

Dane County Contract Cover Sheet

Revised 03/2025

Res 060

BAF # 25160
Acct: Seitz / Jacobson
Mgr: C Grady
Budget Y/N: N

Dept./Division	Human Services / HAA		
Vendor Name	Town of Dane	MUNIS #	8012
Brief Contract Title/Description	Cooperation Agreement - Urban County Program		
Contract Term	10/1/2025 - 9/30/2028		
Contract Amount			

Contract # Admin will assign	15875
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	Contract Coordination Assistant	Name	David Koenig, Chairperson
Phone #	608-242-6200	Phone #	608-849-7103
Email	dcdhscontracts@danecounty.gov	Email	townofdanechair@gmail.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$13,001 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)		
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Req #	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	

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

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000		
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res #	060
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2025

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

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 6.13.25

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 6/18/25	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, June 20, 2025 10:34 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15875
Attachments: 15875.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/23/2025 10:21 AM	Approve: 6/23/2025 10:21 AM
	Rogan, Megan	Read: 6/20/2025 10:40 AM	Approve: 6/20/2025 10:40 AM
	Gault, David	Read: 6/20/2025 10:53 AM	
	Cotillier, Joshua		Approve: 6/23/2025 9:09 AM
	Stavn, Stephanie	Read: 6/23/2025 11:26 AM	
	Oby, Joe		

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

Contract #15875
Department: Human Services
Vendor: Town of Dane
Contract Description: Cooperation Agreement for Urban County Program (Res 060)
Contract Term: 10/1/25 – 9/30/28
Contract Amount: \$0

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.

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2025 RES-060

**APPROVING THE ADDITION OF TOWN OF DANE TO THE DANE COUNTY
URBAN COUNTY CONSORTIUM
DCDHS – HAA DIVISION**

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

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

The Town of Dane has elected to participate in the UCC program and has signed a Resolution authorizing the Town to join the UCC beginning October 1, 2025, at the start of the next 3-year qualification period. An executed Cooperation Agreement must be signed by the County and submitted to HUD for approval.

The Town of Dane adds 948 in population to the Urban County Consortium, bringing the total participating municipalities to 57 communities eligible in the Dane County population outside the City of Madison. A higher participation rate of eligible units of local government in the UCC allows for a more comprehensive approach for the CDBG program because Dane County CDBG and HOME dollars can only be spent in participating communities.

NOW, THEREFORE, BE IT RESOLVED, that the Dane County CDBG Commission and County Board express their appreciation to the existing communities in the Dane County Urban County Consortium and welcome the Town of Dane; and

BE IT FINALLY RESOLVED, that the County Executive is authorized to sign the above referenced Cooperation Agreement with the Town of Dane and submit the signed agreement to the U.S. Department of Housing and Urban Development for the purpose of including the Town of Dane in the Dane County Urban County Consortium beginning on October 1, 2025.

TOWN OF DANE
RESOLUTION NO. 2025-01

APPROVING PARTICIPATION IN THE DANE COUNTY URBAN COUNTY CONSORTIUM
(DCUCC)

WHEREAS, for several years, the Town of Dane (Town), participated as a member of Dane County Urban Consortium (DCUCC). In 2022 the Town withdrew from participation in DCUCC; and

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

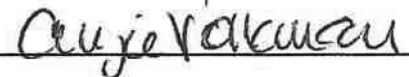
NOW, THEREFORE, BE IT RESOLVED, that the Town of Dane shall participate in the Dane County Urban County Consortium. Town staff are hereby authorized to execute all necessary documents to participate in the DCUCC.

The above and foregoing Resolution was duly adopted at a meeting of the Town Board of the Town of Dane on June 2, 2025, by a vote of 3 in favor and 0 opposed.

BY ORDER OF THE TOWN BOARD

By: 

Dave Koenig, Town Chair

Attest: 

Angie Volkman, Town Clerk

6-2-2025

Date

6/2/25

Date

**COOPERATION AGREEMENT
Urban County Program**

THIS AGREEMENT entered into this 2nd day of June, 2025, by and between the County of Dane, Wisconsin (hereinafter referred to as "COUNTY" OR "Urban County") and the Town of Dane (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 2026, 2027 and 2028; 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 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;

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

PURPOSE

The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, by means of implementing a Consolidated Plan and Annual Action Plan for both HUD CDBG funds as an Urban County for Federal fiscal year 2026, 2027, and 2028 appropriations and from any program income generated from the expenditure of such funds, and HUD HOME funds, if received, from appropriations in the same federal fiscal year and from any program income generated from the expenditure of such funds.

CONSIDERATION

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

RESTRICTIONS

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

TERM

The term of this Agreement shall be three (3) years commencing October 1, 2025 and continuing through the 2028 federal fiscal year, and for such additional time as may be established under the automatic renewal terms of this section or as may be required for the expenditure of the CDBG and HOME funds granted to COUNTY for such period and the related program income, as defined by HUD regulations and all activities are completed. Neither the COUNTY nor the MUNICIPALITY executing this Agreement shall have the opportunity to opt out of the Urban County Program during the period that this Agreement is in effect.

This Agreement shall be automatically renewed for participation in future three-year qualification periods, unless COUNTY or MUNICIPALITY provides written notice to the other party that it elects not to participate in a new qualification period by the date specified in HUD's urban county qualification notice for the next qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in HUD's Urban County Qualification Notice. By the date specified in HUD's urban county qualification notice for the next qualification period, COUNTY shall notify MUNICIPALITY of its right not to participate in the next

99 qualification period. A copy of the County's notification must be sent to the HUD field
100 office by the date specified in the Urban County Qualification Notice.
101

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

109 PROVISIONS 110

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

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

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

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

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

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

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

This does not preclude COUNTY or MUNICIPALITY from applying for HOME funds from the State, if the State allows.

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

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

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

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

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

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

MUNICIPALITY attests that it has adopted and is enforcing:

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

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

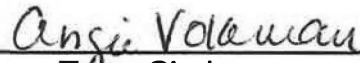
If MUNICIPALITY utilizes, in whole or in part, funds covered by this Agreement to acquire or improve real property that is or will be within the control of MUNICIPALITY, then the following standards shall apply:

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 Town of Dane by resolution dated June 2, 2025 and is executed this 2nd day of June, 2025, by the Chairperson of the Town of Dane and the Clerk of the Town of Dane.



Chief Executive Officer/Town Chairperson



Town Clerk

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.

Melissa Agard
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 25-04.

Dated this _____ day of _____, 2025.

Rauti, Susan

Susan Rauti
Assistant Corporation Counsel
State Bar # 1037944

Digitally signed by Rauti, Susan
Date: 2025.06.13 13:25:25
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