

# Dane County Contract Cover Sheet

Revised 01/2025

Res 341  
significant

BAF # 25069  
Acct: Seitz  
Mgr: Wuthrich  
Budget Y/N: N

<b>Dept./Division</b>	Human Services/Housing Access and Affordability		
<b>Vendor Name</b>	Dane County Housing Authority	<b>MUNIS #</b>	1827
<b>Brief Contract Title/Description</b>	Agreement related to between Dane County and Dane County Housing Authority related to landbanking funding		
<b>Contract Term</b>	Signature date - 12/31/2031		
<b>Contract Amount</b>	\$ 2,000,000.00		

<b>Contract #</b> Admin will assign	15737
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Spring Larson, Contract Coordination Assistant	<b>Name</b>	Karyn Knaak
<b>Phone #</b>	608-242-6391	<b>Phone #</b>	608-224-3636
<b>Email</b>	dcdhscontracts@danecounty.gov	<b>Email</b>	kknaak@dcha.net
<b>Purchasing Officer</b>			

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,001 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

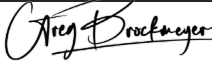
<b>MUNIS Req.</b>	<b>Req #</b> 1195	<b>Org:</b> HSCAPPRJ	<b>Obj:</b> 51078	<b>Proj:</b>	\$ 2,000,000.00
	<b>Year</b> 2025	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	<b>Res #</b>	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	<b>Year</b>	2024-341
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2025.02.18 16:08:45 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
	SHR 2.18.25

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
<b>DOA:</b>	<b>Date In:</b> 2/19/25 <b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Wednesday, February 19, 2025 3:36 PM  
**To:** Hicklin, Charles; Gault, David; Rogan, Megan  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15737  
**Attachments:** 15737.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 2/19/2025 3:49 PM	Approve: 2/19/2025 3:49 PM
	Gault, David	Read: 2/20/2025 10:30 AM	Approve: 2/20/2025 10:40 AM
	Rogan, Megan	Read: 2/20/2025 8:36 AM	Approve: 2/20/2025 8:36 AM
	Stavn, Stephanie	Read: 2/20/2025 8:48 AM	
	Oby, Joe		

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

Contract #15737

Department: Human Services

Vendor: Dane County Housing Authority

Contract Description: Grant for Habitat for Humanity for purchase of land or existing housing stock (Res 341)

Contract Term: 3/1/25 – 12/31/2031

Contract Amount: \$2,000,000.00

Thanks much,  
Michelle

*Michelle Goldade*

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

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

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**2024 RES-341**

**APPROVING AGREEMENT BETWEEN DANE COUNTY AND THE DANE COUNTY  
HOUSING AUTHORITY PURSUANT TO LANDBANKING FUNDING  
DCDHS – HAA DIVISION**

The 2024 Dane County capital budget allocated funding of \$2,000,000 to provide a grant to the Dane County Housing Authority (DCHA) to make funds available to Habitat for Humanity of Dane County (HFHDC) for the purchase of land or existing housing stock in need of rehabilitation to be used for the development of affordable owner-occupied housing.

HFHDC anticipates developing approximately 20 units of single-family housing on acquired parcels. Completed homes will be sold to homebuyers with a household income no higher than 60 percent Dane County median income who demonstrate a need for housing. A need for housing can be demonstrated by any of the following situations: structurally substandard, unsafe or unhealthy living conditions; temporary housing or over-crowded living conditions; housing costs exceed 30 percent of gross monthly household income, housing is inaccessible, or applicant currently resides in subsidized or transitional housing.

The county's support includes a grant from the county to the Dane County Housing Authority (DCHA). The housing authority will then make a loan(s) to HFHDC as parcels are acquired. DCHA will receive an administrative fee of 3% of the acquisition cost for each parcel. The administrative fee is included in the award amount. DCHA will forgive the loan(s) at time of sale of completed home to income-eligible buyers.

NOW, THEREFORE, BE IT RESOLVED that the County Executive, County Clerk and County Real Estate staff are authorized to execute the grant agreement, and that the Dane County Controller's Office is authorized to make payments related to the execution of the grant agreement.



