIENT to carry applicable licenses or certifications as required by law.
3. Failure of SUBRECIPIENT to comply with reporting requirements contained herein.
4. Inability of SUBRECIPIENT to perform the work provided for herein.
5. Exposure of a program beneficiary to immediate danger when interacting with SUBRECIPIENT.
- F. Federal or State Government's decision to terminate Award Agreement for any reason, its refusal to reimburse COUNTY under the Award Agreement, or its decision to impose additional conditions not already set forth in the Award Agreement may result in immediate termination of this Agreement without notice.
- G. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

43. USE OF REAL PROPERTY

The use of real property under this Agreement shall be in compliance with the requirements of 24 CFR §§ 570.502, 570.503, and 570.505, as applicable, which include but are not limited to the following:

- A. The standards described in this section apply to real property within the SUBRECIPIENT's control which was acquired or improved in whole or in part using CDBG funds (including CDBG funds provided to the SUBRECIPIENT in the form of a loan) in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after the closeout of the grant from which the assistance to the property was provided.
- B. A SUBRECIPIENT may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the SUBRECIPIENT provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change and either:
 1. The new use of such property qualifies as meeting one of the national objectives in 24 CFR § 570.208 and is not a building for the general conduct of government; or
 2. The requirements in paragraph C of this section are met.
- C. If the SUBRECIPIENT determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph B.1. of this section, it may retain or dispose of the property for the changed use if the COUNTY's CDBG Program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to the property.

44. MISCELLANEOUS PROVISIONS

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

- B. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except where SUBRECIPIENT intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, SUBRECIPIENT shall first obtain the written permission of COUNTY; and further, SUBRECIPIENT shall ensure that it requires of its subcontractor the same obligations incurred by SUBRECIPIENT under this Agreement.
- C. **Entire Agreement.** The entire agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- D. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- E. **County Logo.** SUBRECIPIENT agrees to display the COUNTY CDBG logo in its waiting rooms and incorporate the logo in all SUBRECIPIENT publications and stationery that pertain to services funded by COUNTY. Costs associated with the display of the logo are the responsibility of COUNTY.
- F. **Patents and Inventions.** SUBRECIPIENT may elect to retain the entire right, title, and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR § 401. In the event any invention results from work performed jointly by SUBRECIPIENT and COUNTY, the invention(s) shall be jointly owned.
- G. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- H. **Energy.** Notwithstanding anything in the grant or application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or requirements implementing Executive Orders that have been revoked.

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SECTION C (Financial Terms)

45. ADMINISTRATIVE COSTS

Administrative Cost. Administrative costs are allowed only consistent with Schedule A (enclosed), and 24 CFR §§ 570.200(g) & 570.206(c). Administrative costs falling outside of the scope of services in Schedule A or 24 CFR § 570.206(c) are not allowed.

46. AUDITS

- A. SUBRECIPIENTS that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular A-128, 'Audits of State and Local Governments' implemented at 24 CFR Part 44.
- B. SUBRECIPIENTS, except SUBRECIPIENTS that are governmental entities, shall comply with the requirements and standards of 2 CFR § 200.501.
- C. SUBRECIPIENTS that expend \$1,000,000 or more in total Federal financial assistance in a year are responsible for obtaining an independent audit in accordance with the Single Audit Act of 1984 as referenced at 2 CFR § 200, subpart F and 24 CFR §§ 84.26 & 85.26. Federal financial assistance means assistance provided directly by a federal agency to a recipient or SUBRECIPIENT or through a recipient to a SUBRECIPIENT to carry out a program or activity. Such assistance may be in the form of: grants, loans, contracts, cooperative agreements, loan guarantees, property, interest subsidies, insurance, direct appropriations, and other non-cash assistance. The computation of the total of such assistance includes all Federal funds received by the entire entity, and not just the department or division receiving the CDBG funding.
- D. SUBRECIPIENT shall submit a copy of its annual audit to COUNTY within 180 days of the end of its fiscal year
- E. In arranging for audit services, SUBRECIPIENT must follow the procurement requirements in 2 CFR § 200.318 and 24 CFR §§ 84.41-48 & 85.36, as applicable. Small audit firms and audits firms owned and controlled by minorities or women must have the maximum practicable opportunity to participate in audit contracts.

47. BOND

SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR §§ 200.304, 200.310 and 200.326 and 24 CFR §§ 84.31 and 84.48.

48. FINANCIAL MANAGEMENT

- A. SUBRECIPIENTS that are governmental entities (including public agencies) shall comply with the requirements and standards of 24 CFR §§ 570.502 & 570.610; OMB Circular No. A-87, 'Cost Principles for State, Local, and Indian Tribal Governments' 2 CFR § 200.110, 'OMB Circular A-128 'Audits of State and Local Governments' implemented at 24 CFR Part 44, and the applicable portions of 2 CFR § 200.302 and 24 CFR Part 85 'Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments' or the related CDBG provision, as specified in 24 CFR § 570.502.
- B. SUBRECIPIENTS that are not governmental entities, shall comply with the requirements and standards of 24 CFR §§ 570.502 & 570.610, OMB Circular A-122, 'Cost Principles for Non-Profit

Organizations,' or OMB Circular A-21 'Cost Principles for Educational Institutions' 2 CFR §200.110,' as applicable, and OMB Circular A-133, 'Audits of Institutions of Higher Education and Other Non-Profit Institutions' as set forth in 24 CFR Part 45. Such SUBRECIPIENTS shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR Part 84, 'Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations') 2 CFR § 200.110 and the applicable portions of 2 CFR § 200.302 or the related CDBG provision specified in 24 CFR § 570.502.

49. NOTICE OF FINANCIAL INSTABILITY

SUBRECIPIENT shall give COUNTY immediate notice of any of the following events:

- A. That SUBRECIPIENT is unable to meet its financial obligations to its employees, to the state or federal government, or to any creditor.
- B. That SUBRECIPIENT has filed a bankruptcy action.
- C. Any other event that impedes SUBRECIPIENT's ability to perform under this agreement.

50. PAYMENT

- A. **Method Of Payment** - SUBRECIPIENT shall be paid for its services as indicated below.

Cost-Based Reimbursement: Expenses incurred by SUBRECIPIENT and approved by COUNTY shall be reimbursed by COUNTY on a quarterly basis. Requests for payment shall be made on COUNTY's Payment Voucher and submitted to COUNTY in accordance with the schedule established in Schedule A.

- B. **Alternate Method of Payment.** Notwithstanding the agreed upon method of payment stated above, COUNTY may at its option refuse to advance all or part of any unearned payment otherwise due to SUBRECIPIENT if COUNTY reasonably suspects any of the following:
 - 1. SUBRECIPIENT has mismanaged any funds provided by COUNTY.
 - 2. Funds in SUBRECIPIENT's possession are at risk of being seized by SUBRECIPIENT's creditors or other adverse interest.
 - 3. SUBRECIPIENT appears incapable of maintaining itself as a going concern.

- C. **Total Payment.**

The total amount to be paid to SUBRECIPIENT under this Agreement shall not exceed the Maximum Cost shown on page one. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Schedule A herein and in accordance with performance.

51. PROCUREMENT STANDARDS

- A. SUBRECIPIENT will comply with the procurement standards under 2 CFR §§ 200.318 through 200.327 and 24 CFR §§ 85.36, 84.40-84.48 including the requirements for bonding in procurement.

