

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Colin Byrnes, Director Rock Co.
Planning & Development Agency
INITIATED BY



Colin Byrnes, Director Rock Co.
Planning & Development Agency
DRAFTED BY

Planning & Development Committee
SUBMITTED BY

June 7, 2016
DATE DRAFTED

AUTHORIZING ROCK COUNTY TO ENTER INTO A MUTUAL COOPERATION AGREEMENT WITH THE CITIES OF BELOIT, EDGERTON, EVANSVILLE, JANESVILLE, MILTON AND THE VILLAGES OF CLINTON, FOOTVILLE, ORFORDVILLE TO FORM A FEDERAL HOME PROGRAM CONSORTIUM

1 **WHEREAS**, the federal government has appropriated funds on a national level under the HOME
2 Investment Partnership Act, which is Title II of the Cranston-Gonzalez National Affordable Housing Act
3 of 1990 (hereinafter "NAHA"), as amended (42 U.S. C. 12701); and
4

5 **WHEREAS**, NAHA allows units of general local government to enter into a mutual cooperation
6 agreement to form a consortium to obtain Federal funds as a participating jurisdiction under the HOME
7 Program (hereinafter "HOME Consortium"); and
8

9 **WHEREAS**, Municipalities in Wisconsin pursuant to § 66.0301, Wis. Stats. and counties in Wisconsin
10 pursuant to § 59.01, Wis. Stats. have the necessary authority to enter into intergovernmental agreements
11 of the type herein contemplated; and
12

13 **WHEREAS**, the County of Rock does not itself qualify for entitlement funding but seeks to qualify for
14 direct entitlement funding from the U.S. Department of Housing and Urban Development for forming a
15 HOME Program Partnership Consortium; and
16

17 **WHEREAS**, the City of Beloit, the City of Edgerton, the City of Evansville, the City of Janesville, the
18 City of Milton, the Village of Clinton, the Village of Footville, the Village of Orfordville, and the County
19 of Rock, including all unincorporated Political Subdivisions therein, seek to form a Federal HOME
20 Program Consortium; and
21

22 **WHEREAS**, the City of Janesville will act as the Representative Member or Lead Agency for the HOME
23 Consortium entity and will assume overall responsibility for ensuring the Consortium's HOME Program
24 is carried out in compliance with the requirements of the HOME Program; and
25

26 **WHEREAS**, the Cities of Beloit and Janesville and the County of Rock will serve as Administrative
27 Members that administer the HOME Program within their jurisdictional boundaries; and
28

29 **WHEREAS**, the County of Rock will administer the HOME Program for the City of Edgerton, the City
30 of Evansville, the City of Milton, the Village of Clinton, the Village of Footville, the Village of Orfordville,
31 and the remaining unincorporated Political Subdivisions throughout the County of Rock; and
32

33 **WHEREAS**, the Consortium members recognize and authorize the automatic renewal of the HOME
34 Consortium Agreement for successive three-year qualification periods; and
35

36 **WHEREAS**, the formation of this HOME Consortium will provide local decision-making and annual
37 funding to support affordable housing opportunities under the provisions of the HOME Investment
38 Partnership Act rather than having to submit competitive grant applications to the State.
39

40 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled
41 this 23rd day of JUNE, 2016 hereby authorizes and approves Rock County entering into and
42 executing a Mutual Cooperation Agreement between the City of Beloit, the City of Edgerton, the City of
43 Evansville, the City of Janesville, the City of Milton, the Village of Clinton, the Village of Footville, the
44 Village of Orfordville, and the County of Rock, including all unincorporated Political Subdivisions therein,

16-6B-055

AUTHORIZING THE CHAIRMAN OF THE ROCK COUNTY BOARD OF SUPERVISORS TO ENTER INTO A MUTUAL COOPERATION AGREEMENT WITH THE CITIES OF BELOIT, EDGERTON, EVANSVILLE, JANESVILLE, MILTON, AND THE VILLAGES OF CLINTON, FOOTVILLE, ORFORDVILLE TO FORM A FEDERAL HOME PROGRAM CONSORTIUM


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45 to form a HOME Consortium and provide annual funding for such programs as housing rehabilitation,
46 affordable housing construction, down payment and closing cost assistance, and other authorized housing
47 activities under the HOME Investment Partnership Act.


