

## Dane County Contract Cover Sheet

<b>Dept./Division</b>	Office of Economic and Workforce Development	<b>Contract #</b> <small>Admin will assign</small>	13769
<b>Vendor Name</b>	Village of Cottage Grove	<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Vendor MUNIS #</b>	8463	<b>Type of Contract</b>	
<b>Brief Contract Title/Description</b>	Cottage Grove has elected to join the County's Urban County Consortium (UCC)- the UCC allows the County to receive a direct allocation of funds from HUD.	<input checked="" type="checkbox"/>	Dane County Contract
<b>Contract Term</b>	1/1/20-12/31/22 (auto-renews every 3 yrs)	<input type="checkbox"/>	Grant
<b>Total Contract Amount</b>	\$ 0	<input type="checkbox"/>	County Lessee
		<input type="checkbox"/>	County Lessor
		<input checked="" type="checkbox"/>	Intergovernmental
		<input type="checkbox"/>	Purchase of Property
		<input type="checkbox"/>	Property Sale
		<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	CDCDBG	Obj Code	Amount	\$
Req #	Org Code		Obj Code	Amount	\$
Year	Org Code		Obj Code	Amount	\$


<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>		
	<input checked="" type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	<b>Res #</b>	141
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b>	2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	7/29/19		
AW	Controller		7/29/19	
GC	Purchasing	7/30/19	7/30/19	
JJ	Corporation Counsel	7/29/19	7/30/19	
	Risk Management	7/29/19	7/30/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Peter Ouchakof	<b>Name</b>	Erin Ruth
<b>Phone #</b>	283-1441	<b>Phone #</b>	839-4704
<b>Email</b>	ouchakof@countyofdane.com	<b>Email</b>	eruth@village.cottage-grove.wi.us
<b>Address</b>	City-County Building, Room 421 210 Martin Luther King, Jr. Blvd	<b>Address</b>	221 E. Cottage Grove Rd. Cottage Grove, WI 53527

<b>Certification:</b> The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		07/26/2019
	<b>Printed Name</b>	
	Dave Phillips	

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	

1 **2019 RES-141**

2 **APPROVING THE ADDITION OF VILLAGE OF COTTAGE GROVE TO THE DANE COUNTY URBAN COUNTY**  
3 **CONSORTIUM**

4  
5 In December 1999, 43 communities in Dane County, outside the City of Madison, came together to form  
6 the Dane County Urban County Consortium (UCC). This consortium allowed the County to become eligible  
7 to receive Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and  
8 Urban Development (HUD) for the first time. CDBG dollars fund a variety of housing and community  
9 development activities targeted towards low- and moderate-income persons. By being part of the UCC,  
10 participating units of local government may also participate in the Home Investment Partnerships (HOME)  
11 program as Dane County receives HOME funding. Additional communities have elected to join the  
12 Consortium over the years such that 56 communities currently participate.

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

17 The Village of Cottage Grove has elected to participate in the UCC program and has signed a Cooperation  
18 Agreement and Resolution authorizing the Village to join the UCC beginning in 2020. This new Agreement  
19 must be signed by the County and submitted to HUD for approval.

20 The Village of Cottage Grove adds 6,635 in population to the Urban County Consortium bringing the total  
21 participating to 96% of the eligible Dane County population outside the City of Madison. A higher  
22 participation rate of eligible units of local government in the UCC allows for a more comprehensive  
23 approach for the CDBG program because Dane County CDBG and HOME dollars can only be spent in  
24 participating communities.

25 NOW, THEREFORE, BE IT RESOLVED that the Dane County CDBG Commission and County Board express  
26 their appreciation to the existing communities in the Dane County Urban County Consortium and  
27 welcome the Village of Cottage Grove; and,

28 BE IT FINALLY RESOLVED that the County Executive is authorized to sign the above referenced Cooperation  
29 Agreement with the Village of Cottage Grove and submit the signed agreement to the U.S. Department of  
30 Housing and Urban Development for the purpose of including the Village of Cottage Grove in the Dane  
31 County Urban County Consortium beginning in 2020.

**AMENDED COOPERATION AGREEMENT  
Urban County Program**

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THIS AGREEMENT entered into this 3rd day of June 2019, by and between the County of Dane, Wisconsin (hereinafter referred to as "COUNTY" OR "Urban County") and the Village of Cottage Grove (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-19-04, 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:  
51

#### 52 PURPOSE 53

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 2020 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.  
62

#### 63 CONSIDERATION 64

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

#### 74 RESTRICTIONS 75

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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82

#### 83 TERM 84

85 The term of this Agreement shall be three (3) years commencing January 1, 2020  
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.  
93  
94

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

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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### 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, as amended,  
120 including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of  
121 1968, the Fair Housing Act, and affirmatively further fair housing. COUNTY and  
122 MUNICIPALITY further agree to comply with section 109 of Title I of the Housing and  
123 Community Development Act of 1974, which incorporates Section 504 of the  
124 Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Americans  
125 With Disabilities Act of 1990, provisions of the National Environment Policy Act of  
126 1969, and other applicable laws.

127

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

132

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

140

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

145

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

150

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

154

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

157

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

165

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

169

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

173

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

178

179 MUNICIPALITY attests that it has adopted and is enforcing:

180

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

184

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

188

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

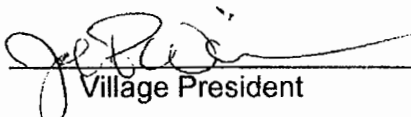
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193 1. MUNICIPALITY will notify COUNTY of any modification or change in the use of  
194 the real property from that planned at the time of the acquisition or improvement,  
195 including disposition, and,  
196

197 2. MUNICIPALITY will, if acquired or improved property is sold or transferred for a  
198 use which is not an eligible CDBG or HOME activity, as applicable, reimburse  
199 COUNTY in an amount equal to the current fair market value (less any portion  
200 thereof attributable to expenditures of non-CDBG or HOME funds); and,  
201

202 3. Program income generated from the disposition or transfer of property acquired  
203 or improved in whole or in part with CDBG or HOME funds prior to or subsequent to  
204 the close-out, change of status, or termination of this Agreement shall be treated  
205 under the provisions of this Agreement concerning program income.  
206

207 The above Cooperation Agreement has been authorized by the governing body  
208 of Village of Cottage Grove by resolution dated June 3, 2019 and is executed  
209 this day of 2019, by the President of the Board of Trustees and the Clerk of  
210 Village of Cottage Grove.

211  
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213 \_\_\_\_\_  
214 Village President

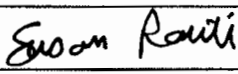
  
\_\_\_\_\_  
Village Clerk

216 The above Cooperation Agreement has been authorized by the Dane County  
217 Board of Supervisors, by resolution, dated \_\_\_\_\_ (copy attached), and is  
218 executed this \_\_\_\_\_ by the County Executive of Dane County.  
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220 \_\_\_\_\_  
221 Joe Parisi  
222 County Executive  
223

224 The terms and provisions of the above Cooperation Agreement are fully authorized  
225 under State and local law and the Cooperation Agreement provides full legal  
226 authority for the County of Dane to undertake or assist in undertaking essential  
227 community development and housing assistance activities, specifically urban renewal  
228 and lower income housing activities. The above Cooperation Agreement includes the  
229 language required by 24 CFR 570 and CPD Notice 19-04.  
230

231 Dated this 30<sup>th</sup> day of July, 2019.

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233 \_\_\_\_\_  
234 Susan Rauti  
235 Assistant Corporation Counsel  
236 State Bar # 1037944  
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