

## COOPERATION AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 Sec. 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes Sec. 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:

## PROVISIONS:

1. 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 to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds (“CDBG”) as an Urban County from Federal Fiscal Years 2024, 2025, and 2026 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.

2. Consideration: The Municipality, by the execution of this Agreement, agrees to have its yearly CDBG allocation calculated by a formula using Families in Poverty census data. Both the CDBG and HOME programs use this census factor, and others, to determine yearly allocations for cities, counties and states. The HOME program provides an online tool, the Consortium Builder (see <https://www.hudexchange.info/resource/2450/home-consortia-builder-a-tool-to-estimate-funding/> for more information), that provides guidance on how to combine demographics of member governments for allocation amounts. The County uses the Consortium Builder Tool to determine Urban County member’s allocations. Since the members of the CDBG Urban County are also members of the HOME Participating Jurisdiction, these factors are consistent across both programs.

A Municipality may expend each year’s allocation using one or both of the following options. The Municipality can 1) submit a proposed project(s) for funding consideration, and/or 2) have all or some of its allotment for that year applied to the Home Repair Program. These two options are described in more detail below.

Proposed Project(s): A Municipality must have a proposed project(s) that 1) meets a National Objective of the CDBG Program (Benefit to Low- and Moderate Income Persons, Prevention or Elimination of Slum and Blight, or meeting an Urgent Need); 2) is an eligible activity under the CDBG program; and 3) meets one or more of the Goals and Objectives of the current Consolidated Plan. A Municipality’s allocation may be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. 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 Housing and Community Development Act.

Home Repair Program: Since 1976, the Home Repair program has been providing low- and no-interest loans for home repair, including the removal of architectural barriers for disabled low-income homeowners and tenants. Funding for the Home Repair Program is provided by CDBG and HOME funds. The overall intent of the program is to rehabilitate, maintain, and expand the supply of decent, safe and sanitary housing within suburban Milwaukee County. Administrative control is exercised by the Milwaukee County Housing Division with the Home Repair Review Board having final policy-making and loan approval/denial authority. A Municipality may choose to have all or some of its allocation included in that year’s

CDBG funding for the Home Repair Program. An effort would be made to provide assistance under this program to income qualified homeowners/tenants within the Municipality's jurisdiction.

3. Restrictions. Neither the 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.

4. Term. The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three (3) entire Program Years 2024, 2025, and 2026 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 the County for such period, as defined by HUD regulations and included within HUD Notice CPD 23-02. 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 (3) 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.

5. Obligations.

- a. 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, that this grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementation of regulations at 24 CFR part 1, and the Fair Housing Act, along with regulations at 24 CFR part 100 and will affirmatively further fair housing. See 24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152.

Milwaukee County will also comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementation of regulations at 24 CFR part 6 that incorporates Section 504 of the Rehabilitation Act of 1973, and implementation of regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the regulations at 28 CFR part 35 of the Age Discrimination Act of 1975, and the implementation of the regulations at 24 CFR part 146 and Section 3 of the Housing and Urban Development Act of 1968.

In addition to the above, Milwaukee County will follow 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.

The Municipality understands, acknowledges and agrees that non-compliance 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 HUD. 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.

The municipality shall complete and sign the assurances and certifications as noted in HUD 424-B.

- b. The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.
  - i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
  - ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
  - iii. Work with Southeast Wisconsin Regional Plan Commission and/or Metropolitan Milwaukee Fair Housing Council to review and revise ordinances to remove barriers to affordable housing. Zoning ordinances, building ordinances, and fair housing ordinances are examples of the types of ordinances that may impact housing.
  - iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
  - v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
  - vi. Train elected officials serving on the governing board (common council/board of trustees) and volunteers serving on the plan commission,

board of appeals, and other bodies impacting housing in fair housing laws and the requirement to affirmatively further fair housing.

- vii. Train “first point of contact” staff to ensure that persons requesting assistance for possible fair housing violations obtain timely and accurate information from anyone who may answer a phone or field fair housing inquiries from the public.
  - viii. Any other activity listed in the recommendations section of the Regional Analysis of Impediments to Fair Housing (October 2, 2020 edition and any updated Analysis) with approval from the Milwaukee County Housing Division.
- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.
  - d. 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.
  - e. 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.
  - f. The Municipality attests that it has adopted and is enforcing:
    - i. 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
    - ii. 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.
  - g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
    - i. 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.

- ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.
- h. 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 HUD.
- i. 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.
- j. 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:
  - i. 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;
  - ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
  - iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG 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.
- k. As required by the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76, a local unit of general government may not sell, trade or otherwise transfer all or any portion of the CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

6. Authorization.

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on \_\_\_\_\_, 20\_\_\_\_, Resolution File No. \_\_\_\_\_ (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on \_\_\_\_\_, 20\_\_\_\_, by law (copy attached).

**SIGNATURE PAGE FOLLOWS:**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day, month and year first above written.

**MUNICIPALITY**

\_\_\_\_\_

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

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

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

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

**MILWAUKEE COUNTY**

\_\_\_\_\_

Director Department of Health and Human Services

*Approved:*

*Approved:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of the Comptroller

*Approved as to Execution:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel