

Dane County Contract Cover Sheet

Revised 01/2026

Res 046
significant

BAF # 26165
Acct: Bush/Seitz
Mgr: K Dux
Budget Y/N: N

| | | | |
|-----------------------------------------|--------------------------------------------------------------|----------------|-------|
| Dept./Division | Human Services / HAA | | |
| Vendor Name | U.S. Department of Housing and Urban Development | MUNIS # | 14304 |
| Brief Contract Title/Description | 2026 Continuum of Care Program Grant Agreement from the HUD. | | |
| Contract Term | 4/1/2026 - 3/31/2027 | | |
| Contract Amount | \$ 2,018,262.00 | | |

| | |
|----------------------------------------|----------------------|
| Contract # Admin will assign | 16360 |
| 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 | Contract Coordination Assistant | Name | Garry Werra, CPD Director (cc: Kristina Dux, Housing Program Specialist) |
| Phone # | 608-242-6200 | Phone # | 414-935-6644 |
| Email | dcdhscontracts@danecounty.gov | Email | Milwaukee@CPD@hud.gov,Dux.Kristina@danecounty.gov |
| Purchasing Officer | | | |

| | | |
|-----------------------------|------------------------------------------------------------------------------------------------------------|------------------|
| Purchasing Authority | <input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required) | |
| | <input type="checkbox"/> Between \$13,001 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required) | |
| | <input type="checkbox"/> Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required) | RFB/RFP # |
| | <input type="checkbox"/> Bid Waiver – \$46,000 or under (\$25,000 or under Public Works) | |
| | <input type="checkbox"/> Bid Waiver – Over \$46,000 (N/A to Public Works) | |
| | <input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other | |

| MUNIS Req. | Req # | Org: | Obj: | Proj: |
|------------|-------|------|------|-------|
| | | Org: | Obj: | Proj: |
| | Year | 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 # | 046 TBD |
| | <input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required. | Year | 2026 |
| | <input 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 checked="" type="checkbox"/> Non-standard Contract |

| APPROVAL |
|------------------------------------------------------------------------------------|
| Dept. Head / Authorized Designee |
|  |

| APPROVAL – Contracts Exceeding \$100,000 | |
|-----------------------------------------------------------------------------------------------------------|----------------------------|
| Director of Administration | Corporation Counsel |
| Slaven, Shelby <small>Digitally signed by Slaven, Shelby Date: 2026.06.02 16:21:08 -05'00'</small> | EKL 5/29/26 |

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

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, June 2, 2026 9:54 AM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16360
Attachments: 16360.pdf

| Tracking: | Recipient | Read | Response |
|------------------|-------------------|-------------------------|----------------------------|
| | Hicklin, Charles | Read: 6/2/2026 9:57 AM | Approve: 6/2/2026 9:58 AM |
| | Rogan, Megan | Read: 6/2/2026 11:37 AM | Approve: 6/2/2026 11:37 AM |
| | Cotillier, Joshua | Read: 6/2/2026 9:58 AM | Approve: 6/2/2026 10:12 AM |
| | Oby, Joe | | |

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

Contract #16360
Department: Human Services
Vendor: UW Dept of Housing & Urban Development
Contract Description: 2026 Continuum of Care Program Grant Agreement (Res 046)
Contract Term: 4/1/26 – 3/31/27
Contract Amount: \$2,018,262.00

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.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

May 5, 2026

Kristina Dux
Housing Specialist
Dane County, WI
1202 Northport Dr.
Madison, WI 53704

**SUBJECT: CoC Program Supplemental Funding Opportunity Grant
Agreement Transmittal**

Dear Ms. Kristina Dux:

The Department of Housing and Urban Development's (HUD) Office of Special Needs Assistance Programs (SNAPs) would like to thank you for your continued partnership in addressing homelessness. One Grant Agreement is attached for the projects and grant amounts outlined in Addendum 2.

Federal Award Agreement

You are reminded that as recipient, you are responsible for ensuring that all grant funds are used in accordance with all program requirements and your approved application. By executing the Federal Award Agreement, you are entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, Federal Register notices, and award terms and conditions that apply to those funds and activities.

HUD recognizes that some federal courts have issued injunction orders that impact certain Federal Award/Funding Agreement(s). To preserve all legal rights and defenses, the forthcoming agreement contains the same conditions at issue in those orders. For grantees who are plaintiffs covered by those orders or for non-plaintiff grantees who are otherwise covered by those orders, be advised that HUD will comply with all applicable injunction orders and will not implement or enforce the challenged conditions consistent with those orders while those orders are in effect. This will include HUD disregarding any required "certifications" or "compliance" statements set forth in those agreements. Please be further advised that should the stated injunction orders that currently prohibit HUD from enforcing the challenged conditions as to your grant or award be stayed, dissolved, or reversed, the agreement, with the challenged conditions, will become effective.

Executing the Agreement

The authorized official **must** complete Addendum 3. Indirect Cost Rate Schedule, even if no indirect costs will be charged under the grant. Please mark one (and only one) checkbox to

reflect how indirect costs will be calculated and charged under the grant. Please note that the Office of Management and Budget (OMB) issued revised Guidance and the *de minimis* indirect cost rate increased from 10 percent to up to 15 percent of Modified Total Direct Costs.

After certifying Addendum 3, the authorized official must input their full name and title, and then execute the agreement, with a signature, and date. To ensure expeditious disbursement of grant funds, do not make any additional modifications or amendments to the grant agreement other than those specifically allowed by applicable injunction orders or with prior written approval from HUD. Please ensure the authorized official signs the agreement.

You must return the entire Federal Award Agreement, including all addenda, to this office via the Field Office General Email Inbox: MilwaukeeCPD@hud.gov.

HUD congratulates Dane County, WI on your grant award(s), and we look forward to assisting you in accomplishing your program goals. If you have any questions or need further information or assistance, please contact your assigned Field Office representative or email our Office at MilwaukeeCPD@hud.gov.

Sincerely,



Garry M. Werra
CPD Director
Office of Community Planning and Development

Enclosure(s)

CoC Grant Agreement



Dane County Department of Human Services

Director – John Schlueter
Housing Access & Affordability Division – Casey Becker

1819 Aberg Avenue, Madison, WI 53704-4221
PHONE: 608-283-1446 FAX: 608-283-1576

May 18, 2026

Garry Werra
CDP Director – Office of Community Planning and Development
U.S. Department of Housing and Urban Development (HUD)

RE: FY2025 Federal Award Agreement - WI0096L5I032518 (04/01/26-03/31/27)

Dear Mr. Werra,

On May 5, 2026, Dane County received a transmittal letter where HUD acknowledged compliance with current injunction orders impacting the Federal Award/Funding Agreement(s).

This letter serves as an acknowledgement that Dane County is a covered Plaintiff in *State of Washington v. United States Department of Housing and Urban Development* (1:25-cv-00626). As such, the May 12, 2026 stipulation applies to the enclosed and signed grant agreement, which rescinds Addendum 1 in its entirety from all FY25 CoC/YHDP Renewals.

Sincerely,

Melissa Agard
Dane County Executive
Agard.Melissa@danecounty.gov

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT**

A. General Federal Award Information

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <p>1. Recipient name (must match Unique Entity Identifier name) and address: Dane County, WI County of Dane 210 Martin Luther King Jr. Blvd. 1202 Northport Dr. Room 425 Madison, Wisconsin 53704 Madison, WI 53703</p> | <p>12. Assistance listing number and title: 14.267, Continuum of Care (CoC) Program</p> |
| <p>2. Recipient's Unique Entity Identifier: M7DYJMKQ9MH7</p> | <p>13. Amount of federal funds obligated by this action See Addendum 2</p> |
| <p>3. Tax identification number: 39-6005684</p> | <p>14. Total amount of federal funds obligated: See Addendum 2</p> |
| <p>4. Federal Award Identification Number (FAIN): See Addendum 2</p> | <p>15. Total approved cost sharing (if applicable): See Addendum 2</p> |
| <p>5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/></p> | <p>16. Total federal award amount, including approved cost sharing: See Addendum 2</p> |
| <p>6. Period of performance start and end date: See Addendum 2</p> | <p>17. Budget approved by HUD:</p> |
| <p>7. Budget period start and end date: See Addendum 2</p> | <p>18. Fiscal year: 2025</p> |
| <p>8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> # <input type="text"/></p> | <p>19. Statutory authority: 42 U.S.C. § 11301 et seq.</p> |
| <p>9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule</p> | <p>20. Applicable appropriations act(s): Public Law 119-4; Public Law 119-75</p> |
| <p>10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> | <p>21. Notice/notice of funding opportunity this award is made under (if applicable): N/A</p> |
| <p>11. Awarding official name and contact information:</p> | <p>22. Program regulations (if applicable): 24 C.F.R. Part 578</p> |
| <p>23. Federal award description: The Continuum of Care (CoC) program is designed to promote communitywide commitment to the goal of ending homelessness by providing funding for efforts by nonprofit providers, Tribes and Tribally Designated Housing Entities, and State and local governments and promoting access to and effect utilization of mainstream programs by homeless individuals and families.</p> <ul style="list-style-type: none"> • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule | |

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Continuum of Care program statute 42 U.S.C. 11301 et seq., the program regulations at 24 C.F.R. § 578 (as now in effect and as may be amended from time to time), the relevant funding notice (box 21), the Recipient's application submission 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"), any attached Specific Terms and Conditions, and the attached addenda (box 23).

U.S. Department of Housing and Urban Development - Federal Award Agreement

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement
 - The Recipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. This includes 2 CFR 200.332(b)(2), which requires all agreements or contracts made with subrecipients to contain the same terms and conditions as those in this agreement. Any conflicting terms and conditions must be approved by HUD. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. This includes 2 CFR 200.332(b)(2), which requires all agreements or contracts made with subrecipients to contain the same terms and conditions as those in this agreement. Any conflicting terms and conditions must be approved by HUD. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, with this agreement using "Addendum #3 "Indirect Cost Rate Schedule". The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the Recipient to prepare statements and reports in compliance with applicable HUD requirements and OMB requirements in 2 CFR part 200 for recordkeeping and reporting, which may be amended from time to time.

HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives shall have the right of access to any records of the Recipient or Subrecipient pertinent to the Federal Award,

U.S. Department of Housing and Urban Development - Federal Award Agreement

including those relevant to the administration, receipt, and use of this award and award activities, in order to perform audits, execute site visits, or for any other official use. Such records include those that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law. The right of access includes timely and reasonable access to the Recipient's or Subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general. In lieu of or in addition to an on-site inspection, Recipient also agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents in such form, and accompanied by such reporting data as required by HUD where doing so is not impracticable.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools for all records pertinent to the Federal award. Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released and to satisfy occasional requests for records pertinent to the federal award as described above. HUD will work with the Recipient to support the Recipient's transition to the new reporting tools. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring additional or more detailed reports, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. 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 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient-as well as a personal services contractor-who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

U.S. Department of Housing and Urban Development - Federal Award Agreement

14. *Severability.* If any part or provision of this agreement is enjoined or held to be void or unenforceable in any jurisdiction, it shall be ineffective as to such jurisdiction and only to the extent of such prohibition or injunction and shall not invalidate or affect the legality or enforceability of the remaining provisions and applications of this agreement. In the event the injunction of such provisions is stayed, dissolved or reversed, the full terms of this agreement, including such provisions, will automatically become effective. This clause is self-executing and will become effective, binding, and enforceable automatically upon execution of this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable Attached

| | | |
|---------------------------------------------------------------------------|-----------|--------------------------|
| For the U.S. Department of HUD (name and title of authorized official) | Signature | Date/ Federal Award Date |
| For the Recipient Melissa Agard, Dane County Executive | Signature | Date |

U.S. Department of Housing and Urban Development - Federal Award Agreement

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#) , or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.
10. The Recipient and any Project Sponsors will not use this award to fund, promote, encourage or facilitate the use of illicit drugs.
11. The Recipient and any Project Sponsors will not use this award to fund any activity, service provider, or organization that operates illegal drug injection sites or “safe consumption sites” in violation of 21 U.S.C. § 856.

U.S. Department of Housing and Urban Development - Federal Award Agreement

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS
Assistance Listing 14.264, Continuum of Care (CoC) Program

