

# Dane County Contract Cover Sheet

Revised 01/2022

RES 060  
SIGNIFICANT

<b>Dept./Division</b>	Planning and Development		
<b>Vendor Name</b>	SB Friedman	<b>MUNIS #</b>	32237
<b>Brief Contract Title/Description</b>	Dane County Regional Housing Strategy: Taking the Next Step is a county-wide strategic planning process to build on existing housing efforts; provide a housing supply gap analysis; create a vision for housing for Dane County; inventory/review current policies, programs, resources, collaboration and innovations; ID gaps in current toolbox; develop strategies to expedite the preservation and development of affordable housing.		
<b>Contract Term</b>	July 21st, 2022 - August 31, 2023		
<b>Contract Amount</b>	\$298,151		

<b>Contract #</b> Admin will assign	14791
<b>Type of Contract</b>	
<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 type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Olivia Parry	<b>Name</b>	Fran Lefor Rood, SB Friedman
<b>Phone #</b>	608-225-5865	<b>Phone #</b>	312-424-4253
<b>Email</b>	parry@countyofdane.com	<b>Email</b>	frood@sbfriedman.com
<b>Purchasing Officer</b>	Megan Roan		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b> 122023
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b> 32237	<b>Org:</b> PDPLNDIV	<b>Obj:</b> 32210	<b>Proj:</b>	
	<b>Year</b> 2022	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input checked="" 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.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	<b>Res #</b> RES-060
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b> 2022

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

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Violante, Todd	Digitally signed by Violante, Todd Date: 2022.07.13 14:05:15 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 7/13/22	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Wednesday, July 13, 2022 2:17 PM  
**To:** Krohn, Margaret; Gault, David; Rogan, Megan; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14791  
**Attachments:** 14791.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 7/14/2022 9:55 AM
	Gault, David	Read: 7/13/2022 2:28 PM	Approve: 7/14/2022 9:43 AM
	Rogan, Megan	Read: 7/13/2022 2:36 PM	Approve: 7/13/2022 2:37 PM
	Lowndes, Daniel	Read: 7/13/2022 4:25 PM	Approve: 7/13/2022 4:25 PM
	Stavn, Stephanie	Read: 7/13/2022 3:03 PM	
	Oby, Joe	Deleted: 7/14/2022 8:06 AM	

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

Contract #14791

Department: Planning & Development

Vendor: SB Friedman

Contract Description: Developing the Dane County Regional Housing Strategy (Res 060)

Contract Term: 7/21/22 – 8/31/23

Contract Amount: \$298,151.00

Thanks much,  
Michelle

*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 am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.



**DANE COUNTY CONTRACT # 14791**

Revised 06/2021



<b>Department:</b>	Planning and Development Dept.
<b>Provider:</b>	SB Friedman Development Advisors, LLC
<b>Expiration Date:</b>	August 31, 2023
<b>Maximum Cost:</b>	\$298,151
<b>Registered Agent (if applicable):</b>	Fran Lefor Rood
<b>Registered Agent Address:</b>	221 N LaSalle St Suite 820 Chicago IL 60601

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and SB Friedman Development Advisors, LLC, (hereafter referred to as "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 210 Martin Luther King, Jr. Blvd., desires to purchase services from PROVIDER for the purpose of developing the Dane County Regional Housing Strategy; and

**WHEREAS** PROVIDER, whose address is 221 N LaSalle St Suite 820 Chicago IL 60601, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

**I. TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

**II. SERVICES:**

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

### **III. ASSIGNMENT/TRANSFER:**

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY. COUNTY approves of All Together Studio as a subcontractor to Provider for services outlined in the scope of work. PROVIDER shall be responsible for all costs associated with subcontractor services.

### **IV. TERMINATION:**

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this

Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

- A. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
  3. failure of PROVIDER to comply with reporting requirements contained herein.
  4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

**V. PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

**VI. REPORTS:**

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

**VII. DELIVERY OF NOTICE:**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

## **VIII. INSURANCE & INDEMNIFICATION:**

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement.
1. Commercial General Liability.  
PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.
  2. Professional Liability Insurance.  
If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY
  3. Commercial/Business Automobile Liability Insurance.  
If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not

less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. ~~Environmental Impairment (Pollution) Liability~~

~~If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.~~

5. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.

PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- B. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

**X. NON-DISCRIMINATION:**

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**XI. CIVIL RIGHTS COMPLIANCE:**

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

**XII. COMPLIANCE WITH FAIR LABOR STANDARDS:**

- A. Reporting of Adverse Findings  
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that

the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**XIII. CONTROLLING LAW AND VENUE:**

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

**XIV. FINANCIAL INTEREST PROHIBITED:**

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

**XV. LIMITATION OF AGREEMENT:**

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

**XVI. ENTIRE AGREEMENT:**

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

**XVII. COUNTERPARTS:**

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**XVIII. CONSTRUCTION:**

This Agreement shall not be construed against the drafter.

**XIX. COPIES VALID:**

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto

stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

**XX. REGISTERED AGENT:**

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

**XXI. DEBARMENT:**

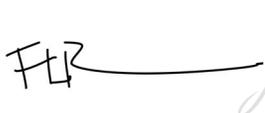
By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

**XXII. EXECUTION:**

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

 Digitally signed by Fran Lefor Rood  
Date: 2022.07.13 09:18:36 -05'00'

7/13/2022

**\*NAME\*** Fran Lefor Rood  
**\*TITLE\*** Senior Vice President

Date

\* \* \*

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi  
Dane County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

\_\_\_\_\_  
Date

\* [print name and title, below signature line of any person signing this document]

# **SCHEDULE A**

## **Scope of Services**

### **1) Meeting facilitation**

The meeting facilitation expert will work together with the lead consultant to design and facilitate a meeting process that:

