

Dane County Contract Cover Sheet

Revised 07/2023

BAF # 24137
 Acct: Seitz
 Mgr: Dux
 Budget Y/N: N

Res 030
 significant

Dept./Division	Human Services / HAA		
Vendor Name	U.S Department of Housing and Urban Development	MUNIS #	
Brief Contract Title/Description	2024 - 2025 Continuum of Care Program Grant Agreement		
Contract Term	4/1/2024 - 3/31/2025		
Contract Amount	\$ 1,670,021.00		

Contract # Admin will assign	15512
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 checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	Michael Martin, Senior CPD Representative
Phone #	608-242-6391	Phone #	414-935-6639
Email	dcdhscontracts@countyofdane.com	Email	michael.e.martin@hud.gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

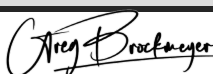
MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	30
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Year	2024
	<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	
Dept. Head / Authorized Designee	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2024.06.03 15:14:01 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 6.3.24

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 6/3/24	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, June 3, 2024 4:41 PM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #15512
Attachments: 15512.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/4/2024 9:50 AM	Approve: 6/4/2024 9:50 AM
	Rogan, Megan	Read: 6/4/2024 8:08 AM	Approve: 6/4/2024 8:08 AM
	Cotillier, Joshua		Approve: 6/4/2024 9:03 AM
	Oby, Joe		

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

Contract #15512
Department: Human Services
Vendor: US Dept of Housing & Urban Development
Contract Description: Accept Continuum of Care Grant (Res 030)
Contract Term: 4/1/24 – 3/31/25
Contract Amount: \$1,670,021.00

Michelle Goldade

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

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

1 SUB __ TO 2024 RES-030 (PROPOSED - WEGLEITNER)

2
3 **ACCEPTING FEDERAL FUNDS FOR RENTAL ASSISTANCE EXPANSION AND AMENDING**
4 **A CONTRACT**
5 **DCDHS – HAA DIVISION**
6

7 Dane County received additional Continuum of Care (CoC) funding from the federal agency of
8 Housing and Urban Development (HUD) to increase rental assistance and expand case
9 management services for a sponsor-based rental assistance program also funded by HUD CoC
10 funds.

11
12 The Dane County Department of Human Services (DCDHS) – Housing Access and Affordability
13 Division (HAA) seeks to accept the additional award. Funding will be subcontracted to Housing
14 Initiatives, Inc.

15
16 The grant will enable Housing Initiatives, Inc. to expand its provision of case management and
17 other supportive services for the tenants enrolled its federally funded sponsor-based rental
18 assistance program. Tenants will have access to individual services to help them maintain
19 housing stability and connect to other community resources they may need such as tenant
20 education, financial management, employment and training, behavioral health services,
21 transportation, and other mainstream benefits. Tenants eligible for services are those adults
22 who have experienced unsheltered homelessness, who meet the definition of chronically
23 homeless in HUD's Category 1 or 4, and were on the local Dane County Continuum of Care's
24 (CoC) Coordinated Entry community prioritization list then moved into a Permanent Supportive
25 Housing (PSH) program.

26
27 Chronically homeless is defined by HUD as individuals who have been homeless for at least a
28 year, or multiple times over the last three years, and also experience serious mental illness,
29 substance use disorders, and/or a physical disability.

30
31 **NOW, THEREFORE, BE IT RESOLVED** that the following expenditure account be created,
32 80000 36626 (NEW) SUPPORTIVE SERVICES HUD, and

33 **BE IT FURTHER RESOLVED** that the \$440,333 revenue increase be credited to the County
34 General Fund and transferred from the General Fund to the new expenditure accounts below in
35 the DCDHS, and

36 **BE IT FURTHER RESOVLED** that account 80000 85267 HUD SHELTER PLUS CARE
37 REVENUE be increased by an appropriation of \$440,333; and that account 80000 36626
38 (NEW) SUPPORTIVE SERVICES HUD be increased with an appropriation of \$261,176; and
39 that account 80000 36106 HOUSING ASSISTANCE EXPENSE be increased with an
40 appropriation of \$179,157.

41 **BE IT STILL FURTHER RESOVLED** that the County Executive and County Clerk are hereby
42 authorized and directed to sign the HUD agreement on behalf of Dane County, and

43 **BE IT FINALLY RESOVLED** that a \$440,333 amendment be approved for Housing Initiatives,
44 Inc. (term of 01/01/2024-12/31/2024) and that the County Executive and County Clerk are
45 hereby authorized and directed to sign the agreement on behalf of Dane County, and that the
46 Controller is authorized to make payments:

<u>Vendor</u>	<u>Amendment Amount</u>
HOUSING INITIATIVES, INC.	\$440,333

47
48
49 **Total Expenditure: \$440,333**

Grant Number/FAIN: WI0096L5I032316
Recipient Name: Dane County, WI
Tax ID No.: 39-6005684
Unique Entity Identifier (UEI) Number: M7DYJMKQ9MH7
Federal Award Date: May 30, 2024

**CONTINUUM OF CARE PROGRAM (CFDA# 14.267)
GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Dane County, WI (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2023 (Pub. L. 117-328, approved December 29, 2022);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

- The Recipient is a Unified Funding Agency (UFA).
- The Recipient is the sole recipient designated by the applicable Continuum of Care.
- The Recipient is not the only recipient designated by the applicable Continuum of Care.

HUD’s total funding obligation authorized by this grant agreement is **\$1,670,021,** allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

<u>Grant No. (FAIN)</u>	<u>Grant Term</u>	<u>Performance Period</u>	<u>Budget Period</u>	<u>Total Amount</u>
WI0096L5I032316	12 months	04/01/2024-03/31/2025	04/01/2024-03/31/2025	\$1,670,021
allocated between budget line items as follows:				
a. Rental Assistance				\$1,265,832
b. Supportive Services				\$ 331,235
c. Administration				\$ 72,954

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project’s budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years’ CoC Program Competition Funding

Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached “Indirect Cost Rate Schedule” and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient’s applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: 
(Signature)

Garry M. Werra, Director
(Typed Name and Title)

May 30, 2024
(Date)

RECIPIENT

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

INDIRECT COST RATE SCHEDULE

<u>Agency/Dept./Major Function</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	%	_____
_____	%	_____
_____	%	_____
_____	%	_____

This schedule must include each indirect cost rate that will be used to calculate the Recipient’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).