- B. SUBRECIPIENT is the responsible authority, without recourse to HUD or the COUNTY regarding the settlement of all contractual and administrative issues arising out of the procurement entered in support of the award or other agreement.
- C. SUBRECIPIENT shall conduct all procurement in a manner to provide to the maximum extent practical, open and free competition. Contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for a project,
- D. General requirements for procurement include, but are not limited to:
 - 1. SUBRECIPIENT must maintain records to detail the significant history of procurement. These records include, but are not limited to: files on the rationale for selecting the method of procurement used, selection of the contract type, the contractor selection/rejection process, and the basis for the cost or price of a contract.
 - 2. If SUBRECIPIENT uses a list of pre-qualified vendors/contractors, the list must be current, developed through open solicitation, include adequate numbers of qualified sources, and must allow entry of other firms to qualify at any time.
 - 3. Funds under this Agreement may not be used to directly or indirectly employ, award contracts to or to otherwise engage the services of any contractor or subcontractor during any period of debarment, suspension, or placement of ineligibility status. SUBRECIPIENT will certify that all contractors and subcontractors are not listed in the federal publication that lists debarred, suspended, or ineligible contractors
 - 4. There must be written selection procedures for procurement transactions.
 - 5. SUBRECIPIENT shall not use "cost plus a percentage of cost" pricing for contracts. In addition, SUBRECIPIENT agrees to use "time and material" type contracts only after a determination is made that no other contract type is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk.
 - 6. SUBRECIPIENT shall have protest procedures in place to handle and resolve disputes relating to their procurement and in all instances report such disputes to the COUNTY.
 - 7. SUBRECIPIENT shall have a documented system of contract administration for determining the consistency of contractor performance.
 - 8. SUBRECIPIENT shall have a written code of conduct governing employees, officers, or agents engaged in the award or administration of contracts.
 - 9. SUBRECIPIENT shall follow The Build America, Buy America Act (BABA) as outlined in 2 CFR 184.6.

52. PROGRAM INCOME

SUBRECIPIENT shall return to the COUNTY any program income, as defined in 24 CFR § 570.500(a) which is generated as a result of this Agreement.

53. PURCHASED EQUIPMENT

Where applicable, the State of Wisconsin's Allowable Cost Policy Manual requires that any asset with an acquisition cost in excess of \$5,000 be capitalized. SUBRECIPIENT shall make requests for any exceptions to this policy in writing to the appropriate Division Manager for COUNTY. These requests shall be made prior to the purchase of any such asset.

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SECTION D

(Recordkeeping and Reports)

54. RECORDS TO BE MAINTAINED

- A. SUBRECIPIENT shall maintain all records specified in 24 CFR §§ 570.502, 570.503(b)(2), and 570.506, and 24 CFR Parts 84 and 85 and 2 CFR § 200.334. Records to be maintained include, but are not limited to:
1. Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location (if the activity has a geographic locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, and the regulatory provision under which the activity is eligible.
 2. Records demonstrating that each activity undertaken meets one of the national objectives for the CDBG program set forth in 24 CFR § 570.508 and the corresponding record-keeping requirements at § 570.506(b)(1)-(12).
 3. Records that demonstrate that the SUBRECIPIENT has made the determinations required as a condition of eligibility of certain activities, as prescribed in 24 CFR § 570.201(f) for interim assistance, § 570.201(i)(2) for relocation, § 570.201(p) for technical assistance, § 570.202(b)(3) for loans to refinance existing indebtedness secured by a property being rehabilitated, § 570.204 for activities carried out by CBDOs, § 570.206(f) for the preparation of applications for other Federal programs, and § 570.209 for special economic development activities.
 4. Records which demonstrate compliance with 24 CFR § 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
 5. Records which demonstrate compliance with the requirements in 24 CFR § 570.606 regarding acquisition, displacement, relocation, and replacement housing.
 6. Records that detail the SUBRECIPIENT'S fair housing activities and equal opportunity compliance.
 7. Financial records.
 8. Audit reports.
 9. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR Part 570, which includes, but is not limited to: labor standards; national flood insurance; employment and contracting opportunities; lead-based paint; use of debarred, suspended, or ineligible contractors or subrecipients; and conflict of interest.
- B. Records must be accurate, complete, and orderly.
- C. Representatives of the COUNTY, HUD, and the Comptroller General of the United States, or of other authorized governmental agencies, have the right of access to any pertinent records of the SUBRECIPIENT to make audits, examinations, excerpts, and transcripts.

55. REPORTS REQUIRED

- A. **Timeliness.** SUBRECIPIENT understands that time is of the essence with respect to all reports and agrees to make all reports in a timely manner as provided below, and agrees that if SUBRECIPIENT fails to timely submit any report due under the terms of this Agreement, COUNTY may withhold payment until such report is provided, including payment due from either a previous year or the current year.
- B. **Activity Reports.** SUBRECIPIENT shall submit quarterly activity reports in a format provided by COUNTY. Reports are due monthly on the 10th of each month.
- C. **Affirmative Action Plan.** SUBRECIPIENT agrees to submit an Affirmative Action Plan as specified under IV.A. of this Agreement.

- D. **Audit Reports.** The audit report is to be submitted to the COUNTY within 30 days of receipt of the auditor's report by the SUBRECIPIENT as specified in Section C XL of this Agreement.
- E. **Beneficiary/Participant Reports.** SUBRECIPIENT shall submit monthly program beneficiary/participant reports in a format provided by COUNTY. Reports are due monthly on the 10th of each month.
- F. **Evaluation Reports.** Copies of any evaluative information obtained by SUBRECIPIENT during the year, such as outside evaluation or accreditation, will be submitted to COUNTY at the time received.
- G. **Expense Reports.** SUBRECIPIENT shall submit expense reports on the form provided by COUNTY. The report shall be submitted on a monthly basis and is due no later than the 10th of the month following the end of the quarter. COUNTY may require reports more frequently upon thirty (30) days' notice.
- H. **Labor Standards Enforcement Report.** SUBRECIPIENT agrees to provide information to the COUNTY in a format and time dictated by the COUNTY sufficient for the COUNTY to timely submit the Semi-Annual Labor Standards Enforcement Report to HUD.
- I. **Minority, Women, Small, and Local Business Reports.** SUBRECIPIENT agrees to submit information in a format dictated by the COUNTY sufficient to enable the COUNTY to meet its reporting requirements under 24 CFR § 570.507(c). These are due to HUD by March 31 and September 30 of each year.
- J. **Section 3 Reports.** SUBRECIPIENT agrees to provide information to the COUNTY in a format and time dictated by the COUNTY sufficient for the COUNTY to submit the Section 3 Summary Reports to HUD.
- K. **Program Income.** SUBRECIPIENT shall report all program income (as defined at 24 CFR § 570.500(a)) generated by activities carried out under this Agreement on a monthly basis.
- L. **Miscellaneous Reports.** SUBRECIPIENT shall submit any miscellaneous reports required by the COUNTY within a time specified by and in a format provided by the COUNTY. SUBRECIPIENT understands and acknowledges that all reporting requirements survive the expiration date of this Agreement.
- M. **Build America, Buy America (BABA) Compliance Reporting.** SUBRECIPIENT agrees to provide information to the COUNTY, in a format and time dictated by the COUNTY, sufficient for the COUNTY to demonstrate compliance with the Build America, Buy America Act (BABA) requirements, including but not limited to documentation of domestic sourcing, waiver requests (if applicable), and certifications required for federal reporting and monitoring purposes.
- N. **Davis-Bacon and Related Acts (DBRA) Reporting.** SUBRECIPIENT agrees to provide information to the COUNTY, in a format and time dictated by the COUNTY, sufficient for the COUNTY to monitor compliance with Davis-Bacon and Related Acts (DBRA) requirements, including but not limited to certified weekly payrolls, labor classifications, wage determinations, and any additional documentation necessary for reporting, enforcement, and submission of required labor standards reports to HUD or other applicable agencies.
- O. **Other required reports include:**
 - a. To ensure compliance SUBRECIPIENT shall provide applicable forms and attachments for construction (prime and sub-contractors) and professional services bids and contracts.
 - b. Semi-Annual CDBG Data Report - MBE/WBE, Labor Standards, Section 3
 - c. Semi-Annual Summary Narrative Report
 - d. Other reports in accordance to CDBG PRO Housing Infrastructure FILE DOCUMENTATION CHECKLIST.