- Establishes a clear understanding of the extent of the housing shortage - who needs housing and who benefits from increasing the affordable/workforce housing supply
- Creates a comfortable, interactive and dynamic learning environment where all Advisory Committee members feel included and have a voice at the table
- Utilizes different types and styles of facilitation exercises (getting participants off their feet, or the use of games is also acceptable)
- Emphasizes relationship and team building, and thinking like a region, and
- Encourages creative and innovative thinking, brainstorming, and solutions

### **2) Project Introduction**

The purpose of the introduction is to provide a regional context for the RHS process, and ensure Advisory Committee members have a shared understanding of who we are, what affordable housing is, and any key regional trends that would help provide context for the RHS process. At a minimum, the introduction should answer the following questions:

- Who are we? Provide demographic profile of Dane County residents over time that includes age, race, gender, income, household size, composition, first generation residents, English as a second language; workforce/commuter profile, and overview of major land use and transportation trends, and other key indicators.
- What is affordable/workforce housing? What does it look like?
- Who needs affordable/workforce housing?
- Who else needs/benefits affordable/workforce housing? For example municipalities, school districts, public safety, child and senior care providers, private sector small business, retail food sector, and major employers, etc. How do they benefit?
- What are the benefits and drawbacks of affordable/workforce housing? Does new affordable multi-family housing cause the value of your home to go down?

### **3) Program Inventory and Assessment (PIRA)\***

The purpose of the PIRA is to gain a better understanding of the tools, programs, policies and resources being used by cities and villages to bring forward or preserve affordable-workforce housing for households making up to 60% AMI, up to 80% AMI; and for households making 81%-120% AMI. Provide examples of how the tools, programs, policies and resources are being used and what the results have been. Provide an inventory of other resources, tools, programming, financing, and/or policies that are being utilized at the local, state, or federal level.

The PIRA shall conduct an inventory and assessment of the current programs, policies and resources being used by municipalities to facilitate the development and preservation of affordable-workforce housing, including, but not limited to public polices; land use regulations such as subdivision and zoning ordinances; comprehensive plans; rehabilitation and retrofitting energy upgrades efforts; land banking; MF allowances; down payment assistance; financial sources including TIF, TID closure funding, grants, and incentives; housing task forces or committees and reports; housing plans; alternative housing types such as Habitat for Humanity, land trust, ADU's, co-housing, cooperative housing, tiny housing, pocket neighborhood, etc. Examples and a summary of results shall be provided. Also, a question in the inventory survey that would help determine if communities are pursuing strategies or policies that limit the impact housing has on climate change shall be included..

\*Results of the PIRA shall be separated and reported on whether the policy, program or tool, etc. is meant to develop / preserve affordable-workforce housing, for households making up to 60% AMI, and 61%-80% AMI, compared with the tools, policies and programs whose purpose it is to reduce housing costs and help to develop / preserve housing options for households making 81%-120% AMI.

#### **4) Regional Housing Study**

The purpose of the housing study is to analyze the housing stock and housing market in Dane County, and identify gaps and/or trends in the housing market over time that will help to identify strategies to close the housing gap for households at <30%, 31-50%, 51-60%, 61-80%, and 81%-120% AMI.

The Regional a Housing Study shall include the following:

##### **a. Population and Demographic Profile**

An analysis of the demographic characteristics of Dane County through 2040, and 2050 that includes but is not limited to the following:

- Population – Existing estimates broken down by income (extremely low <30%, 31-50%, 51-60%, 61-80%, 81%-120% AMI)
- Households, including cost-burdened and extremely cost-burdened, and renter and owner households by income
- Age, race, gender – broken down by income and housing type
- Ethnicity by income and housing type
- Household composition or those with a disability by income type
- Occupation and wage profile over time, including highest demand LMI jobs, sectors
- Other data deemed necessary by the consultant

## **b. Housing Stock Inventory**

An analysis of the location, quantity, quality, and occupancy of various housing types, sizes, tenures and price points in Dane County, by municipality, including, but not limited to:

- Housing units by structure type tenure including # of units per building and # of bedrooms per unit
- Renter and owner occupied housing
- Assisted/subsidized housing
- Senior housing
- Affordable/workforce housing
- Group quarters
- Loss of housing stock
- Other housing data deemed necessary by consultant

## **c. Market Analysis**

An analysis of the existing and future supply and demand for housing by price/rent levels, unit types and tenure (ownership/rental) by municipality including but not limited to:

- Property sales data (rental and single family)
- Average market value by unit type
- Sales and turnover rate for all housing types
- Vacancy data for all rental units
- Owner occupied vs. rental (rental and single family) over time
- Analysis of anticipated job growth, employment categories and wages, and unemployment rates
- Commute and employment data for residents who work in Dane County including travel time/distance to jobs
- Analysis of existing transportation options and impact on housing
- Other housing data deemed necessary by consultant

## **d. Housing Needs Assessment**

An analysis of the results of the demographic study, housing inventory and market analysis conducted above to determine what deficiencies and surpluses of housing units exist for renter and owner households of various sizes, incomes within the stated ranges, types and tenure by municipality. This supply gap analysis will help identify housing needs in Dane County and aid in efforts to develop and prioritize strategies to address these needs. The goal is to provide an estimate of the number of housing units needed (both rental and for sale) to meet the existing and future needs of the county based on unit type, number of bedrooms, price point, and location in relation to LMI income levels previously defined, and age categories, by municipality.

A report of the housing supply gap analysis is required and shall be divided into three distinct sections to ensure that the Advisory Committee members are very clear about the difference between affordable-workforce housing that is below <30%, 31-50%, 51-60%, 61%- 80% AMI, housing that is 81%-120 AMI and housing for those who are most vulnerable:

1. <30%, 31-50%, 51-60%,
2. 61-80%
3. 81%-120% AMI

**e. Housing Instability**

Measurement of the current housing instability gap for current LMI households, by household size, composition, age, race, gender, ability. Housing instability is defined as LMI households (up to 80%), that are paying more than 30% and up to 50% of their income on housing, that lack reasonable access, within a quarter-mile, to basic services such as food, transportation, childcare, employment, schools, and health care.

