

Dane County Contract Cover Sheet

Revised 06/2021

BAF # 22096
 Acct: DRS
 Mgr: OUCHAKOF
 Budget Y/N: N

Res 117

Dept./Division	Human Services /HAA		
Vendor Name	City of Fitchburg	MUNIS #	1383
Brief Contract Title/Description	Cooperation Agreement with the City of Fitchburg and submit the signed agreement to the U.S. Department of Housing and Urban Development for the purpose of continuing the inclusion of the City Fitchburg in the Dane County Urban County Consortium in 2023.		
Contract Term	3 years (1/1/2023 - 12/31/2025)		
Contract Amount			

Contract # Admin will assign	14817
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	Joyce Frey, Economic Development Specialist
Phone #	608-242-6391	Phone #	608-270-4246
Email	dcdhscontracts@countyofdane.com	Email	Joyce.Frey@Fitchburgwi.gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	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 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	117
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL	
Dept. Head / Authorized Designee	
lheukumere, Astra	Digitally signed by lheukumere, Astra Date: 2022.08.05 15:03:12 -05'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 8/5/22	Date Out: _____
<input type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, August 8, 2022 9:44 AM
To: Hicklin, Charles; Rauti, Susan; Rogan, Megan; Lowndes, Daniel; Krohn, Margaret
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14817
Attachments: 14817.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Rauti, Susan	Read: 8/8/2022 9:45 AM	Approve: 8/8/2022 10:04 AM
	Rogan, Megan	Read: 8/8/2022 9:50 AM	Approve: 8/8/2022 9:50 AM
	Lowndes, Daniel	Read: 8/8/2022 10:27 AM	Approve: 8/8/2022 10:28 AM
	Krohn, Margaret		Approve: 8/8/2022 2:58 PM
	Stavn, Stephanie	Read: 8/8/2022 1:09 PM	
	Oby, Joe		

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

Meg – please note that I routed this exact kind of agreement last week (with other municipalities) and they were approved by Chuck.

Contract #14817

Department: Human Services

Vendor: City of Fitchburg

Contract Description: Cooperation Agreement for entitlement status as an Urban County for participation in the CDBG & HOME Programs (Res 117)

Contract Term: 1/1/23 – 12/31/25

Contract Amount: \$--

Thanks much,
Michelle

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

AMENDED COOPERATION AGREEMENT
Urban County Program

THIS AGREEMENT entered into this 28th day of July 2022, by and between the County of Dane, Wisconsin (hereinafter referred to as "COUNTY" OR "Urban County") and the (city) [village] of Fitchburg (hereinafter referred to as "MUNICIPALITY");

WITNESSETH:

WHEREAS the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended (hereinafter referred to as "the HCD Act"), providing federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "the NAH Act") providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as "HOME") which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and expand the long-term supply of affordable housing; and

WHEREAS the HCD Act and the NAH Act make possible the allocation of funds to COUNTY for the purpose of undertaking only community development and housing program activities identified in Section 105 of the HCD Act and housing activities identified in the NAH Act; and

WHEREAS COUNTY is applying to be qualified by the United States Department of Housing as an Urban County eligible to receive Community Development Block Grant (hereinafter referred to as "CDBG") for federal fiscal years 2023, 2024 and 2025; and

WHEREAS the HCD Act recognizes that MUNICIPALITY may enter into a cooperation agreement with COUNTY in order to undertake housing and community development activities as authorized in the HCD Act and in the NAH Act; and

WHEREAS HUD, pursuant to Notice CPD-22-07, allows existing Urban Counties to include communities previously not participating in the Urban County; and

WHEREAS COUNTY and MUNICIPALITY have determined that joint action is an effective way to accomplish the purposes of the HCD Act and the NAH Act; and

WHEREAS counties in Wisconsin, pursuant to Section 59.01 of the Wisconsin Statutes, and municipalities in Wisconsin, pursuant to Section 66.0301 of the Wisconsin Statutes, have the necessary authority to enter into contracts of the type herein contemplated;

50 NOW THEREFORE, upon the consideration of the mutual promises contained
51 herein, it is agreed between COUNTY and MUNICIPALITY as follows:

52
53 PURPOSE

54
55 The purpose of this Agreement is to establish the mutual desire to cooperate to
56 undertake, or assist in undertaking, community renewal and lower income housing
57 assistance activities, specifically urban renewal and publicly assisted housing, by
58 means of implementing a Consolidated Plan and Annual Action Plan for both HUD
59 CDBG funds as an Urban County for Federal fiscal year 2023 appropriations and
60 from any program income generated from the expenditure of such funds, and HUD
61 HOME funds, if received, from appropriations in the same federal fiscal year and from
62 any program income generated from the expenditure of such funds.

