

# 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>	State of Wisconsin - Department of Administration	<b>MUNIS #</b>	3839
<b>Brief Contract Title/Description</b>	Housing Cost Reduction Initiative Program Grant Agreement		
<b>Contract Term</b>	7/1/2023 - 9/30/2025		
<b>Contract Amount</b>	\$ 50,000.00		

<b>Contract #</b> Admin will assign	15180
<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>	Susan Brown, Division Administrator
<b>Phone #</b>	608-242-6391	<b>Phone #</b>	608-266-2035
<b>Email</b>	dcdhscontracts@countyofdane.com	<b>Email</b>	Susan.Brown@wisconsin.gov
<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>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Year</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

<b>Budget Amendment</b>	
<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.		

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

<b>APPROVAL</b>	
<b>Dept. Head / Authorized Designee</b>	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2023.08.01 16:20:27 -05'00'

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

<b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b>			
<b>DOA:</b>	<b>Date In:</b> 8/1/23	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Wednesday, August 2, 2023 2:40 PM  
**To:** Hicklin, Charles; Rogan, Megan; Lowndes, Daniel  
**Cc:** Oby, Joe  
**Subject:** Contract #15180  
**Attachments:** 15180.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 8/2/2023 3:35 PM	Approve: 8/2/2023 3:35 PM
	Rogan, Megan	Read: 8/2/2023 2:43 PM	Approve: 8/2/2023 2:43 PM
	Lowndes, Daniel	Read: 8/2/2023 3:13 PM	Approve: 8/2/2023 3:13 PM
	Oby, Joe		

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

Contract #15180  
Department: Human Services  
Vendor: State of Wisconsin  
Contract Description: Accepting Housing Cost Reduction Initiative Program Grant Funds (Res 111)  
Contract Term: 7/1/23 – 9/30/25  
Contract Amount: \$50,000.00

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

**AGREEMENT  
BETWEEN  
THE STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
AND  
COUNTY OF DANE**

**15180**

**THIS SUBAWARD AGREEMENT** is made and entered into for the period of **07/01/2023 through 09/30/2025** (“Performance Period”), by and between the Department of Administration (“Department”), State of Wisconsin (“State”), whose principal business address is 101 East Wilson Street, P.O. Box 7970, Madison, WI 53707-7970 and **County of Dane** ("Grantee"), whose service address is **210 Martin Luther King Jr., Blvd. Rm 421, Madison, WI 53703-3345**.

**WHEREAS**, on behalf of the State, the Department administers the Housing Cost Reduction Initiative (HCRI) Program ("Program"), to provide funds for eligible activities; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the State has approved a sub-award to the Grantee in the amount of **\$50,000** for eligible activities herein described (“Project”); and

**WHEREAS**, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the Department and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 41 and Attachment A – F which are annexed and made a part hereof.

- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C - Source of Funds
- Attachment D – Method of Payment
- Attachment E – Reporting Requirements
- Attachment F – Program Rules

**IN WITNESS WHEREOF**, the Department and Grantee have executed this Agreement as of the date this Agreement is signed by the Department.

**COUNTY OF DANE**

**DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENERGY, HOUSING &  
COMMUNITY RESOURCES**

**BY:** \_\_\_\_\_  
**Joe Parisi**

**BY:** \_\_\_\_\_  
**Susan Brown**

**TITLE:** Dane County Executive

**TITLE:** Division Administrator

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**UEI #: M7DYJMKQ9MH7**

## GENERAL TERMS AND CONDITIONS

### ARTICLE 1. AGREEMENT ADMINISTRATION

The Department employee responsible for the administration of this Agreement shall be the **Division Administrator** or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be the **Dane County Executive**, who shall represent the Grantee's interest regarding Agreement performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

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

### ARTICLE 2. CONDITIONS OF THE PARTIES' OBLIGATION

This Agreement is contingent upon authorization of Wisconsin and United States laws, and any material amendment to, or repeal of same affecting relevant authority of the State of Wisconsin in regard to Program shall serve to revise or terminate this Agreement, except as further agreed by the parties hereto. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.

The Grantee shall notify the Department in writing within ten (10) days of change in the Grantee's address. All notices, demands or requests under this Agreement shall be in writing.

### ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all applicable federal and state laws, published circulars, ordinances, federal and state administrative regulations, guidance, and findings that are in effect during the Performance Period of this Agreement and which in any manner affect the Grantee's work or conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State it being understood that in such matters the Department acts as an agent and representative of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or sub recipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and sub recipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

Grantee assumes full responsibility and holds the Department harmless for any and all payments made or any other actions taken by the Department in reliance upon the above representation. Further, Grantee agrees to indemnify the Department against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the Department resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense, including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

#### **ARTICLE 4. SCOPE OF WORK**

The eligible activities under this Agreement are summarized in the Attachments. In the event of a conflict between the summary in Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachments shall control.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget. Changes to the Scope of Work shall be by written agreement of both the Department and the Grantee.

#### **ARTICLE 5. SUBLET OR ASSIGNMENT OF AGREEMENT**

The Grantee, its agents, or sub recipients shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Department. The Department reserves the right to reject any sub recipient after notification. The Grantee shall provide the Department with a copy of any executed subcontract or accepted sub recipient bid for the purpose of administering this Agreement that relates to activities funded and exceeds the total grant amount in the Attachment. The Grantee shall be responsible for all matters involving any sub recipient engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a sub recipient. The State bears no responsibility for sub recipient compliance, performance, or dispute resolution hereunder.

#### **ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, 101 East Wilson Street, Room 127, Madison, WI 53707.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

#### **ARTICLE 7. CONFLICT OF INTEREST**

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

**ARTICLE 8. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS**

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, Division of Enterprise Operations, P.O. Box 7857, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

**ARTICLE 9. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business, local business, woman-owned and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

**ARTICLE 10. TERMINATION OF AGREEMENT**

The Department reserves the right to terminate this Agreement in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

Notwithstanding and in addition to the right to terminate the Agreement for cause described above, the Department may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the State. However, in the event that the project is ineligible for funding under applicable federal rules, the State shall have no liability to the grantee whatsoever.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

**ARTICLE 11. FAILURE TO PERFORM**

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

**ARTICLE 12. PUBLICATIONS AND SOFTWARE DEVELOPMENT**

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) The following notation shall be carried on all articles, reports, publications, or other documents resulting from this Agreement.

*"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Division of Energy, Housing & Community Resources under the terms and conditions of this Agreement."*

**ARTICLE 13. AMENDMENT**

Except as provided in this Article, this Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

Upon written request of the grantee and at the sole discretion of the Division, an adjustment to the use of funds may be interchanged among eligible grant budget items without execution of an amendment; however, the total grant award amount shall not be exceeded. No other terms or conditions of the Agreement may be adjusted absent an Amendment, and all other terms and condition shall remain the same and in full effect if an adjustment is made.

**ARTICLE 14. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

**ARTICLE 15. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.



**ARTICLE 16. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts, or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

**ARTICLE 17. CHOICE OF LAW AND VENUE**

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

**ARTICLE 18. STANDARDS OF PERFORMANCE**

The Grantee shall perform the Project and activities as set forth in the application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

**ARTICLE 19. EXTRA WORK**

If applicable, and if the Department desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement, such work shall be considered extra work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the Department and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the Department.

Any such continuance of service that would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Wisconsin Legislature or the receipt of funds from the federal government.

**ARTICLE 20. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

**FISCAL TERMS AND CONDITIONS****ARTICLE 21. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the federal government for the services covered under this Agreement.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds or receipt of funds from the federal government. The Department reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds by the Legislature or federal government.

**ARTICLE 22. ALLOWABLE COSTS**

The Omni Circular Subpart E shall be complied with by the Grantee with respect to specific items and their cost allowability.

**ARTICLE 23. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

**ARTICLE 24. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the Department. The word "funds" as used in this Article does not include Program Income.

**ARTICLE 25. FINANCIAL MANAGEMENT**

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in the Attachments and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

The minimum acceptable financial records for the Project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the Project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to Project funds.

