

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

**THIS SUBAWARD AGREEMENT** is made and entered into for the period of **1/6/2020** through **1/5/2022** ("Performance Period"), by and between the Department of Administration ("Department"), State of Wisconsin ("State"), whose principal business address is 101 East Wilson Street, P.O. Box 7970, Madison, WI 53707-7970 and the **Sauk County** ("Grantee"), whose service address is 505 Broadway Street, Baraboo, WI, 53913.

**WHEREAS**, on behalf of the State, the Department administers the Community Development Block Grant Program ("Program"), to provide funds for eligible activities; and

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

**WHEREAS**, the State has approved an award to the Grantee in the amount of **\$370,000** for eligible activities herein described ("Project"); and

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

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

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

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

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

**SAUK COUNTY**

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

**BY:** \_\_\_\_\_  
**Peter Vedro**

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

**TITLE:** County Board Chair

**TITLE:** Division Administrator

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

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

**DUNS Number: 076165513**

## GENERAL TERMS AND CONDITIONS

### **ARTICLE 1. AGREEMENT ADMINISTRATION**

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

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

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

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

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

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

### **ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

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

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, 101 East Wilson Street, Room 127, Madison, WI 53703.

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 10. TERMINATION OF AGREEMENT**

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

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

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

**ARTICLE 11. FAILURE TO PERFORM**

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

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

**ARTICLE 12. PUBLICATIONS AND SOFTWARE DEVELOPMENT**

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

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

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

**ARTICLE 13. AMENDMENT**

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

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

**ARTICLE 14. SEVERABILITY**

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

**ARTICLE 15. WAIVER**

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

**ARTICLE 16. FORCE MAJEURE**

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

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

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

**ARTICLE 18. STANDARDS OF PERFORMANCE**

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

**ARTICLE 19. EXTRA WORK**

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

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

**ARTICLE 20. SURVIVAL OF REQUIREMENTS**

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

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

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

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

**ARTICLE 22. ALLOWABLE COSTS**

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

**ARTICLE 23. REIMBURSEMENT OF FUNDS**

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

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

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

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

**ARTICLE 25. FINANCIAL MANAGEMENT**

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

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

**ARTICLE 26. METHOD OF PAYMENT**

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

**DOADEHCRFiscal@wisconsin.gov**

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

Payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement in the Attachments. Invoices shall reflect eligible costs incurred by approved Budget line item, as identified in the Attachments. Invoices shall be accompanied by written documentation of eligible costs.

**Final Payment/Close-Out**

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

**ARTICLE 27. LIMITATION ON COSTS**

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

**ARTICLE 28. ELIGIBLE COSTS**

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

**ADMINISTRATIVE TERMS AND CONDITIONS****ARTICLE 29. SINGLE AUDIT REQUIREMENT**

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



**Federal Funded Awards:**

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

**State Funded Awards:**

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

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

<http://www.doa.state.wi.us/Divisions/Budget-Finance/Financial-Reporting/State-Controllers-Office-State-Single-Audit-Guidelines>

**ARTICLE 30. RECORDS AND REPORTS**

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

**ARTICLE 31. BONDING AND INSURANCE**

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

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

**ARTICLE 32. EXAMINATION OF RECORDS**

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

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

## **SPECIAL TERMS AND CONDITIONS**

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

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

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

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

### **ARTICLE 35. AUDITS**

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

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

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

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

#### **Definitions**

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

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's

DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

### **ARTICLE 37. LOBBYING**

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

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding the Grantee's applications for these funds been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding the Grantee's applications for these funds had one or more public transactions (federal, state, or local) terminated for cause or default.

### **ARTICLE 39. EQUIPMENT ACCOUNTABILITY**

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

### **ARTICLE 40. PATENT INFRINGEMENT**

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

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

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

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

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

**1. Scope of Work:**

- Recruit and hire re-entry program coordinator
- Develop, coordinate and implement a re-entry program in Sauk County
- Provide re-entry intake/risk assessment, referral, case management, and support services for clients
- Conduct a survey of participants to assess their views on program satisfaction and effectiveness
- Complete grant administration activities required for CDBG program grant

**2. Time Table:**

Due Date	Activity
<b>Prior to Beginning Project Work</b>	<ul style="list-style-type: none"> <li>• Execute Grant Agreement.</li> <li>• Complete Environmental Report and obtain official approval from DEHCR Environmental Desk. Submit copy of Letter of Concurrence from DEHCR Environmental Desk to DEHCR CDBG Project Representative.</li> <li>• Establish record keeping system.</li> <li>• Establish financial management system.</li> <li>• Procure grant administration/program services (if services are to be provided by a third party). [Note: Must use a competitive procurement process that is in compliance with local, state and federal requirements for all CDBG funded contracts and purchases.]</li> <li>• Submit draft or executed grant administration/program services contract(s) to DEHCR CDBG Project Representative for review (if services are to be provided by a third party).</li> <li>• Enter into the grant administration/program services contract(s) (if services are to be provided by a third party).</li> </ul>
<b>March 25, 2020</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual MBE/WBE Report for the period of October 1, 2019 through March 31, 2020 [include accomplishments and activities for the period of January 6, 2020 (the Award Date) through March 31, 2020] unless notified by DEHCR CDBG Project Representative of another submission date.</li> </ul>

Due Date	Activity
<b>April 15, 2020</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual Report Certification, Semi-Annual Report Summary Narrative, and supporting documentation for the reporting period of October 1, 2019 through March 31, 2020 [include accomplishments and activities for the period of January 6, 2020 (the Award Date) through March 31, 2020]. Reporting forms must follow the guidance provided in the Implementation Handbook.</li> <li>• Submit Semi-Annual Section 3 Report for the reporting period of October 1, 2019 through March 31, 2020 [include accomplishments and activities for the period of January 6, 2020 (the Award Date) through March 31, 2020] unless notified by DEHCR CDBG Project Representative of another submission date.</li> </ul>
<b>September 25, 2020</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual MBE/WBE Report for the period of April 1, 2020 through September 30, 2020 unless notified by DEHCR CDBG Project Representative of another submission date.</li> </ul>
<b>September 30, 2020</b>	<ul style="list-style-type: none"> <li>• Complete Fair Housing Actions described in the attachments of the Grant Agreement.</li> </ul>
<b>October 15, 2020</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual Report Certification, Semi-Annual Report Summary Narrative, and supporting documentation. Include accomplishments and activities for the period of April 1, 2020 through September 30, 2020. Reporting forms must follow the guidance provided in the Implementation Handbook.</li> <li>• Report Fair Housing Actions completed (in the Fair Housing section of the Semi-Annual Summary Narrative) and submit supporting documentation to DEHCR.</li> <li>• Submit Annual Section 3 Report for the period of October 1, 2019 through September 30, 2020 unless notified by DEHCR CDBG Project Representative of another submission date.</li> </ul>
<b>January 15, 2021</b>	<ul style="list-style-type: none"> <li>• Submit Single Audit Statement for CY2020. Arrange for Single Audit, if applicable.</li> <li>• Submit Annual Client Income Certification Report for the period of January 6, 2020 (the Award Date) through January 5, 2021.</li> </ul>
<b>March 25, 2021</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual MBE/WBE Report for the period of October 1, 2020 through March 31, 2021 unless notified by DEHCR CDBG Project Representative of another submission date.</li> </ul>
<b>March 31, 2021</b>	<ul style="list-style-type: none"> <li>• Conduct second Public Hearing to report project progress to, and receive input from, local community regarding the CDBG project.</li> </ul>

