

**HOME Investment Partnerships Program
Consortium Agreement**

THIS AGREEMENT entered into the ____ day of _____, 2020 is by and between the County of Lake, a body politic and corporate of the State of Illinois (the "County"), the City of Waukegan, an Illinois municipal corporation, and the City of North Chicago, an Illinois municipal corporation (the "Municipalities").

WITNESSETH:

WHEREAS, the United States Congress has enacted the Cranston-Gonzales National Affordable Housing Act ("the Act") providing federal financial assistance for the support of affordable housing as identified in Title II--Investment in Affordable Housing of HOME Investment Partnerships Act; and

WHEREAS, the Act makes possible the allocation of funds to the County for the purpose of undertaking affordable housing activities identified in the Act; and

WHEREAS, the County and the Municipalities have determined that joint action is the most effective way to accomplish the purposes of said Act; and

WHEREAS, units of local government have had conferred upon them the following powers by Article VII, Section 10(a) of the 1970 Constitution of the State of Illinois:

"Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of governments may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities." ; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) enacted by the State of Illinois provides in part:

"§ 3. Intergovernmental Cooperation. Any power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment..."

"§ 5. Intergovernmental Contracts. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved, by the governing bodies of each party to the

contract... Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties."; and

WHEREAS, the parties to this Agreement have had conferred upon them the exercise of powers authorized by the Housing Authorities Act (310 ILCS 10/1 et seq.).

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the aforementioned recitals it is hereby agreed between the County and Municipalities hereto:

- A. That the aforementioned recitals are incorporated herein by reference.
- B. That the Lake County HOME Investment Partnerships Consortium (the "Consortium") is defined to include as members of the Consortium the County of Lake, the City of Waukegan and the City of North Chicago, which authorize and execute this Agreement.
- C. That the Municipalities and the County hereby agree to cooperate to undertake and/or to assist in undertaking housing assistance activities in order to alleviate housing problems through the HOME Investment Partnerships Program (hereinafter referred to as "the HOME Program") in cooperation with the Consortium.
- D. That the Municipalities agree that the County will assume overall responsibility as the lead entity to ensure that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Housing and Community Development Plan ("the Consolidated Plan") in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR 92.350(a)(5). It is mutually understood, however, that the County is responsible for implementation of the HOME Program and that each Municipality remains fully responsible for implementation of any other funding from federal, state, or local programs which may be identified in the Consolidated Plan as it pertains to the identified needs and priorities of the Municipalities. Notwithstanding the foregoing, in no event may any Municipality obstruct the implementation of the Consortium's approved Consolidated Plan.
- E. That the lead entity is not authorized to unilaterally amend this Agreement. The Lake County Consortium requires all consortium members to sign and approve any and all amendments to this Agreement.
- F. That the Municipalities and the County hereby agree that funding of the respective parties shall be as follows for the Consortium's annual funding allocation under the HOME Program:
 - i. After deducting Administrative Costs (10%), Community Housing Development Organization (CHDO) set-aside project funds (15%), and Community Housing Development Organization (CHDO) operating funds (5%) from the proceeds of the grant, the Municipalities and the County shall share in the balance of the available funds based upon the following percentages:

City of North Chicago – 15%
City of Waukegan – 25%
Lake County – 60%
 - ii. The Municipalities shall prevent neither the contracting nor the commitment (as defined in 24 CFR 92.2) of funds under the Act. If either Municipality is unable to contract with the County and/or commit funds under the Act to a specific HOME Program project, the County shall reallocate the funds as needed to meet the HUD Commitment Deadline set by the HOME Program statute. The

County shall consult with the Municipality when reallocating funds under this part, however the County shall make the final decision on the reallocation of funds.

- G. That the above allocation method shall not apply to program income, reallocated funds or recaptured funds as defined in 24 CFR Part 92. Allocation of these funds shall be in accordance with the requirements of 24 CFR Part 92.
- H. That the Municipalities under this contract shall be considered subrecipients as defined in 24 CFR Part 92 and contracts between the Municipalities and the County shall meet all of the requirements under 24 CFR 92.504(c)(2). In particular, the County shall permit the Municipalities to retain any program income generated by its HOME allocation for the undertaking of additional eligible activities as defined in 24 CFR Part 92.
- I. That the Municipalities agree to evidence their consent to participate in the Consortium by providing the County with two certified copies of a Resolution from the governing body of each Municipality stating that the Chief Executive Officer of the Municipality is authorized to sign this Consortium Agreement.
- J. That the signatures of said Chief Executive Officers will be affixed to this Agreement evidencing the willingness of the Municipalities to participate in the Consortium, and to cooperate in the implementation of the Lake County Consortium for HOME.
- K. That the County agrees to evidence its consent to participation in the Consortium by providing the Municipalities with one certified copy of a Resolution from the governing body of the County that the Chief Executive Officer of the County is authorized to sign this Consortium agreement.
- L. That the signature of said Chief Executive Officer will be affixed to this Agreement evidencing the willingness of the County to participate in the Consortium.
- M. That a copy of this Consortium Agreement signed by the Chief Executive Officer of the County will be provided to the Municipalities.
- N. That the Municipalities and County agree to fund and to affirmatively further fair housing.
- O. That the term of this Agreement is for a period of not less than the period necessary to carry out all activities that will be funded from funds awarded for the Federal Fiscal Years 2021, 2022 and 2023 (covering the three Consolidated Plan Program Years commencing May 1, 2021 and ending April 30, 2024); that this Agreement remains in effect until the HOME funds from each of Federal Fiscal Years 2021, 2022 and 2023 are closed out pursuant to 24 CFR 92.507; and that none of the signatories to this Agreement may withdraw from the Consortium while this Agreement remains in effect. Additionally, if this Agreement is automatically renewed this Agreement shall remain in effect until the HOME funds from each successive three year period are closed out pursuant to 24 CFR 92.507.
- P. That this Agreement shall automatically renew for the Consortium's participation in successive qualification periods of three Federal Fiscal years each, unless 60 days prior to the term of this Agreement the County serves notice to the Consortium Members of its intent not to renew the Agreement. No later than the date specified by HUD's consortia designation notice, the County shall notify the Municipalities in writing of its right to decide not to participate in the Consortium for the next qualification period and the County shall send a copy of each notification to the HUD Field Office.
- Q. That if a Municipality decides not to participate in the Consortium for the next qualification period, the Municipality shall notify the County within 30 days of receiving the County's notice of its right not to

participate, and the County shall notify the HUD Field Office, before the beginning of the new qualification period.

- R. That before the beginning of each new qualification period, the County shall submit to the HUD Field Office a statement of whether any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium's membership has changed, the state certification required under 24 CFR 92.101(a)(2)(i). The Consortium shall adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.
- S. That the automatic renewal of this Agreement will be void if the County fails to notify a Municipality or the HUD Field Office as required by any provision of this Agreement, or the County fails to submit a copy of each amendment to this Agreement.
- T. That the signatories of this Agreement are all currently entitlement communities under the Community Development Block Grant (CDBG) program. Due to the inherent relationship between the capacities necessary to undertake the HOME program and each community's entitlement status under CDBG, if during this Agreement any one of the signatories loses its CDBG entitlement status all of the signatories agree that for the remaining Federal Fiscal Years after the loss of status this Agreement shall be null and void.
- U. That the program year start date for the Consortium shall be May 1, and that the County and the Municipalities are on the same program year for the CDBG, HOME and ESG programs.
- V. That the parties hereto agree that this Agreement which may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly designated officials.

COUNTY OF LAKE, ILLINOIS

BY: _____
Chairman of the Lake County Board

ATTEST: _____
County Clerk

SEAL:

CITY OF WAUKEGAN

BY: _____
Mayor

ATTEST: _____
City Clerk

SEAL:

CITY OF NORTH CHICAGO

BY: _____
Mayor

ATTEST: _____
City Clerk

SEAL:

DRAFT