*Questions to be considered:*

- Are there strategies to reduce housing instability? Include a geospatial analysis.
- Are there any strategies to reduce housing instability?

**f. Race, Gender, Family**

A summary profile of owned and rented households for people of color and women by type of unit, tenure, # of bedrooms, rent vs. single family by income category, by municipality.

*Questions to be considered:*

- What are some examples or strategies that can reduce disparities in homeownership and rental housing for people of color?
- Are there any factors in housing that should be considered or taken into account for women, in particular, due to the majority of single parent households being headed by women, women on average live longer, have lower lifetime earnings, and are more likely to be a victim of domestic violence or sexual assault?
- How can housing be safer for women?
- Can housing better accommodate children and families?

**g. Economic Development**

*Questions to be considered:*

- What is the economic impact of the development of a 50 unit multi-family development? Provide a brief overview.

**h. Fair Share or Regional Balance**

An analysis that shows the percent of the county's housing units within each municipality, the percent of the county's low-income and extremely low-income renters within each municipality, and the distribution of households making more than 100 percent AMI by municipality.

## **5) Vision for the Future of Housing in Dane County**

Based on the results of the PIRA and housing study, a value based approach shall be used that recognizes the interdependence and regional nature of housing and the intersection of housing, food, jobs, transportation and child care, and work with the Advisory Committee to create a vision for the future of housing in Dane County for the next 10-20 years.

## **6) Regional Housing Strategies**

Based on the results of the PIRA (strengths, assets), housing study and a vision for the future of housing in Dane County, and in coordination with the consultants, the RHS Advisory Committee shall identify the top challenges or obstacles preventing affordable-workforce housing development and preservation. Following the review of challenges or issues, the Advisory Committee will work with the consultants to identify opportunities or strategies that build on or expand current efforts, identify gaps in information or programs, and articulate new strategies. Strategies may refer to municipalities, but should be primarily regional in nature. Particular attention shall be paid to partnership or collaboration opportunities, and strategies stakeholders and municipalities can work on and towards together as a region. Strategies shall also take into consideration the connection between affordable housing, transportation, child care, employment and food and with a lens of racial, gender equity, sustainability, and climate change. Strategies shall take into consideration the perspective of not only cities and villages, but towns as well. Strategy discussions and brainstorming sessions shall be inclusive of all underrepresented groups.

### **Next Steps**

RHS strategies shall focus on the next 3-5 years, and include next steps to achieve and evaluate the strategies, as well as expected outcomes.

### **Additional Requirements**

#### **Advisory Committee Meetings**

The RHS process shall include monthly meetings with the RHS Advisory Committee. A slide deck will be made available to meeting participants prior to each meeting. Each session shall begin with an explanation of the meeting purpose and an overview of the meeting activities. The PPT presentations shall be presented in a clear and easy to understand format.

#### **Meetings, Communication and Logistics**

Monthly project team meetings with the consultants and Dane County staff shall be held between each RHS Advisory Committee meeting to ensure a successful process and timeline of deliverable. The meetings shall be organized/facilitated by consultants.

Each RHS meeting shall be videotaped and a link of the video made available publicly between each meeting. Dane County is responsible for videotaping.

### **Dane County Staff Involvement and Responsibilities**

Dane County Planning and Development staff shall develop the RHS website, convene the RHS Advisory Committee for each monthly meeting, and be responsible for the communications plan. County staff can also provide GIS support.

\*\* Should currently scheduled in-person or additional flexible meetings of the Housing Advisory Committee be required to change and meet virtually, not including the two virtual meetings already scheduled in the scope, PROVIDER will reduce meeting charges by \$3,300 per meeting.

### **7) Dane County Regional Housing Strategy Guide Report Requirements**

The Regional Housing Strategy Guide shall be a report that includes results from the PIRA, housing study, visioning, strategy recommendations and next steps, and include an executive summary. The results shall be presented in a written report containing appropriate maps, graphs, charts and tables necessary to summarize the data and findings. The report shall be formatted in a manner conducive to publishing online. All maps and spatial data not subject to licensing restrictions shall be provided in a format acceptable for the county's GIS staff. Materials shall be provided in draft form to the County for review prior to finalization.

Summary data and presentations developed as part of the guide shall be made available in print and online as part of the Regional Housing Strategy Guide report.

PROVIDER shall provide services added to the original scope of work, and they include the following:

### **8) THREE ADDITIONAL MEETINGS (FLEXIBLE)**

Include three additional meetings (flexible) for the Regional Housing Strategy Advisory Committee to have sufficient time, for example, to review and discuss housing needs analysis and data; the housing program, policy, and innovation inventory and toolbox; and, develop regional strategy recommendations, and launch next steps. These meetings are flexible, and will only be used if they are deemed necessary to support and advance the work of the Regional Housing Strategy, and because the RHS Advisory Committee will be larger, approximately 70-75 people, than originally planned (approximately 50).

### **9) COMMUNITY ENGAGEMENT/COMMUNICATION**

To ensure inclusiveness and engagement, conduct communications and outreach activities for broader community engagement and feedback through email and social media, including around major milestones and two countywide communications pushes, one prior to the countywide survey, focus groups and interviews, and one prior to the process conclusion and Regional Housing Strategy report presentation. Develop and distribute post meeting summaries after each Housing Advisory Meeting. Conduct six focus groups (seniors, people of color, low-to moderate income residents (urban and rural), youth/ LGBTQ), and eight one-on-one interviews with employers/business leaders/developers.

