

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

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PURPOSE

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.

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CONSIDERATION

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.

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RESTRICTIONS

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

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TERM

86 The term of this Agreement shall be three (3) years commencing January 1, 2020
87 and continuing through the entire Program Year of 2022, the third year of COUNTY's
88 Urban County qualification period, and for such additional time as may be established
89 under the automatic renewal terms of this section or as may be required for the
90 expenditure of the CDBG and HOME funds granted to COUNTY for such period and
91 the related program income, as defined by HUD regulations. Neither the COUNTY
92 nor the MUNICIPALITY executing this Agreement shall have the opportunity to opt
93 out of the Urban County Program during the period that this Agreement is in effect.

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

98 the other party that it elects not to participate in a new qualification period by the date
99 specified in HUD's urban county qualification notice for the next qualification period.
100 COUNTY shall provide a copy of any such notice to the HUD Field Office. By the
101 date specified in HUD's urban county qualification notice for the next qualification
102 period, COUNTY shall notify MUNICIPALITY of its right not to participate in the next
103 qualification period.

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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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113 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.

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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.

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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179 MUNICIPALITY attests that it has adopted and is enforcing:

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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

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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.

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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,
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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.
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212
213 _____
214 Village President Village Clerk
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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
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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.
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231 Dated this _____ day of _____, 2019.
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233 _____
234 Susan Rauti
235 Assistant Corporation Counsel
236 State Bar # 1037944
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