48
49 **BE IT FURTHER RESOLVED**, the Rock County Board Chair and County Clerk be authorized to
50 execute such documents, papers and forms as may from time to time be necessary and/or desirable to
51 effectuate such transaction and comply with the intent of this resolution.

Respectfully submitted,


PLANNING & DEVELOPMENT COMMITTEE




Alan Sweeney, Chair



Mary Mawhinney, Vice Chair



Wes Davis




Wayne Gustina



Jason Heidenreich

ADMINISTRATIVE NOTE:

Recommended.




Josh Smith

County Administrator

FISCAL NOTE:

This resolution authorizes the County to enter a Consortium Agreement with various municipalities within the County. This Consortium Agreement is necessary in order to continue receiving funding under the HOME Investment Partnership Act.




Sherry Oja

Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01, 59.51 and 66.0301, Wis. Stats.



Jeffrey S. Kuglitsch

Corporation Counsel

EXECUTIVE SUMMARY

Rock County, along with the Cities of Beloit and Janesville, is a member of the Rock County HOME Consortium for the receipt of HOME funds. Rock County also has agreements with the remaining cities and villages throughout Rock County to administer HOME programs on their behalf. These agreements were first executed for Federal fiscal years 2002-2004 and have been automatically renewed for subsequent three-year periods under the automatic renewal provisions of these agreements.

Since the HOME Consortium was created in 2002, nearly \$8.4 million federal dollars have been allocated to members under the HOME Program to provide decent, safe, and affordable housing opportunities for low income households. A total of 751 households have been assisted during this time, primarily through the provision of assistance to rehabilitate or develop owner occupied homes and rental housing units, and to provide down payment and closing cost assistance to first time homebuyers. In 2016, the Consortium will receive a total allocation of new grant funding of nearly \$480,000 from the U.S. Department of Housing and Urban Development (HUD) under this program.

In order to continue to receive HOME funding as a Consortium, the members must recertify in 2016. HUD has advised us that we must enter into a new Consortium Agreement that incorporates all participating cities, villages, and the County in one Agreement. In order to meet HUD's deadline for recertification, a new resolution will need to be authorized and a new agreement will need to be executed by June 30, 2016.

Attached please find a draft copy of the proposed new agreement. This agreement:

- Incorporates all current members into one agreement,
- Revises allocations among the participating members to reflect current needs and provides the opportunity for Community Housing Development Organization projects to occur county-wide,
- Incorporates a provision for administrative review and reallocation of funding if needed to meet program deadlines, and
- Better defines expectations for members to affirmatively further fair housing.

MUTUAL COOPERATION AGREEMENT
UNDER
THE NATIONAL AFFORDABLE HOUSING ACT

HOME Consortium - Federal Fiscal Years 2017-2019

This Agreement is entered into among the City of Janesville, a Wisconsin Municipal Corporation; the City of Beloit, a Wisconsin Municipal Corporation; the City of Edgerton, a Wisconsin Municipal Corporation; the City of Evansville, a Wisconsin Municipal Corporation; the City of Milton, a Wisconsin Municipal Corporation, the Village of Clinton, a Wisconsin Municipal Corporation; the Village of Footville, a Wisconsin Municipal Corporation; the Village of Orfordville, a Wisconsin Municipal Corporation (hereinafter "Municipality" or "Municipalities"); and the County of Rock County, a political subdivision of the State of Wisconsin (hereinafter "County" and collectively "Parties").

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 (hereinafter "NAHA"), as amended, provides Federal assistance for the HOME Investment Partnership Program (hereinafter "HOME Program"); and

WHEREAS, NAHA allows units of general local government to enter into a mutual cooperation agreement to form a consortium to obtain Federal funds as a participating jurisdiction under the HOME Program (hereinafter "HOME Consortium"); and

WHEREAS, Municipalities in Wisconsin pursuant to § 66.0301, Wis. Stats. and counties in Wisconsin pursuant to § 59.01, Wis. Stats. have the necessary authority to enter into intergovernmental agreements of the type herein contemplated; and

WHEREAS, the Parties have mutually developed a Consolidated Plan and Analysis of Impediments to Fair Housing Choice; and

WHEREAS, the Parties have determined that obtaining funds under the HOME Program will increase their ability to provide affordable housing; and

WHEREAS, the Municipalities and the County have determined that joint action is an effective way to accomplish the purposes of NAHA; and

NOW THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between the Municipalities and the County as follows:

SECTION 1 – PURPOSE

The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for HUD HOME funds as a HOME Consortium for Federal Fiscal Years 2017, 2018, and 2019 appropriation and from any program income generated from the expenditure of such funds.