## Project Plan / Technical Approach

*Note: Please see Updated Scope of Services – May 27, 2022, Proposed Housing Advisory Committee (HAC) Meetings for updated list of proposed HAC meetings, including location and content.*

### **PHASE 1 – PROJECT KICKOFF**

#### **PROJECT BACKGROUND & MEETING FACILITATION STRATEGY**

1. **Review Existing Housing Studies/Data and Prepare Data Request.** We will obtain and review background materials and previous studies. We will also further identify socioeconomic- and housing-related data available through jurisdictional partners, the County and the Wisconsin Housing and Economic Development Authority (WHEDA). Following a review of these materials, we will prepare a data request outlining additional information and materials that would be helpful or necessary for our analysis, including property-level data, historic housing permit data, information on any developments in the pipeline, and other County data sources.
2. **Conduct Internal Virtual Project Kickoff Meeting.** We will coordinate with the County to schedule a virtual internal kickoff meeting for the County and consultant team. The purpose of the meeting will be to introduce the project team; confirm project goals and objectives; and discuss the overall timeline, key milestones, and points at which we anticipate checking in with staff. We will discuss initial thinking on the content and frequency of Housing Advisory Committee (HAC) meetings.
3. **Design Meeting Process.** The team will work with the County to identify specific goals for each Housing Advisory Committee (HAC) meeting and a proposed meeting schedule. We will also identify key messaging themes for inclusion within invites, workbooks, facilitation, etc. After confirming meeting dates and times, we expect the County will reach out to HAC members with invitations to meetings.
4. **Analyze Population and Demographic Data.** We will analyze the dynamics of “people” and “place” as it relates to the County housing market. Demographics of age, income, household change and housing preferences will provide a profile of current residents and how these variables have changed over the past 10 years. We will aggregate and analyze the following data points spatially across the County:
  - Population and household counts;
  - Historical population and household change; and
  - Household patterns over time by age, race, gender, income, household size, composition, English as a second language, first generation residents, commuter profile, and housing typology.
5. **Prepare Summary Pre-Meeting Workbook.** The team will prepare a pre-meeting workbook that provides baseline data, trends, definitions and representation of affordable and workforce housing and other background information that will help set the context for the study. This may include prototypes of households at different income levels who would live in affordable or workforce housing (i.e., daycare employee, maintenance worker and one child; office administrator with two children). It could also provide simple statements of common misconceptions and realities around these terms.

6. **HAC Meeting #1.** The goal of this kickoff summit with the HAC is to introduce the project team and process, provide initial data and trends that form a common baseline of knowledge and allow HAC members to get to know each other and build trust. The project team will also obtain critical information on HAC members goals for the process and for their community.

SB Friedman understands that HAC meetings should be videotaped and made publicly available between each meeting. We assume Dane County staff will manage the video recording process for all in-person meetings, providing the logistical and technical support needed. All virtual meetings will be recorded by SB Friedman and videos will be made available to the County through a SharePoint webpage.

*Potential Meeting Content and Agenda*

- Project team designs and sends out a pre-meeting project workbook that includes research completed to date, background information and activities or prompts for ideas and thoughts to bring to the meeting. For this meeting, the workbook could be printed and handed out at the meeting or filled in digitally and submitted. A digital submittal could also focus on getting to know participants.
- Agenda
  - Full group project and team intro
  - Discuss facilitation and consensus building process
  - Present baseline data and trends
  - Divide into pre-assigned working groups; project team will have 5-6 facilitators
    - Ice breaker
    - Courageous space agreement exercise
    - Card game: Each person is given a “hand” of cards containing 7-9 high-level goals and concerns (consultant team will develop from local knowledge), and two blank “wild cards.” The breakout facilitator will ask participants to select from their hand their top opportunity/goal for this effort and their community. If their top goal is not represented in the cards, they write the concern on one of the wild cards. Once everyone has a card in hand, they will set it face up on the table. These real time decisions will be discussed (Why is this your top goal? How does this affect your community/organization/institution?). The facilitator will then remove the cards from the round and maintain the group of cards together in order to document top goals. This exercise will be down twice more to gather everyone’s top three goals. The participants will then be given a new hand of cards around issues and concerns to complete the same exercise.
    - Question and answer period
  - Come back together as full group for closeout

**PHASE 2 – ANALYSIS & PROGRAM ASSESSMENT**  
**REGIONAL HOUSING STUDY**

7. **Develop Population and Demographic Forecast.** We will review population and employment projections prepared by several sources (e.g., Emsi, Wisconsin Department of Administration, Capital Area Regional Planning Commission) and will discuss the sources with the County to determine which projections should be included in our analysis of future housing needs. We will use the selected projections to conduct analysis of demographic characteristics in Dane County through 2040 and 2050. Based on recent work elsewhere in the County, we understand there is limited data available projecting household change by income. While we can

propose potential scenarios for projecting income change, we will require direction from County staff to identify the preferred approach for our 2040 and 2050 household forecast by income.

We will also analyze the economic base of Dane County by industry sector using Emsi, Longitudinal Employer-Household Dynamics (LEHD) data, U.S. Census Bureau Center for Economic Studies or other available data sources. Information assembled in this step will be used in understanding potential needs for workforce housing and anticipated impacts of economic growth on the housing market. Economic data will be used to analyze occupation and wage profile data over time.

- 8. Analyze Housing Stock.** Working with available proprietary databases, along with public data, we will prepare an inventory and analysis of the existing County housing supply. Key variables will include:
- Overall housing profile (tenure, occupancy, age and condition);
  - Housing units by type (single, condominium, town home, multifamily) and number of units;
  - Percent and location of housing units that are:
    - Income restricted affordable housing;
    - Naturally occurring affordable housing with no legal restriction; and
    - Housing in age-restricted or assisted living communities.
  - Inventory, location and performance of multifamily residential developments (affordable, market-rate, senior).