63
64
65 CONSIDERATION

66
67 MUNICIPALITY, by the execution of this Cooperation Agreement, agrees to have its
68 population, its number of impoverished residents, its extent of housing over-crowding,
69 its age of housing and other applicable statistics, all as defined in the HCD Act and
70 the NAH Act, included in the formula allocations set forth in the HCD Act and in the
71 NAH Act for the purpose of determining the allocation of funds to COUNTY as an
72 Urban County, as defined in the HCD Act and the NAH Act, as amended. COUNTY
73 agrees to include MUNICIPALITY as part of its Annual Action Plan, to be submitted
74 to HUD under the terms and conditions of the HCD Act and the NAH Act.

75
76
77 RESTRICTIONS

78
79 Neither COUNTY nor MUNICIPALITY shall have a veto or other restrictive power
80 which would in any way limit the cooperation of the parties to this Agreement or any
81 other cooperating units of government in achieving the activities set forth in the
82 Consolidated Plan, the Annual Action Plan, and any other CDBG submissions or
83 HOME submissions for the program years covered by this Agreement.

84
85
86 TERM

87
88 The term of this Agreement shall be three (3) years commencing January 1, 2023
89 and continuing through the entire Program Year of 2025, the third year of COUNTY's
90 Urban County qualification period, and for such additional time as may be established
91 under the automatic renewal terms of this section or as may be required for the
92 expenditure of the CDBG and HOME funds granted to COUNTY for such period and
93 the related program income, as defined by HUD regulations. Neither the COUNTY
94 nor the MUNICIPALITY executing this Agreement shall have the opportunity to opt
95 out of the Urban County Program during the period that this Agreement is in effect.

96
97 This Agreement shall be automatically renewed for participation in future three-year
98 qualification periods, unless COUNTY or MUNICIPALITY provides written notice to

99 the other party that it elects not to participate in a new qualification period by the date
100 specified in HUD's urban county qualification notice for the next qualification period.
101 COUNTY shall provide a copy of any such notice to the HUD Field Office. By the
102 date specified in HUD's urban county qualification notice for the next qualification
103 period, COUNTY shall notify MUNICIPALITY of its right not to participate in the next
104 qualification period.
105

106 Both COUNTY and MUNICIPALITY shall adopt any amendment to the Agreement
107 incorporating changes necessary to meet the requirements for cooperation
108 agreements set forth in HUD's urban county qualification notice for a future three-
109 year urban county qualification period. COUNTY shall submit such amended
110 Agreement to HUD as provided in the urban county qualification notice. Failure to
111 comply shall void the automatic renewal of such subsequent qualification period.
112

113 PROVISIONS

114
115 COUNTY and MUNICIPALITY agree to cooperate to undertake, or assist in
116 undertaking, community renewal and lower-income housing assistance activities.
117 COUNTY and MUNICIPALITY further agree to undertake all actions necessary to
118 assure compliance with Dane County's certification required by Section 104(b) of
119 Title I of the Housing and Community Development Act of 1974. The grant will be
120 conducted and administered in conformity with Title VI of the Civil Rights Act of 1964,
121 and the implementing regulations at 24 CFR part 1, and the Fair Housing Act and the
122 implementing regulations at 24 CFR part 100, and will affirmatively further fair
123 housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing
124 Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR
125 5.151 and 5.152.
126

127
128 COUNTY and MUNICIPALITY further agree to comply with section 109 of Title I of
129 the Housing and Community Development Act of 1974 and the implementing
130 regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation
131 Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the
132 Americans with Disabilities Act, and the implementing regulation at 28 CFR part 35,
133 the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part
134 146, and Section 3 of the Housing and Urban Development Act of 1968 and other
135 applicable laws.
136

137 Urban County funding is prohibited for activities in, or in support of, any cooperating
138 unit of local government that does not affirmatively further fair housing within its own
139 jurisdiction or that impedes COUNTY's actions to comply with its fair housing
140 certification.
141

142 COUNTY and MUNICIPALITY acknowledge that a unit of general local government
143 may not sell, trade, or otherwise transfer all or any portion of CDBG funds covered by
144 this agreement to another such metropolitan city, urban county, unit of general local
145 government, or Indian tribe, or insular area that directly or indirectly receives CDBG
146 funds in exchange for any other funds, credits or non-Federal considerations, but

147 must use such funds for activities eligible under title I of the Housing and Community
148 Development Act of 1974, as amended.