- P. SUBRECIPIENT understands and acknowledges that all reporting requirements survive the expiration date of this Agreement.
- Q. SUBRECIPIENT agrees to assist COUNTY in meeting any other reporting requirements that may arise during the term of this Agreement.
- R. **Overpayment.** Any overpayment due COUNTY shall be paid within ten (10) working days of notification.

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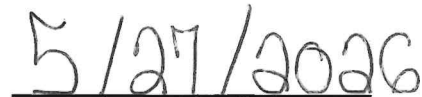
IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

SUBRECIPIENT

BY:



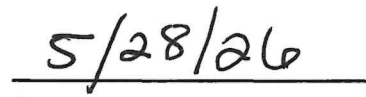
Print Name and Title: Steve Stocker,
Mayor – City of Sun Prairie



Date



Print Name and Title: Aaron Oppenheimer
City Administrator – City of Sun Prairie



Date

DANE COUNTY

BY:

Melissa Agard, Dane County Executive

Date

Scott McDonell, Dane County Clerk

Date

Schedule A: CDBG (Scope of Services)

ELIGIBLE ACTIVITY

Each activity funded under this Agreement must meet the eligibility requirements of Section 105 under Title I of the Housing and Community Development Act of 1974 as amended. This activity is eligible under 24 CFR 570.201(c). The City of Sun Prairie will oversee the completion of eligible public infrastructure improvements for the Town Hall Crossing Development, including the extension of Kadow Lane to Town Hall Crossing Road and related sewer improvements such as sanitary sewer, water main, storm sewer, stormwater management, and street pavement, to support Habitat for Humanity of Dane County's development of forty-six (46) single-family homes, of which twenty-four (24) will be affordable single-family homes for low- and moderate-income households.

COMPLIANCE WITH NATIONAL OBJECTIVES

Under 24 CFR 570.200 (a) (2), the COUNTY must certify that the projected use of funds under section 106 of Title I of the Housing and Community Development Act of 1974 has been developed so as to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low-and-moderate-income families or aid in the prevention or elimination of slums or blight. The projected use of funds may also include activities that the COUNTY certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.

The SUBRECIPIENT certifies that the activity(ies) carried out under this Agreement will meet the national objective under 24 CFR 570.208 of benefiting low- and moderate-income persons. Specifically, the eligible public infrastructure improvements funded under this Agreement will support the development of twenty-four (24) affordable single-family homes and additional twenty-two (22) residential units within the service area. At least 51 percent of the households served will be low- and moderate-income, consistent with the benefit to low- and moderate-income (LMI) persons or households National Objective.

DESCRIPTION OF SERVICES

The City of Sun Prairie shall oversee the completion of eligible public infrastructure improvements for the Town Hall Crossing Development, including the extension of Kadow Lane to Town Hall Crossing Road and related sewer improvements such as sanitary sewer, water main, storm sewer, stormwater management, and street pavement. The City, as SUBRECIPIENT, shall be responsible for coordinating project implementation and ensuring compliance with all applicable federal, state, and local requirements, including CDBG PRO Housing requirements related to Build America, Buy America (BABA), Davis-Bacon and Related Acts (DBRA), Section 3, and all other applicable cross-cutting federal requirements.

These infrastructure improvements are necessary to enable Habitat for Humanity of Dane County to proceed with the construction of forty-six (46) single-family homes at the Town Hall Crossing Development, of which twenty-four (24) will be affordable single-family homes, available to low- and moderate-income households.

Refer to Exhibit A for the proposed units and applicable LMI requirements.

LOCATION/TARGET AREA OF SERVICES

Town Hall Crossing Development – Sun Prairie Wisconsin.

Plat Recording Reference

Town Hall Crossing, recorded in Volume 61-0318, Pages 168–171, as Document No. 5625316, Dane County Register of Deeds.

Legal Description

Commencing at the east quarter corner of said Section 4; thence S02°24'12"W along the east line of the southeast quarter of said Section 4 a distance of 692.63 feet to the point of beginning of this description; thence continuing S02°24'12"W along said east line 1495.00 feet to the northerly right-of-way of the Canadian Pacific Railroad; thence northwesterly along said northerly right-of-way line, 993.53 feet to a point of curve; thence northerly 6.30 feet along said northerly right-of-way line and the arc of a curve to the right having a central angle of 90°15'44" and a radius of 11,426.19

feet and a chord bearing S87°50'32"W, 6.30 feet to the southwest corner of Lot 63, First Addition to Carriage Hill Estates; thence N02°13'56"E along the east line of said First Addition to Carriage Hill Estates plat, 242.00 feet to the southeast corner of that plat; thence west along the south line of said plat, 156.00 feet; thence N59°23'15"E along the south line of said plat, 508.09 feet; thence N76°57'45"E along the south line of said plat, 78.00 feet; thence N76°45'01"E along said line of said plat, 150.91 feet; thence N66°22'49"W along said line of said plat, 154.62 feet; thence N47°36'15"E along the southeasterly line of said plat, 60.36 feet; thence N14°11'26"E along the east line of said plat, 72.04 feet; thence N02°13'56"E along the east line of said plat, 153.06 feet; thence N56°39'38"E along the southeasterly line of said plat, 303.00 feet; thence N56°39'38"E along the southeasterly line of said plat, 536.92 feet to said east line of the southeast quarter of said Section 4 and the point of beginning. Said description contains 2,057,850 square feet or 47.2417 acres.

TIME OF PERFORMANCE

Services provided under this Agreement shall be provided within the following time limits: January 1, 2026 - July 31, 2030

PROJECT SCHEDULE/MILESTONES

Projects must submit invoices monthly to the Program Specialist. Invoices are due no later than the 10th of the month following the end of the previous month. In addition, Projects must complete required beneficiaries reports on a quarterly basis. Failure to submit quarterly reports and invoices may result in non-compliance.

Payments are contingent upon satisfactory progress and completion of applicable milestones and deliverables. COUNTY reserves the right to withhold or delay payment if required milestones or deliverables are not met or if compliance requirements are not satisfied.

Milestone

For Project Milestones and Completion Schedule refer to Exhibit B

PERFORMANCE INDICATOR(S)

Indicator	Target
Water Linear Feet for Public Improvement	1,583 LF
Sewer Linear Feet for Public Improvement	1,392 LF
Storm Sewer Linear Feet for Public Improvement	3,009 LF
Low- and Moderate-Income Persons Benefiting	48
Percent Low- and Moderate-Income (LMI) Households	≥ 51%
Number of Single-Family Units Supported	24

Dane County will disburse the final 10% of the contract awarded funds at such time the subrecipient can demonstrate completion of the performance indicators listed above.

