

## COOPERATION AGREEMENT

THIS AGREEMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between Milwaukee County, Wisconsin (hereinafter referred to as "The County") and the \_\_\_\_\_, (hereinafter referred to as "The Municipality").

### WITNESSETH:

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, (hereinafter referred to as "The Act") providing Federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of The Act; and

WHEREAS, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as NAHA) providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as HOME) which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The Act makes possible the allocation of funds to Milwaukee County for the purpose of undertaking only community development program activities identified in Section 105 of The Act; and

WHEREAS, NAHA makes possible the allocation of funds to Milwaukee County for the purpose of undertaking housing programs identified in Section 211 of NAHA; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") for funds authorized under The Act and NAHA; and

WHEREAS, The Act recognizes that The Municipality may enter into cooperation agreements with The County in order to undertake housing and community development activities as authorized in Section 105 of The Act; and

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

WHEREAS, counties in Wisconsin, pursuant to Wisconsin Statutes 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes 66.0301 have the necessary authority to enter into contracts of the type herein contemplated;

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

#### PURPOSE

The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds (CDBG) as an Urban County from Federal Fiscal Years 2012, 2013, and 2014 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three (3) Federal Fiscal years and from any program income generated from the expenditure of such funds.

#### CONSIDERATION

The Municipality, by the execution of this Cooperation Agreement, agrees to have its population, extent of poverty, extent of housing over-crowding, extent of growth lag (if any), and age of its housing, all as defined in The Act, included in the formula allocation set forth in The Act for the purpose of determining the allocation of funds to The County. The County agrees to include The Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of The Act.

## RESTRICTIONS

Neither Milwaukee County nor The Municipality 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.

## TERM

The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three entire Program Years 2012, 2013, and 2014 and for such additional time as may be required for the expenditure of program income received and of funds granted through The Act and NAHA to Milwaukee County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. A municipality executing an Agreement for participation shall not have the opportunity to terminate or withdraw from the Agreement during the period that this Agreement is in effect. This Agreement shall be in effect for three successive years and remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year period are expended and the funded activities completed.

## PROVISIONS

Milwaukee County and the \_\_\_\_\_ agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, The Municipality is subject to the same requirements applicable to subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

Non-compliance by The Municipality with any of the provisions above may constitute non-compliance by The County which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes The County's actions to comply with its fair housing certification.

Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.

Pursuant to HUD regulations, The Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.

Pursuant to HUD regulations, The Municipality may not participate in a HOME consortium except through The County, regardless of whether The County receives a HOME formula allocation. However, this Agreement does not preclude The County or The Municipality from applying for State HOME funds.

The Municipality attests that it has adopted and is enforcing:

1. 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; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The Municipality must inform The County of any income generated by the expenditure of Community Development Block Grant funds received by The Municipality.

Any such program income must be paid to The County, or if the completion of an approved activity should require the use of program income, The Municipality may retain said income upon mutual agreement of The County and The Municipality.

Any program income The Municipality is authorized to retain may only be used for eligible activities in accordance with all Community Development Block Grant requirements as may then apply.

The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to The County in order that The County can meet its monitoring and reporting responsibilities to the U.S. Department of Housing and Urban Development.

If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of The Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by The Municipality, or received subsequent to the close-out or change in status, shall be paid to The County.

If The Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:

1. The Municipality will notify The County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;
2. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible Community Development Block Grant activity, reimburse The County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-Community Development Block grant Funds); and

3. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with Community Development Block Grant funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.

The above Cooperation Agreement has been authorized by the governing body of the \_\_\_\_\_, by law, dated \_\_\_\_\_ (copy attached), and is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the Chief Executive of the \_\_\_\_\_.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The above Cooperation Agreement has been authorized by the Milwaukee County Board of Supervisors under Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, (copy attached), and is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the Director of the Department of Health & Human Services of Milwaukee County.

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Geri Lyday, Interim Director  
Department of Health & Human Services