

Dane County Contract Cover Sheet

Revised 04/2021

RES 079

BAF # 21097
 Acct: DRS
 Mgr: BECKER
 Budget Y/N: N

| | | | |
|----------------------------------|---|---------|------|
| Dept./Division | Human Services / HAA | | |
| Vendor Name | Village of Maple Bluff | MUNIS # | 8467 |
| Brief Contract Title/Description | Cooperation agreement to participate in the Dane County Urban County Consortium (UCC) program | | |
| Contract Term | 1/1/2022 - 12/31/2022 | | |
| Contract Amount | | | |

| Contract # Admin will assign | 14399 |
|-------------------------------------|----------------------|
| 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 | Rene Dopkins, Deputy Clerk |
| Phone # | 608-242-6391 | Phone # | 608-244-3048 x 100 |
| Email | larson.spring@countyofdane.com | Email | rdopkins@villageofmaplebluff.com |
| Purchasing Officer | | Send completed contract to vendor? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

| | | |
|----------------------|--|-----------|
| 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: | |
| | Year | Org: | Obj: | Proj: | |
| | | Org: | Obj: | Proj: | |

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

| | | | |
|---|---|-------|------|
| Resolution Required if contract exceeds \$100,000 (\$40,000 PW) | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) | | |
| | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required. | Res # | 79 |
| | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet. | Year | 2021 |

| 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 – Department | |
|----------------------------------|---|
| Dept. Head / Authorized Designee |  |

| APPROVAL – Major Contracts Exceeding \$100,000 – DCO Section 25.11(3) | | | |
|---|--|---------------------|--|
| Director of Administration | | Corporation Counsel | |

| APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached | | | |
|--|------------------------|-----------------|---|
| DOA: | Date In: <u>7/1/21</u> | Date Out: _____ | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, July 8, 2021 11:20 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Rauti, Susan; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14399
Attachments: 14399.pdf

| Tracking: | Recipient | Read | Response |
|------------------|----------------------------|-------------------------|----------------------------|
| | Hicklin, Charles | Read: 7/8/2021 3:49 PM | Approve: 7/8/2021 3:49 PM |
| | Patten (Purchasing), Peter | | Approve: 7/8/2021 11:31 AM |
| | Rauti, Susan | Read: 7/8/2021 11:20 AM | Approve: 7/8/2021 11:33 AM |
| | Lowndes, Daniel | Read: 7/14/2021 9:10 AM | Approve: 7/14/2021 9:13 AM |
| | Stavn, Stephanie | Read: 7/8/2021 3:48 PM | |
| | Oby, Joe | | |

Contract #14399

Department: Human Services

Vendor: Village of Maple Bluff

Contract Description: Cooperation Agreement to participate in the Dane County Urban County Consortium program (Res 079)

Contract Term: 1/1/22 – 12/31/22

Contract Amount: \$--

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

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 in accordance with COVID 19 response guidelines.

1 **2021 RES-079**

2 **APPROVING THE ADDITION OF VILLAGE OF MAPLE BLUFF TO THE DANE COUNTY**
3 **URBAN COUNTY CONSORTIUM**
4 **DCDHS- HAA DIVISION**
5

6 In December 1999, 43 communities in Dane County, outside the City of Madison, came together
7 to form the Dane County Urban County Consortium (UCC). This consortium allowed the County
8 to become eligible to receive Community Development Block Grant (CDBG) funds from the U.S.
9 Department of Housing and Urban Development (HUD) for the first time. CDBG dollars fund a
10 variety of housing and community development activities targeted towards low- and moderate-
11 income persons. By being part of the UCC, participating units of local government may also
12 participate in the Home Investment Partnerships (HOME) program as Dane County receives
13 HOME funding. Additional communities have elected to join the Consortium over the years such
14 that 56 communities currently participate.

15 These communities sign three-year Cooperation Agreements that automatically renew for each
16 three-year period that Dane County qualifies for entitlement status as an Urban County for
17 participation in the CDBG program, and as a HOME Consortium for participation in the HOME
18 Investment Partnerships program. The current qualification period is for FY 2020-2022.