Leverage Requirement

The SUBRECIPIENT shall provide non-federal funds in the amount of one million four hundred ninety-eight thousand three hundred ninety-five dollars and zero cents (\$1,498,395.00) ("Required Leverage") for the activities funded under this Agreement. Leveraged funds must be used for eligible project-related costs and must be documented in a manner acceptable to the County and consistent with all applicable federal, state, and local requirements.

Leveraged Activities and Cost Allocation

Habitat for Humanity of Dane County

Activity: Kadow Lane Phase 2 and 2B Infrastructure Construction

Leverage Amount: \$672,425.00

Description: Construction and installation of water main, sanitary sewer, storm sewer, and related public infrastructure improvements associated with the extension of Kadow Lane. Phase 2 extends Kadow Lane from Westridge Drive to Carriage Drive. Phase 2B extends Kadow Lane from Carriage Drive to Town Hall Drive.

Infrastructure Quantities – Kadow Lane

Infrastructure Activity	Phase 2	Phase 2B	Total Quantity
Water Main	1,380 LF	203 LF	1,583 LF
Sanitary Sewer	1,086 LF	306 LF	1,392 LF
Storm Sewer	2,754 LF	255 LF	3,009 LF
Total	5,220 LF	764 LF	5,984 LF

City of Sun Prairie

Activity: Town Hall Crossing Drive Construction and Related Public Infrastructure Activities

Leverage Amount: \$825,970.00

Description: Construction of roadway and related public infrastructure improvements associated with Town Hall Crossing Drive, including grading, pavement, sidewalks, utility coordination, traffic control, restoration, and related infrastructure improvements.

Of the total leverage amount, \$650,000.00 is directed to construction-related activities. The remaining leverage supports related zoning, outreach, and staff costs necessary for project implementation.

Leverage Activity	Amount
Streets	\$480,000.00
Water	\$170,000.00
Revise Zoning Code	\$173,470.00
Printing and Mailing	\$320.40
Salaries - Housing & Equitable Development Planner	\$1,685.60
Benefits - Housing & Equitable Development Planner	\$494.00
Total Leverage	\$825,970.00

Leverage Documentation and Reporting Payment Requests

As a condition of each request for reimbursement or draw of CDBG PRO Housing funds, the SUBRECIPIENT shall submit documentation showing the amount of leveraged funds expended to date on the Project. Each draw request shall include:

1. The cumulative amount of CDBG PRO Housing funds requested to date;
2. The cumulative amount of leveraged funds expended to date; and
3. Supporting documentation for the leveraged funds claimed, in a form acceptable to the County.

The County may withhold processing of any draw request if the SUBRECIPIENT fails to provide adequate leverage documentation or if the SUBRECIPIENT is not demonstrating reasonable progress toward meeting the Required Leverage.

Proportional Leverage Requirement

The SUBRECIPIENT shall contribute and document leveraged funds on a proportional basis as CDBG PRO Housing funds are drawn. To the extent practicable, the percentage of the Required Leverage contributed at the time of each draw shall be at least equal to the percentage of CDBG PRO Housing funds drawn to date, unless otherwise approved in writing by the County.

Final Draw Requirement and Leverage Verification.

The final draw request shall include documentation demonstrating that the full Required Leverage of one million four hundred ninety-eight thousand three hundred ninety-five dollars and zero cents (\$1,498,395.00) has been expended, as permitted under program requirements. No final payment shall be made until the County has verified that the SUBRECIPIENT has met the full Required Leverage obligation and that the final draw package clearly shows the total leverage in the amount of \$1,498,395.00.

Failure to Meet Leverage Requirement

If the SUBRECIPIENT does not document the full Required Leverage expenditure of \$1,498,395.00 by the time of the final draw request, the County may withhold final payment of 5%, reduce the amount of CDBG PRO Housing funds reimbursed to maintain required leverage, require repayment of disbursed funds if required by applicable rules, or take other remedies available under this Agreement.

The SUBRECIPIENT shall provide the COUNTY with documentation supporting any funds, services, or other resources identified as leverage for the project. Such documentation must be sufficient to verify the source, amount, intended use, and status of the leverage.

PERSONS TO BE SERVED

Target Population

The target population for the PRO Housing-funded new infrastructure associated with the Town Hall Crossing Development is the population residing within the Project boundaries with benefits directed to at least 51 percent of households that are low- and moderate-income. The new infrastructure is intended to support and enable residential development within the Town Hall Crossing Development, including affordable housing opportunities, while also providing benefits through new public infrastructure, accessibility, and connectivity for future residents. Households purchasing the homes supported by the infrastructure shall be low- and moderate-income, defined as at or below 80 percent of area median income, as determined by HUD. *Refer to Exhibit A for the proposed units and applicable LMI requirements.*

Eligibility Guidelines

Eligibility for the housing units supported by the PRO Housing-funded infrastructure improvements will be limited to low- and moderate-income (LMI) households, as defined by applicable HUD income limits. Income eligibility will be determined and documented at the time of homebuyer qualification to ensure compliance with CDBG national objective requirements. Households purchasing the homes supported by the infrastructure improvements shall be low- and moderate-income, defined as at or below 80 percent of area median income, as determined by HUD. *Refer to Exhibit A for the proposed units and applicable LMI requirements.*

Income Documentation Required Use only for LMI activities excluding area benefit activities. We will use the annual income as defined under Section 8 Housing Assistance Payments Program 24 CFR 5.609.

The SUBRECIPIENT shall maintain documentation verifying household income eligibility to demonstrate compliance with the LMI national objective.

Marketing of Program/Service

SUBRECIPIENT will provide a subaward to Habitat for Humanity, ensuring that eligible households are identified, referred, and connected to homeownership opportunities associated with the Project. The SUBRECIPIENT is a member of the Home Buyers Round Table and will utilize this network as part of its outreach and marketing efforts. All completed properties shall be listed on the Multiple Listing Service (MLS) at their appraised value and marketed through a licensed realtor with experience in the affordable housing market.

The SUBRECIPIENT shall acknowledge COUNTY's funding contribution through the CDBG PRO Housing program in project-related marketing and publicity materials. The SUBRECIPIENT agrees to display the COUNTY CDBG/HOME logo, as provided by the COUNTY, in appropriate project materials and communications related to the Project. In addition, the SUBRECIPIENT shall include signage or a banner at the project site during construction indicating that the work is being funded, in part, through COUNTY's CDBG PRO Housing program, and shall acknowledge the COUNTY's contribution in any signs or other displays that identify entities contributing funds toward the Project.

Referral/Application Process

The completed units will be listed on the open market, and will be sold to the first low- to moderate-income buyer who completes an accepted offer to purchase within five (5) months of the completion of construction for each unit.

Capacity/Waiting List

The number of homeownership opportunities under this Project shall be limited to the homes constructed, and any interested eligible households shall be managed through the SUBRECIPIENT's standard referral and intake process in coordination with Habitat for Humanity.

SERVICE METHODS

Services to be Performed

The SUBRECIPIENT shall be responsible for the construction and completion of new public infrastructure associated with the Project, including but not limited to roadway extension, sewer installation, and related site improvements within the Town Hall Crossing Development in the City of Sun Prairie. This new infrastructure is

intended to support the development of forty-six (46) single-family homes, of which twenty-four (24) will be affordable single-family homes for low- and moderate-income households. For a detailed description of the Project activities and milestones, refer to Exhibit B.

How Services are to be Provided

The SUBRECIPIENT shall carry out the Project through the coordination of construction and infrastructure activities in partnership with Habitat for Humanity. The SUBRECIPIENT shall be responsible for ensuring that all work is performed in accordance with the terms of this Agreement, applicable Federal, State, and local requirements, and all required compliance standards. The SUBRECIPIENT shall also be responsible for submitting all required documentation, reports, and compliance materials to the COUNTY.

Procurement –

- The SUBRECIPIENT shall procure contractors and related services necessary for the completion of eligible infrastructure improvements in accordance with 2 CFR part 200 and other applicable procurement requirements.

Fair Housing

- The SUBRECIPIENT shall comply with all applicable fair housing requirements and affirmatively further fair housing.

Section 3

- The SUBRECIPIENT shall comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Build America, Buy America (BABA)

- The SUBRECIPIENT shall comply with Title IX, Subpart A of the Infrastructure Investment and Jobs Act of 2021 (41 U.S.C. 8301 et seq.).

Davis-Bacon and Related Acts (DBRA)

- The SUBRECIPIENT shall comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and related labor standards provisions in accordance with 24 CFR 570.603.

Inspection

- Construction inspections monthly by the 8th of the month
- Infrastructure completion inspections
- Environmental mitigation inspections
- Final project completion inspections
- Certificate of occupancy or similar local approvals
- Local, state, and federal compliance inspections, as applicable
- Final acceptance/verification of completed improvements

PROJECT COORDINATION

The SUBRECIPIENT shall participate in all project coordination and technical assistance meetings and shall be responsible for transmitting all required documentation, reports, and compliance materials to COUNTY. Habitat for Humanity shall provide all such materials to the SUBRECIPIENT for submission. SUBRECIPIENT shall be responsible for ensuring the accuracy and completeness of all submitted documentation, reports, and compliance materials and for addressing any related compliance issues or deficiencies.

FAILURE TO COMPLETE PROJECT; NATIONAL OBJECTIVE; REPAYMENT

The SUBRECIPIENT acknowledges that all funds provided under this Agreement are subject to the requirements of the CDBG Program, including the obligation to meet a national objective, specifically the benefit to low- and moderate-income (LMI) persons.

The SUBRECIPIENT shall ensure that all Project activities and milestones set forth in Exhibit B are completed in accordance with this Agreement, including, but not limited to: (a) completion of all required public infrastructure; and (b) development of the anticipated affordable housing units necessary to achieve the required LMI benefit.

Failure to Meet National Objective.

If the Project fails to meet the applicable national objective, including failure to achieve the required LMI benefit threshold, the Project shall be deemed ineligible under CDBG requirements.

Repayment Obligation.

In the event the Project is determined to be ineligible, whether due to failure to complete the Project, failure to construct the anticipated housing units, delays or failure in required infrastructure improvements, or any other reason resulting in failure to meet a national objective or any other applicable Federal, State or County requirements, COUNTY will require the SUBRECIPIENT to repay all of the CDBG funds disbursed under this Agreement.

Responsibility for Project Completion.

The SUBRECIPIENT remains fully responsible for ensuring the completion of all activities as described in this Agreement. This includes meeting all applicable requirements and coordinating with any third parties (including, but not limited to, developers, contractors, or consultants). Failure of any third party to perform shall not relieve the SUBRECIPIENT of its obligations under this Agreement.

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Schedule B (Capital - Budget)

Include the amount and source of all project funding.

Line Item	(1) Total Project Budget (2 + 3 + 4)	(2) CDBG PRO Housing- Funded Project Costs	(3) Other non- federal Funding Source Amount: City of Sun Prairie Leverage Town Hall Crossing Drive Construction	(4) Other non- federal Funding Source Amount: Habitat Leverage Kadow Lane Phase 2 and 2B Construction
A. DEVELOPMENT HARD COSTS				
Acquisition Costs	\$0.00	\$0.00	\$0.00	\$0.00
Construction – Town Hall Crossing Development – Kadow Lane	\$1,435,325.00	\$762,900.00	\$0.00	\$672,425.00
Construction - Town Hall Crossing Development – Town Hall Crossing Drive	\$650,000.00	\$0.00	\$650,000.00	\$0.00
Demolition	\$0.00	\$0.00	\$0.00	\$0.00
Site Improvements	\$0.00	\$0.00	\$0.00	\$0.00
Utility Connections	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Development Hard Costs	\$2,085,325.00	\$762,900.00	\$650,000.00	\$672,425.00
B. PROJECT SOFT COSTS				
Information Services	\$0.00	\$0.00	\$0.00	\$0.00
Architect	\$0.00	\$0.00	\$0.00	\$0.00
Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Environmental Investigations	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fees	\$0.00	\$0.00	\$0.00	\$0.00
Other Professional Services - Revise Zoning Code	\$173,470.00	\$0.00	\$173,470.00	\$0.00
Project Audit	\$0.00	\$0.00	\$0.00	\$0.00
Title, Appraisal, Recording Fees	\$0.00	\$0.00	\$0.00	\$0.00
Other Overhead Costs - Printing and Mailing	\$320.40	\$0.00	\$320.40	\$0.00

Subtotal Project Soft Costs	\$173,790.40	\$0.00	\$173,790.40	\$0.00
C. PROJECT PERSONNEL COSTS				
Salaries - Housing & Equitable Development Planner	\$1,685.60	\$0.00	\$1,685.60	\$0.00
Taxes	\$0.00	\$0.00	\$0.00	\$0.00
Benefits Housing & Equitable Development Planner	\$494.00	\$0.00	\$494.00	\$0.00
Subtotal Project Personnel Costs	\$2,179.60	\$0.00	\$2,179.60	\$0.00
D. RELOCATION COSTS				
Relocation Payments	\$0.00	\$0.00	\$0.00	\$0.00
Advisory Services	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$2,261,295.00	\$762,900.00	\$825,970.00	\$672,425.00

CDBG Allowable Activity Costs

Item		Activity Related Costs
a. Activity Hard Costs		
1.	These are detailed in the program standards and defined under 24 CFR 570.201, 202, 203, and 204. Depending on the activity this may include: acquisition; disposition; clearance and remediation activities; acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements; public services; homeownership assistance; economic development, etc.	X
b. Activity Personnel Costs		
2.	Staff and overhead costs DIRECTLY related to carrying out the activity specified in 24 CFR 570.201-204, such as providing direct services to consumers, work specifications preparation, loan processing inspections, and other services related to assisting potential clients, owners, tenants, and homebuyers. This may include staff time spent supervising staff who are carrying out the activities specified in 24 CFR 570.201-204 when that time is spent addressing a direct consumer, service, or property issue. It does not include supervisory time spent on such functions as employee evaluations.	X
c. Related Soft Costs/Operating Costs		
3.	PUBLIC SERVICES ONLY: Operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. ¹ 24 CFR 570.207 (b) (2)	X
4.	Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.	X
5.	Costs to process and settle the financing for a project, such as a private lender origination fees, credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorneys fees, private appraisal fees, and fees for an independent cost estimate, builders or developers fees.	X
6.	Costs of a project audit	X
7.	Costs to provide activity related information services, such as affirmative marketing and fair housing information to prospective homeowners and tenants.	X
8.	Impact fees that are charged to all projects within Dane County.	X
9.	Environmental Reviews.	X
d. Relocation costs for persons displaced by the project.		
10.	Relocation payments – replacement housing payments, moving expenses, and payments for reasonable out-of-pocket costs incurred in the relocation of persons.	X
11.	Other relocation assistance – staff and overhead costs directly related to providing advisory and other relocation services to persons displaced by the project, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling, and other assistance necessary to minimize hardship assistance.	X

¹ For example the use of CDBG funds to pay the allocable costs of operating and maintaining a facility used in providing a public service would be eligible under 570.201 (e), even if no other costs of providing such a service are assisted with such funds. 24 CFR 570.207 (b) (2).