We anticipate using the following data sources to collect various data points and conduct analyses:

- *U.S. Census, American Community Survey (ACS) and Esri:* Overall metrics on age, tenure, occupancy, typology and housing value
- *Census Residential Building Permits:* Recent and under-construction housing development by type and tenure
- *NIC MAP Data Service:* Inventory of market-rate senior housing, including independent living, assisted living, and memory and nursing care for both the Village and region
- *CoStar:* Data on rental properties, including overall inventory, unit mix, average size, occupancy, rents, amenities, and proposed or under-construction rental developments
- *Dane County Housing Authority, U.S. Department of Housing and Urban Development:* Legally restricted affordable housing units

To the extent that information provided by SB Friedman in the report is derived from licensed data services and information (including CoStar, Esri, Emsi and others), the rights to the underlying information will be subject to the license between SB Friedman and the data service. Furthermore, only summary data can be provided under the terms of the its licenses. No data files that would violate the terms of SB Friedman's license agreements or live editable files with SB Friedman's proprietary models and methodologies will be provided to the County.

To evaluate the for-sale market, we will need the County to provide access to local MLS or Market Drive data on recent sales performance.

9. **Conduct Market and Economic Analysis.** Working with available proprietary private databases, along with federal, state and County data, we will prepare an analysis of the existing and future supply and demand for housing by price/rent level, unity types, and tenure. Key variables will include:
- o Housing values and rent levels;
  - o Property sales (requires data be provided by the County Assessor or a local real estate agent);
  - o Historic market permitting activity;
  - o Analysis of anticipated job growth, employment categories and wages, and unemployment rates;
  - o Commute and employment data for residents of Dane County and employees who work in Dane County, including travel time/distance to jobs;
  - o Consideration of the relationship between housing and transportation; and
  - o Residential market demand modeling.

To the extent possible, we will share data and findings on an ArcGIS web application for review by the HAC.

10. **HAC Meeting #2.** The goal of this meeting is to report out on existing housing conditions and forecasted change, to set the stage for discussions around current and anticipated housing needs.

*Potential Meeting Content and Agenda*

- a. Introduction and ice breaker
- b. Potential peer guest speaker, possibly author of most recent Dane County Housing Study
- c. Presentation of analysis mixed with real-time polls. This could be structured with breakout groups that highlight some of the top findings of the work conducted to date. Using a Same/Differ/Not Sure paddle, the participants will let the facilitators know if their experience in their community aligns with or differs from the technical analysis. The facilitators will ask participants to further elaborate during each round, to add qualitative context to the quantitative analysis.
- d. Question and answer/discussion period
- e. Closeout

**PROGRAM INVENTORY AND ASSESSMENT (PIRA)**

11. **Conduct Policy Analysis.** SB Friedman will identify local, state and federal policies that impact the affordability of housing in the County. As part of this analysis, we will consider the relationship between the County, municipalities, housing authority, tax laws, zoning and building codes, and more. We will compile an inventory of typical programs and policies managed by counties and municipalities to address housing affordability based on national best practices.
12. **HAC Meeting #3.** This meeting is expected to provide education on the types of affordable housing policies and programs that are in use regionally and nationally. We would invite representatives from the County and WHEDA to discuss recent efforts at the state and county level. Then we will obtain feedback from HAC members on what they are currently doing locally, what they could be doing, and what challenges they face.

*Potential Meeting Content and Agenda*

- a. Full group welcome
- b. Presentation on affordable housing programs
- c. Panel with WHEDA and County representatives providing state and local context

- d. Breakout groups for further discussion: What are municipalities doing today that they are proud of or would like to share? What would you like to be doing? What do other municipalities/the county/other entities need to be doing? What challenges do you face?
- e. Full group report back
- f. Closeout

- 13. Develop and Distribute Survey to Municipalities.** Following HAC Meeting #3, we will prepare a survey for distribution to municipalities to identify in more detail existing policies, programs, land use regulations, relevant comprehensive plan context, and more currently managed by municipalities. Survey feedback will inform the Program Inventory. We assume the County will distribute the survey to the HAC members.
- 14. Prepare Inventory of Affordable Housing Programs.** We will prepare a matrix of current affordable housing programs available through each municipality. The matrix will identify target populations for each program, as identified by jurisdictional staff in the survey and interviews.

## HOUSING FORECAST

- 15. Prepare Residential Demand Forecast Model.** We will develop a housing demand forecast model at various age and income levels using detailed U.S. Census and ACS data for the County. The model will incorporate regional preferences for housing product type by age and income of householder, based on a custom cross-tabulation of ACS data, as well as population and household projections through 2040. Applying historical preference data to future household projections by age and income will provide forecasted future demand for new housing by age group and income level. We will determine the types of housing that are currently underrepresented and those that are anticipated to be needed in the future.
- 16. Housing Instability / Cost Burden.** We will evaluate the current housing instability by analyzing the number of households currently paying more than 30% and up to 50% of their income on housing. Housing cost-burdened households will be further analyzed by various household characteristics. We will also estimate the number of households that lack reasonable access to amenities using available Esri Business Analyst data on grocery stores, daycares and other key services.
- 17. Comparative Analysis of Housing by Demographic.** We will develop a summary profile of owned and renter households to identify demographic disparities (i.e., for people of color) for characteristics such as unit size, tenure, number of bedrooms, and rent. If disparities are found to be present at the County level, we will assess by municipality to identify trends.
- 18. Fair Share Analysis.** We will conduct a comparative analysis of housing units by municipality to identify the distribution of 30-50% AMI renters and 100% AMI owners across the County.
- 19. HAC Meeting #4.** This meeting will be focused on presentation of the key findings related to housing affordability and needs by age and income, housing instability, cost burden, disparities by race/ethnicity and household type, and fair share. We envision an engaging format where presentations are mixed with real-time polls.

