

# Dane County Contract Cover Sheet

Revised 06/2021

Res 111

BAF # 23093  
 Acct: Seitz  
 Mgr: Cervantes  
 Budget Y/N: N

<b>Dept./Division</b>	Human Services /HAA		
<b>Vendor Name</b>	Movin' Out, Inc.	<b>MUNIS #</b>	5470
<b>Brief Contract Title/Description</b>	Assist first time home-buyers to acquire the purchase of a house funded by the Housing Cost Reduction Initiative Program Grant		
<b>Contract Term</b>	Ends 9/30/2025		
<b>Contract Amount</b>	\$ 46,250.00		

<b>Contract #</b> Admin will assign	15178
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Spring Larson, Contract Coordination Assistant	<b>Name</b>	Kathryne Auerback, CEO
<b>Phone #</b>	608-242-6391	<b>Phone #</b>	608-229-6911
<b>Email</b>	dcdhscontracts@countyofdane.com	<b>Email</b>	kathryne@movin-out.org
<b>Purchasing Officer</b>			

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b> 2215	<b>Org:</b>	<b>Obj:</b> NEW	<b>Proj:</b>	\$ 46,250.00
	<b>Year</b> 2023	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input type="checkbox"/>	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.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	111
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Year</b>
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
lheukumere, Astra	Digitally signed by lheukumere, Astra Date: 2023.07.27 10:09:49 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
	SHR 7/25/23

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
<b>DOA:</b>	<b>Date In:</b> 7/27/23	<b>Date Out:</b> _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, July 31, 2023 2:21 PM  
**To:** Hicklin, Charles; Rogan, Megan; Lowndes, Daniel  
**Cc:** Oby, Joe  
**Subject:** Contract #15178  
**Attachments:** 15178.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 7/31/2023 3:13 PM	Approve: 7/31/2023 3:13 PM
	Rogan, Megan	Read: 7/31/2023 2:22 PM	Approve: 7/31/2023 2:22 PM
	Lowndes, Daniel	Read: 8/2/2023 2:24 PM	Approve: 8/2/2023 2:24 PM
	Oby, Joe		

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

Contract #15178  
Department: Human Services  
Vendor: Movin' Out  
Contract Description: Administer Housing Cost Reduction Initiative Program (Res 111)  
Contract Term: 8/1/23 – 9/30/25  
Contract Amount: \$46,250.00

Thanks much,  
Michelle

*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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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**2023 RES-111**

**ACCEPTING STATE FUNDS AND AWARDING A CONTRACT FOR  
HOMEBUYER ASSISTANCE  
DCDHS – HAA DIVISION**

Dane County has been approved for a grant of \$50,000 from the State of Wisconsin through the Housing Cost Reduction Initiative (HCRI) Program to administer homebuyer activities in Dane County.

Movin' Out, Inc. has been administering a homebuyer's assistance program in Dane County since 1995, more specifically with the Dane County CDBG and HOME funds since 2013. Movin' Out, Inc. has over 25 years of experience administering HCRI funds in various locations throughout the State of Wisconsin. The funds awarded in this resolution will help expand that program into Dane County.

This agency has been selected to administer homebuyer assistance programs via the CDBG/HOME annual allocation process.

This resolution seeks approval to accept the State of Wisconsin grant funds from the Housing Cost Reduction Initiative (HCRI) Program and award a contract for \$46,250.00 to Movin' Out, Inc. to administer the program.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Executive is authorized to sign a sub award agreement with the State of Wisconsin to receive the grant funds;

**BE IT FURTHER RESOLVED** that the following revenue account(s) be adjusted and that the revenue increase be credited to the County General Fund and transferred from the General Fund to the following expenditure account(s) in the Department of Human Services:

Revenue		Amount
Account Number	Account Title	
(NEW)	HOUSING COST REDUCTION INITIATIVE GRANT(NEW)	\$50,000

Total Revenue \$50,000

Expenditure		Amount
Account Number	Account Title	
(NEW)	HOMEBUYER ASSISTANCE (NEW)	\$50,000

Total Expenditure \$50,000

**BE IT FINALLY RESOLVED**, that the County Board approves a contract in the amount of \$46,250.00 with Movin' Out, Inc. and authorizes the County Executive and County Clerk to execute the contract documents, and authorizes the Controller to issue checks for payment of contract invoices.