Schedule C (Special Features)

The master grant agreement that supplies funding for program administered by SUBRECIPIENT contains the conditions below enjoined by the Preliminary Injunction in King County et al. v. Turner et al., 2:25-cv-00814-BJR (W.D. Wash.) (issued May 7, 2025), in which Dane County is a plaintiff.

- ~~The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;~~
- ~~The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;~~
- ~~The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;~~
- ~~The Recipient shall not use grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,~~
- ~~The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.~~
- ~~No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.~~
- ~~The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.~~

COUNTY has stricken these conditions from its master grant agreement as they are not enforceable as of May 7, 2025. In the event the Preliminary Injunction (PI) expires, the enjoined conditions will not be imposed or enforced against Dane County or SUBRECIPIENT during the period that the PI or the prior TROs were in effect. SUBRECIPIENT shall be responsible to make the decision whether or not to follow the conditions above to continue with the contract, or whether the recipient will request rescission of the contract after the PI expires, as notified by its COUNTY contract manager.

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Schedule D

(PRO Housing Requirements Not Otherwise Included in this Agreement)

Unless otherwise specified, the following federal requirements apply to this Project and are incorporated into this Agreement. These requirements are detailed in HUD guidance, including the document titled:

"Administrative, National & Departmental Policy Requirements and Terms for HUD Financial Assistance – 2024," as well as other applicable HUD regulations and federal statutes.

The SUBRECIPIENT is responsible for reviewing each applicable requirement and ensuring that compliance is considered and incorporated throughout project implementation, including but not limited to project planning, staffing, procurement, budgeting, contracting, and timeline development.

The SUBRECIPIENT shall ensure that all applicable federal requirements are included in and enforced through all contracts, subcontracts, and agreements associated with the Project.

Failure to comply with applicable federal requirements may result in corrective action, delayed or withheld payments, or termination of this Agreement, and may impact the SUBRECIPIENT's ability to receive or retain federal financial assistance.

To the extent that any requirement listed below is already addressed elsewhere in this Agreement, such requirement shall remain applicable and is included here for completeness.

1. Compliance with The Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations at 24 CFR part 100 et seq
2. Compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-2000d-4)(Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1
3. Compliance with the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146
4. Compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8
5. Compliance with the Americans with Disabilities Act, 42 U.S.C. 12101 et seq
6. Compliance with Affirmatively Furthering Fair Housing (AFFH) requirements, including 24 CFR 5.150 et seq
7. Compliance with Economic Opportunities for Low-and Very Low-income Persons (12 U.S.C. 1701u) requirements, including those listed at 24 CFR part 75
8. Compliance with Improving Access to Services for Persons with Limited English Proficiency (LEP) requirements, including those listed within Federal Register Notice, FR-4878-N-02 (also see HUD's webpage)
9. Compliance with Accessible Technology requirements, including those listed on in HUD's Policy on Section 508 of the Rehabilitation Act and Accessible Technology
10. Compliance with Equal Access Requirements (e.g., 24 CFR 5.105(a)(2) and 5.106)
11. Compliance with Ensuring the Participation of Small Disadvantaged Business, and Women-Owned Business requirements at 2 CFR 200.321
12. Compliance with Energy Efficient and Sustainable by Design
13. Compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 USC 4601 et seq.) (URA) requirements, 49 CFR part 24, and applicable program regulations
14. Compliance with Participation in HUD-Sponsored Program Evaluation

15. Compliance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200)
16. Compliance with Drug-Free Workplace requirements (2 CFR part 2429)
17. Compliance with the requirements related to safeguarding resident/client files (e.g., 2 CFR 200.303(e))
18. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (2 CFR part 170) (FFATA), as amended
19. Compliance with Eminent Domain
20. Compliance with Accessibility for Persons with Disabilities requirements, including 24 CFR parts 8 and 100; 28 CFR part 35
21. Compliance with applicable Violence Against Women Act requirements in the Housing Chapter of VAWA, 34 U.S.C. 12491-12496, 24 CFR part 5, subpart L, and program-specific regulations, if applicable
22. Compliance with Conducting Business in Accordance with Ethical Standards/Code of Conduct, including 2 CFR 200.317, 2 CFR 200.318(c) and other applicable conflicts of interest requirements
23. Compliance with the Build America, Buy America (BABA) Act procurement requirements
24. Compliance with System for Award Management and Universal Identifier Requirements at 2 CFR part 25
25. Compliance with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)) and implementing regulations at 2 CFR part 175 (Award Term for Trafficking in Persons)
26. Compliance with Award Term and Condition for Recipient Integrity and Performance Matters (see Appendix XII to 2 CFR part 200)
27. Compliance with Suspension and Debarment regulations (2 CFR part 2424 and 2 CFR part 180)
28. Compliance with environmental justice requirements that apply in accordance with Executive Orders 12898 and 14008, and OMB Memorandum M-21-28, which implements the *Justice40 Initiative*, section 223 of Executive Order 14008.
29. Compliance with HUD Secretary Fudge's April 12, 2022 memorandum, "Eliminating Barriers That May Unnecessarily Prevent Individuals with Criminal Histories from Participation in HUD Programs"
30. Compliance with equity requirements, including racial equity and underserved communities and LGBTQ+ requirements that apply in accordance with Executive Orders 13985, 13988, and 14091
31. Compliance with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a contractor, subcontractor, grantee, subgrantee, and personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. (See Federal Contractor or Grantee Protections | Office of Inspector General, Department of Housing and Urban Development (hudoig.gov))
32. Compliance with 2 CFR 200.216, Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment and Executive Orders 14091 and 14110, which includes prohibition on the use of HUD funds to purchase or fund any form of facial or biometric recognition technology for the purpose of surveillance or any other use that may adversely impact equitable access to housing