### *Potential Meeting Content and Agenda*

- a. Full group welcome

- b. Breakout groups. Facilitators will each have a topic area and move between breakout groups. We will have boards displaying key topical content and providing prompts for discussion. The prompts would also be sent in the workbook prior to the meeting, with HAC participants encouraged to bring notes and thoughts. Facilitated conversation will focus on reactions to presentations and digging in further on the real-time poll results.
- c. Full group report back
- d. Closeout

### **PHASE 3**

#### **VISION FOR FUTURE OF HOUSING**

- 20. Housing Advisory Committee Preparation.** We will develop an advance workbook, outlining discussion questions to be raised, and share it with the HAC in advance of the meeting.
- 21. Housing Advisory Committee Meeting #5.** This meeting would be used to define a vision for housing affordability in 2040. We would work with the HAC to identify 'fair share' principles for addressing affordable housing moving forward. At the conclusion of the meeting, we intend for the HAC to acknowledge the need for combined county and municipal actions to address housing.

##### *Potential Meeting Content and Agenda*

- a. Full group welcome
  - b. Breakout groups. Facilitators will lead participants through a discussion of their future vision for housing in the County, anticipated obstacles and potential solutions. Breakouts will begin with an overview of different strategy alternatives and the current County approach to housing affordability.
  - c. Full group report back
  - d. Closeout
- 22. Conduct Stakeholder and Key Informant Interviews.** Our team will conduct up to 30 interviews with jurisdictional representatives to follow up on HAC Meeting #5. These discussions will involve collecting additional information on the existing policies and programs available in communities, and additional input and feedback regarding the housing affordability vision. The individual or small group format will provide opportunities for participants to raise any ideas, issues and concerns that they are not comfortable discussing in the larger group. We anticipate conducting interviews with individuals via phone and videoconference. We assume the County will schedule and coordinate the meetings.

#### **REGIONAL HOUSING STRATEGIES**

- 23. Housing Advisory Committee Preparation.** We will aggregate and synthesize the various policy and program input received throughout the process. Potential policies will be organized by issue area, ability to advance the vision identified in HAC Meeting 5, and key entity responsible (county, municipality or other entity). We will compile the information in an advance workbook for review by the HAC.
- 24. Housing Advisory Committee Meeting #6.** This meeting would be used to report back on the results from surveys and outreach on the existing policy and program framework by municipality. We will present the initial framework for county and municipal policies. We will request feedback on the framework and any policy gaps.

*Potential Meeting Content and Agenda*

- a. Full group welcome
- b. Presentation on policy framework
- c. Full group question and answer
- d. Breakout groups. Discussion of programs and policies currently on the table. Ask participants to identify opportunities to collaborate and remaining programmatic gaps. We will ask HAC members to continue thinking about opportunities to expand housing initiatives and work collaboratively with the County prior to Meeting #7.
- e. Full group report back
- f. Closeout

**25. Housing Advisory Committee Preparation.** We will refine the policy framework after HAC Meeting #6, and share the revisions in advance of HAC Meeting #7. We will ask HAC members to consider priorities and their community's ability to commit to those priorities prior to Meeting #7.

**26. Housing Advisory Committee Meeting #7.** Meeting 7 will predominately be a discussion of preferred county and municipal action areas to advance housing priorities. After discussing different gaps in Meeting #6, we will solicit any remaining ideas from the HAC. Members will then work to identify preferred strategies moving forward.

*Potential Meeting Content and Agenda*

- a. Full group welcome
- b. Full group discussion of county housing interventions
- c. Breakout groups for further discussion: conduct a prioritization exercise to discuss alignment between top priorities and different proposed county solutions. Ask HAC members to also discuss how County initiatives could be augmented by local policy interventions. Ideally, we will receive HAC commitments to support advancement of the vision in this meeting.
- d. Full group report back
- e. Closeout

## COUNTY REGIONAL HOUSING STRATEGY REPORT

**27. Draft Final Report.** Findings from the PIRA, housing study, visioning sessions, strategy recommendations and next steps will be compiled into a final report. The report will document the following:

- o Our approach and methodology;
- o Findings of our analysis of population and demographics
- o Analysis of housing supply and the market;
- o Findings of our policy analysis;
- o Identify current and future housing needs;
- o Results of strategy discussions with the HAC; and
- o Identification of priority strategies for the next 3-5 years, including key next steps to achieve and evaluate progress.

We will provide the draft deliverable to the County staff and HAC for review. We anticipate incorporating one round of consolidated edits to the report based on staff feedback.

**28. Housing Advisory Committee Meeting #8 (in person).** We will prepare a final presentation to discuss the report and next steps with stakeholders.

*Potential Meeting Content and Agenda*

- a. Full group welcome
- b. Presentation of final report
- c. Panel discussion with different stakeholders and staff representatives
- d. Closeout

# SCHEDULE A - 2

SB Friedman & All Together

## Dane County Regional Housing Strategy Timeline

Milestones and Deliverables	Target Completion Date
<i>Ongoing</i>	
Monthly Project Team Meetings	July 2022-August 2023
Post-Meeting Engagement Summaries	September 2022-July 2023
Countywide Communication/Social Media Management	October 2022-July 2023, for significant milestones
Housing Advisory Committee (HAC) Meetings	July 2022-August 2023
<i>Milestones</i>	
Project Kickoff and Planning	Late July-August 2022
Regional Housing Study	August 2022-January 2023
HAC #1: Project Introduction	September 2022
Focus Groups	October 2022
Private Sector Interviews	October-November 2022
<i>Public Survey (to be conducted by County; not part of scope)</i>	September-November 2022
HAC #2: Regional Housing Analysis #1: Demographics, Housing Stock, Forecasted Change	October 2022
Countywide Communication Push #1	Late October-Early November 2022
HAC #3: Regional Housing Analysis #2: Housing Needs Assessment	November 2022
HAC #4: Regional Housing Analysis #3: Housing Instability and Disparities, Regional Balance	January 2023
Program Inventory and Assessment	November 2022-March 2023
HAC #5: Vision for the Future of Housing	February 2023
HAC #6: PIRA #1 - Local and Regional Policies and Programs	March 2023
HAC #7: PIRA #2 - Housing Toolkit and Identification of Gaps	April 2023
Regional Housing Strategy Development	February-June 2023
HAC #8: Strategy Development	May 2023
HAC #9: Strategy Refinement	June 2023
Regional Housing Strategy Report	March-July 2023
HAC #10: Regional Housing Study Report and Closeout	July 2023
Countywide Communication Push #2	July 2023
HAC #11: Flexible Meeting - The details of this flexible meeting will be determined with the County. One idea is to hold a kick-off and celebration with the HAC and broader community to mark the milestone of completing the Regional Housing Strategy and launching implementation. The meeting could also be used if more time is needed to review or process other meeting content.	August 2023