**ARTICLE 26. METHOD OF PAYMENT**

Payments are to be used exclusively for eligible costs incurred during the Performance Period of this Agreement. The Department shall make payment to the Grantee upon receipt of an eligible invoice submitted to the following email or address: **DOADEHCRFiscal@wisconsin.gov**

**Department of Administration  
Division of Energy, Housing & Community Resources  
Attn: Fiscal  
P. O. Box 7970  
Madison, WI 53707-7970**

Invoices shall reflect eligible costs incurred by approved Budget line item, as identified in the Attachment. Invoices shall be accompanied by written documentation of eligible costs.

**Final Payment/Close-Out**

Requests for final payment of any and all funds awarded by this Agreement shall be received by the Department **within 60 days from the end of the Performance Period or upon termination of this Agreement** unless otherwise specifically provided for in the Attachments. The State of Wisconsin is not responsible for payment of any request received outside of the aforementioned time frame, unless a valid amendment of this contract is executed.

**ARTICLE 27. LIMITATION ON COSTS**

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed the total amount for eligible costs, as identified in the Attachment. Changes to this Agreement that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

**ARTICLE 28. ELIGIBLE COSTS**

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the Department.
2. Costs only as identified in the Attachments are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the Department.

**ADMINISTRATIVE TERMS AND CONDITIONS**

**ARTICLE 29. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

**Federal Funded Awards:**

**Governmental and Non-profit Grantees**, or their assignees, that **expend** federal funds during their fiscal year shall comply with the Omni Circular Subpart F, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

**State Funded Awards:**

***NOTE:** If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.*

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

### **ARTICLE 30. RECORDS AND REPORTS**

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

### **ARTICLE 31. BONDING AND INSURANCE**

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

### **ARTICLE 32. EXAMINATION OF RECORDS**

The Department, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

## **SPECIAL TERMS AND CONDITIONS**

### **ARTICLE 33. COMPETITIVE PROCUREMENT PRACTICES**

The Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

### **ARTICLE 34. REASONABLE COSTS**

The Grantee shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

### **ARTICLE 35. AUDITS**

Grantee shall perform an "Agreed upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the Department and the Auditor and shall extend beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

**ARTICLE 36. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information (“Confidential Information”) for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Grantee shall require all such Representatives to read and sign a non-disclosure statement, and shall be responsible for the breach of this Agreement by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

**Definitions**

“Confidential Information” means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

“Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**ARTICLE 37. LOBBYING**

Program funds may not be used to influence federal contracting or financial transactions.

**ARTICLE 38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding the Grantee’s applications for these funds been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding the Grantee's applications for these funds had one or more public transactions (federal, state, or local) terminated for cause or default.

**ARTICLE 39. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by the Attachments. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

**ARTICLE 40. PATENT INFRINGEMENT**

If the Grantee is selling or providing for use articles to the State of Wisconsin, the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, the Grantee guarantees that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees to pay all costs, damages, and profits recoverable in any such suit.

**ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE**

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registrations and/or exhibit/booth space, if requested.

**ATTACHMENT A****SCOPE OF WORK**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement shall take precedence.

**A. Scope of Work:**

1. **HCRI Activities:** Eligible HCRI Activities are homebuyer and/or foreclosure prevention projects.
  - *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.
  - *Foreclosure Prevention Activities:* Payment on behalf of homeowner to cover mortgage, and property tax, principal, interest and/or arrearages. Eligible homeowners must:
    - receive budget and credit counseling (Counseling must be provided by counselors that have been trained through NeighborWorks® America; any other training program must be approved by the HCRI Program Administrator.);
    - have ability to pay forward; and
    - have work out plan or loan modification in place at time of foreclosure.
2. **Service Area:** Grantee's service area for eligible activities described in this attachment is: **Dane County.**
3. **Capacity Building:** Permitted Capacity Building activities are limited to staff training, materials/translation services and office equipment.