DANE COUNTY CONTRACT # 15737

## GRANT AGREEMENT

**THIS GRANT AGREEMENT** is made and entered into, by and between the County of Dane (hereafter referred to as "GRANTOR") and Dane County Housing Authority (hereafter, "GRANTEE"),

### WITNESSETH:

**WHEREAS**, in Fiscal Year 2024, the Dane County Capital Budget includes funding for the GRANTEE to make funds available to Habitat for Humanity of Dane County, Inc. (HFHDC) for the purchase of land to be used for the development of affordable housing. Pursuant to Wisconsin law, the COUNTY may make grants to the GRANTEE, who can then make loans directly to developers of affordable housing projects.

WHEREAS, GRANTOR, whose address is Department of Administration, 210 Martin Luther King, Jr. Blvd, Room 425, Madison, WI 53703, has allocated funds in support of GRANTEE's project to provide financing to Habitat for Humanity of Dane County, Inc. (HFHDC) in support of the construction owner-occupied housing for low-to moderate income households; and

**WHEREAS** GRANTEE, is a quasi-municipal corporation created pursuant to section 59.53(22) of the Wisconsin Statutes (optional), whose address is 2917 International Lane, Madison and is able and willing to complete such a project;

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

#### I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement ("Effective Date") and shall end as of December 31, 2031 ("Expiration Date") unless terminated pursuant to this Agreement. All acquired properties must be sold to eligible buyers by the expiration date. All funds must be expended by August 1, 2028.

**II. PURPOSE AND SCOPE:**

A. In consideration of a grant in the amount of \$2,000,000 ("Grant Funds"), GRANTEE agrees to loan funds to Habitat for Humanity of Dane County (HDFDC) for the purpose of HFDCH to acquire vacant land or existing housing stock in need of rehabilitation ("Project"). Notwithstanding any other provision of this Agreement to the contrary, GRANTOR shall never pay more than the amount of the Grant Funds.

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

C.1. Grant funds may only be used for Eligible Expenses. "Eligible Expenses" are those reasonable expenses that are: directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work. In addition to property acquisition, eligible expenses shall include reasonable appraisal, title insurance, title closing, realtor, and recording fees;

C. 2. GRANTEE will return to the County or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the County may deduct the appropriate amount from subsequent payments due to Grantee from the County. The County also reserves the right to recover such funds by any other legal means including litigation if necessary.

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

**III. ASSIGNMENT:**

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

**IV. TERMINATION:**

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

B. The following shall constitute grounds for immediate termination:

1. Violation by GRANTEE of any State, Federal or local law, or failure by GRANTEE to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

2. Failure by GRANTEE to carry applicable licenses or certifications as required by law.

3. Failure of GRANTEE to comply with reporting requirements contained herein

4. Inability of GRANTEE to perform the work provided for herein.

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

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

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

**VI. DELIVERY OF NOTICE:** Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

**VII. INSURANCE:**

A. GRANTEE shall indemnify, hold harmless and defend GRANTOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which GRANTOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of GRANTEE's work or obligations under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of GRANTOR's, its agencies, boards, commissions, officers, employees or representatives. The obligations of GRANTEE under this paragraph shall survive the expiration or termination of this Agreement.

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

**1. Commercial General Liability:**

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

**2. Workers' Compensation:**

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

C. Upon execution of this Agreement, GRANTEE shall furnish GRANTOR with a Certificate of Insurance listing DANE COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If GRANTEE's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, GRANTEE shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. GRANTEE shall furnish GRANTOR, annually on the policy renewal date, a certificate of Insurance as evidence of coverage. It is further agreed that GRANTEE shall furnish the GRANTOR with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either GRANTEE or GRANTOR may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by GRANTEE. In the event any action, suit or other proceeding is brought against GRANTOR upon any matter herein indemnified against, GRANTOR shall give reasonable notice thereof to GRANTEE and shall cooperate with GRANTEE's attorneys in the defense of the action, suit or other proceeding. GRANTEE shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, GRANTEE shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of GRANTEE.

D. The parties do hereby expressly agree that GRANTOR, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by GRANTOR's Risk Manager taking into account the nature of the work and other factors relevant to GRANTOR's exposure, if any, under this Agreement.