<u>Vendor</u>	<u>Contract Amount</u>
MOVIN OUT, INC.	\$46,250.00



03/2023

**DANE COUNTY CONTRACT #** 15178

## **GRANT AGREEMENT**

**THIS GRANT AGREEMENT** is made and entered into, by and between the County of Dane (hereafter referred to as "GRANTOR") and Movin' Out, Inc. (hereafter, "GRANTEE"),

### **WITNESSETH:**

**WHEREAS**, GRANTOR, whose address is Department of Administration, 210 Martin Luther King, Jr. Blvd, Room 425, Madison, WI 53703, and desires to support GRANTEE's project to assist first time homebuyers to acquire the purchase of a house; and

**WHEREAS** GRANTEE, is a Wisconsin nonprofit corporation, whose address is 902 Royster Oaks Drive, Suite 105, Madison, WI 53714 and is able and willing to complete such a project;

**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, GRANTOR and GRANTEE do agree as follows:

#### **I. TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement ("Effective Date") and shall end as of September 30, 2025 ("Expiration Date") unless terminated pursuant to this Agreement.

#### **II. PURPOSE AND SCOPE:**

A. In consideration of a grant in the amount of \$46,250.00 ("Grant Funds"), GRANTEE agrees to administer homebuyer activities in Dane County ("Project"). Notwithstanding any other provision of this Agreement to the contrary, GRANTOR shall never pay more than the amount of the Grant Funds.

B. GRANTEE shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement, including the Scope of Work set forth in Exhibit A, which is fully incorporated herein by reference, and all applicable laws.

C. GRANTEE agrees to secure at GRANTEE's own expense all personnel necessary to carryout GRANTEE's obligations under this Agreement. Such personnel shall not be deemed to be employees of GRANTOR nor shall they or any of them have or be deemed to have any direct contractual relationship with GRANTOR.

**III. ASSIGNMENT:**

GRANTEE shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of GRANTOR unless otherwise provided herein.

**IV. TERMINATION:**

A. Failure of GRANTEE to fulfill any of its obligations under this Agreement in a timely manner, or violation by GRANTEE of any of the covenants or stipulations of this Agreement, shall constitute grounds for GRANTOR to terminate this Agreement by giving a thirty (30) day written notice to GRANTEE.

B. The following shall constitute grounds for immediate termination:

1. Violation by GRANTEE of any State, Federal or local law, or failure by GRANTEE to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. Failure by GRANTEE to carry applicable licenses or certifications as required by law.
3. Failure of GRANTEE to comply with reporting requirements contained herein.
4. Inability of GRANTEE to perform the work provided for herein.

C. In the event GRANTOR terminates this Agreement as provided in Subsections A or B , GRANTEE shall, within thirty (30) days of termination of this Agreement, return to the GRANTOR the full amount of the Grant Funds minus any amount that should be paid to GRANTEE for work that has been completed and which costs can be substantiated. GRANTOR may seek any and all other remedies available to it against the GRANTEE.

D. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out GRANTOR's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

**V. PAYMENT:**

GRANTOR's obligation to make payments under this Agreement is contingent upon GRANTEE demonstrating to GRANTORS satisfaction that GRANTEE has arranged sufficient funding to complete the project in a timely manner. It is currently estimated that the cost to complete the project is \$46,250.00.

**VI. REPORTS:**

GRANTEE agrees to make such reports as are required in the attached Exhibit C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of GRANTEE to comply with the time limits set forth in said Exhibit C shall result in the penalties set forth herein.

**VII. DELIVERY OF NOTICE:**

Notices, bills, invoices and reports 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 above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

**VIII. INSURANCE:**

A. GRANTEE shall indemnify, hold harmless and defend GRANTOR, 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 which GRANTOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of GRANTEE's work or obligations 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 GRANTOR's, its agencies, boards, commissions, officers, employees or representatives. The obligations of GRANTEE under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and GRANTOR, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, GRANTEE shall, at GRANTEE's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, GRANTEE agrees to preserve GRANTOR's subrogation rights in all such matters that may arise that are covered by GRANTEE's insurance. Neither these requirements nor the GRANTOR's review or acceptance of GRANTEE's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the GRANTEE under this Agreement. The GRANTOR expressly reserves the right to require higher or lower insurance limits where GRANTOR deems necessary.

**1. Commercial General Liability:**

GRANTEE agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent GRANTEES and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and

Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

**2. Commercial/Business Automobile Liability:**

GRANTEE agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. GRANTEE further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event GRANTEE does not own automobiles, GRANTEE agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**3. Workers' Compensation:**

GRANTEE agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

**4. Umbrella or Excess Liability:**

GRANTEE may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy.