SECTION 2 – DEFINITIONS

- A. “Member” means a unit of local government or a county representing townships which signs this Agreement or a substantially similar agreement, and therefore is a member of the HOME Consortium organized to carry out eligible activities under the HOME Program.
- B. “Administrative Member” means a local unit of government that administers the HOME program within its jurisdictional boundaries. This includes the governments for the Cities of Beloit and Janesville and the government for the County of Rock.
- C. “Representative Member” or “Lead Entity” means the unit of local government which acts as a representative of all Members for the purposes of this Agreement. The Representative Member shall assume responsibility for ensuring that the Consortium’s HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and 91, the requirements of 24 CFR § 92.350 (a) (5), and the requirements of the Consolidated Housing and Community Development Plan.

SECTION 3 – FUNDING

Funds for the Consortium will be distributed as follows:

- A. Sixteen percent (16%) of the funds shall be reserved for Community Housing Development Organization (CHDO) activities. HOME regulations require that 15% of HOME funds received on an annual basis must be set-aside and utilized for HOME programs using a HUD eligible Community Development Organization (CHDO), who will either own, develop, manage or sponsor a housing project. CHDO funding allocations may be utilized for projects within any participating municipality within Rock County, including the Cities of Beloit and Janesville.
- B. Twenty-eight percent (28%) of the funds shall be reserved for specific activities or projects administered by the City of Beloit.

- C. Thirty percent (30%) of the funds shall be reserved for specific activities or projects administered by the City of Janesville.
- D. Sixteen percent (16%) of the funds shall be reserved for specific activities or projects administered by the County of Rock. This 16% allocation includes the funding for projects located in the other participating municipalities within Rock County, excluding the Cities of Beloit and Janesville.
- E. Ten percent (10%) of the funds shall be reserved for administrative activities undertaken by the Administrative members. HOME regulations require that no more than 10% of HOME funds received on an annual basis may be set-aside and utilized for HOME Program administration. Fifty-one percent (51%) of the administrative funds shall be allocated to the City of Janesville, eighteen percent (18%) of the administrative funds shall be allocated to Rock County, and thirty-one (31%) of the administrative funds shall be allocated to the City of Beloit. Each administrative agency may choose to use their administrative allocation for program administration or may use it for other HOME eligible activities.
- F. HOME regulations require that match funds or credit shall be provided at \$0.25 for every HOME dollar expended. Each administrative member shall be responsible for providing required match funds or credit based upon the amount of its allocation and its use of funds. If an administrative member cannot provide a match, another member may provide the required match, to ensure that the Consortium as a whole is able to provide the required match funds.
- G. HOME regulations require that funds be allocated to a specific local project (address level) within two years of the availability of HOME funds in the Consortium's HOME Trust Fund Account. This Agreement does not constitute a commitment of HOME funds for the purpose of meeting HOME commitment requirements. An administrative representative from each administrative member shall meet at least annually to review HOME allocations and progress towards HOME commitment and expenditure deadlines. HOME funds not committed within one year of availability may be subject to reallocation by a decision of a majority of the administrative members to ensure that that HOME deadlines are met and funding will continue to be available for affordable housing within the Consortium.

SECTION 4 – ACTIVITIES

- A. Each member shall cooperate in undertaking, or assist in undertaking, eligible HOME Program activities to expand the supply of decent, safe and affordable housing in compliance with the regulations at 24 CFR Part 92.
- B. Each member shall take affirmative action to further fair housing in its jurisdiction. Such actions may include planning, education and outreach, and enforcement components.
- C. Each member shall select at least two (2) action items from the list below to affirmatively further fair housing for the duration of this Agreement. Each member shall keep records documenting actions taken to affirmatively further fair housing and report these activities to the Representative Member. Fair housing actions may include, but are not limited to the following:
1. Enact, strengthen or advertise a local fair housing law;
 2. Send letters from the chief executive officer or chief elected official of the local government to those in the business of selling, renting or financing housing, encouraging them to adhere fully to the fair housing law;
 3. Have the local governing body or chief elected official publicly endorse the principle of fair housing and of adherence to the fair housing law in the form of a proclamation, resolution or similar publicized statement of importance;
 4. Display a fair housing poster or provide fair housing information at an appropriate public place;
 5. Initiate a public education program or offer a local training program on fair housing;
 6. Make area-wide zoning revisions to facilitate the dispersal of multi-family housing outside of minority-concentrated areas;
 7. Initiate or fund any studies examining current housing opportunities for individuals covered under the Fair Housing Act and have these studies form the basis of an affirmative action program providing greater housing opportunities for these individuals;
 8. Improve community facilities and public services in racially integrated neighborhoods to help preserve their mixed character;
 9. Fund a fair housing organization (such as a local housing authority) to conduct studies and/or to aggressively investigate rental and/or realtor practices;
 10. Suggest the use of affirmative marketing and advertising practices by private developers as a condition for obtaining local licenses and permits; and
 11. Enlist the participation of local associations (realtors, real estate brokers, home builders and mortgage lenders) in approved voluntary programs to promote affirmative fair housing marketing and to review mortgage credit and underwriting criteria that may have an adverse impact on minorities, women, handicapped persons and families with children.
 12. Undertake one or more of the strategies identified in the City of Janesville and Greater Rock County Analysis of Impediments to Fair Housing Report and/or future recommendations found in subsequent Affirmatively Furthering Fair Housing Reports.

13. Other: _____

- D. Each member agrees to undertake all actions necessary to assure compliance with the Representative Member's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. In addition, each member shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws.
- E. Each member shall establish and maintain appropriate record keeping and reporting of any retained program income and make such available in order to meet the monitoring and reporting responsibilities to the U.S. Department of Housing and Urban Development.
- F. Noncompliance by any member with any of the provisions listed above will constitute noncompliance of this Agreement, which may provide cause for funding sanctions or other remedial actions by HUD.
- G. Each member, as a cooperating unit of general local government, attests that it has adopted and is enforcing: A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations

SECTION 5-- PROGRAM ADMINISTRATION

- A. The City of Janesville shall be the Representative Member and shall carry out all necessary overall responsibilities for the HOME Consortium, with the cooperation of all members and administrative members, consistent with the HOME Program regulations. The City of Janesville will be responsible for administering the HOME Program within the municipal boundaries of the City of Janesville.
- B. The City of Beloit will be responsible for administering the HOME Program within the municipal boundaries of the City of Beloit.
- C. The County of Rock will be responsible for administering the HOME Program on behalf of all members excluding the Cities of Janesville and Beloit. The County of Rock will administer the HOME Program within the municipal boundaries of all members excluding

the Cities of Beloit and Janesville, and within the boundaries of all unincorporated areas in Rock County.

- D. Each member will submit in a timely manner to the Representative Member all information necessary for participation in the HOME Consortium. This includes, but is not limited to, all information necessary for the Consolidated Plan, the program description and certifications (24 CFR § 92.150), written agreements executed with subrecipients, and performance reports.
- E. Each administrative member of the HOME Consortium shall start the HOME Program years on January 1st of each qualified year.
- F. If the consortium fails to meet the minimum threshold to receive a HOME allocation for the first federal fiscal year of its qualification period, it must request to be considered to receive a HOME allocation in each of the subsequent two years.

SECTION 6 – RESTRICTIONS

- A. None of the participating members shall have a veto or other restrictive power which would in any way limit the cooperation of the Parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.
- B. None of the participating members may receive an individual formula allocation under the HOME Program except through the HOME Consortium created by this Agreement, regardless of whether Consortium receives a HOME formula allocation in a particular year.

SECTION 7 – AMENDMENT, WAIVER

- A. No amendment or waiver of the provisions of this Agreement shall be effective unless the same shall be in writing, approved and signed by the legal authority of the administrative members.
- B. Any amendments to the agreement incorporating changes necessary to meet the requirements set forth in the Consortia Designation Notice (CPD-13-002 or successive notices) for subsequent three-year qualification periods shall be agreed to in writing by the members. Failure to comply will void the automatic renewal provisions of this Agreement.

- C. The Lead Entity shall be authorized to amend the agreement for other reasons approved by HUD on behalf of the entire consortium, unless otherwise specified in its agreement.