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

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



**IX. NON-DISCRIMINATION:**

During the term of this Agreement, GRANTEE agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). GRANTEE agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**X. CIVIL RIGHTS COMPLIANCE:**

A. If GRANTEE has 20 or more employees and receives \$20,000 in annual contracts with GRANTOR, the GRANTEE shall submit to GRANTOR a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. GRANTEE shall also file an Affirmative Action (AA) Plan with GRANTOR in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. GRANTEE shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by GRANTOR. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. GRANTEEs who have less than twenty employees, but who receive more than \$20,000 from the GRANTOR in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If GRANTEE submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by GRANTOR, a verification of acceptance by the State of GRANTEE's Plan is sufficient.

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

C. GRANTEE shall post the Equal Opportunity Policy, the name of GRANTEE's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to GRANTOR's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. GRANTEE shall supply to GRANTOR's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D. GRANTEE shall provide copies of all announcements of new employment opportunities to GRANTOR's Contract Compliance Officer when such announcements are issued.

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

**XI. COMPLIANCE WITH FAIR LABOR STANDARDS.**

A. Reporting of Adverse Findings. During the term of this Agreement, GRANTEE shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that RECIPIENT has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects GRANTEE'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, COUNTY may take such action.

B. Appeal Process. GRANTEE may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement. GRANTEE shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**XII. CUMULATIVE REMEDIES:**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**XIII. COVENANTS AND CONDITIONS:**

Each provision of this Agreement performable by any Party shall be deemed both a covenant and a condition.

**XIV. AUTHORITY:**

The Parties represent and warrant that each party is a duly authorized and existing municipal, quasi-municipal, or private corporation, that each party has and is qualified to transact business in Wisconsin, that the each party has full right, authority and power to enter into this Agreement and to perform its obligations thereunder, that each person signing this Agreement on behalf of the organization is authorized to do so and that this Agreement is binding upon the organization in accordance with its terms.

**XV. SEVERABILITY.**

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XVI. MISCELLANEOUS:**

**A. Registered Agent.**

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

**B. Controlling Law and Venue.**

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

**C. Limitation of Agreement.**

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

**D. Entire Agreement.**

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

**E. Counterparts.**

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**F. Execution:**

This Agreement has no effect until signed by both parties. GRANTEE warrants that the persons executing this Agreement on its behalf are authorized to do so. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the

authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by GRANTEE. GRANTEE shall ensure that only authorized persons may affix electronic signatures to this Agreement and GRANTOR may rely that the electronic signature provided by GRANTEE is authentic.

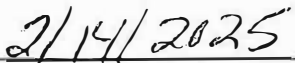
**G. Copies Valid:**

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

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

**FOR GRANTEE:**

  
\_\_\_\_\_  
Karyn Knaak, Executive Director

  
\_\_\_\_\_  
Date

\* \* \*

**FOR GRANTOR:**

\_\_\_\_\_  
Melissa Agard, Dane County Executive

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## EXHIBIT A SCOPE OF WORK

### Services Description

Provide funding to HFHDC for the acquisition of vacant land or existing housing stock in need of rehabilitation. The constructed, or rehabbed homes, shall be sold to income eligible buyers under HFDCH eligibility criteria. HFDCH eligibility criteria shall be approved by GRANTOR. GRANTEE shall provide funds to HFHDC in the form of a deferred, forgivable loan secured against acquired property and released at time of sale to eligible buyer.