149

150 MUNICIPALITY understands that by executing this Cooperation Agreement, it may
151 not apply for grants from appropriations under the State Small Cities or State CDBG
152 programs for fiscal years during the period in which it participates in COUNTY's
153 CDBG program, and

154

155 MUNICIPALITY may receive a formula allocation under the HOME program only
156 through COUNTY, and even if COUNTY does not receive a HOME formula
157 allocation, MUNICIPALITY cannot form a HOME consortium with other local
158 governments.

159

160 Non-compliance by MUNICIPALITY with any of the provisions above may constitute
161 non-compliance by COUNTY which may provide cause for funding sanctions or other
162 remedial actions by HUD.

163

164 Nothing contained in this Agreement shall deprive MUNICIPALITY of any power of
165 zoning, development control or other lawful authority which it presently possesses.

166

167 MUNICIPALITY must inform COUNTY of any income generated by the expenditure
168 of CDBG or HOME funds received by MUNICIPALITY. Any such program income
169 must be paid to COUNTY, or, if the completion of an approved activity should require
170 the use of program income, MUNICIPALITY may retain said income upon mutual
171 agreement of COUNTY and MUNICIPALITY. Any program income MUNICIPALITY
172 is authorized to retain may only be used for eligible activities in accordance with all
173 CDBG and HOME requirements as may then apply.

174

175 MUNICIPALITY must establish and maintain appropriate record-keeping and
176 reporting of any retained program income and make such available to COUNTY in
177 order that COUNTY can meet its monitoring and reporting responsibilities to HUD.

178

179 Pursuant to 24 CFR 570.501(b), MUNICIPALITY is subject to the same requirements
180 applicable to subrecipients, including the requirement of a written agreement set forth
181 in 24 CFR 570.503.

182

183 If the Dane County Urban County Program is, at some future date, closed out, or if
184 the status of MUNICIPALITY's participation in the Dane County Urban County
185 Program changes, any program income retained by MUNICIPALITY, or received
186 subsequent to the close-out or change in status, shall be paid to COUNTY.

187

188 MUNICIPALITY attests that it has adopted and is enforcing:

189

190 1. A policy prohibiting the use of excessive force by law enforcement agencies
191 within its jurisdiction against any individuals engaged in non-violent civil rights
192 demonstrations, and

193

194 2. A policy of enforcing applicable State and local laws against physically barring
195 entrance to or exit from a facility or location which is the subject of such nonviolent
196 civil rights demonstrations within its jurisdiction.
197

198 If MUNICIPALITY utilizes, in whole or in part, funds covered by this Agreement to
199 acquire or improve real property that is or will be within the control of MUNICIPALITY,
200 then the following standards shall apply:
201

202 1. MUNICIPALITY will notify COUNTY of any modification or change in the use of
203 the real property from that planned at the time of the acquisition or improvement,
204 including disposition, and,
205

206 2. MUNICIPALITY will, if acquired or improved property is sold or transferred for a
207 use which is not an eligible CDBG or HOME activity, as applicable, reimburse
208 COUNTY in an amount equal to the current fair market value (less any portion
209 thereof attributable to expenditures of non-CDBG or HOME funds); and,
210

211 3. Program income generated from the disposition or transfer of property acquired
212 or improved in whole or in part with CDBG or HOME funds prior to or subsequent to
213 the close-out, change of status, or termination of this Agreement shall be treated
214 under the provisions of this Agreement concerning program income.
215

216 The above Cooperation Agreement has been authorized by the governing body of
217 City of Fitchburg by resolution dated July 26, 2022 and is
218 executed this day of 2022, by the Mayor of Fitchburg and the Clerk of
219 City of Fitchburg.
220

221 [Signature]
222
223 Mayor

[Signature]
224 Clerk

225 The above Cooperation Agreement has been authorized by the Dane County Board
226 of Supervisors, by resolution, dated _____ (copy attached), and is executed
227 this _____ by the County Executive of Dane County.
228

229 _____
230 Joe Parisi
231 County Executive
232

233 The terms and provisions of the above Cooperation Agreement are fully authorized
234 under State and local law and the Cooperation Agreement provides full legal
235 authority for the County of Dane to undertake or assist in undertaking essential
236 community development and housing assistance activities, specifically urban renewal
237 and lower income housing activities. The above Cooperation Agreement includes the
238 language required by 24 CFR 570 and CPD Notice 22-07.
239

240 Dated this _____ day of _____

241 Rauti, Susan
242 Digitally signed by Rauti, Susan
Date: 2022.08.08 10:01:57
-05'00'
243 Susan Rauti _____

244
245
246
247
248

Assistant Corporation Counsel
State Bar # 1037944 _____