There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. GRANTEE agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Upon execution of this Agreement, GRANTEE shall furnish GRANTOR with a Certificate of Insurance listing DANE COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If GRANTEE'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 that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, GRANTEE shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. GRANTEE shall furnish GRANTOR, annually on the policy renewal date, a certificate of Insurance as evidence of coverage. It is further agreed that GRANTEE shall furnish the GRANTOR 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 GRANTEE or GRANTOR may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by GRANTEE. In the event any action, suit or other proceeding is brought against GRANTOR upon any matter herein indemnified

against, GRANTOR shall give reasonable notice thereof to GRANTEE and shall cooperate with GRANTEE's attorneys in the defense of the action, suit or other proceeding. GRANTEE shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, GRANTEE shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of GRANTEE. In case of any sublet of work under this Agreement, GRANTEE shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of GRANTEE.

D. The parties do hereby expressly agree that GRANTOR, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. 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 GRANTOR's Risk Manager taking into account the nature of the work and other factors relevant to GRANTOR's exposure, if any, under this Agreement.

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

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

**X. NON-DISCRIMINATION:**

During the term of this Agreement, GRANTEE 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 forces of the United States, or political beliefs against any person, 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, training, rates of pay, and any other form of compensation or level of service(s). GRANTEE agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. 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.

**XI. CIVIL RIGHTS COMPLIANCE:**

A. If GRANTEE has 20 or more employees and receives \$20,000 in annual contracts with GRANTOR, the GRANTEE shall submit to GRANTOR 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. GRANTEE shall also file an Affirmative Action (AA) Plan with GRANTOR in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. GRANTEE 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 GRANTOR. 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. GRANTEES who have less than twenty employees, but who receive more than \$20,000 from the GRANTOR 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 set forth herein below. If GRANTEE submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by GRANTOR, a verification of acceptance by the State of GRANTEE's Plan is sufficient.

B. GRANTEE agrees to comply with the GRANTOR's civil rights compliance policies and procedures. GRANTEE agrees to comply with civil rights monitoring reviews performed by the GRANTOR, including the examination of records and relevant files maintained by the GRANTEE. GRANTEE agrees to furnish all information and reports required by the GRANTOR as they relate to affirmative action and non-discrimination. GRANTEE further agrees to cooperate with GRANTOR in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. GRANTEE shall post the Equal Opportunity Policy, the name of GRANTEE'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 GRANTOR's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. GRANTEE shall supply to GRANTOR's Contract Compliance Officer 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. GRANTEE shall provide copies of all announcements of new employment opportunities to GRANTOR's Contract Compliance Officer when such announcements are issued.

E. If GRANTEE is a government entity having its own compliance plan, GRANTEE'S plan shall govern GRANTEE's activities.

## **XII. MISCELLANEOUS:**

### **A. Registered Agent:**

GRANTEE warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of GRANTEE's registered agent is readily available and current. GRANTEE shall notify GRANTOR immediately, in writing, of any change in its registered agent, his or her address, and GRANTEE's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

### **B. Controlling Law and Venue:**

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.

### **C. 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 of either of the parties.

### **D. 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.

### **E. 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.

### **F. Execution:**

This Agreement has no effect until signed by both parties. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by GRANTEE. GRANTEE shall ensure that only authorized persons may affix electronic signatures to this

Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

**G. Copies Valid:**

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

**IN WITNESS WHEREOF**, GRANTOR and GRANTEE, 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.

**FOR GRANTEE:**

*Kathryne Auelback*  
Kathryne Auelback, Chief Executive Officer

7/10/23  
Date

*Vivian Rayam*  
Vivien Rayam, Homeownership and Housing Counseling Director

7/10/23  
Date

\* \* \*

**FOR GRANTOR:**

\_\_\_\_\_  
Joseph T. Parisi, Dane County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, Dane County Clerk

\_\_\_\_\_  
Date

## EXHIBIT A SCOPE OF WORK

**1) Scope of Work:**

- a) **HCRI Activities:** Eligible HCRI Activities are homebuyer and/or foreclosure prevention projects.
  - i) *Homebuyer activities include:* down payment, closing cost assistance, mortgage insurance payment for one year, property insurance payment for one year, utility fee/deposit, and fees associated with purchase in a limited-equity housing cooperative.
- b) **Service Area:** Grantee’s service area for eligible activities described in this attachment is: **Dane County Urban County Consortium**
- c) **Capacity Building:** Permitted Capacity Building activities are limited to staff training, materials/translation services and office equipment.

