

Dane County Contract Cover Sheet

Revised 06/2021

Res 105

BAF # 23091
 Acct: Seitz
 Mgr: Cervantes
 Budget Y/N: N

Dept./Division	Human Services /HAA		
Vendor Name	Village of Marshall	MUNIS #	8468
Brief Contract Title/Description	Cooperation agreement with the Village of Marshall. The Village of Marshall will be included in the Dane County Urban County Consortium beginning 10/1/2023.		
Contract Term	To join the UCC beginning 10/1/2023		
Contract Amount	\$ 0.00		

Contract # Admin will assign	15168
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	Chris Campbell, Village President
Phone #	608-242-6391	Phone #	608-655-4017
Email	dcdhscontracts@countyofdane.com	Email	ccampbell@marshall-wi.com
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 #	105
	<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 checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 7/12/23

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

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, July 21, 2023 2:55 PM
To: Hicklin, Charles; Lowndes, Daniel; Rogan, Megan
Cc: Oby, Joe
Subject: Contract #15168
Attachments: 15168.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/25/2023 10:27 AM	Approve: 7/25/2023 10:27 AM
	Lowndes, Daniel	Read: 7/24/2023 8:16 AM	Approve: 7/24/2023 8:16 AM
	Rogan, Megan	Read: 7/21/2023 3:19 PM	Approve: 7/21/2023 3:19 PM
	Oby, Joe		

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

Contract #15168
Department: Human Services
Vendor: Village of Marshall
Contract Description: Cooperation Agreement to be included in the Dane County Urban County Consortium
Contract Term: 10/1/23
Contract Amount: \$--

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.

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3 **2023 RES-105**

4 **APPROVING THE ADDITION OF VILLAGE OF MARSHALL TO THE DANE COUNTY**
5 **URBAN COUNTY CONSORTIUM**
6 **DCDHS – HAA DIVISION**

7 In December 1999, 43 communities in Dane County, outside the City of Madison, came
8 together to form the Dane County Urban County Consortium (UCC). This consortium
9 allowed the County to become eligible to receive Community Development Block Grant
10 (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) for
11 the first time. CDBG dollars fund a variety of housing and community development
12 activities targeted towards low- and moderate- income persons. By being part of the
13 UCC, participating units of local government may also participate in the HOME
14 Investment Partnerships (HOME) program as Dane County receives HOME funding.
15 Additional communities have elected to join the Consortium over the years such that 55
16 communities currently participate.

17
18 These communities sign three-year Cooperation Agreements that automatically renew
19 for each three-year period that Dane County qualifies for entitlement status as an Urban
20 County for participation in the CDBG program, and as a HOME Consortium for
21 participation in the HOME Investment Partnerships program. The current qualification
22 period is for FY 2023 – 2025.

23
24 The Village of Marshall has elected to participate in the UCC program and has signed a
25 Resolution authorizing the Village to join the UCC beginning October 1, 2023. An
26 executed Cooperation Agreement must be signed by the County and submitted to HUD
27 for approval.

28
29 The Village of Marshall adds 3,824 in population to the Urban County Consortium,
30 bringing the total participating municipalities to 56 communities eligible in the Dane
31 County population outside the City of Madison. A higher participation rate of eligible units
32 of local government in the UCC allows for a more comprehensive approach for the
33 CDBG program because Dane County CDBG and HOME dollars can only be spent in
34 participating communities.

35
36 **NOW, THEREFORE, BE IT RESOLVED**, that the Dane County CDBG Commission and
37 County Board express their appreciation to the existing communities in the Dane County
38 Urban County Consortium and welcome the Village of Marshall; and

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40 **BE IT FINALLY RESOLVED**, that the County Executive is authorized to sign the above
41 referenced Cooperation Agreement with the Village of Marshall and submit the signed
42 agreement to the U.S. Department of Housing and Urban Development for the purpose
43 of including the Village of Marshall in the Dane County Urban County Consortium
44 beginning on October 1, 2023.



