

RESOLUTION R-37-08

A RESOLUTION AUTHORIZING THE EXECUTION OF THE HOME
INVESTMENT PARTNERSHIPS CONSORTIUM AGREEMENT

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act provides federal financial assistance to support affordable housing; and

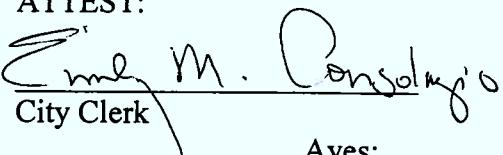
WHEREAS, the County of DuPage, the Village of Downers Grove, the City of Naperville and the City of Wheaton have previously joined together to form the HOME Investment Partnerships Consortium; and

WHEREAS, the City of Wheaton is now required to renew its participation in the aforementioned consortium.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor of the City of Wheaton is hereby authorized to execute the HOME Investment Partnerships Consortium Agreement dated June 16, 2008.

ADOPTED this 16th day of June, 2008.

ATTEST:


Emily M. Consolino
City Clerk

Ayes:


Michael J. Gresk
Mayor

Roll Call Vote:

Councilman Mouhelis
Councilman Prendiville
Councilman Johnson
Councilman Levine
Mayor Gresk

Nays:

None

Absent:

Councilwoman Corry
Councilman Suess

Motion Carried Unanimously

HOME Investment Partnerships
Consortium Agreement

THIS AGREEMENT entered into effective as of the 16th day of June, 2008, by and between the COUNTY OF DU PAGE, a body politic and corporate of the State of Illinois (the "COUNTY") and the following municipalities which authorize and execute this Agreement: the municipalities of Naperville, Wheaton and Downers Grove, all Illinois municipal corporations (the "MUNICIPALITIES"), which are collectively known as the parties.

WITNESSETH:

WHEREAS, the United States Congress has enacted the Cranston-Gonzalez National Affordable Housing Act, as amended, ("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 agree that it is desirable and in the interests of their citizens to secure approval by the federal government to be considered as a consortium under the federal HOME program operated by the U.S. Department of Housing and Urban Development as authorized under the Act, and 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 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 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 Agreements. 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 bylaw...."

Section 5. 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 and 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."

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 MUNICIPALITIES hereto, as follows:

- A. That the recitals hereinabove set forth are incorporated herein by reference as if fully set forth herein.
- B. That the DuPage County HOME Investment Partnerships Consortium (the "Consortium") is defined to include as members of the Consortium the COUNTY and the following Municipalities which authorize and execute this Agreement: the Cities of Naperville, Wheaton, and Downers Grove, Illinois.
- 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 HOME Program) in cooperation with the Consortium.

D. That the MUNICIPALITIES hereby authorize the COUNTY to act in a representative capacity as the lead entity for the members of the Consortium for purposes of the HOME Program. The COUNTY, in its capacity as lead entity, is authorized to enter into an agreement with HUD. The County Board Chairman, chief elected official of the lead entity, acting on behalf of the Consortium, is authorized to submit an application for funding under the federal HOME Program, consistent with the approved HOME Program design for each year. The COUNTY, as lead entity, is authorized to enter into agreements with non-profit organizations receiving funding under the approved HOME Program design.

E. That the MUNICIPALITIES agree 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 each 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 respective MUNICIPALITIES' approved ConPlans as it pertains to that MUNICIPALITY'S identified needs and priorities. Notwithstanding the foregoing, in no event may any MUNICIPALITY obstruct implementation of the Consortium's approved ConPlan. The MUNICIPALITIES agree to assist the COUNTY in maintaining compliance with the ACT, the regulations (24 CFR Part 92 HOME Investment Partnerships Program Implementing regulations as issued by HUD), and the State and Federal Program Requirements for the full compliance period, extending to and continuing beyond the expiration of this Agreement.

F. That the MUNICIPALITIES agree to evidence their consent to participation in the Consortium by providing the COUNTY with (1) two certified copies of a Resolution from the governing body of the MUNICIPALITY, at the Chief Elected Official of the MUNICIPALITY's authorization to sign this Consortium Agreement and, (2) an unqualified opinion of its legal counsel acceptable to the COUNTY including that the joining Municipality is authorized under Illinois and local law to enter into the terms and provisions of this Agreement and to undertake or assist in undertaking housing assistance activities for the HOME Program; and

G. That the signature of said Chief Elected Official 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 DuPage County Consortium for HOME.

H. 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 Elected Official of the COUNTY is authorized to sign this Consortium Agreement; and

- 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.
- J. Further, that a copy of this Consortium Agreement signed by the Chief Elected Official of the COUNTY will be provided to the MUNICIPALITIES.
- K. That the program year start date for the consortium shall be October 1, 2008, 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 MUNICIPALITIES and 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 2009, 2010 and 2011 (commencing October 1, 2008 ending September 30, 2011); that this Agreement remains in effect until the HOME funds from each of Federal Fiscal Years 2009, 2010 and 2011 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 this Agreement will be automatically renewed for successive three-year consortia qualification periods, after the three-year period specified in Paragraph M, provided that:
 - a. COUNTY shall notify the MUNICIPALITIES in writing, in accordance with applicable HUD consortia designation notices, of their right not to participate in successive three-year qualification periods, including any amendments required in accordance with Paragraph O of this Agreement, and COUNTY submits copies of said written notice to HUD by the date specified in HUD's Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period; and
 - b. None of the MUNICIPALITIES, upon receiving said notice, decide to be removed from the consortium by exercising their right not to participate.
 - c. Any MUNICIPALITY that is not intending to participate in the next qualification period must submit written notification to the COUNTY. The COUNTY must provide copies of these communications to HUD by the date specified in HUD's Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period.

- O. 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 COUNTY shall submit said amendment to HUD as specified in the Consortium Qualification Notice; and that failure to comply will void the automatic renewal of this Agreement.
- P. That the parties hereto agree that, in the event that a qualifying municipality other than the above-named MUNICIPALITIES decides to join the Consortium, after the effective date of this Agreement, said Municipality shall (1) submit evidence that it qualifies as a Metropolitan City 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 that the parties hereto agree that an amendment to this Agreement may be made by the execution of a written amendment by the Chairman of the DuPage County Board and the Chief Elected Official of said Municipality rather than all of the parties hereto executing an amendment to this Agreement. The COUNTY, as lead entity, is authorized by this Agreement to amend this Agreement on behalf of the entire consortium to add new members.
- Q. 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 DU PAGE, a body politic in the State of Illinois

By: _____ Date _____
Robert J. Schillerstrom, County Board Chairman

Attest: _____
Gary A. King, County Clerk

CITY OF NAPERVILLE, a body politic in the State of Illinois

By: _____ Date _____
A. George Pradel, Mayor

Attest: _____
Suzanne Gagner, City Clerk

CITY OF WHEATON, a body politic in the State of Illinois

By: Michael Gresk Date June 16, 2008
Michael Gresk, Mayor

Attest: _____
Emily M. Consolazio, City Clerk

VILLAGE OF DOWNERS GROVE, a body politic in the State of Illinois

By: _____ Date _____
Ron Sandack, Mayor

Attest: _____
April Holden, Village Clerk

Wheaton City Hall
303 W. Wesley St., Box 727
Wheaton, IL 60189-0727

City of Wheaton, Illinois

www.wheaton.il.us

June 13, 2008

County State's Attorney Joseph E. Birkett
County of DuPage
505 N. County Farm Rd.
Wheaton, IL 60187

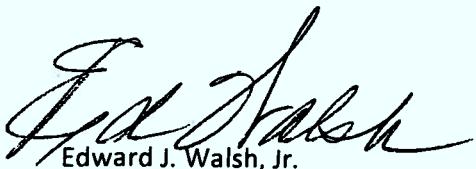
RE: Combined HOME Investment Partnership Act Consortium Agreement Dated June 16, 2008
With the County of DuPage, Illinois

I am the Attorney for the City of Wheaton. This opinion is being delivered to you pursuant to the Notice of Procedures for Designating Consortia: HOME Investment Partnerships Program issued by the U.S. Department of Housing and Urban Development on April 18, 1996, CPD Notice 96-04.

I have reviewed the terms and provisions of the HOME Investment Partnership Consortium Agreement dated June 16, 2008, executed by the Village of Downers Grove, the City of Naperville, the City of Wheaton, and the County of DuPage, Article VII, Section 10(a) of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.* (1996)), the Illinois Municipal Code 65 ILCS 5/1-1-1, City of Wheaton's corporate records, other appropriate Illinois and local laws and ordinances and made such other inquiries as this office considers appropriate for the purposes of this opinion.

Based on the foregoing, I am of the opinion that the Consortium Agreement is not prohibited in any manner by law or ordinance, the City of Wheaton is empowered and has performed all necessary acts to enter into the terms and conditions of the Consortium Agreement, has full legal authority to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnerships Program, and is legally bound to the terms and conditions of the Consortium Agreement.

Very truly yours,



Edward J. Walsh, Jr.
City Attorney