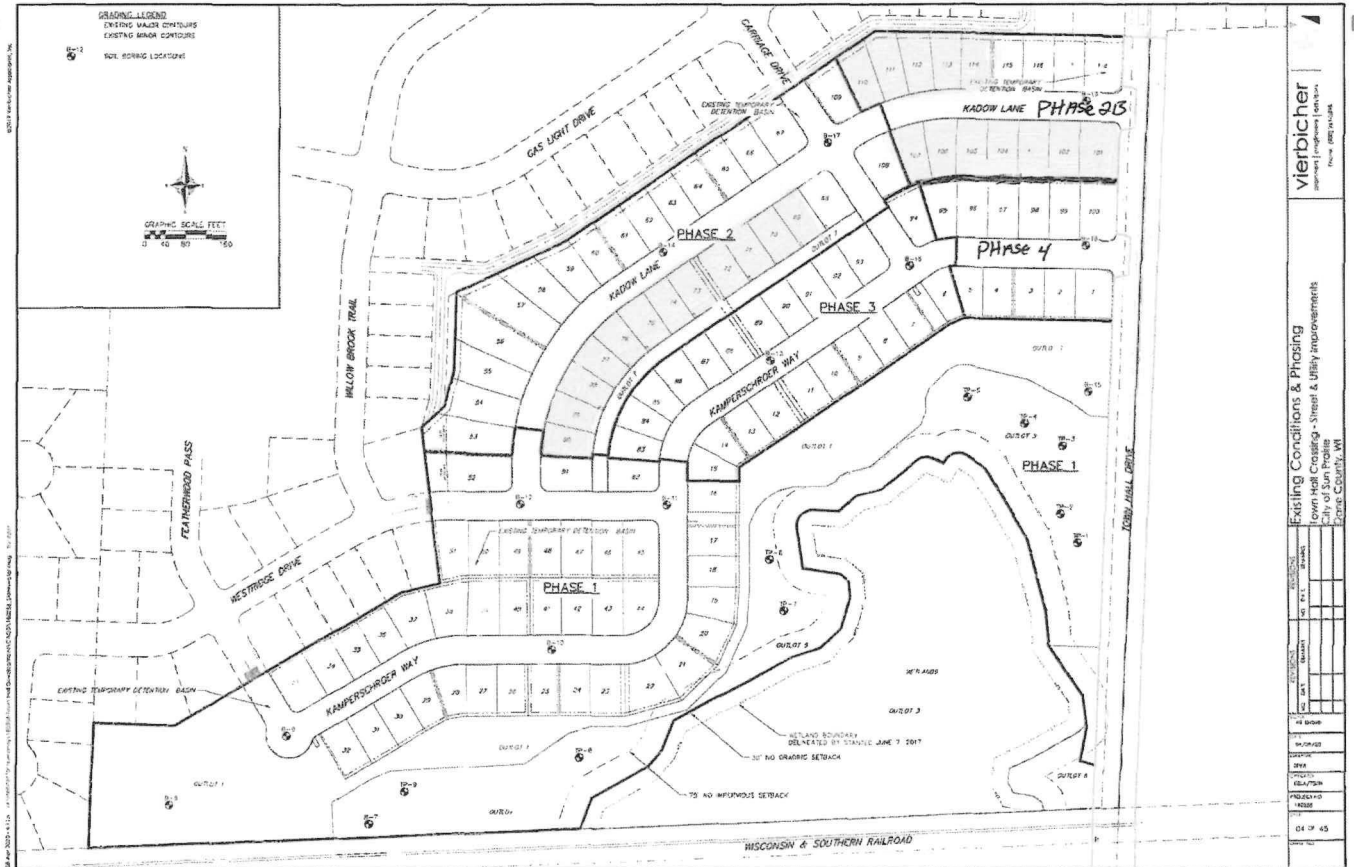


Exhibit B - Town Hall Crossing Development – PRO Housing Infrastructure Project – Exhibit B**Project Milestones and Completion Schedule**

Payments are contingent upon satisfactory progress and completion of applicable milestones and deliverables. Dane County reserves the right to withhold or delay payment if required milestones or deliverables are not met or if compliance requirements are not satisfied.

I. Pre-Construction Activities

Activity	Description	Milestone Deliverable (Unless otherwise noted, all milestones are also deliverables.)	Responsible Party	Estimated Completion Date
Incorporation of Federal Requirements into Pre-Bid and Bid Documents	Inclusion of all applicable federal requirements, including but not limited to, Build America, Buy America (BABA), Davis-Bacon and Related Acts (DBRA), Section 3 provisions, federal contract clauses, and related compliance requirements into pre-bid and final bid documents and specifications.	Pre-bid and bid documents finalized and compliant (Deliverable)	Dane County/ City of Sun Prairie /Habitat	April 21, 2026
Procurement / Bidding Process Initiated	Public solicitation of bids in compliance with applicable procurement requirements, including 2 CFR Part 200. No contract award shall occur prior to ER clearance and AUGF.	Bid documents released (Deliverable)	City of Sun Prairie /Habitat	April 21, 2026
Completion of Environmental Review (ER) and Authority to Use Grant Funds (AUGF)	Completion of all environmental review requirements, including receipt of HUD Authority to Use Grant Funds. No choice-limiting actions, contract award, or construction activities may occur prior to issuance of the Authority to Use Grant Funds (AUGF) and the County's Notice to Proceed.	Authority to Use Grant Funds (AUGF) issued (Deliverable)	Dane County	Early June 2026
Pre-Construction Compliance Completion	Completion of all pre-construction compliance requirements, including development of the Section 3 Plan, incorporation of Davis-Bacon wage decisions, contractor eligibility verification,	All compliance documentation completed and approved (Deliverable)	City of Sun Prairie /Habitat	June 15, 2026

	and confirmation of required insurance, licensure, and federal compliance documentation.			
Procurement Completed and Contracts Awarded	Bid evaluation completed, cost reasonableness documented, and construction contracts formally awarded in accordance with applicable federal, state, and local requirements.	Construction contracts executed (Deliverable)	City of Sun Prairie /Habitat	June 30, 2026
Pre-Construction Conference Completed	Pre-construction conference held with contractor(s) and project partners to review federal requirements, including DBRA, Section 3, BABA, certified payroll procedures, reporting requirements, and payment request procedures.	Pre-construction conference completed and documented (Deliverable)	City of Sun Prairie /Habitat	June 30, 2026
Notice to Proceed Issued	Formal issuance of Notice to Proceed by Dane County following receipt of AUGF, contract execution, and completion of all required compliance verifications.	Notice to Proceed issued (Deliverable)	Dane County	June 30, 2026
II. Construction Activities				
Activity	Description	Milestone Deliverable (Unless otherwise noted, all milestones are also deliverables.)		Estimated Completion Date
Construction Start – PRO Housing Infrastructure Improvements	Commencement of construction activities for PRO Housing-funded infrastructure improvements, including initial mobilization, contractor staging, and start of on-site work in accordance with approved plans and specifications.	Construction mobilization completed (Milestone)	City of Sun Prairie /Habitat	July 1, 2026
Site Preparation	Completion of site preparation activities necessary for infrastructure construction, including clearing, grubbing, grading, erosion control measures, utility locating, and other preparatory work required prior	Site preparation completed (Milestone)	City of Sun Prairie /Habitat	July 15, 2026

	to excavation and installation of improvements.			
Excavation	Completion of excavation activities required for roadway, sewer, utility, and related infrastructure improvements, including trenching, subgrade preparation, and removal of unsuitable materials, as applicable.	Excavation completed for infrastructure areas (Milestone)	City of Sun Prairie /Habitat	July 30, 2026
Major Infrastructure Construction Phase	Ongoing construction of core infrastructure improvements necessary to support housing development, including the extension of Kadow Lane; approximately 1,392 linear feet of sanitary sewer; approximately 1,583 linear feet of water main; approximately 3,009 linear feet of storm sewer infrastructure; streets, sidewalks, and related improvements; and ongoing compliance with Davis-Bacon, Section 3 reporting, BABA documentation, and construction progress reporting.	Core infrastructure installed, including road, sewer, water main, storm sewer, streets, and sidewalks (Milestone)	City of Sun Prairie /Habitat	July 1 – October 30, 2026
Construction of Kadow Lane	Construction of Kadow Lane roadway necessary to provide access to development parcels, including grading, base preparation, paving, and related improvements.	Kadow Lane construction initiated (Milestone)	City of Sun Prairie /Habitat	August 31, 2026
Construction Progress (Monthly Draws)	Ongoing submission of payment requests and supporting documentation, including invoices, lien waivers, certified payrolls, BABA certifications, Section 3 reporting, and other documentation required by the COUNTY to support reimbursement and compliance monitoring.	Monthly draw packages submitted and approved (Deliverable)	City of Sun Prairie /Habitat	Ongoing
Monthly Site Inspections to Review Progress	Dane County, SUBRECIPIENT, and other appropriate project partners will conduct monthly site inspections during active	Monthly site inspections completed and documented (Deliverable)	Dane County/ City of Sun Prairie /Habitat	Monthly during active construction