SECTION 8 – ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understating of the parties hereto with respect to the subject matter herein and supersedes all prior agreements and understandings of the parties hereto relating to the subject matter herein.

SECTION 9 – CONFLICTING AGREEMENT

In case of any conflict between this Agreement and any other document, this Agreement shall control.

SECTION 10 – ARBITRATION

In the event that the parties are unable to agree with respect to any action to be taken pursuant to the Agreement, or any matter or issue arising under this Agreement, then any of the parties may elect to submit the issue to arbitration in accordance with Chapter 788, Wisconsin Statutes. Each party will be responsible for their own costs for legal representation. Any costs for the arbitrator involved in said arbitration will be borne equally by the parties involved.

SECTION 11 - DURATION OF THIS AGREEMENT

- A. The term of this Agreement commences the date of execution and is in force for the time necessary to complete eligible HOME Program activities funded from Federal fiscal years 2017, 2018 and 2019 and for such additional time as may be required for the expenditure of program income received. It shall terminate when all HOME Program funds are expended or are permanently withdrawn by the U.S. Department of Housing and Urban Development. Members shall not have the opportunity to terminate or withdraw from this Agreement during the period that this Agreement is in effect.
- B. This Agreement shall automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead

Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity in writing, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not 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.

The automatic renewal of the agreement will be void if the Lead Entity fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision or the Lead Entity fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

This Agreement is executed by the respective parties as members of a HOME Consortium partnership. In so doing, all existing municipalities and governing bodies are agreeing to participate under the terms of the HOME Consortium partnership with any other municipality or governing body which has joined or subsequently joins the partnership.

The terms and provisions of this Agreement are fully authorized under state and local law and that this Agreement provides full legal authority for the signatory parties to undertake or assist in undertaking HOME Program Consortium activities.

Members have authorized this Agreement and attest that this Agreement is executed by the chief executive officer or authorized official of each entity.

CITY OF JANESVILLE

By: _____
Mark Freitag, City Manager

Date: _____

By: _____
David Godek, City Clerk-Treasurer

Date: _____

Approved as to form:

By: _____
Wald Klimczyk, City Attorney

Date: _____

CITY OF BELOIT

By: _____
Lori S. Curtis Luther, City Manager

Date: _____

By: _____
Lori Stottler, City Clerk

Date: _____

By: _____
Eric Miller, City Comptroller

Date: _____

Approved as to form:

By: _____
Elizabeth A. Krueger, City Attorney

Date: _____

COUNTY OF ROCK

By: _____
J. Russell Podzilni, County Board Chair

Date: _____

By: _____
Lisa Tollefson, County Clerk

Date: _____

Approved as to form:

By: _____
Jeffrey Kuglitsch, Corporation Counsel

Date: _____

CITY OF EDGERTON

By: _____
Christopher Lund, Mayor

Date: _____

By: _____
Cindy Hegglund, City Clerk-Treasurer

Date: _____

Approved as to form:

By: _____
William Morgan, City Attorney

Date: _____

CITY OF EVANSVILLE

By: _____
Bill Hurtley, Mayor

Date: _____

By: _____
Judy Walton, City Clerk-Treasurer

Date: _____

Approved as to form:

By: _____
Mark Kopp, City Attorney

Date: _____

CITY OF MILTON

By: _____
Anissa Welch, Mayor

Date: _____

By: _____
Elena Hilby, City Clerk/Deputy Treasurer

Date: _____

Approved as to form:

By: _____
Mark Schroeder, City Attorney

Date: _____

VILLAGE OF CLINTON

By: _____
 Connie Tracy, Board President

Date: _____

By: _____
 Pam Franseen, Clerk-Treasurer

Date: _____

Approved as to form:

By: _____
 James Fowler, III, Village Attorney

Date: _____

VILLAGE OF FOOTVILLE

By: _____
_____, Board President

Date: _____

By: _____
Jennifer Becker, Clerk

Date: _____

Approved as to form:

By: _____
Mark Schroeder, Village Attorney

Date: _____

VILLAGE OF ORFORDVILLE

By: _____
David Olsen, Board President

Date: _____

By: _____
Sherri Waege, Clerk

Date: _____

Approved as to form:

By: _____
Ken Forbeck, Village Attorney

Date: _____