Due Date	Activity
<b>April 15, 2021</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual Report Certification, Semi-Annual Report Summary Narrative, and supporting documentation. Include accomplishments and activities for the period of October 1, 2020 through March 31, 2021. Reporting forms must follow the guidance provided in the Implementation Handbook.</li> <li>• Report status of second Public Hearing completion (in the 2<sup>nd</sup> Citizen Participation Public Hearing section of the Semi-Annual Summary Narrative) and submit second Public Hearing meeting notice, attendance list, and minutes to DEHCR CDBG Project Representative.</li> <li>• Submit Semi-Annual Section 3 Report, unless notified by DEHCR CDBG Project Representative of another submission date. Include accomplishments and activities for the period of October 1, 2020 through March 31, 2021.</li> </ul>
<b>September 25, 2021</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual MBE/WBE Report for the period of April 1, 2021 through September 30, 2021 unless notified by DEHCR CDBG Project Representative of another submission date.</li> <li>• Submit Single Audit Report for CY2020 to the federal Single Audit Clearinghouse and submit proof of submission to DEHCR, if the Grantee was required to complete a Single Audit for CY2020.</li> </ul>
<b>October 15, 2021</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual Report Certification, Semi-Annual Report Summary Narrative, and supporting documentation to DEHCR CDBG Project Representative. Include accomplishments and activities for the period of April 1, 2021 through September 30, 2021. Reporting forms must follow the guidance provided in the Implementation Handbook.</li> <li>• Submit Annual Section 3 Report for the period of October 1, 2020 through September 30, 2021 unless notified by DEHCR CDBG Project Representative of another submission date.</li> </ul>
<b>January 5, 2022</b>	<ul style="list-style-type: none"> <li>• Complete all Project Implementation Activities.</li> <li>• End of Project Period. <b><i>No project expenses incurred after this date.</i></b></li> <li>• Submit Final Payment Request and supporting documents.</li> <li>• Submit Project Completion Report and supporting documents.</li> <li>• Submit Final Summary Narrative and supporting documents (with Completion Report). Include accomplishments and activities for the period of October 1, 2021 through December 31, 2021. Reporting must follow the guidance provided in the Implementation Handbook.</li> <li>• Submit Semi-Annual MBE/WBE Report for the period of October 1, 2021 through March 31, 2022.</li> <li>• Submit Semi-Annual Section 3 Report for the period of October 1, 2021 through March 31, 2022</li> <li>• Submit Annual Section 3 Report for the period of October 1, 2021 through September 30, 2022.</li> <li>• Submit final Annual Client Income Certification Report for the period of January 6, 2021 through January 5, 2022.</li> </ul>
<b>January 15, 2022</b>	<ul style="list-style-type: none"> <li>• Submit Single Audit Statement for CY2021. Arrange for Single Audit, if applicable.</li> </ul>

Due Date	Activity
<b>September 25, 2022</b>	<ul style="list-style-type: none"> <li>• Submit Single Audit Report for CY2021 to federal Single Audit Clearinghouse and email proof of submission to DEHCR, if the Grantee was required to complete a Single Audit for CY2021.</li> </ul>
<b>January 15, 2023</b>	<ul style="list-style-type: none"> <li>• Submit Single Audit Statement for CY2022. Arrange for Single Audit, if applicable.</li> </ul>
<b>September 25, 2023</b>	<ul style="list-style-type: none"> <li>• Submit Single Audit Report for CY2022 to federal Single Audit Clearinghouse and email proof of submission to DEHCR, if the Grantee was required to complete a Single Audit for CY2022.</li> </ul>

**ATTACHMENT B****BUDGET**

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

<b>Project</b>	<b>CDBG CLOSE Award Amount</b>	<b>Grantee Match Amount</b>	<b>Total</b>
Re-Entry Program Implementation	\$ 370,000	\$0	\$ 370,000

**Grantee Match:**

The Grantee has no match requirement to receive the full CDBG Award Amount for this project.

**Engineering/Architectural Costs:**

No Engineering/Architectural costs are allowed for this project.

**Program Implementation:**

Program implementation costs for the purposes of this Agreement to be paid with the CDBG CLOSE funds shall not exceed \$370,000. Any expenditure that exceeds this amount may be counted as Match funds for the CDBG project.



**ATTACHMENT C**

**SOURCE OF FUNDS**

**Program Name:** The United States Government, through the Housing and Community Development Act (HCDA) of 1974, as amended, has established the Community Development Block Grant (CDBG) Program and has allowed each State to elect to administer CDBG funds for its non-entitlement areas, subject to certain conditions.

**CFDA #:** The CFDA Number for the CDBG Program is 14.228.

**Federal Award Identification Number (FAIN):** N/A Program Income PY19 from the RLF Closeout

**Federal Award Date:** N/A Program Income

**Total Amount of the Federal Award:** N/A Program Income

**Amount of Federal Funds Obligated by this Award:** \$370,000

**Funding Source:**

The funds awarded under this Agreement have been encumbered and are subject to continued availability of funding from the U.S. Department of Housing and Urban Development.

**The contact information for the federal awarding official is:**

Renee Ryles  
Acting Director, CPD

U.S. Department of Housing and Urban Development  
Midwest Milwaukee Field Office  
310 West Wisconsin Avenue, Suite 950  
Milwaukee, WI 53203-2289

Phone: 202-402-4609  
Renee.Ryles@hud.gov  
Fax: 414-935-6779

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

Susan Brown, Division Administrator

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

Phone: 608-266-2035  
susan.brown@wisconsin.gov

**ATTACHMENT D****METHOD OF PAYMENT****CDBG Funds:**

CDBG funds awarded through this Agreement shall be released upon submission of required reporting. Request for final payment of any and all funds awarded by this Agreement, including Project and administrative funds, must be received by the Department as set forth in the Time Table in the Attachments. If the cost of making payments to eligible CDBG Grantees under this and other outstanding CDBG Agreements exceeds the total amount appropriated by HUD, the Department, in its sole discretion, may:

1. Prorate and reduce the amount payable to the Grantee hereunder;
2. Terminate this Agreement under the Articles.

10% of the total grant award, up to a maximum of \$25,000, will be withheld from disbursement until the Grantee successfully completes the Project and submits Project Completion documentation. The Department must approve the Project Completion report for the Project to be considered complete.

Upon receipt by the Department of all CDBG program required working documents, Grantee may request CDBG funds.

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

**Project Funds:**

Project funds will be disbursed pursuant to the Budget described in the Attachments. The Grantee is responsible for requesting all payments as described in Financial Management chapter of the Department's Program Implementation Handbook.

**Administrative Funds:**

CDBG administrative funds are to be disbursed pursuant to the Budget described in the Attachments and according to the procedures in the Department's Program Implementation Handbook.

**Matching Funds:**

The Grantee does not have a match requirement to receive the full CDBG Award Amount for this project.

## ATTACHMENT E

### REPORTING REQUIREMENTS

The Grantee agrees to follow the reporting procedures of the Department as specified in the most recently published Program Implementation Handbook and 24 CFR 570, and any subsequent revisions including but not limited to:

**Reporting:**

The Reporting shall be in the form as described in the Program Implementation Handbook.

**Semi-Annual Report:**

For the period of April 1<sup>st</sup> through September 30<sup>th</sup> – the report is due no later than October 15<sup>th</sup>.

For the period of October 1<sup>st</sup> through March 31<sup>st</sup> – the report is due no later than April 15<sup>th</sup>.

A Semi-Annual Report is due at the end of the first semi-annual period during which the Grant Agreement is effective and each subsequent semi-annual reporting period through the term of the Performance Period.

**Single Audit Report:**

The Grantee will submit a Single Audit Statement letter advising the Department whether or not a Single Audit will be performed. The Single Audit Statement letter must be submitted by January 15<sup>th</sup> of each calendar year during the Performance Period and until the Grant Agreement has been closed.

**Section 3 Report:**

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents and for low- or very-low income businesses in connection with projects and activities in their communities. The Semi-Annual Section 3 Report and Annual Section 3 Report are due per the Grant Agreement Time Table in the Attachments.

**Labor Standards Report:**

The U.S. Department of Labor (USDOL) requires federal agencies administering programs subject to Davis-Bacon and Related Act (DBRA) and Contract Work Hours and Safety Standards Act (CWHSSA) to furnish a Semi-annual Labor Standards Enforcement Report, even if the number of hours worked for the reporting period are equal to zero. The report is due per the Grant Agreement Time Table in the Attachments.

**Equal Opportunity Reports:**

Two types of reports are required for equal opportunity reporting compliance:

- Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Report
- Fair Housing Report

The reports are due per the Grant Agreement Time Table in the Attachments.

**Employee Self-Certification Report:**

For CDBG projects that require job creation and/or retention by a Business, reporting of jobs created and/or retained by the Business is required. The Employee Self-Certification Report and supporting documents are due per the Grant Agreement Time Table in the Attachments.

**Project Completion Report:**

Project Completion Report must be submitted no later than 60 days after the end of Construction Completion as defined in the Attachments of this Agreement. The report shall be in the format designated by the Department and include a summary of program performance compared to program goals for the total Performance Period and use of program income.

**Additional Reports and Information:**

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

## ATTACHMENT F

### PROGRAM RULES

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, and these Program Rules, these Program Rules shall take precedent.

The Grantee shall comply with the Program Rules as follows:

#### 1. DEPARTMENT POLICIES AND PROCEDURES

The Grantee agrees to follow policies and procedures of the Department including but not limited to the most recently published Program Implementation Handbook and 24 CFR 570, and any subsequent amendments or changes.

The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the CDBG Program.

In the event of a conflict between Department policies and procedures and 24 CFR 570, the Department, in its discretion, shall determine which Department policies and procedures or parts of Department policies and procedures apply.

#### 2. FAIR HOUSING

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

The Grantee will accomplish the following three Fair Housing activities, as specified in the Grantee's CDBG application and response to the pre-agreement letter, to further Fair Housing throughout the distribution area according to Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- Enact, strengthen, or advertise a local fair housing law;
- The County will display a fair housing poster or provide fair housing information at an appropriate public place; and
- Initiate a public education program on fair housing, involving, for example, representatives of fair housing groups, human relations' bodies, minority organizations, the real estate industry, and government, through local media. This could include talks on the community's housing opportunities.

These activities must be completed no later than **March 31, 2020**. Failure to complete the activities will result in suspension of funds until the activities are completed.

#### 3. AMENDMENT

The Grantee understands that the Department will not entertain a request for an Agreement amendment within 30 days of the end of this Agreement.

#### 4. ADMINISTRATIVE STAFF

The Grantee shall maintain a staff sufficient to administer the CDBG activities. All records shall be kept at the Grantee's official location or at the office of the contract grant administrator during the period of the Agreement. However, at completion of the Project all records shall be in the possession of the Grantee and maintained at the Grantee's official location. All subcontracts for the administration of this Agreement must be submitted to the Department for review prior to execution.

**5. MONITORING**

The Grantee will be monitored at least once during the Performance Period of the Agreement. Grantees may be monitored on-site at the Grantee's office or the Grantee will be asked to submit their files to the Department for a desk monitoring session.

**6. ENVIRONMENTAL PROTECTION**

The Grantee's chief executive officer shall assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR 58. The Grantee and its chief executive officer hereby consent to the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities. The Grantee shall comply with the terms in the Environmental Review section of the Program Implementation Handbook.

**7. LABOR STANDARDS**

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276a-5, the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, and other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Program Implementation Handbook.

**8. ACQUISITION/RELOCATION**

The Grantee shall:

- Comply with Ch. 32, Wis. Stats., and related administrative rules issued by the Wisconsin Department of Administration.
- Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the Wisconsin Department of Transportation Implementing Instructions related to 49 CFR Part 24.
- Refer to the Acquisition and Relocation section of the Program Implementation Handbook for further requirements.
- Develop and comply with the Residential Displacement and Relocation Plan certification pursuant to Section 104(d)(1) of the HCDA.
- Provide certification of protection of individuals to engage in non-violent civil rights demonstration pursuant to Section 104(1) of the HCDA.
- Provide all applicable certifications under Section 106(d)(7) of the HCDA.

**9. ACQUISITION AND DISPOSITION OF PROPERTY AND EQUIPMENT**

The Grantee shall comply with the Procurement Policy section of the Program Implementation Handbook and account for any tangible personal property acquired with CDBG funds. All proceeds derived from the disposition of real property acquired with CDBG funds shall be treated as Program Income as described within this Agreement.

**10. LOBBYING**

The Grantee shall comply with Section 319 of Public Law 101-102 and 24 CFR Part 87. The Grantee shall maintain a file containing signed copies of 24 CFR 87, Appendix A, 'Certification Regarding Lobbying', and 24 CFR 87, Appendix B, 'Disclosure of Lobbying Activities' for all contracts, if applicable.

**11. RECORD KEEPING**

The Grantee must maintain all documentation relative to the Project and program requirements specified in this Agreement, Implementation Handbook, Code of Federal Regulations, Wisconsin Statutes, and other pertinent requirements. In general, records are to be retained indefinitely until notified by the DOA that the records may be disposed of, unless there is litigation, claims, negotiations, or other actions involving the records, which started before the notification has been received from DOA. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or until receipt of DOA disposal notification, whichever is longer.

Representatives of the State of Wisconsin, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of a sub recipient to make audits, examinations, excerpts, and transcripts. (24 CFR 85.10 (e) and 84.53 (e)).

## **12. PROGRAM INCOME**

Program Income means gross income received by the Grantee directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source. If at any time changes in the use of Program Income are considered, the Grantee shall submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee shall return the Program Income balance and any additional Program Income accrued to the State by January 31 of the following year.

## **13. FAILURE TO PERFORM**

The Department shall require repayment for failure to perform, including, but not limited to, any failure to meet any HUD national objective.