- I. GRANTEE'S RESPONSIBILITIES:
  - A. GRANTEE shall enter into written agreement with HDFDC (Exhibit D)
  - B. GRANTEE shall provide GRANTOR with HFHDC's relevant insurance coverage for GRANTOR's approval.
  - C. GRANTEE shall provide GRANTOR with HFHDC's documentation for demonstrating compliance with applicable relocation provisions of the State of Wisconsin specified at Wis. Stat. §§ 32.185-32.27 & Wis. Admin. Code Ch. Adm 92 for GRANTOR's review.
  - D. GRANTEE shall provide GRANTOR contract manager with potential acquisition sites identified by HFHDC. GRANTOR will verify that identified site is not located in a floodplain or runway clear zone and notify GRANTEE if HFHDC may proceed with acquisition.
  - E. If HFHDC moves forward with acquisition of site, GRANTEE shall provide GRANTOR contract manager with HFHDC's Land Acquisition Committee's site evaluation, and lender's title commitment.
  - F. GRANTOR agrees to grant to GRANTEE monies specifically for GRANTEE to lend to HFHDC for the purpose of HFHDC's acquisition of identified sites, and related reasonable closing costs to include costs associated with appraisal, title insurance and closing, realtor and recording fees. Monies shall be available for a singular acquisition at one time, or multiple acquisitions occurring during the term of this agreement. Three percent (3%) of each loan shall be retained by the GRANTEE to assist with the costs of administering the forgivable loans. Upon receipt of the Grant(s), GRANTEE agrees and warrants to immediately and without delay loan the Grant(s) to HFHDC. The loan(s) shall be secured by a deferred forgivable note, mortgage.
  - G. GRANTEE shall enter into an Agreement with HFHDC that requires acquired sites to be sold to buyers that meet HFHDC eligibility guidelines. At time of transfer to eligible buyer, GRANTEE shall forgive loan to HFHDC, and release recorded mortgage for site.
  - H. GRANTEE shall expend all funds by August 1, 2028, and all acquired properties shall be sold to eligible buyers by December 31, 2031

- I. GRANTEE shall provide GRANTOR contract manager annual reporting on status of HFHDC acquired sites.
- J. GRANTEE shall provide GRANTOR contract manager buyer demographics including income level, gender, and race.

## **EXHIBIT B PAYMENT TERMS**

GRANTOR shall disburse funding as indicated below.

1. GRANTOR will transfer to GRANTEE payment of up to \$2,000,000 total.
2. Prior to disbursement, GRANTEE shall provide GRANTOR a copy of the HFHDC title commitment for the identified site and a copy of HFHDC offer to purchase which shall affirm the sales price.
3. GRANTOR shall transfer to GRANTEE 103% of the affirmed sales prices plus reasonable closing costs for HFHDC to purchase identified sites. GRANTEE shall provide to HFDC 100% of the sales prices plus reasonable closing costs. GRANTEE shall retain remaining funds.
4. GRANTEE shall expend all funds by August 1, 2028



## **EXHIBIT C**

### **REPORTS**

1. Annual status reports on acquired sites, and buyer demographics, in a form acceptable to GRANTOR will satisfy the reporting requirements for this grant agreement.
2. GRANTEE shall, upon written request by GRANTOR or COUNTY, certify to COUNTY and/or GRANTOR that each building and all units in the Project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements.
3. GRANTEE shall provide supporting documents and records upon request by GRANTOR

## Exhibit D

## **GRANT AGREEMENT**

**THIS GRANT AGREEMENT** is made and entered into, by and between Dane County Housing Authority Dane (hereafter referred to as "GRANTOR") and Habitat for Humanity of Dane County, Inc. (hereafter, "GRANTEE"),

### **WITNESSETH:**

**WHEREAS**, GRANTEE intends to acquire land for the purpose of constructing single-family owner-occupied housing for low-to moderate income households ("Project"); and

**WHEREAS**, GRANTOR, whose address is 2917 International Lane, Suite 201, Madison, has received a \$2,000,000 grant from Dane County ("County") for the purpose of funding GRANTEE's project; and

**WHEREAS**, GRANTOR intends to provide funds to GRANTEE in the form of a deferred, forgivable loan secured against acquired property which shall be released at the time of sale to eligible buyer ("Loan Awards"), GRANTOR shall assess an administrative fee of 3% based on the Loan Awards. This fee shall be retained from the grant;

**WHEREAS** GRANTEE, is a Wisconsin nonprofit corporation created pursuant to section 59.53(22) of the Wisconsin Statutes, whose address is 6201 Odana Rd, Madison, and is able and willing to complete such a project;

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

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

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement ("Effective Date") and shall end as of December 31, 2031 ("Expiration Date") unless terminated pursuant to this Agreement. All acquired properties must be sold to eligible buyers by the expiration date. All funds must be expended by August 1, 2028.