Village of Marshall

RESOLUTION 2023-04

RESOLUTION APPROVING PARTICIPATION In the

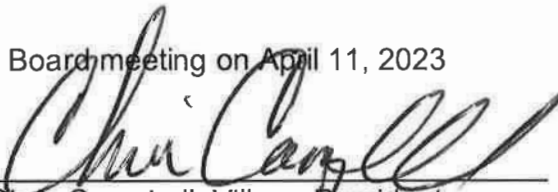
DANE COUNTY URBAN COUNTY CONSORTIUM (DCUCC)

WHEREAS, for several years, the Village of Marshall (Village) participated as a member of the Dane County Urban County Consortium (DCUCC) until 2021 when the Village notified Dane County Community Development Block Grant (CDBG) staff of its desire to withdraw participation; and

WHEREAS, subsequently several residents contacted the Dane County CDBG office to inquire about seeking financial assistance on some of the programs offered; and

NOW, THEREFORE, BE IT RESOLVED, at its April 11, 2023, the Village Board for the Village of Marshall, approved a motion to re-join the Dane County Urban County Consortium and authorized staff to execute necessary documents to participate in the DCUCC as of October 1, 2023.

Adopted by unanimous vote at the Village Board meeting on April 11, 2023


Chris Campbell, Village President


Denise Bleecker, Deputy Village Clerk

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AMENDED COOPERATION AGREEMENT
Urban County Program

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THIS AGREEMENT entered into this 5th day of July 2023, by and between the County of Dane, Wisconsin (hereinafter referred to as "COUNTY" OR "Urban County") and the Village of Marshall (hereinafter referred to as "MUNICIPALITY");

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WITNESSETH:

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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

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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

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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

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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

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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
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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, 2024, and 2025
60 appropriations and from any program income generated from the expenditure of such
61 funds, and HUD HOME funds, if received, from appropriations in the same federal
62 fiscal year and from any program income generated from the expenditure of such
63 funds.
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 RESTRICTIONS
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78 Neither COUNTY nor MUNICIPALITY shall have a veto or other restrictive power
79 which would in any way limit the cooperation of the parties to this Agreement or any
80 other cooperating units of government in achieving the activities set forth in the
81 Consolidated Plan, the Annual Action Plan, and any other CDBG submissions or
82 HOME submissions for the program years covered by this Agreement.
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85 TERM
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87 The term of this Agreement shall be two (2) years commencing October 1, 2023 and
88 continuing through the 2025 federal fiscal year, the third year of COUNTY's Urban
89 County qualification period, and for such additional time as may be established under
90 the automatic renewal terms of this section or as may be required for the expenditure
91 of the CDBG and HOME funds granted to COUNTY for such period and the related
92 program income, as defined by HUD regulations. Neither the COUNTY nor the
93 MUNICIPALITY executing this Agreement shall have the opportunity to opt out of the
94 Urban County Program during the period that this Agreement is in effect.
95

96 This Agreement shall be automatically renewed for participation in future three-year
97 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.
111

112 PROVISIONS 113

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

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

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

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

147

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

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

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

161

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

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

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

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

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

186 MUNICIPALITY attests that it has adopted and is enforcing:
187

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

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

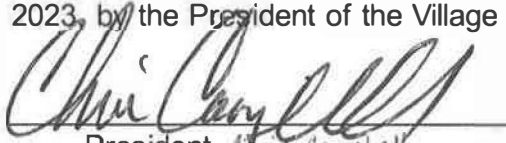
196 If MUNICIPALITY utilizes, in whole or in part, funds covered by this Agreement to
197 acquire or improve real property that is or will be within the control of MUNICIPALITY,
198 then the following standards shall apply:
199

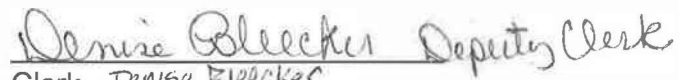
200 1. MUNICIPALITY will notify COUNTY of any modification or change in the use of
201 the real property from that planned at the time of the acquisition or improvement,
202 including disposition, and,
203

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

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

214 The above Cooperation Agreement has been authorized by the governing body of
215 Village of Marshall by resolution dated April 11, 2023 and is executed this day of
216 2023, by the President of the Village of Marshall and the Clerk of Village of Marshall.
217

218 
219 _____
220 President, Chris Campbell
221


Clerk; Denise Bleeker

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

226 _____
227 Joe Parisi
228 County Executive
229

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

237 Dated this 12th day of July, 2023.
238

239 Susan Rauti
240 _____
241 Susan Rauti
242 Assistant Corporation Counsel
243 State Bar # 1037944 SHR