

FIRST AMENDMENT TO THE CONTRACT
FOR SERVICES, MATERIALS AND EQUIPMENT
BETWEEN THE CITY OF MADISON AND
THE COMMUNITY DEVELOPMENT AUTHORITY

THIS AGREEMENT, entered into by and between the CITY OF MADISON, a municipal corporation, created and existing under the laws of the State of Wisconsin (hereinafter referred to as "CITY"), and the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, a public body, corporate and politic, created and existing under the laws of the State of Wisconsin (hereinafter referred to as "AUTHORITY");

W I T N E S S E T H:

WHEREAS, the Common Council of the City of Madison, by Sec. 3.69, Madison General Ordinances, entitled "Community Development Authority of the City of Madison", adopted on May 1, 1979, did thereby create a Community Development Authority; and

WHEREAS, the Community Development Authority is authorized by that ordinance to be a public body, exercising necessary public powers and having all the powers, duties and functions conferred on housing authorities, redevelopment authorities and housing and community development authorities, by applicable law said powers and duties more specifically set forth in Sec. 3.69(11) of the Madison General Ordinances; and

WHEREAS, pursuant to Sec. 3.69(9) of the Madison General Ordinances, the Authority has been authorized by the Common Council to call upon any department, board, commission or agency of the CITY for assistance and cooperation in the performance of its duties and functions; and

WHEREAS, pursuant to Sec. 3.69(9) of the Madison General Ordinance, all CITY departments, boards, commissions and agencies are authorized and directed to cooperate with and furnish assistance to the AUTHORITY as may be required by the AUTHORITY; and

WHEREAS, the AUTHORITY wishes to contract with the CITY for the performance of service which may be required by the AUTHORITY in the performance of its functions and compensate the CITY for all services rendered to the AUTHORITY, said services to be coordinated through the Executive Director of the AUTHORITY; and

WHEREAS, the CITY and the AUTHORITY entered into an agreement on July 31, 1981 and it is now deemed desirable by the parties hereto to amend the agreement for the continued provision of said services in order to achieve the goals and objectives of the AUTHORITY and the CITY and to continue to serve the public interest.

NOW, THEREFORE, the parties do mutually agree to bind themselves as follows:

ARTICLES I.
SCOPE OF SERVICES

A. CITY SERVICES

The CITY shall provide to the AUTHORITY, upon request, the services necessary to carry out its powers, duties and functions. The services provided shall be coordinated through the Executive Director of the AUTHORITY. The services available to the AUTHORITY shall include but not necessarily be limited to the following:

1. Planning Services.

This service shall include coordinating with regional housing policies and plans, functional planning and capital improvement programming and other planning services that may from time to time be needed by the AUTHORITY.

2. Housing Development Services.

This service shall include development and packaging of new housing programs and urban renewal-related projects. These housing programs are generally funded through HUD under Title II of the Housing and Community Development Act of 1974, as amended. Because the extent of HUD funding for planning, development and start-up costs varies from program to program, the local (CITY) share of such costs also varies. Housing Development works closely with other CITY staff, including Real Estate and Relocation, and the Plan Commission. Housing Development also works closely with the Department of Housing and Urban Development (HUD) and the Wisconsin Housing Finance and Economic Development Authority (WHEDA). When architectural, engineering or management consultants are to be utilized on AUTHORITY projects, they must be recruited and selected in accordance with CITY, state and federal requirements and approved by the AUTHORITY.

3. Housing Management Services.

This service shall include the following activities:

- a. Tenant admissions and placement;
- b. Maintenance of all AUTHORITY-owned buildings, apartments, grounds and equipment;
- c. Tenant services;
- d. Public housing modernization programs; and
- e. Administration of the Rental Assistance Program.

4. Financial Services.

This service, provided through the City Comptroller, shall include administrative and fiscal support and maintenance of AUTHORITY financial records. The financial records of the AUTHORITY shall be maintained by the City Comptroller in a manner acceptable to the AUTHORITY and the Department of Housing and Urban Development.

5. Legal Services.

This service, provided by the City Attorney, shall include rendering legal opinions, drafting of legal documents and representing the AUTHORITY in litigation. It is understood that in the event a conflict of interest develops in the legal representation of the AUTHORITY and the CITY, the City Attorney will decline the representation of the AUTHORITY or the CITY.

6. Contract Compliance Services.

This service, provided by the City Affirmative Action Office, shall include contract compliance services for construction and modernization contracts executed by the AUTHORITY.

7. Other City Services.

The CITY shall provide such other services and activities, including special studies, as are necessary to accomplish the purpose of this Agreement as may be requested by the AUTHORITY and directed by the Mayor.

8. Drug Free Work Place.

The CITY shall comply with the requirements of the Drug Free Work Place Act of 1988 in the provision of CITY services to the AUTHORITY.

The CITY reserves the right and discretion to determine funding and staffing levels of City employees to be made available to the AUTHORITY pursuant to the terms of this Agreement. Nothing contained herein shall be construed as requiring the CITY to budget funds or retain employees to provide said services. As per Sec. 3.69(9), Madison General Ordinances, in the event that any department, commission or agency shall refuse or is unable to comply with the request of the AUTHORITY for assistance on a timely basis, the AUTHORITY may request resolution of the matter by the Mayor, or if necessary, by the Common Council. In addition, the AUTHORITY may employ technical experts and such other officers, agents and employees, permanent and temporary, as it may require from time to time in the performance of its duties and functions within the limits of the funds available for such purpose.