	construction to verify progress, review work completed, document site conditions through notes and photographs, confirm alignment with submitted payment requests, and monitor compliance with all applicable federal requirements.			
Completion of PRO Housing-Funded New Sewer Infrastructure	Completion of PRO Housing-funded infrastructure improvements to a level suitable for intended use, subject only to final inspection, punch list items, and administrative closeout requirements, including completion of the planned Sewer Linear Feet for Public Improvement.	Sewer infrastructure completed and certified (Milestone)	City of Sun Prairie /Habitat	October 30, 2026
Completion of Kadow Lane Construction	Completion of Kadow Lane roadway necessary to support housing development and occupancy.	Kadow Lane completed and accepted (Milestone)	City of Sun Prairie /Habitat	October 30, 2026
Habitat Construction Begins on Completed Lots	Habitat for Humanity begins construction of affordable single-family homes on lots made development-ready through the completed infrastructure improvements.	Single-family home construction initiated (Milestone)	Habitat	November 1, 2026
Ongoing Housing Construction Phases	Continued phased construction of affordable single-family homes by Habitat for Humanity in accordance with project timelines and development phasing.	Housing construction phases completed incrementally (Milestone)	City of Sun Prairie /Habitat	November 1, 2026 – December 31, 2029
Town Hall Drive Construction	Completion of Town Hall Drive construction will serve as required local leverage and provide critical connectivity infrastructure associated with the overall Town Hall Crossing development. Work will consist of construction of roadway and public infrastructure improvements including grading, pavement, sidewalks, utility coordination, traffic control, restoration and	Town Hall Drive completed (Milestone)	City of Sun Prairie /Habitat	September 30, 2029

	infrastructure associated with Town Hall Crossing Drive.			
Completion of Affordable Single-Family Homes	Completion of 24 affordable single-family homes supported by the infrastructure improvements.	Affordable homes completed (Milestone)	Habitat	December 31, 2029
Sale of Homes to Low- and Moderate-Income Households	Sale and occupancy of completed homes to eligible low- and moderate-income households in accordance with program requirements and affordability provisions.	Homes sold to LMI households (Milestone)	Habitat	December 31, 2029
End of Construction Period / Completion of All Construction Activities	Completion of all construction activities related to the project, including PRO Housing-funded infrastructure and associated work. This milestone represents the official end of the construction period. No construction activities shall occur after this date, and no construction-related costs incurred after this date shall be eligible for reimbursement under this Agreement. Any costs incurred after this date without prior written approval shall be deemed ineligible and shall not be reimbursed.	Construction activities completed and certified; construction period formally closed and no further construction costs eligible. (Milestone)	City of Sun Prairie /Habitat	December 31, 2029
III. Post-Construction Activities				
Activity	Description	Milestone Deliverable (Unless otherwise noted, all milestones are also deliverables.)		Estimated Completion Date
Final Inspection and Acceptance of Infrastructure Improvements	Completion of final inspections and formal acceptance of PRO Housing-funded infrastructure improvements by SUBRECIPIENT and Dane County, including verification that all work meets applicable standards and specifications.	Final inspection completed and accepted (Milestone)	Dane County	December 31, 2029

Labor Standards and Compliance Closeout	Submission and review of final certified payrolls, Section 3 reports, BABA documentation, and resolution of any outstanding labor standards or compliance findings related to the infrastructure work.	All compliance reports submitted and approved (Deliverable)	City of Sun Prairie /Habitat	December 31, 2029
Final Acceptance of All Infrastructure Improvements	Final acceptance of all infrastructure improvements, including both PRO Housing-funded improvements and required SUBRECIPIENT-funded match infrastructure, confirming completion of all contractual obligations.	All infrastructure formally accepted (Milestone)	Dane County	December 31, 2029
Submission of Beneficiary and Compliance Documentation	Submission of all required beneficiary data, including LMI household data, units completed, persons served, Section 3 reports, compliance documentation, and final documentation for Sewer Linear Feet for Public Improvement.	All beneficiary and compliance documentation submitted (Milestone)	City of Sun Prairie /Habitat	At completion and closeout
Final Infrastructure Completion Deadline (PRO Housing Project)	Completion of all required project activities and infrastructure obligations within the applicable PRO Housing performance period, consistent with HUD requirements.	All required activities completed (Milestone)	City of Sun Prairie /Habitat	December 31, 2029
Final Project Closeout and Financial Reporting	Completion of all required financial reporting, final draw requests, beneficiary data submission, and receipt of all closeout documentation, including lien waivers, warranties, and compliance certifications.	Project financially and administratively closed out (Deliverable)	Dane County/ City of Sun Prairie /Habitat	July 31, 2030



Federal Funding Accountability and Transparency Act (FFATA)



The Federal Funding Accountability and Transparency Act of 2006 (FFATA) and associated amendments requires that information on subawards related to Federal contracts and grants and the executive compensation of awardees be made publicly available.

AWARD INFORMATION

Please complete the following information regarding the grant or loan made to your organization. If any information that has prefilled is incorrect, please cross it out and write in the correct information.

Name of Entity Receiving Award:	City of Sun Prairie
Amount of Award:	\$762,900.00
Transaction Type:	Grant
Funding Agency:	Department of Housing and Urban Development
CFDA No.:	14.023 (CDBG PRO Housing)
Award Title:	FY24 Pathways to Removing Obstacles to Housing (PRO Housing)
Unique Entity Identification Number:	D9CNEADD4Q68
UEI Number of Parent Entity (if applicable):	

LOCATION INFORMATION

Please complete the following information regarding the location of your organization and the location of where services are primarily provided. If services are provided County-wide, then record the Primary Location of Performance as the location of the organization.

Item	Location of Entity Receiving Award	Primary Location of Performance
City:	Sun Prairie	Sun Prairie
Zip Code:	53590	53590
Congressional District:	Wisconsin 2 nd	Wisconsin 2 nd

EXECUTIVE COMPENSATION

Please read each of the questions below and indicate yes if it applies to your organization. If all three questions are answered YES, then complete the table on the following page before signing this document. If any are marked NO, then sign the form on the reverse side.

Yes	No	Questions to Determine if this Section is Applicable to your Organization:
☐	☒	In the preceding fiscal year, did your organization receive 80% or more of its annual gross revenues in Federal awards?
☐	☒	In the preceding fiscal year, did your organization receive \$25,000,000 or more in annual gross revenues from Federal awards?
☐	☒	Does the public not have access to information about the total amount of compensation of the senior executives of the organization through periodic reports filed under section

	13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78 m(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986.
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If all three boxes in the Executive Compensation section are marked YES, complete the following information for the five most highly compensated officers of your organization:

Name	Title	Total Amount of Compensation

Warning: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

Signature of Person Completing the Form:

Taylor C Brown
Signature

5/29/2024
Date

Taylor C Brown
Name (Typed or Printed)

Economic Development Director
Title

Please return this completed form to:

Dane County CDBG/HOME Programs
ATTN: FFATA
Dane Co Job Center
Attn: HAA – BALTAZAR DE ANDA SANTANA
1819 Aberg Ave.
Madison, WI 53704