**2) Project Timetable:** The Grantee will complete the project according to the following schedule:

<u>On or before</u>	<u>Activity</u>
07/30/23	Execute contract agreement Establish record keeping system
10/15/23	Submit Quarterly Activity Report for 7/1/23 – 9/30/23
01/15/24	Submit Quarterly Activity Report for 10/01/23 – 12/31/23
04/15/24	Submit Quarterly Activity Report for 1/01/24 – 3/31/24
07/15/24	Submit Quarterly Activity Report for 4/01/24 – 6/30/24 <b>Fifty percent (50%) of HCRI contract award completed</b>
10/15/24	Submit Quarterly Activity Report for 7/1/24 – 9/30/24
01/15/25	Submit Quarterly Activity Report for 10/01/24 – 12/31/24 <b>Seventy-five percent (75%) of HCRI contract award completed</b>
04/15/25	Submit Quarterly Activity Report for 1/01/25 – 3/31/25
07/15/25	Submit Quarterly Activity Report for 4/01/25 – 6/30/25 <b>Ninety (90%) of HCRI contract award completed</b>
09/15/25	Complete all housing activities
11/15/25	Submit Quarterly Activity Report for 7/01/25 – 9/30/25 Submit all Payment Requests and Contract Closeout Report

**EXHIBIT B  
PAYMENT TERMS**

<b>Activity</b>	<b>Award Amount</b>
Housing Assistance	\$42,500.00
Administration	\$3,750.00
Capacity Building	\$0.00
<b>Total</b>	<b>\$46,250.00</b>

**Capacity Building Match:** Grantee's eligible match for capacity building shall be **\$0**.

The Method of Payment is as follows:

**HCRI ACTIVITY FUNDS**

Project activity funds are to be set up and disbursed through Dane County pursuant to the budget described in the EXHIBITS of this contract and according to the procedures in the HCRI program manual.

**The Grantee shall request funds through Dane County. All Requests for Payments (invoices) must be submitted to the CDBG/HOME Program Specialist for processing.**

Dane County is not responsible for Grantee's disbursement of funds to beneficiaries, sub-Grantees and/or other creditors.

HCRI funds will be requested on a reimbursement basis.

HCRI administration funds shall be drawn in proportion to housing project dollars committed. No less than 10% of program administration funds will be held until submission of the final Quarterly Report.

## **EXHIBIT C REPORTS**

The Grantee agrees to follow the reporting procedures of the Department as specified in the most recently published State of Wisconsin HCRI program manual, and any subsequent revisions including but not limited to:

### **QUARTERLY REPORTS:**

The Grantee shall prepare and submit *QUARTERLY ACTIVITY REPORT* in the format provided by Dane County and at intervals described in the EXHIBITS of this contract. Reports are due 15 calendar days following the end of each contract quarter.

### **FINAL CONTRACT REPORT:**

A HCRI Contract Certificate of Completion Report must be submitted no later than 60 days after the end of the Period of Performance defined in ATTACHMENTS of this contract.

### **ADDITIONAL REPORTS AND INFORMATION:**

Dane County reserves the right to amend and require additional information or reports as needed.

## **EXHIBIT D PROGRAM RULES/SPECIAL CONDITIONS**

In the event of conflict between the application and/or other supporting documents previously submitted to Dane County by the Grantee, and these Program Rules, these Program Rules shall take precedent.

The Grantee shall comply with the Program Rules/Special Conditions as follows:

1. The Grantee agrees to follow policies and procedures of the Department including but not limited to the most recently published State of Wisconsin HCRI Program Manual and Chapters Adm 88 and Adm 89 of the Wisconsin Administrative Code.
2. The Grantee understands Dane County has discretion to establish and revise the policies and procedures necessary to administer the HCRI program.
3. The amount of assistance allocated to each household will be based at least in part on the income of the household as well as its actual housing costs. This is to assure that households having greater needs will receive more assistance.
4. To be an eligible administrative expense, all purchase of office equipment valued more than \$2,000 must be approved in writing by Dane County prior to the purchase.
5. Models of all program policies, mortgages, and other documents utilized when providing HCRI-supported housing assistance payments must be reviewed by Dane County prior to their utilization.
6. The dwelling units of households receiving assistance will be inspected to assure basic health and safety conditions prior to providing assistance.
7. Program income means gross income received by the Grantee which is directly generated from the use of grant amounts, including but not limited to repayments of funds that had been previously provided to eligible households; interest earned on program funds obtained from the state after initial disbursement, interest earned on program income pending its disposition.
8. All income yielded from the projects outlined in this contract, including income which may be received following grant closeout, will be tracked separately. Program income more than \$50,000 must be expended in conjunction with current grant funds. Movin' Out may use up to 7.5% of the program income for administrative purposes.
9. Should the Grantee decide, following grant closeout, to discontinue utilizing its program income, it further agrees to return the balance, and any future loan repayments, including interest thereon, to Dane County by January 31 of the year following its receipt.
10. Monitoring: The Grantee will be monitored at least once during the performance period of the contract. Grantees may be monitored on-site at the grantee's office or the grantee will be asked to submit their files to Dane County for a desk monitoring session.