B. AUTHORITY SERVICES

1. Powers and Duties of the AUTHORITY.

The AUTHORITY shall fulfill its responsibilities and obligations as outlined in Sec. 3.69(11) of the Madison General Ordinances. It is understood that within the responsibilities of the AUTHORITY, that it may be required by the CITY to act as the developing agent on behalf of the CITY in those projects in which it is determined that the AUTHORITY has been legally delegated with the powers necessary to undertake such projects. The CITY will provide for the participation of the AUTHORITY or its designee in the planning process leading up to such a request. Furthermore, the CITY shall not request the AUTHORITY to serve as its developing agent without having previously referred the proposed project to the AUTHORITY for its review and recommendation.

2. Housing and Rehabilitation Services.

The AUTHORITY, pursuant to authorization and direction of the Common Council, acts as the agent of the CITY with regard to the CITY's neighborhood and housing rehabilitation programs. These programs currently include the Homebuyer's Assistance Program, the Housing Rehabilitation Services Program, Section 312 Program, and the ~~Neighborhood Conservation Program~~ the Section 17 Rental Rehabilitation Program, the Cooperative Ownership Assistance Program and the Capital Revolving Fund.

ARTICLE II.
REIMBURSEMENT

The AUTHORITY agrees to reimburse the CITY for performing services and providing the space, material, supplies and equipment to carry out the activities and operations described under this Agreement. The CITY shall be reimbursed for all costs of providing said services in accordance with the following:

- A. The AUTHORITY agrees to reimburse the CITY for the actual cost of materials, supplies and equipment utilized by the Housing Operations Unit of the Department of Planning and Development, in the programs and projects of the AUTHORITY provided that all purchase orders and disbursement vouchers are approved by the AUTHORITY or its designee prior to the expenditure by the CITY.
- B. The AUTHORITY agrees to reimburse the CITY for the actual cost of wage and fringe benefits paid by the CITY for actual time worked by the staff of the Housing Operations Unit of the Department of Planning and Development provided that the Payroll Time Sheets are approved by the AUTHORITY or its designee prior to payment by the CITY.
- C. The AUTHORITY agrees to reimburse the CITY for the cost of support services provided by the CITY departments as they relate to the

performance of the services rendered under this Agreement, provided that all inter-agency charges are approved by the AUTHORITY or its designee prior to reimbursement of the CITY.

- D. The AUTHORITY agrees to reimburse the CITY for the actual cost of construction and modernization contracts and architectural, engineering and management consultant contracts that are entered into with the approval of the AUTHORITY, provided that disbursements are approved by the AUTHORITY or its designee prior to payment by the CITY.

The City Comptroller shall prepare a periodic basis, a summary of expenditures made by the CITY on behalf of the AUTHORITY as provided in Article II, Section C. of this Agreement. This reimbursement summary shall be submitted to the AUTHORITY or its designee for approval. The AUTHORITY shall reimburse the CITY on a timely basis. The approval by the AUTHORITY or its designee of the Payroll Time Sheets for the Housing Operations Unit of the Department of Planning and Development, as provided in Article II, Section B. of this Agreement shall constitute the necessary approval for the reimbursement for those services. The approval by the AUTHORITY or its designee of all purchase orders and disbursement vouchers for the Housing Operations Unit of the Department of Planning and Development as provided in Article II, Section A. of this Agreement shall constitute the necessary approval for the reimbursement for those services. The approval by the AUTHORITY or its designee of all contract disbursements as provided in Article II, Section D. of this Agreement shall constitute the necessary approval for the reimbursement of those costs.

ARTICLE III.

TIME OF CONTRACT, AMENDMENTS AND TERMINATION

A. TERM OF AGREEMENT.

The term of this Agreement shall commence upon its execution by the parties and shall continue until terminated.

B. AMENDMENTS.

This Agreement may be amended at any time, but such amendment shall take effect only upon the mutual written consent of both parties.

ARTICLE IV.

ANNUAL WORK PLAN

The AUTHORITY and the Mayor agree to develop an Annual Work Plan prior to the preparation of the CITY's Executive Budget.

ARTICLE V.

PROFESSIONAL LIABILITY

- A. The City Attorney shall render an opinion regarding the applicability of Section 895.46 of the Wisconsin Statutes to members of the AUTHORITY and its Executive Director.

B. The CITY shall secure errors and omissions professional liability insurance in an amount of at least \$1 million covering members of the AUTHORITY and its Executive Director. The insurance shall provide for payment of damages and costs. In addition, it shall provide for the payment of attorney's fees and costs in defending any action or special proceeding in which members of the AUTHORITY or its Executive Director are proceeded against because of acts committed while carrying out their duties and responsibilities.

IN WITNESS WHEREOF, the CITY and the AUTHORITY have caused this Agreement to be executed in their respective names and have caused their respective seals to be hereunto affixed this 3rd day of May, 1990.

WITNESS:

CITY OF MADISON, WISCONSIN
A municipal corporation

Karla Tullmore

Paul R. Soglin
PAUL R. SOGLIN, Mayor

Diane Wedel

Andre Blum
ANDRE BLUM, City Clerk

WITNESS:

COMMUNITY DEVELOPMENT AUTHORITY OF
THE CITY OF MADISON, a public body

Perry Braun

Terese Berceau
TERESE BERCEAU, Chair

Perry Braun

George E. Austin
GEORGE E. AUSTIN, Secretary

APPROVED:

APPROVED AS TO FORM:

Paul R. Reilly
PAUL R. REILLY, City Comptroller

Henry A. Gempele
HENRY A. GEMPELER, City Attorney

GEA:lma1/15.3