The total amount of federal funds obligated by this grant agreement are 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> |
|-------------------------------------------------------------------------------------------------|-------------------|---------------------------|----------------------|
| WI0096L5I032518 | 12 months | 4/1/2026 - 3/31/2027 | 4/1/2026 - 3/31/2027 |
| Amount of federal funds obligated by this grant agreement: | | | \$2,018,262 |
| Total amount of federal funds obligated: | | | \$2,018,262 |
| allocated between budget line items as follows: | | | |
| a. Continuum of Care Planning Activities | | | \$0 |
| b. Acquisition | | | \$0 |
| c. Rehabilitation | | | \$0 |
| d. New construction | | | \$0 |
| e. Leasing | | | \$0 |
| f. Rental assistance | | | \$1,576,644 |
| g. Supportive services | | | \$368,664 |
| h. Operating costs | | | \$0 |
| i. Homeless Management Information System | | | \$0 |
| j. Administrative costs | | | \$72,954 |
| k. Relocation costs | | | \$0 |
| l. VAWA Costs | | | \$0 |
| m. Rural Costs | | | \$0 |
| n. HPC homelessness prevention activities: Housing relocation and stabilization services | | | \$0 |
| Short-term and medium-term rental assistance | | | |
| Rural Set Aside Activities | | | |
| a. Rent or utility assistance after 2 months of nonpayment of rent or utilities | | | \$0 |
| b. Short-term emergency lodging in motels or shelters costs | | | \$0 |
| c. Repairs necessary to make housing habitable to be used for transitional or permanent housing | | | \$0 |
| d. Capacity building activities | | | \$0 |

U.S. Department of Housing and Urban Development - Federal Award Agreement

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|-----------------------------------------------------------------------------------------------------------------------|-----|
| e. Emergency food and clothing assistance | \$0 |
| f. Costs associated with making use of Federal Inventory property programs to house homeless individuals and families | \$0 |

The provisions apply to all Recipients:

- 1. Pre-Award Costs.** The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.
- 2. Housing First.** HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model
- 3. Project-based Rental Assistance.** 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.
- 4. Renewal Projects.** 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.
- 5. High-performing Communities.** 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.
- 6. Communications.** 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.
- 7. Cost Sharing.** This award is subject to match provisions in 24 CFR 578.73 which requires that CoC Recipients must match all grant funds, except for leasing funds, with no less than 25 percent of funds or in-kind contributions from other sources. Since these factors are fact-sensitive, the amount of match is not included in either Box 15 or Box 16 of this Agreement.

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

OMB Number. 2501-0044
Expiration Date: 2/28/2027

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------|--------------|
| Indirect Cost Information for Award Applicant/Recipient | | | |
| 1. Federal Program/Assistance Listing Program Title: CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267 | | | |
| 2. Legal Name of Applicant/Recipient: Dane County, WI County of Dane | | | |
| 3. Indirect Cost Rate Information for the Applicant/Recipient: <i>Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.</i> | | | |
| <input checked="" type="checkbox"/> The Applicant/Recipient will not charge indirect costs using an indirect cost rate. <input type="checkbox"/> The Applicant/Recipient will calculate and charge indirect costs under the award by applying a <i>de minimis</i> rate as provided by 2 CFR 200.414(f), as may be amended from time to time. <input type="checkbox"/> The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, <i>if required</i> , has been approved by the cognizant agency for indirect costs. | | | |
| Agency/department/major function | Indirect Cost Rate | Type of Direct Cost Base | Type of Rate |
| | % | | |
| | % | | |
| | % | | |
| 4. Submission Type (check only one): <input checked="" type="checkbox"/> Initial Submission <input type="checkbox"/> Update | | 5. Effective date(s): 04/01/2026 | |
| 6. Certification of Authorized Representative for the Applicant/Recipient: **Under penalty of perjury, I certify on behalf of the Applicant/Recipient that (1) all information provided on this form is true, complete, and accurate, and (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form. | | | |
| Signature: | _____ | | |
| Date: | _____ | | |
| Name: | Melissa Agard | | |
| Title: | Dane County Executive | | |
| **Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)). | | | |

U.S. Department of Housing and Urban Development - Federal Award Agreement

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

U.S. Department of Housing and Urban Development - Federal Award Agreement

OMB Number. 2501-0044
Expiration Date: 2/28/2027

Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

| Number | Item | Instructions |
|--------|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Federal Program/ Assistance Listing Program Title | Enter the title of the program as listed in the applicable funding announcement or notice of funding availability. |
| 2 | Legal Name of Applicant/ Recipient | Enter the legal name of the entity that will serve as the recipient of the award from HUD. |
| 3 | Indirect Cost Rate Information for the Applicant/ Recipient | <p>Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.</p> <p>The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").</p> <p>If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.</p> <p>If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.</p> <p>If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.</p> <p>To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E, and the applicable appendix that is listed under 2 CFR 200.414(e).</p> |
| 4 | Submission Type | Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award. |
| 5 | Effective date(s) | Enter the date(s) for which the information on this form applies. |
| 6 | Certification of Authorized Representative for the Applicant/ Recipient | An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title. |



OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

Dear Award Recipient:

By and through this letter, HUD rescinds in its entirety Addendum 1 to the Grant Agreement for your Fiscal Year 2025 Continuum of Care project, Youth Homelessness Demonstration Program renewal, or Special NOFO project. For purposes of administering your grant, Addendum 1 will have no force or effect. The remainder of the Grant Agreement remains unchanged.

Sincerely,

Office of Community Planning and Development



DANE COUNTY

Melissa Agard
County Executive

Via upload to the Integrated Disbursement & Information System (IDIS)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
310 W Wisconsin Ave, Suite 950W
Milwaukee, WI 53203

**RE: CPD 2026 Annual Action Plan HUD 424-B Assurances
and Certifications**

Dear Department of Housing and Urban Development,

Dane County writes to follow-up on the submitted Grantee 2026 Annual Action Plan HUD 424-B Assurances and Certifications for the following:

- 14.239 HOME Investment Partnerships Program
- 14.218, Community Development Block Grant Program for Entitlement Communities
- 14.225, Community Development Block Grant Program for Insular Areas
- 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii

King County Litigation

On August 12, 2025, Dane County and twenty-eight other Plaintiffs were added as parties to the *King County et al. v. Turner et al.*, 2:25-cv-00814-BJR (W.D. Wash.) case. That same day, a Preliminary Injunction Order (“8/12/25 PI”) enjoined HUD from enforcing certain grant conditions. The enclosed and redlined Agreements seek to impose conditions enjoined by the 8/12/25 PI; these prohibited provisions remain in the enclosed Agreements.

Enjoined Terms – Pages 44-45 of the 8/12/25 Preliminary Injunction:

- *The recipient or applicant shall not use grant funds to promote “gender ideology,” as defined in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;*
- *The recipient or applicant agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;*
- *The recipient or applicant certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;*

**City-County Building, Room 421, 210 Martin Luther King, Jr. Boulevard, Madison, Wisconsin 53703
PH 608/266-4114 FAX 608/266-2643 TDD Call WI Relay 711**

- *The recipient or applicant shall not use any Grant Funds to fund or promote elective abortions, as required by Executive Order 14182, Enforcing the Hyde Amendment;*
- *The recipient or applicant must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (“PRWORA”) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services [sic] may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws;*
- *No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation;*
- *Subject to the exceptions provided by PRWORA, the recipient or applicant must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States;*
- *The recipient or applicant agrees that use of Grant Funds and its operation of projects assisted with Grant Funds are governed by all Executive Orders.*

San Francisco Litigation

These Agreements seek to impose conditions enjoined as to Dane County by the Preliminary Injunction entered on August 22, 2025 in *City and County of San Francisco, et al., v. Donald J. Trump, et al*, 3:25-cv-1350 (N.D. Cal.) (“8/22/25” PI), in which Dane County is a plaintiff. The enclosed and redlined Agreements seek to impose conditions enjoined by the 8/22/25 PI; the prohibited provisions remain in the enclosed Agreements.

Enjoined Terms – Pages 44-45 of the 8/12/25 Preliminary Injunction:

7. – No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

Both Courts enjoined HUD from imposing or enforcing the above-referenced challenged conditions, and enjoin HUD from "rescinding, withholding, cancelling, or otherwise not processing any relevant HUD awards, or pausing, freezing, impeding, blocking, cancelling, terminating, delaying, withholding, or conditioning” or "failing or refusing to process and otherwise implement grants signed with changes or other objections to conditions enjoined by” the PIs or any “other Order or Government action that poses the same coercive threat to eliminate or suspend funding...” See 8/12/25 PI at 37-38 and 8/22/25 PI at 4.

Dane County’s Objections

Dane County *withholds consent to, and objects to*, the inclusion of the legally unenforceable terms subject to the 8/12/25 PI and the 8/22/25 PI. Accordingly, Dane County struck these terms from the submitted redlined HUD 424-B Assurances and Certifications. Dane County’s consent

to execute and implement the Agreements is entirely contingent on HUD complying with the Court Orders.

In the event that the any of the PIs/TROs expire, the enjoined conditions will not be imposed or enforced against Dane County as to the period they were/are in effect. Dane County's acceptance, execution or implementation of the Agreements, in no way reflect acceptance of those prohibited terms.

Respectfully Submitted,

Melissa Agard Dane County Executive

Dated this _____ day of May, 2026