**II. PURPOSE AND SCOPE:**

**A.** GRANTOR agrees to loan funds to GRANTEE for the purpose of acquiring vacant land or existing housing stock in need of rehabilitation to be used as owner-occupied housing for income eligible households. Notwithstanding any other provision of this Agreement to the contrary, GRANTOR shall not pay more than the amount of the total Grant Funds amounting to \$2,000,000 minus an administrative fee of 3% based on the Loan Awards ("Grant Funds").

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

**C.1.** Loan Awards may only be used for Eligible Expenses. "Eligible Expenses" are those reasonable expenses that are directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work. In addition to property acquisition, eligible expenses shall include reasonable appraisal, title insurance, title closing, realtor, and recording fees;

**C. 2.** GRANTEE will return to the GRANTOR or its designee any Loan Award used by GRANTEE to pay for ineligible expenses or amounts in excess of the Loan Award. If GRANTEE fails to return excess funds, the GRANTOR may deduct the appropriate amount from subsequent payments due to GRANTEE from the GRANTOR. The GRANTOR also reserves the right to recover such funds by any other legal means including litigation if necessary.

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

**III. ASSIGNMENT:**

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

**IV. TERMINATION:**

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

**B.** The following shall constitute grounds for immediate termination:

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

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

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

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

**VI. RELOCATION:** GRANTEE shall comply with applicable relocation provisions of the State of Wisconsin specified at Wis. Stat. §§ 32.185-32.27 & Wis. Admin. Code Ch. Adm 92. GRANTEE shall provide copies of documents requested by GRANTOR.

**VII. DELIVERY OF NOTICE:** Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

**VIII. INSURANCE**

**A.** GRANTEE shall indemnify, hold harmless and defend County and GRANTOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which GRANTOR and County, their officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of GRANTEE's work or obligations under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County or GRANTOR's, their agencies, boards, commissions, officers, employees or representatives. The obligations of GRANTEE under this paragraph shall survive the expiration or termination of this Agreement.

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

**1. Commercial General Liability:**

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

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

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

be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**3. Workers' Compensation:**

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

**4. Umbrella or Excess Liability:**

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

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

C. Upon execution of this Agreement, GRANTEE shall furnish GRANTOR with a Certificate of Insurance listing Dane County Housing Authority as an additional insured and, upon request, certified copies of the required insurance policies. If GRANTEE's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, GRANTEE shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. GRANTEE shall furnish GRANTOR, annually on the policy renewal date, a certificate of Insurance as evidence of coverage. It is further agreed that GRANTEE shall furnish the GRANTOR with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either GRANTEE or GRANTOR may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by GRANTEE. In the event any action, suit or other proceeding is brought against GRANTOR upon any matter herein indemnified against, GRANTOR shall give reasonable notice thereof to GRANTEE and shall cooperate with GRANTEE's attorneys in the defense of the action, suit or other proceeding. GRANTEE shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, GRANTEE shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of GRANTEE.

D. The parties do hereby expressly agree that GRANTOR, acting at its sole option and through its Executive Director, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by GRANTOR's Executive Director taking into account the nature of the work and other factors relevant to GRANTOR's exposure, if any, under this Agreement.

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

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

**X. NON-DISCRIMINATION:**

During the term of this Agreement, GRANTEE agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or



conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). GRANTEE agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**XI. COMPLIANCE WITH FAIR LABOR STANDARDS.**

**A. Reporting of Adverse Findings.** During the term of this Agreement, GRANTEE shall report to GRANTOR, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that GRANTEE has violated a statute or regulation regarding labor standards or relations.

**XII. CUMULATIVE REMEDIES:**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**XIII. COVENANTS AND CONDITIONS:**

Each provision of this Agreement performable by any Party shall be deemed both a covenant and a condition.

**XIV. AUTHORITY:**

The Parties represent and warrant that each party is a duly authorized and existing municipal, quasi-municipal, or private corporation, that each party has and is qualified to transact business in Wisconsin, that the each party has full right, authority and power to enter into this Agreement and to perform its obligations thereunder, that each person signing this Agreement on behalf of the organization is authorized to do so and that this Agreement is binding upon the organization in accordance with its terms.