*Focus groups include: Rural low-moderate income residents; urban low-moderate income residents; youth under age 30 and LGBTQ residents; Black residents; Latinx and Hmong residents; Seniors*

## SCHEDULE A - 3

UPDATED SCOPE OF SERVICES – MAY 27, 2022

### Dane County Regional Housing Strategy

#### PROPOSED HOUSING ADVISORY COMMITTEE (HAC) MEETINGS

Outlined below are the currently proposed HAC meetings with initial agenda items for each meeting. We will work with you to refine the goals and agenda for each meeting as we design the full process during Phase 1 of the project.

#### **HAC #1: Project Introduction | In Person | September 2022**

The goal of HAC #1 is to introduce the project, energize the HAC, begin to develop connections among participants and set the stage for coming meetings.

- Full group project and team intro, including introduction from County
- Discuss facilitation and consensus building process
- Present baseline data and trends
- Divide into pre-assigned working groups; project team will have 5-6 facilitators
  - Ice breaker
  - Courageous space agreement exercise
  - Card game: Each person is given a “hand” of cards containing 7-9 high-level goals and concerns (consultant team will develop from local knowledge), and two blank “wild cards.” The breakout facilitator will ask participants to select from their hand their top opportunity/goal for this effort and their community. If their top goal is not represented in the cards, they write the concern on one of the wild cards. Once everyone has a card in hand, they will set it face up on the table. These real time decisions will be discussed (Why is this your top goal? How does this affect your community/organization/institution?). The facilitator will then remove the cards from the round and maintain the group of cards together in order to document top goals. This exercise will be down twice more to gather everyone’s top three goals. The participants will then be given a new hand of cards around issues and concerns to complete the same exercise.
  - Question and answer period
- Come back together as full group for closeout

#### **HAC #2: Regional Housing Analysis #1 – Demographics, Housing Stock, Forecasted Change | In-Person | October 2022**

The goal of this meeting is to report out on existing housing conditions and forecasted change, to set the stage for discussions around current and anticipated housing needs.

- Introduction and ice breaker
- Potential peer guest speaker
- Presentation of analysis mixed with real-time polls. This could be structured with virtual breakout rooms that highlight some of the top findings of the work conducted to date. Using a Same/Differ/Not Sure paddle, the participants will let the facilitators know if their experience in their community aligns with or differs from the

technical analysis. The facilitators will ask participants to further elaborate during each round, to add qualitative context to the quantitative analysis.

- Question and answer/discussion period
- Closeout

**HAC #3: Regional Housing Analysis #2 – Housing Needs Assessment | Virtual | November 2022**

**HAC #4: Regional Housing Analysis #3 – Housing Instability and Disparities, Regional Balance | In-Person | January 2023**

In these meetings, we will present and discuss data related to housing affordability challenges in the county. HAC #3 will be focused on presentation of the key findings related to housing affordability and needs by age and income, housing instability, cost burden, disparities by race/ethnicity, tenure and household type, and fair share. We envision an engaging format where presentations are mixed with real-time polls. Given the amount of content and desire to provide sufficient time for participants to engage with material, reflect and then discuss their experiences, we expect to need two meetings to cover the content. The potential meeting outline for the HAC #3 virtual meeting is described below; we expect the in-person HAC #4 could use a similar format, but with facilitators moving among breakout groups.

- Full group welcome
- Breakout groups. Facilitators will each have a topic area and move between breakout rooms. We will have virtual Miro boards displaying key topical content and providing prompts for discussion. The prompts would also be sent in the workbook prior to the meeting, with HAC participants encouraged to bring notes and thoughts. Facilitated conversation will focus on reactions to presentations and digging in further on the real-time poll results.
- Full group report back
- Closeout

**HAC #5: Vision for the Future of Housing | In-Person | February 2023**

This meeting would be used to define a vision for housing affordability in the county in 2040. We would work with the HAC to identify 'fair share' principles for addressing affordable housing moving forward. At the conclusion of the meeting, we intend for the HAC to acknowledge the need for combined county and municipal actions to address housing.

- Full group welcome
- Breakout groups. Facilitators will lead participants through a discussion of their future vision for housing in the County, anticipated obstacles and potential solutions.
- Full group report back
- Closeout

**HAC #6: Program Inventory and Assessment (PIRA) #1 – Local and Regional Housing Policies and Programs | Virtual | March 2023**

This meeting is used to report back on the results from surveys and outreach on the existing policy and program framework by municipality. We will also provide education on the types of affordable housing policies and programs that are in use in the county or regionally, possibly with a panel of representatives (this could also occur in HAC #7). Then we will obtain feedback from HAC members on what they are currently doing locally, what they could be doing, and what challenges they face.

- Full group welcome

- Presentation on affordable housing programs
- Panel with WHEDA and County representatives providing state and local context
- Breakout groups for further discussion: What are municipalities doing today that they are proud of or would like to share? What would you like to be doing? What do other municipalities/the county/other entities need to be doing? What challenges do you face?
- Full group report back
- Closeout

#### **HAC #7: PIRA #2 – Housing Toolkit and Identification of Gaps | In-Person | April 2023**

Building on the content from HAC #6, we will discuss additional program and policy options that are used by other counties and municipalities, bringing in ideas from outside Dane County. We could invite representatives from the County and WHEDA to discuss recent efforts at the state and county level. Based on the earlier visioning and discussions, we will request feedback on whether there are any gaps in policy areas that have been discussed.

