

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



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DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: HOME Investment Partnership Program Resolution No.: 13-154

Consortium Agreements

Submitted by: Josh Beck, (630) 444-2960

Dept. Head Signature: *Scott Decker*

Date Submitted: 06-13-2013

Dept. Head Sign-off Date: 6-13-13

Examined by:

Joseph F. Lulves
(Print name)

Joseph F. Lulves
(Signature)

6-13-13
(Date)

Post on the Web: YES NO Atty Initials: *FL*

Comments:

Enclosed please find (3) HOME Consortium Agreements for Chairman Lauzen's review and signature. This agreement allows Kane County in partnership with the City of Elgin to continue to receive formula HOME funds from the Department of Housing and Urban Development.

Chairman signed: YES NO 6/13/13
(Date)

Document returned to: Josh Beck
(Name/Department)



HOME Investment Partnerships Program
Consortium Agreement

THIS AGREEMENT, entered into effective as of the ____ day of _____, 2013, by and between the COUNTY OF KANE, a body politic and corporate of the State of Illinois (the "COUNTY"), and the CITY OF ELGIN, an Illinois municipal corporation (the "MUNICIPALITY"), which are collectively known as "the parties."

WITNESSETH:

WHEREAS, the United States Congress has enacted the Cranston-Gonzalez 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, 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 government 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 as follows:

"Section 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 and except where specifically and expressly prohibited by law."

“Section 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 to 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 and except where specifically and expressly prohibited by law. 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 in Chapter 65 of the Illinois Compiled Statutes (known as the “Illinois Municipal Code”), and Chapter 55 of the Illinois Compiled Statutes (known as the “Illinois Counties Code”).

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between the COUNTY and the MUNICIPALITY hereto, as follows:

- A. That the recitals hereinabove set forth are incorporated herein by reference as if fully set forth herein.
- B. That the Kane County HOME Investment Partnerships Consortium (the “Consortium”) is defined to include as members of the Consortium the COUNTY and the MUNICIPALITY, which authorize and execute this Agreement.
- C. That the MUNICIPALITY and the COUNTY hereby agree to cooperate, undertake, and/or assist in undertaking housing assistance activities in order alleviate housing problems through the HOME Investment Partnerships Program (the “HOME Program”) in cooperation with the Consortium.
- D. That the MUNICIPALITY hereby authorizes the COUNTY to act in a representative capacity as the lead entity for the members of the Consortium for purposes of the HOME Program.
- E. That the MUNICIPALITY agrees that the COUNTY will assume overall responsibilities 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 inclusion of proposed HOME Program activities in the Consortium’s Consolidated Plan for Housing and Community Development (ConPlan) in accordance with applicable HUD regulations. It is mutually understood, however, that the COUNTY is responsible for the implementation of the HOME Program and that the MUNICIPALITY remains fully responsible for implementation of any other

funding from federal, state, or local programs which may be identified in the Consortium's or the MUNICIPALITY'S approved ConPlan as it pertains to that MUNICIPALITY'S identified needs and priorities. Notwithstanding the foregoing, in no event may the MUNICIPALITY obstruct implementation of the Consortium's approved ConPlan.

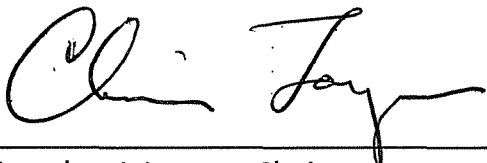
- F. That the MUNICIPALITY agrees to evidence its consent to participate in the Consortium by providing the COUNTY with two (2) certified copies of a resolution from the governing body of the MUNICIPALITY that the Chief Elected Official of the MUNICIPALITY is authorized to sign this Consortium Agreement.
- G. That the signature of said Chief Elected Official will be affixed to this Agreement evidencing the willingness of the MUNICIPALITY to participate in the Consortium, and to cooperate in the implementation of the Kane County Consortium for the HOME Program.
- H. That the COUNTY agrees to evidence its consent to participate in the Consortium by providing the MUNICIPALITY with one (1) certified copy of a resolution from the governing body of the COUNTY that the Chief Elected Official of the COUNTY is authorized to sign this Consortium Agreement, and an unqualified opinion of its legal counsel acceptable to the MUNICIPALITY concluding that the terms and provisions of this Consortium Agreement are fully authorized under state and local law and that this Consortium Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME Program.
- I. That the signature of said Chief Elected official will be affixed to this Agreement evidencing the willingness of the COUNTY to participate in the Consortium; and
- J. Further, that a copy of this Consortium Agreement, signed by the Chief Elected Official of the COUNTY, will be provided to the MUNICIPALITY.
- K. That the program year start date for the Consortium shall be June 1, 2014, and all units of general local government that are members of the Consortium are on the same program year for the CDBG, HOME, ESG and HOPWA programs.
- L. That the MUNICIPALITY and the COUNTY agree to affirmatively further fair housing.
- M. 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 2014, 2015, and 2016 (commencing June 1, 2014 ending May 31, 2017); that this Agreement remains in effect until the HOME funds from each of Federal Fiscal Years 2014, 2015, and 2016 are closed out pursuant to 24 CFR 92.507; and that

none of the signatories to this Agreement may withdraw from the Consortium during the period specified in this paragraph.

- N. That the parties hereto agree to adopt any amendment to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in HUD's Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period; that the COUNTY shall submit said amendment to HUD as specified in the Consortium Qualification Notice.
- O. That the parties hereto agree that, in the event that a qualifying municipality other than the above-named MUNICIPALITY decides to join the Consortium after June 1, 2014, said municipality shall (1) submit evidence that it qualifies as a unit of general local government for the purposes of the HOME Program, (2) provide written notice to the parties to this Agreement, and (3) agree to comply with all provisions of this Agreement applicable to municipalities; and in the event all of the parties hereto agree that an amendment to this Agreement should be made to add such additional municipality, an amendment to this Agreement may be made by the execution of a written amendment to this Agreement by Kane County, the City of Elgin, and the municipality seeking to be included into this Consortium Agreement.
- P. 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 KANE, a body politic in the State of Illinois

By:  Date: 6-13-13

Christopher J. Lauzen, Chairman
Kane County Board

CITY OF ELGIN, a municipal corporation

By: _____ Date: _____
David Kaptain, Mayor
City of Elgin

Attest: _____
Kimberly Dewis, City Clerk
City of Elgin