

**HOME-ARP Program
Consortium Agreement**

THIS AGREEMENT entered into the ____ day of _____, 2022 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 American Rescue Plan Act of 2021 (P.L. 117-2) ("ARP" or "Act") providing federal financial assistance to states, units of general local government, insular areas, and consortia of units of general local government that qualified for an allocation of HOME Investment Partnerships Program ("HOME") funds in Fiscal Year 2021 to provide homelessness assistance and supportive services; and

WHEREAS, the Act makes possible the allocation of funds to the County for the purpose of performing activities that primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations; 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 powers authorized by the Housing Authorities Act (310 ILCS 10/1 et seq.).

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, it is hereby agreed between the County and Municipalities hereto:

ARTICLE 1: RECITALS

The foregoing recitals are incorporated herein and made part of this Agreement.

ARTICLE 2: BASIS, PURPOSE AND INTENT

1. The Lake County HOME Investment Partnerships Consortium ("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.
2. An Intergovernmental Agreement ("Consortium Agreement") dated the 7th day of May, 2020 was entered into by the County and the Municipalities establishing the Consortium and defining the administration of the HOME Program.
3. The Consortium received \$6,025,377.00 of HOME-ARP funds to perform activities benefiting qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations.
4. HOME-ARP funds are one-time relief funding with separate goals and qualifying populations¹ from the HOME Program.
5. HUD will not provide Consortium member specific HOME-ARP allocation amounts.
6. HOME-ARP funded activities are limited to (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units (collectively, the "HOME-ARP Services").
7. The administration of HOME-ARP is not subject to the May 2020 Consortium Agreement.

¹ ARP defines qualifying individuals or families as those that are (1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) ("McKinney-Vento"); (2) at risk of homelessness, as defined in section 401 of McKinney-Vento; (3) fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; (4) part of other populations where providing supportive services or assistance would prevent a family's homelessness or would serve those with the greatest risk of housing instability; or (5) veterans and families that include a veteran family member that meet the criteria in one of (1)-(4).

ARTICLE 3:

AGREEMENT

1. That the Municipalities and the County as the Consortium hereby agree to cooperate to undertake and/or to assist in undertaking the HOME-ARP Services in alignment with HOME-ARP.
2. That homelessness extends beyond municipal boundaries and a County-wide strategy is in the best interest of the Consortium.
3. That the Municipalities agree that the County will assume overall responsibility as the lead entity to ensure that the Consortium's HOME-ARP Program is carried out in compliance with HUD regulations as defined in CPD Notice 21-10 and 24 CFR Part 92 including requirements concerning the development of a HOME-ARP Allocation Plan ("Allocation Plan"). It is mutually understood, however, that the County is responsible for implementation of the HOME-ARP Program and that each Municipality remains fully responsible for implementation of any other funding from federal, state, or local programs which pertain 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 HOME-ARP Allocation Plan.
4. That the Municipalities and the County hereby agree that the HOME-ARP Allocation Plan shall be developed in accordance with the requirements outlined in CPD Notice 21-10 including agency and service provider consultation, public participation and description of the planned distribution of HOME-ARP funds.
5. The Consortium shall consult with agencies and service providers, including the Lake County Continuum of Care ("CoC"), to identify unmet needs and gaps in service. Provider consultations will provide the basis for the distribution of HOME-ARP funds.
6. The Lake County Consortium Program Year 2022 (PY22) funding application round will allocate HOME-ARP funds. Projects and activities seeking HOME-ARP funds must submit an application and no HOME-ARP funds will be awarded to a project not completing an application.
7. The Municipalities will have the opportunity to review the HOME-ARP Allocation Plan prior to the submission to HUD.
8. That no member entity is 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.
9. That the Municipalities agree to evidence their consent to participate in the Consortium's delivery of the HOME-ARP Services by providing the County with two certified copies of a Resolution from their respective governing body stating that the Chief Executive Officer of the Municipality is authorized to sign this Agreement.
10. That the County agrees to evidence its consent to participation in the Consortium's delivery of the HOME-ARP Services 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 Agreement.

11. The term of this Agreement is for a period of not less than the period necessary to carry out all HOME-ARP funded activities; all HOME-ARP funds must be disbursed prior to September 30, 2030.
12. 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-ARP 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 years after the loss of status this Agreement shall be null and void.
13. 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.
14. 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: