

Dane County Contract Cover Sheet

Revised 03/2025

Res 059

BAF # 25157
 Acct: Seitz / Jacobson
 Mgr: C Grady
 Budget Y/N: N

Dept./Division	Human Services / HAA		
Vendor Name	Village of Mazomanie	MUNIS #	5049
Brief Contract Title/Description	Cooperation agreement - Urban County Program		
Contract Term	10/1/2025 - 9/30/2028		
Contract Amount			

Contract # Admin will assign	15874
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	Natalie Beil, President
Phone #	608-242-6200	Phone #	608-795-2100
Email	dcdhscontracts@danecounty.gov	Email	nbiel@villageofmazomanie.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:	
	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	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	059
	<input type="checkbox"/> Contract exceeds \$100,000 – 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 type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee
<i>M. M. Cheukner</i>

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: <u>6/18/25</u> 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 #15874
Attachments: 15874.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		
	Cotillier, Joshua		Approve: 6/23/2025 9:10 AM
	Stavn, Stephanie	Read: 6/23/2025 11:25 AM	
	Oby, Joe		

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

Contract #15874
Department: Human Services
Vendor: Village of Mazomanie
Contract Description: Cooperation Agreement for Urban County Program (Res 059)
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.

Goldade, Michelle

From: Gault, David
Sent: Friday, June 20, 2025 1:09 PM
To: Goldade, Michelle
Subject: Approve: Contract #15874

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2025 RES-059

**APPROVING THE ADDITION OF VILLAGE OF MAZOMANIE 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 Village of Mazomanie has elected to participate in the UCC program and has signed a Resolution authorizing the Village 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 Village of Mazomanie adds 1,768 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 Village of Mazomanie; and

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

VILLAGE OF MAZOMANIE
RESOLUTION NO. 2025-05

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

WHEREAS, for several years, the Village of Mazomanie (Village) participated as a member of Dane County Urban Consortium (DCUCC). In 2021 the Village withdrew from participation in DCUCC; and

WHEREAS, subsequently several Village 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 Village of Mazomanie shall participate in the Dane County Urban County Consortium. Village 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 Village Board of the Village of Mazomanie on May 13, 2025, by a vote of 5 in favor and 0 opposed.

BY ORDER OF THE VILLAGE BOARD

By: N. Beil
Natalie Beil, Village President

5/13/25
Date

Attest: Angie Volkman
Angie Volkman, Village Clerk/Treasurer

5/13/2025
Date

**COOPERATION AGREEMENT
Urban County Program**

THIS AGREEMENT entered into this 28 day of May, 2025, by and between the County of Dane, Wisconsin (hereinafter referred to as "COUNTY" OR "Urban County") and the Village of Mazomanie (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

50
51 The purpose of this Agreement is to establish the mutual desire to cooperate to
52 undertake, or assist in undertaking, essential community renewal and lower income
53 housing assistance activities, specifically urban renewal and publicly assisted housing,
54 by means of implementing a Consolidated Plan and Annual Action Plan for both HUD
55 CDBG funds as an Urban County for Federal fiscal year 2026, 2027, and 2028
56 appropriations and from any program income generated from the expenditure of such
57 funds, and HUD HOME funds, if received, from appropriations in the same federal
58 fiscal year and from any program income generated from the expenditure of such
59 funds.

60 61 CONSIDERATION

62
63 MUNICIPALITY, by the execution of this Cooperation Agreement, agrees to have its
64 population, its number of impoverished residents, its extent of housing over-crowding,
65 its age of housing and other applicable statistics, all as defined in the HCD Act and the
66 NAH Act, included in the formula allocations set forth in the HCD Act and in the NAH
67 Act for the purpose of determining the allocation of funds to COUNTY as an Urban
68 County, as defined in the HCD Act and the NAH Act, as amended. COUNTY agrees
69 to include MUNICIPALITY as part of its Annual Action Plan, to be submitted to HUD
70 under the terms and conditions of the HCD Act and the NAH Act.

71 72 RESTRICTIONS

73
74
75 Neither COUNTY nor MUNICIPALITY shall have a veto or other restrictive power which
76 would in any way limit the cooperation of the parties to this Agreement or any other
77 cooperating units of government in achieving the activities set forth in the Consolidated
78 Plan, the Annual Action Plan, and any other CDBG submissions or HOME submissions
79 for the program years covered by this Agreement.

80 81 TERM

82
83 The term of this Agreement shall be three (3) years commencing October 1, 2025 and
84 continuing through the 2028 federal fiscal year, and for such additional time as may be
85 established under the automatic renewal terms of this section or as may be required
86 for the expenditure of the CDBG and HOME funds granted to COUNTY for such period
87 and the related program income, as defined by HUD regulations and all activities are
88 completed. Neither the COUNTY nor the MUNICIPALITY executing this Agreement
89 shall have the opportunity to opt out of the Urban County Program during the period
90 that this Agreement is in effect.

91
92 This Agreement shall be automatically renewed for participation in future three-year
93 qualification periods, unless COUNTY or MUNICIPALITY provides written notice to the
94 other party that it elects not to participate in a new qualification period by the date
95 specified in HUD's urban county qualification notice for the next qualification period.
96 The terminating party shall send a copy of the notice of termination to the HUD field
97 office by the date specified in HUD's Urban County Qualification Notice. By the date
98 specified in HUD's urban county qualification notice for the next qualification period,

99 COUNTY shall notify MUNICIPALITY of its right not to participate in the next
100 qualification period. A copy of the County's notification must be sent to the HUD field
101 office by the date specified in the Urban County Qualification Notice.
102

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

110 PROVISIONS

111
112 COUNTY and MUNICIPALITY agree to cooperate to undertake, or assist in
113 undertaking, essential community renewal and lower-income housing assistance
114 activities. COUNTY and MUNICIPALITY further agree to undertake all actions
115 necessary to assure compliance with Dane County's certification required by Section
116 104(b) of Title I of the Housing and Community Development Act of 1974, as amended.
117 The grant will be conducted and administered in conformity with Title VI of the Civil
118 Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair
119 Housing Act and the implementing regulations at 24 CFR part 100, and will affirmatively
120 further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing
121 Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR
122 5.151 and 5.152.
123

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

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

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

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

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

155 This does not preclude COUNTY or MUNICIPALITY from applying for HOME funds
156 from the State, if the State allows.
157

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

173 MUNICIPALITY must establish and maintain appropriate record-keeping and reporting
174 of any retained program income and make such available to COUNTY in order that
175 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 the
182 status of MUNICIPALITY's participation in the Dane County Urban County Program
183 changes, any program income retained by MUNICIPALITY, or received subsequent to
184 the close-out or change in status, shall be paid to COUNTY.
185

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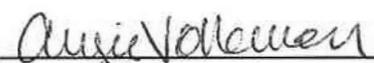
192 2. A policy of enforcing applicable State and local laws against physically barring
193 entrance to or exit from a facility or location which is the subject of such nonviolent civil
194 rights demonstrations within its jurisdiction.

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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 Village of Mazomanie by resolution dated May 13, 2025 and is executed this 29 day of May, 2025, by the President of the Village of Mazomanie and the Clerk/Treasurer of the Village of Mazomanie.

	
_____ Chief Executive Officer/Village President	_____ Village 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 Digitally signed by Rauti, Susan
Date: 2025.06.13 13:26:37 -05'00'

Susan Rauti
Assistant Corporation Counsel
State Bar # 1037944 _____