19 The Village of Maple Bluff has elected to participate in the UCC program and has signed a
20 Resolution authorizing the Village to join the UCC beginning in 2022. An executed Cooperation
21 Agreement must be signed by the County and submitted to HUD for approval.

22 The Village of Maple Bluff adds 1,405 in population to the Urban County Consortium, bringing the
23 total participating to 96% of the eligible Dane County population outside the City of Madison. A
24 higher participation rate of eligible units of local government in the UCC allows for a more
25 comprehensive approach for the CDBG program because Dane County CDBG and HOME dollars
26 can only be spent in participating communities.

27 NOW, THEREFORE, BE IT RESOLVED that the Dane County CDBG Commission and County
28 Board express their appreciation to the existing communities in the Dane County Urban County
29 Consortium and welcome the Village of Maple Bluff; and,

30 BE IT FINALLY RESOLVED that the County Executive is authorized to sign the above referenced
31 Cooperation Agreement with the Village of Maple Bluff and submit the signed agreement to the
32 U.S. Department of Housing and Urban Development for the purpose of including the Village of
33 Maple Bluff in the Dane County Urban County Consortium beginning in 2022.

**AMENDED COOPERATION AGREEMENT
Urban County Program**

THIS AGREEMENT entered into this ____ day of _____ 2021, by and between the County of Dane, Wisconsin (hereinafter referred to as "COUNTY" OR "Urban County") and the [city] [village] of Village of Maple Bluff (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 was 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 2020, 2021 and 2022; 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-21-06, 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;

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

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PURPOSE

54 The purpose of this Agreement is to establish the mutual desire to cooperate to
55 undertake, or assist in undertaking, community renewal and lower income housing
56 assistance activities, specifically urban renewal and publicly assisted housing, by
57 means of implementing a Consolidated Plan and Annual Action Plan for both HUD
58 CDBG funds as an Urban County for Federal fiscal year 2022 appropriations and
59 from any program income generated from the expenditure of such funds, and HUD
60 HOME funds, if received, from appropriations in the same federal fiscal year and from
61 any program income generated from the expenditure of such funds.

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CONSIDERATION

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

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RESTRICTIONS

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

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TERM

85 The term of this Agreement shall be three (1) years commencing January 1, 2022
86 and continuing through the entire Program Year of 2022, the third year of COUNTY's
87 Urban County qualification period, and for such additional time as may be established
88 under the automatic renewal terms of this section or as may be required for the
89 expenditure of the CDBG and HOME funds granted to COUNTY for such period and
90 the related program income, as defined by HUD regulations. Neither the COUNTY
91 nor the MUNICIPALITY executing this Agreement shall have the opportunity to opt
92 out of the Urban County Program during the period that this Agreement is in effect.

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

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

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

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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 100, and will affirmatively further
122 fair housing. COUNTY and MUNICIPALITY further agree to comply with section 109
123 of Title I of the Housing and Community Development Act of 1974 and the
124 implementing regulations at 24 CFR part 6, which incorporates Section 504 of the
125 Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II
126 of the Americans with Disabilities Act, and the implementing regulation at 28 CFR
127 part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24
128 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968
129 and other applicable laws.
130

131 Urban County funding is prohibited for activities in, or in support of, any cooperating
132 unit of local government that does not affirmatively further fair housing within its own
133 jurisdiction or that impedes COUNTY's actions to comply with its fair housing
134 certification.
135

136 COUNTY and MUNICIPALITY acknowledge that a unit of general local government
137 may not sell, trade, or otherwise transfer all or any portion of CDBG funds covered by
138 this agreement to another such metropolitan city, urban county, unit of general local
139 government, or Indian tribe, or insular area that directly or indirectly receives CDBG
140 funds in exchange for any other funds, credits or non-Federal considerations, but
141 must use such funds for activities eligible under title I of the Housing and Community
142 Development Act of 1974, as amended.
143

144 MUNICIPALITY understands that by executing this Cooperation Agreement, it may
145 not apply for grants from appropriations under the State Small Cities or State CDBG

146 programs for fiscal years during the period in which it participates in COUNTY's
147 CDBG program, and

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149 MUNICIPALITY may receive a formula allocation under the HOME program only
150 through COUNTY, and even if COUNTY does not receive a HOME formula
151 allocation, MUNICIPALITY cannot form a HOME consortium with other local
152 governments.

153
154 Non-compliance by MUNICIPALITY with any of the provisions above may constitute
155 non-compliance by COUNTY which may provide cause for funding sanctions or other
156 remedial actions by HUD.

157
158 Nothing contained in this Agreement shall deprive MUNICIPALITY of any power of
159 zoning, development control or other lawful authority which it presently possesses.

160
161 MUNICIPALITY must inform COUNTY of any income generated by the expenditure
162 of CDBG or HOME funds received by MUNICIPALITY. Any such program income
163 must be paid to COUNTY, or, if the completion of an approved activity should require
164 the use of program income, MUNICIPALITY may retain said income upon mutual
165 agreement of COUNTY and MUNICIPALITY. Any program income MUNICIPALITY
166 is authorized to retain may only be used for eligible activities in accordance with all
167 CDBG and HOME requirements as may then apply.

168
169 MUNICIPALITY must establish and maintain appropriate record-keeping and
170 reporting of any retained program income and make such available to COUNTY in
171 order that COUNTY can meet its monitoring and reporting responsibilities to HUD.

172
173 Pursuant to 24 CFR 570.501(b), MUNICIPALITY is subject to the same requirements
174 applicable to subrecipients, including the requirement of a written agreement set forth
175 in 24 CFR 570.503.

176
177 If the Dane County Urban County Program is, at some future date, closed out, or if
178 the status of MUNICIPALITY's participation in the Dane County Urban County
179 Program changes, any program income retained by MUNICIPALITY, or received
180 subsequent to the close-out or change in status, shall be paid to COUNTY.

181
182 MUNICIPALITY attests that it has adopted and is enforcing:

183
184 1. A policy prohibiting the use of excessive force by law enforcement agencies
185 within its jurisdiction against any individuals engaged in non-violent civil rights
186 demonstrations, and

187
188 2. A policy of enforcing applicable State and local laws against physically barring
189 entrance to or exit from a facility or location which is the subject of such nonviolent
190 civil rights demonstrations within its jurisdiction.

191
192 If MUNICIPALITY utilizes, in whole or in part, funds covered by this Agreement to
193 acquire or improve real property that is or will be within the control of MUNICIPALITY,
194 then the following standards shall apply:

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1. MUNICIPALITY will notify COUNTY of any modification or change in the use of the real property from that planned at the time of the acquisition or improvement, including disposition, and,
2. MUNICIPALITY will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG or HOME activity, as applicable, reimburse COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or HOME funds); and,
3. Program income generated from the disposition or transfer of property acquired or improved in whole or in part with CDBG or HOME funds prior to or subsequent to the close-out, change of status, or termination of this Agreement shall be treated under the provisions of this Agreement concerning program income.

The above Cooperation Agreement has been authorized by the governing body of Village of MAPLE BLUFF by resolution dated 11 May 2021 and is executed this day of 2021, by the President of MAPLE BLUFF and the Clerk of Village of MAPLE BLUFF.

 
 President Clerk-Deputy

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

 Joe Parisi
 County Executive

The terms and provisions of the above Cooperation Agreement are fully authorized under State and local law and the Cooperation Agreement provides full legal authority for the County of Dane to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and lower income housing activities. The above Cooperation Agreement includes the language required by 24 CFR 570 and CPD Notice 21-06-04.

Dated this _____ day of _____, 2021.

 Susan Rauti
 Assistant Corporation Counsel
 State Bar # 1037944 _____