**XV. SEVERABILITY.**

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XVI. MISCELLANEOUS:**

**A. Registered Agent.**

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

**B. Controlling Law and Venue.**

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

**C. Limitation of Agreement.**

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

**D. Entire Agreement.**

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

**E. Counterparts.**

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**F. Execution:**

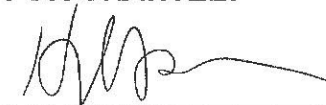
This Agreement has no effect until signed by both parties. GRANTEE warrants that the persons executing this Agreement on its behalf are authorized to do so. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the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

**G. Copies Valid:**

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

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

**FOR GRANTEE:**



\_\_\_\_\_  
Hilary Parker, Chief Executive Officer

2/12/2025

\_\_\_\_\_  
Date

\*\*\*

**FOR GRANTOR:**



\_\_\_\_\_  
Karyn Knaak, Executive Director

2/13/2025

\_\_\_\_\_  
Date

## **EXHIBIT A SCOPE OF WORK**

### **Services Description**

Provide funding to GRANTEE for the acquisition of vacant land or existing housing stock in need of rehabilitation. The constructed, or rehabbed homes, shall be sold to income eligible buyers under GRANTEE's eligibility criteria. GRANTEE's eligibility criteria shall be approved by GRANTOR. GRANTOR shall provide funds to GRANTEE in the form of a deferred, forgivable loan secured against acquired property and released at time of sale to eligible buyer.

- I. GRANTEE'S RESPONSIBILITIES: GRANTEE shall:**
  - A.** Provide GRANTOR with potential acquisition sites identified by GRANTEE. GRANTOR will have Dane County verify that identified site is not located in the floodplain or runway clear zone and notify GRANTEE if they may proceed with acquisition.
  - B.** If applicable, GRANTOR shall provide documentation to demonstrate compliance with applicable relocation provisions of the State of Wisconsin specified at Wis. Stat. §§ 32.185-32.27 & Wis. Admin. Code Ch. Adm 92.
  - C.** If GRANTEE moves forward with acquisition of site, GRANTEE shall provide GRANTOR with GRANTEE's Land Acquisition Committee's site evaluation, and lender's title commitment.
  - D.** GRANTOR agrees to loan to GRANTEE monies specifically for GRANTEE's acquisition of identified sites, and related reasonable closing costs to include costs associated with appraisal, title insurance and closing, and realtor and recording fees. Monies shall be available for a singular acquisition at one time, or multiple acquisitions occurring during the term of this agreement. The loan(s) shall be secured by a deferred forgivable note and mortgage.
  - E.** GRANTEE shall enter into a note and mortgage with GRANTOR that requires acquired sites to be sold to buyers that meet GRANTEE's eligibility guidelines. At time of transfer to eligible buyer, GRANTOR shall forgive loan to GRANTEE, and release recorded mortgage for the site.
  - F.** GRANTEE shall expend all funds by August 1, 2028, and all acquired properties shall be sold to eligible buyers by December 31, 2031.
  - G.** GRANTEE shall provide GRANTOR an annual reporting on the status of acquired sites.
  - H.** GRANTEE shall provide GRANTOR buyer demographics including income level, gender, and race.

## **EXHIBIT B PAYMENT TERMS**

GRANTOR shall disburse funding as indicated below.

1. GRANTOR may transfer to GRANTEE payment of up to \$2,000,000 total minus administrative fees of 3% based on the Loan Awards.
2. Upon GRANTEE providing a title commitment and an offer to purchase with an affirmed sales price on an approved site to GRANTOR, GRANTOR shall transfer to GRANTEE 100% of the affirmed sales price plus reasonable associated eligible closing costs for GRANTEE to purchase identified site. Eligible closing costs shall include costs related to appraisals, title insurance and closing, and recording fees.
3. GRANTEE shall expend all funds by August 1, 2028.

## **EXHIBIT C REPORTS**

1. Annual status reports on acquired sites, and buyer demographics, in a form acceptable to GRANTOR will satisfy the reporting requirements for this grant agreement.
2. GRANTEE shall, upon written request GRANTOR, certify to GRANTEE that each building and all completed units in the Project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements.
3. GRANTEE shall provide supporting documents and records upon request by GRANTOR