**B. 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
10/30/23	Submit Quarterly Activity Report for 7/1/23 – 9/30/23
01/30/24	Submit Quarterly Activity Report for 10/01/23 – 12/31/23
04/30/24	Submit Quarterly Activity Report for 1/01/24 – 3/31/24
07/30/24	Submit Quarterly Activity Report for 4/01/24 – 6/30/24 <b>Fifty percent (50%) of HCRI contract award completed</b>
10/30/24	Submit Quarterly Activity Report for 7/1/24 – 9/30/24
01/30/25	Submit Quarterly Activity Report for 10/01/24 – 12/31/24 <b>Seventy-five percent (75%) of HCRI contract award completed</b>
04/30/ 25	Submit Quarterly Activity Report for 1/01/25 – 3/31/25
07/30/25	Submit Quarterly Activity Report for 4/01/25 – 6/30/25

**Ninety (90%) of HCRI contract award completed**

09/30/25

Complete all housing activities

12/01/25

Submit Quarterly Activity Report for 7/01/25 – 9/30/25  
Submit all Payment Requests and Contract Closeout Report



**ATTACHMENT B****BUDGET**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement, shall take precedence.

<b>Activity</b>	<b>Award Amount</b>
<b>Housing Assistance</b>	<b>\$42,500</b>
<b>Administration</b>	<b>\$7,500</b>
<b>Capacity Building</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$50,000</b>

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

**ATTACHMENT C**

**SOURCE OF FUNDS**

**Program Name:** The State of Wisconsin, through 1989 Act 31 as amended, has established the Housing Cost Grants and Loans Program under s. 16.303 and Adm. 88 & 89 as administered by the Department of Administration, Division of Energy Housing and Community Resources subject to certain conditions.

**State Grant Identification number** for the Housing Assistance Program is 505.703A.

Total Amount of the State Funding: \$2,600,000

Total Amount of Funds Obligated by the award: (See Budget Amount)

**Funding Source:**

State funds awarded under this Agreement have been encumbered and are subject to continued availability of funding from Wisconsin Legislature as referenced in Wisconsin Statute section 16.303 *et seq.*, and as amended.

**The contact information for the pass-thru agency official is:**

Susan Brown, Division Administrator

Department of Administration  
Division of Energy, Housing & Community Resources  
101 E. Wilson Street  
Madison, WI 53707

Phone: 608-266-2035  
Susan.Brown@wisconsin.gov

**ATTACHMENT D**

**METHOD OF PAYMENT**

The Method of Payment is as follows:

**HCRI ACTIVITY FUNDS**

Project activity funds are to be set up and disbursed through the Department pursuant to the budget described in the ATTACHMENTS of this contract and according to the procedures in the Department's HCRI program manual.

**The Grantee shall request funds through the Department. All Requests for Payments (invoices) must be submitted to the Division of Energy, Housing, and Community Resources Fiscal team for processing via [DOADEHCRFiscal@wisconsin.gov](mailto:DOADEHCRFiscal@wisconsin.gov).**

**Requests should also be copied to the HCRI Program Manager at [DOADOHHHRHCRI@wisconsin.gov](mailto:DOADOHHHRHCRI@wisconsin.gov).**

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

HCRI funds may not be requested more than ninety days prior to the time of an eligible expenditure. Grantees may also elect to operate 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.

**ATTACHMENT E**

**REPORTING REQUIREMENTS**

The Grantee agrees to follow the reporting procedures of the Department as specified in the most recently published Division 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 the Department and at intervals described in the ATTACHMENTS of this contract. Reports are due 30 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:**

The Department reserves the right to amend and require additional information or reports as needed.

**ATTACHMENT F****PROGRAM RULES/SPECIAL CONDITIONS**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department 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 Department HCRI Program Manual and Chapters Adm 88 and Adm 89 of the Wisconsin Administrative Code.
2. The Grantee understands the Department 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. The Grantee must provide the Department with a copy of any executed contract for administrative services which exceeds \$2,000 and which relates to project activities funded by the HCRI program.
5. To be an eligible administrative expense, all purchase of office equipment valued more than \$2,000 must be approved in writing by the Department prior to the purchase.
6. Models of all program policies, assistance contracts, mortgages, and other documents utilized when providing HCRI-supported housing assistance payments must be reviewed by the Department prior to their utilization.
7. The dwelling units of households receiving assistance will be inspected to assure basic health and safety conditions prior to providing assistance.
8. 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.
9. 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. Up to 15% of the program income may be used for administrative purposes.
10. 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 the Department by January 31 of the year following its receipt.
11. 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 the Department of Administration for a desk monitoring session.