- Full group welcome
- Presentation on policy framework
- Full group question and answer
- Breakout groups. Discussion of programs and policies currently on the table. Ask participants to identify opportunities to collaborate and remaining programmatic/policy area gaps. We will ask HAC members to continue thinking about opportunities to expand housing initiatives and work collaboratively with the County prior to Meeting #8.
- Full group report back
- Closeout

#### **HAC #8: Strategy Development | In-Person | May 2023**

In meeting #8, we will present an initial policy framework and lead a discussion of preferred county and municipal action areas to advance housing priorities. After discussing gaps in Meeting #7, we will solicit any remaining ideas from the HAC. Members will then work to identify preferred strategies moving forward.

- Full group welcome
- Full group discussion of county housing interventions
- Breakout groups for further discussion: conduct a prioritization exercise to discuss alignment between top priorities and different proposed county solutions. Ask HAC members to also discuss how County initiatives could be augmented by local policy interventions. Ideally, we will receive HAC commitments to support advancement of the vision in this meeting.
- Full group report back
- Closeout

#### **HAC #9: Strategy Refinement (Flexible Meeting) | In-Person | June 2023**

This additional in-person meeting will provide flexibility to continue to ideate around desired strategies, identify partnerships, discuss and brainstorm solutions to anticipated barriers, etc. As we move into HAC #6-8, it will become clearer whether this meeting is needed and what the content will be.

**HAC #10: Regional Housing Strategy Report and Closeout | In-Person | July 2023**

At this meeting, we will present the report and discuss next steps with the group. This meeting could include a panel discussion with stakeholders and staff representatives regarding next steps with implementation.

**HAC #11: Flexible Meeting | In-Person | August 2023**

The details of this flexible meeting will be determined with the County. One idea is to hold a kick-off and celebration with the HAC and broader community to mark the milestone of completing the Regional Housing Strategy and launching implementation. The meeting could also be used if more time is needed to review or process other meeting content. The project team will provide content and planning for the meeting.

## 1. General Provisions.

- A. The Parties agree to add this additional provision to General Guidelines Terms & Conditions, Sec. 4.0 Standard Terms & Conditions, Clause 17.0 Patent, Copyright and Trademark Infringement: “Certain PROVIDER work product may contain information and data obtained from licensed data sources. COUNTY shall be restricted in its use of documents containing such information and data in accordance with its licensing requirements. As it relates to this licensing provision, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense.
- B. PROVIDER represents that it does not carry Environmental Impairment Liability insurance and that it is not relevant to the proposed scope of work. COUNTY agrees to waive the General Guidelines Terms & Conditions, Sec. 4.0 Standard Terms & Conditions, Clause 20.2.3 requirement.
- C. All documents prepared as work product shall become the property of COUNTY. Notwithstanding anything to the contrary contained in this Agreement, it is understood that PROVIDER shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by PROVIDER prior to the performance of this Agreement and the same shall not be deemed to be work product or work for hire, and PROVIDER shall not be restricted in anyway with respect thereto. To the extent that information provided by PROVIDER is derived from licensed data services and information, the rights to the underlying information will be subject to the license between PROVIDER and the data service.

## **SCHEDULE B**

### **Pricing Structure and Payment**

**Invoices/Payment:**

PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

COUNTY has the sole authority to determine acceptance of the final work product. PROVIDER has ten (10) business days to respond and cure any issues identified by COUNTY. Multiple rounds of review and revision may be necessary to cure the identified issues and ensure COUNTY acceptance of final work product.

If PROVIDER is timely with respect to all of its obligations under this AGREEMENT, the COUNTY shall make payments due within 30 days of the date of receipt of billing. If PROVIDER fails to meet time limits, COUNTY'S payments will be delayed an additional 30 days. Invoices shall be sent to:

[parry@countyofdane.com](mailto:parry@countyofdane.com)

**Specific pricing structure and payment schedule are contained in the attached pricing document**

# SCHEDULE B

Milestone Payment	Total Payment Amount	Payment Breakdown		Date
		Original Proposal	Addendum*	
Project Kickoff & Planning, HAC 1, Meeting Summary 1*	\$33,605	\$32,727	\$878	September 2022
Regional Housing Study #1 (RFP elements a, b, c), HAC 2, Focus Groups*, Meeting Summary 2*	\$56,575	\$42,987	\$13,588	October 2022
Regional Housing Study #2 (RFP element d), HAC 3, Private Sector Interviews*, Countywide Communications Push #1*, Meeting Summary 3*	\$30,074	\$22,876	\$7,198	November 2022
Regional Housing Study #3 (RFP elements e, f, g, h), HAC 4, Meeting Summary 4*	\$21,520	\$20,642	\$878	January 2023
HAC 5 Visioning, Meeting Summary 5*	\$14,798	\$13,920	\$878	February 2023
PIRA #1 (Local & regional inventory), HAC 6, Meeting Summary 6*	\$35,594	\$34,716	\$878	March 2023
PIRA #2 (Housing toolkit), HAC 7, Meeting Summary 7*	\$20,814	\$19,936	\$878	April 2023
HAC 8 Strategy Development, Meeting Summary 8*	\$14,361	\$13,483	\$878	May 2023
HAC 9* Strategy Refinement, Meeting Summary 9*	\$16,903	\$1,374	\$15,529	June 2023
Regional Housing Strategy Report, HAC 10*, Countywide Communications Push 2*	\$39,155	\$22,204	\$16,951	July 2023
HAC 11* Flexible Meeting	\$14,752	\$0	\$14,752	August 2023
<b>Total Project Cost</b>	<b>\$298,151</b>	<b>\$224,865</b>	<b>\$73,286</b>	

\* Indicates contract addendum task and budget (communications push, meeting summaries, focus groups, business interviews); see contract addendum

HAC = Housing Advisory Committee meeting

PIRA = Program Inventory and Assessment