

Dane County Contract Cover Sheet

Revised 06/2021

Res 390
Significant

BAF # 22032
Acct: DRS
Mgr: BECKER
Budget Y/N: N

Dept./Division	Human Services /HAA		
Vendor Name	Village of Mazomanie	MUNIS #	5049
Brief Contract Title/Description	CDBG Contract - Mazomanie Flood Mitigation Project		
Contract Term	1/1/2021 - 12/31/2022		
Contract Amount	\$ 100,000.00		

Contract # Admin will assign	14662
Type of Contract	
<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 type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	Gary Harrop, Village President
Phone #	608-242-6391	Phone #	608-795-2100
Email	dcdhscontracts@countyofdane.com	Email	gharrop@villageofmazomanie.com
Purchasing Officer			

Purchasing Authority	<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)	RFB/RFP #
	<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	

MUNIS Req.	Req # 1236	Org: CDCDBG	Obj: 33300	Proj:	\$ 100,000.00
	Year 2022	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	390
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<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
Dept. Head / Authorized Designee
<i>Shawn Tessman</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/2/22	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Hicklin, Charles
Sent: Friday, March 4, 2022 1:25 PM
To: Goldade, Michelle
Subject: Approve: Contract #14662

Goldade, Michelle

From: Lowndes, Daniel
Sent: Friday, March 4, 2022 11:31 AM
To: Goldade, Michelle
Subject: Approve: Contract #14662

Goldade, Michelle

From: Rogan, Megan
Sent: Friday, March 4, 2022 11:23 AM
To: Goldade, Michelle
Subject: Approve: Contract #14662

Goldade, Michelle

From: Gault, David
Sent: Friday, March 4, 2022 11:22 AM
To: Goldade, Michelle
Subject: Approve: Contract #14662

1 **2021 RES-390**

2
3 **AUTHORIZING SUBMISSION OF SUBSTANTIAL AMENDMENT OF THE 2021 ACTION**
4 **PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**
5

6 Dane County is an Entitlement Community under two U.S. Department of Housing and Urban
7 Development (HUD) grant programs: the Community Development Block Grant (CDBG) and the
8 Home Investment Partnerships (HOME). CDBG funds are intended to develop viable urban
9 communities by providing decent housing and a suitable living environment, and by expanding
10 economic opportunities, principally for low-and-moderate income persons. The intent of the
11 HOME Program is to expand the supply of decent, safe, sanitary and affordable housing, with
12 primary attention to rental housing for very low-income and low-income families.

13 This Substantial Amendment is required by the County's Citizen Participation Plan in light of
14 changes to projects previously presented. It recognizes and allocates unexpended funds from
15 prior year contracts and program income. It also accounts for slight changes in the 2021 CDBG
16 and HOME formula allocations and applies the methodology previously approved by the
17 governing bodies to those revisions.

18 The Substantial Amendment amends the 2021 Action Plan, passed by the County Board in
19 November, 2020 and submitted to HUD to fund and include the following projects:

Recipient	Project Description	CDBG	HOME
Village of Mazomanie	Flood mitigation	\$ 100,000	

20 Dane County sets aside a portion of its annual CDBG entitlement allocation for urgent need
21 projects and responses to natural disasters. The Village of Mazomanie applied for CDBG urgent
22 need funds in 2020 to assist with a flood mitigation project to acquire and clear a property at 118
23 Curtis Street that was substantially damaged by the 2018 flood events and that displaced a low-
24 to-moderate income family of five. The project qualifies under HUD's Slum and Blight National
25 Objective. The requested funds will be used by the Village to acquire and clear the blighted
26 property, and convert it into a drainage system to prevent future flooding events from occurring.
27 FEMA Hazard Mitigation funds were available for other aspects of the Village's flood mitigation
28 efforts; however, could not be used at the 118 Curtis Street property because it did not lie within
29 the designated floodplain at the time of the flooding events. The CDBG Commission approved
30 the \$100,000 funding request at the May 5, 2020 CDBG Commission meeting.

31 NOW, THEREFORE, BE IT RESOLVED that the County Executive is authorized to submit the
32 above referenced Substantial Amendment to the 2021 Action Plan, as well as, any amendments
33 and additional documentation to HUD relating to the 2021 Program Year CDBG and HOME
34 grants;

35 BE IT FURTHER RESOLVED that the Dane County Executive and Dane County Clerk are hereby
36 authorized and directed to sign the appropriate contracts on behalf of Dane County; and,

37 BE IT FINALLY RESOLVED that the Dane County Controller is authorized to issue checks
38 necessary to implement the 2021 CDBG and HOME programs.

COUNTY OF DANE
Community Development Block Grant (CDBG) Agreement

Project Name:	Mazomanie Flood Mitigation Project
CDBG Block Grant Number:	B-21-UC-55-0003
Grantee:	County of Dane
Subrecipient:	Village of Mazomanie
Subrecipient's Address:	133 Crescent Street Mazomanie, WI 53560
DUNS:	082809237
CFDA:	14.218
Agreement No.	14662
Agreement Begin Date:	January 1, 2021
Agreement Expiration Date:	December 31, 2022
Authority: RES.	320, 2016 – 297, 2018 - 2021 Res TBD
Maximum Cost:	\$100,000.00
Purchase Order No:	
Number of Pages:	30
Corporation Counsel Approval:	
IDIS Activity Number	

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "County"), whose address is 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI., 53713 and Village of Mazomanie. (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 it is the intent of this Agreement that all services performed pursuant to this Agreement will be performed only in those municipalities that are participating in the Urban County Consortium, SUBRECIPIENT being either one such participating municipality or a nonprofit organization providing services in a participating municipality; and

WHEREAS SUBRECIPIENT has heretofore agreed with COUNTY to participate with COUNTY in an application for CDBG funds to carry out the Housing and Community Development goals identified in the HUD-approved Dane County Consolidated Plan, 2020 - 2024; and

WHEREAS COUNTY has considered and approved the application of SUBRECIPIENT and hereby agrees to distribute a portion of the total CDBG funds allotted to COUNTY, based upon COUNTY and participating municipalities' population, with a portion distributed to SUBRECIPIENT being an amount and upon the conditions provided herein; and

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 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.

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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.

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 24 CFR §85.36.
- 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 or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- 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 (24 CFR parts 84 and 88).
- 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 24 CFR §§ 84.42, 85.36 and 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 24 CFR § 85.36 and 24 CFR § 84.42, respectively, shall apply.
- D. In all cases not governed by 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) and its regulations at 49 CFR Part 24; 24 CFR § 570.606; 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; 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.

22. CLOSEOUT

The SUBRECIPIENT's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the 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.

23. 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.

24. 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.

25. LEAD-BASED PAINT

SUBRECIPIENT will comply with the provisions of the Lead-Based Poisoning Prevention Act 42 USC §§ 3535(d), 4821 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. 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.

26. 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 contacts with children, 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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 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 four years.

Unless SUBRECIPIENT is a governmental entity, it shall comply with 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 four 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.

32. 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.

33. 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 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.

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

If the maximum cost of this Agreement exceeds \$200,000 and the services purchased hereby are for housing rehabilitation, housing construction, or other public construction, such as the construction of homeless shelters and transitional living quarters, 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 135 ("Part 135"). Section 3 and Part 135 require recipients of over \$200,000 in HUD assistance, and their contractors and subcontractors that receive more than \$100,000 in HUD assistance, to make an effort to recruit low-income people for job openings and recruit businesses that provide economic assistance to low-income people.

- A. SUBRECIPIENT certifies that they are under no contractual or other impediment which would prevent them from complying with the Part 135 regulations.
- B. SUBRECIPIENT shall comply with the following Section 3 requirements and include the following clauses in every contract or subcontract in excess of \$100,000 for work performed in connection with this Agreement:
 1. 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. 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 low and very low-income persons, particularly those who are recipients of government housing assistance and to businesses that provide economic assistance to low and very low income persons.
 2. SUBRECIPIENT and its contractors (subcontractors) agree to comply with HUD's regulations found at 24 CFR Part 135, which implements 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 regulations set forth in Part 135.
 3. 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.
 4. SUBRECIPIENT and its contractors (subcontractors) agree to take appropriate action, as required by Section 3 and Part 135, upon a finding that any of its contractors (subcontractors) is in violation of Section 3 or Part 135. 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 135 regulations.
 5. 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 Part 135 require employment opportunities to be directed, were not filled to circumvent the parties obligations under Part 135.
 6. SUBRECIPIENT and its contractors (subcontractors) acknowledge that non-compliance with the regulations set forth in Part 135 may result in sanctions, termination of this Agreement and/or the SUBRECIPIENT'S contract (subcontract) for default, and debarment from future HUD-assisted contracts.

35. 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 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 24 CFR § 85.44.
- C. 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.
- D. 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.
- E. In the event of cancellation or reduction of State, Federal, or County funding upon which COUNTY relies to fulfill its obligations under this Agreement, SUBRECIPIENT agrees and understands that COUNTY may take any of the following actions:
 - 1. COUNTY may terminate this Agreement, upon thirty (30) days written notice.
 - 2. COUNTY may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
 - 3. COUNTY may reduce funding to SUBRECIPIENT upon thirty (30) days written notice. If COUNTY opts to reduce funding under this provision, COUNTY may, after consultation between SUBRECIPIENT and COUNTY's contract manager or designee, specify the manner in which SUBRECIPIENT accomplishes said reduction, including, but not limited to, directing SUBRECIPIENT to reduce expenditures on designated goods, services, and/or costs.

36. 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 changed 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.

37. 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 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.

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SECTION C (Financial Terms)

38. ADMINISTRATIVE COSTS

Administrative Cost. Administrative costs are allowed only consistent with Schedule A, infra, 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.

39. 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 OMB Circular A-133, 'Audits of Institutions of Higher Education and Other Non-Profit Institutions.'
- C. SUBRECIPIENTS that expend \$500,000 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 and OMB Circular A-133 as referenced at 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 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.

40. BOND

SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §§ 84.31 and 84.48.

41. 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,' OMB Circular A-128 'Audits of State and Local Governments' implemented at 24 CFR Part 44, and the applicable portions of 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,' 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) or the related CDBG provision specified in 24 CFR § 570.502.

42. 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.

43. 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 scheduled 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.

44. PROCUREMENT STANDARDS

- A. SUBRECIPIENT will comply with the procurement standards under 24 CFR § 85.36 for governmental subrecipients and 24 CFR §§ 84.40 - 84.48 for subrecipients that are non-profit organizations 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.

45. 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.

46. PURCHASED EQUIPMENT

Where applicable, the State of Wisconsin's Allowable Cost Policy Manual requires that any asset with an acquisition cost in excess of \$5000 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.

SECTION D (Recordkeeping and Reports)

47. 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. 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 State, or of other authorized governmental agencies have the right of access to any pertinent records of SUBRECIPIENT to make audits, examinations, excerpts, and transcripts.

48. 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 on the 15th of the month following the end of the quarter.
- 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 quarterly program beneficiary/participant reports in a format provided by COUNTY. Reports are due on the 15th of the month following the end of the quarter.
- 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 quarterly basis and is due no later than the 25th of the month following the end of the quarter. COUNTY may require reports more frequently upon thirty (30) day 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 April 30 and October 31 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. SUBRECIPIENT understands and acknowledges that all reporting requirements survive the expiration date of this Agreement.
- N. SUBRECIPIENT agrees to assist COUNTY in meeting any other reporting requirements that may arise during the term of this Agreement.
- O. **Overpayment.** Any overpayment due COUNTY shall be paid within ten (10) working days of notification.

The remainder of this page is blank.

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

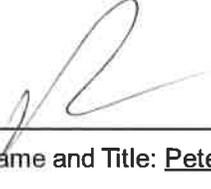
BY:



Print Name and Title: Gary Harrop, Village President

2/25/22

Date



Print Name and Title: Peter Huebner, Village Administrator

2/23/22

Date

DANE COUNTY

BY:

Joe Parisi, Dane County Executive

Date

Scott McDonell, Dane County Clerk

Date

Schedule A: CDBG – Mazomanie Flood Mitigation Project (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 570.208(b)(1)(d)(1) – Prevention or elimination of slums or blight.

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 following national objective: Low-Moderate Income Limited Clientele Benefit - The public facility will be used for an activity designed to benefit a particular group of persons at least 51% of whom are low-and-moderate income persons.

DESCRIPTION OF SERVICES

The Black Earth Creek rose to record levels in August 2018 resulting in damage to homes and public property. The provider will use CDBG to assist with the property acquisition of 118 Curtiss Street. Other costs relating to the purchase, relocation or demolition/site restoration will be paid with matching funds from the DNR.

The SUBRECIPIENT certifies that the activity(ies) carried out under this Agreement will meet the national objective of benefitting low-and-moderate income persons.

LOCATION/TARGET AREA OF SERVICES

The project will take place at the Village of Mazomanie, WI 53560. Property location 118 Curtiss Street - Mazomanie.

TIME OF PERFORMANCE

Services provided under this Agreement shall be provided within the following time limits: January 1, 2021 - December 31, 2022.

PROJECT SCHEDULE/MILESTONES

Key Events	Date to be Completed
• January 30, 2021	Appraisal complete
• November 15, 2021	Offer to Purchase presented to owner
• May 1, 2022	Acquisition of property completed
• June 1, 2022	Property inspected - asbestos & any abatement
• September 30, 2022	Demolition/site clearance completed

PERFORMANCE INDICATOR(S)

The following levels of service will be provided:

Indicator	Annual Goal
Number of people assisted.	
Of those, number of people with new access to service.	1
Of those, number of persons with improved access to a service.	

Dane County will disburse the final 10% of the contract awarded funds at such time that the Village of Mazomanie can demonstrate completion of the performance indicators listed above as well as the demolition and site clearance is complete.

PERSONS TO BE SERVED

Target Population

- Low to moderate income persons/families outside of the city of Madison

Eligibility Guidelines

- Individuals and families living in the participating communities of the Dane County Urban Consortium
- Low to moderate income persons/families as described in CFR 570.506
- In order to be eligible for CDBG Prevention or elimination of slums or blight, the applicant must meet ALL of the following criteria: Activities meet the following criteria, in the absence of substantial evidence to the contrary, will be considered to aid in the prevention or elimination of slums or blight:
- *Activities to address slums or blight on an area basis.* An activity will be considered to address prevention or elimination of slums or blight in an area if;

Additional criteria.

Where the assisted activity is acquisition of real property, a preliminary determination of whether the activity addresses a national objective may be based on the planned use of the property after acquisition. A final determination shall be based on the actual use of the property, excluding any short-term, temporary use. Where the acquisition is for the purpose of clearance which will eliminate specific conditions of blight or physical decay, the clearance activity shall be considered the actual use of the property. However, any subsequent use or disposition of the cleared property shall be treated as a "change of use" under § 570.505

Income Documentation Required

- Income self-certification forms will be used to document income, family size, ethnicity and demographics of each participant.

Marketing of Program/Service

N/A

Referral/Application Process

N/A

Capacity/Waiting List

N/A

SERVICE METHODS

Services to be performed

- The proposed flood mitigation project will offer to acquire and clear from the floodplain seven residential properties which were substantially damaged by the flood event. One property will be assisted with CDBG dollars.

Service Hours/Days
N/A

Length of Service

- Planned completion of project September 30, 2022.

Procurement – MBE/WBE

- SUBRECIPIENT will comply with the procurement standards under 24 CFR 84.40-48 for subrecipients that are non-profit organizations including the requirements for bonding in procurement. SUBRECIPIENT will take affirmative steps to use small, minority-owned and women-owned businesses when possible. COUNTY'S Office of Equal Opportunity maintains a directory of MBE/WBE businesses at http://countyofdane.com/oeo/pdf/targeted_business_directory.pdf, which should be used as a reference source.

Fair Housing

- SUBRECIPIENT will display the HUD Equal Opportunity poster at its offices. This can be obtained by accessing the HUD website at <http://hud.gov/offices/ftheo/library>.

Section 3

SUBRECIPIENT will take steps to award any subcontracts funded under this activity to section 3 residents or section 3 business concerns. HUD defines section 3 residents as public housing residents or low-income persons living in a metropolitan area. Section 3 business concerns are business that can provide evidence that they meet one of the following:

- 51% or more owned by section 3 residents; or
- At least 30 percent of its fulltime employees include persons that are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
- Provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts that meet the qualifications in the above two bullets.

LEVERAGE

The provider has applied to WEM for FEMA Hazard Mitigation funds to assist with the acquisition of these properties. They anticipate these funds, if awarded, will assist with the majority of costs to acquire 6 of the 7 properties. The Village will apply to the DNR Municipal Flood Control Grant Program to assist with a portion of the 6 FEMA funded properties and to fund 50% of the 118 Curtiss Street property.

The CDBG funds are to assist with that portion of the 118 Curtiss Street project not funded with the DNR grant. The objective is to help this low/moderate income household to be made whole and afford a home in the community.

REPORTING REQUIREMENTS

SUBRECIPIENT will submit the listed reports following the execution of the contract:

- Beneficiary Data Report
- Income Self-certification Form
- Acquisition Documents
- Clearance Report with pictures
- Invoice Reports
- Any other applicable reports/documents as requested

**Schedule B
(Regular 2021 Budget)**

Line Item	Total Activity Budget	CDBG-Funded Activity Costs
A. Personnel		
Salaries		
Taxes		
Benefits		
Subtotal Personnel		
B. Capital Costs		
Acquisition Costs	\$175,000.00	\$100,000.00
Construction (including permits)		
Fees (architect, engineering, impact)		
Equipment (walk-in cooler/freezer)		
Equipment (nutrition center)		
Site Improvements - Demolition	\$ 25,000.00	
Loans to Businesses		
Subtotal Capital		
C. Operating		
Insurance		
Professional Fees (accountant)		
Audit		
Data Processing (software)		
Food Purchases		
Non-food (Essentials)		
Programming (Kids area, Garden)		
Teaching kitchen supplies		
Housekeeping supplies		
Postage, Office, and Admin Supplies		
Equipment/Furnishings		
Depreciation		
Telephone (Wi-Fi)		
Training/Conference		
Marketing		
Subtotal Operating		
D. Space		
Rent		
Utilities		
Maintenance & Dumpster		
Mortgage Interest, Depreciation		
Property Taxes		
Subtotal Space		
E. Special Costs		
Assistance to Individuals		
Subtotal Special Costs		
TOTAL	\$200,000.00	\$100,000

CDBG Allowable Activity Costs

Please Read and put an "X"

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 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).



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 pre-filled is incorrect, please cross it out and write in the correct information.

Name of Entity Receiving Award:	Village of Mazomanie
Amount of Award:	100,000.00
Transaction Type:	Formula Funds
Funding Agency:	Department of Housing and Urban Development
CFDA No.:	14.218 (CDBG)
Award Title:	Title I of the Housing and Community Development Act
DUNS Number:	082809237
DUNS 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:	Village of Mazomanie	Dane County
Zip Code:	53560	
Congressional District:		

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.

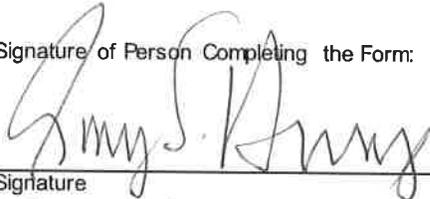
Yes	No	Questions to Determine if this Section is Applicable to your Organization:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	In the preceding fiscal year, did your organization receive 80% or more of its annual gross revenues in Federal awards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	In the preceding fiscal year, did your organization receive \$25,000,000 or more in annual gross revenues from Federal awards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.

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:



Signature

2/25/22

Date

Gary Herasp

Name (Typed or Printed)

Village President

Title

Please return this completed form to:

Dane County CDBG/HOME Programs
ATTN: FFATA
City-County Bldg., Room 421
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703