

**INTERGOVERNMENTAL AGREEMENT FOR HOUSING AND COMMUNITY
DEVELOPMENT BETWEEN THE COUNTY OF DUPAGE AND THE
VILLAGE OF LOMBARD**

Revised, September 26, 2006

THIS AGREEMENT (the "Agreement") is entered into as of this ____ day of _____, 2006, by and between the County of DuPage, an Illinois unit of local government (the "COUNTY"), and the Village of Lombard, an Illinois unit of local government (the "MUNICIPALITY"). The COUNTY and MUNICIPALITY are hereinafter sometimes individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

RECITALS

WHEREAS, the COUNTY and the MUNICIPALITY have determined the following:

1. That there exists in the incorporated and unincorporated areas of DuPage County the need for various public programs and improvements for the purpose of developing viable communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income;
2. That the aforesaid public programs and improvements can be accomplished by participation in the program established by the Housing and Community Development Act of 1974, 42 U.S.C. § 5301 *et seq.* (P.L. 93-383)(herein, the "ACT"), and in effectuation of the purposes thereof; and
3. That joint action by the participating municipalities of DuPage County and the COUNTY is the most effective way to accomplish the purposes of the ACT; and

WHEREAS, units of local government have had conferred upon them the following powers by Article VII, Section 10 of the Constitution of Illinois:

"(a) Units of local government and school districts may contract or otherwise associate 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 to intergovernmental activities."

Ill Const. Art. VII, § 10; and,

WHEREAS, Sections 3 and 5 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* provide 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. 5 ILCS 220/3.

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 body 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.” 5 ILCS 220/5; 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”); and

WHEREAS, the parties hereto have authorized, by resolution, the execution of this Agreement, as an exercise of their respective home rule or other governmental authority, and as an exercise of their intergovernmental cooperation authority under the Constitution and other law of Illinois; and their purposes, powers, rights, objectives, and responsibilities hereunder are fully set forth herein;

NOW, THEREFORE, upon the consideration of the mutual promises and covenants contained herein and directly incorporating the recitals hereinabove set forth, it is hereby agreed between and among the parties hereto, as follows.

ARTICLE 1: DEFINITIONS

For purposes of this Agreement, the terms used herein will have the meanings as defined in this Article.

- A. “CDC” shall mean the DuPage Community Development Commission, being a public agency composed of the PARTIES to this Agreement and established in 1975 as a cooperative effort between DuPage County municipalities and the DuPage County Board for the purpose of fostering community development within the County in accordance with the ACT.

- B. “Representative” means a duly authorized appointee to the CDC.

ARTICLE 2: BASIS, PURPOSE AND INTENT

The PARTIES hereto, by their respective governing bodies, have investigated the provisions of the ACT and hereby find and declare:

- A. That the recitals set forth above show that joint action by the MUNICIPALITY and COUNTY is the most effective way to accomplish the purposes of the ACT; and
- B. That it is the purpose and intent of the PARTIES hereto to establish by Intergovernmental Agreement, the MUNICIPALITY’s membership and representation on the CDC through which the MUNICIPALITY, the COUNTY, and other members of the CDC may act in concert, and in accordance with the bylaws of the CDC, to ascertain facts, prepare plans and programs, coordinate activities, set priorities for funding, direct the disbursement of funds, and undertake such other activities as are necessary or appropriate to accomplish the purposes of the ACT.

ARTICLE 3: CDC MEMBERSHIP AND OFFICERS

- A. Upon the approval and execution of this Agreement by the MUNICIPALITY and the COUNTY, the MUNICIPALITY shall be a member of the CDC.
- B. The MUNICIPALITY, at the time of its addition to the CDC, shall be authorized to appoint its Representative to the CDC in accordance with the bylaws of the CDC, and the manner of such appointments by the MUNICIPALITY shall be in accordance with the rules of the MUNICIPALITY governing such appointments.
- C. The COUNTY shall be authorized to appoint such number of representatives to the CDC in accordance with the bylaws of the CDC, and the manner of such appointments by the COUNTY shall be in accordance with the rules of the COUNTY governing such appointments.
- D. Each Representative shall have one vote on the commission.
- E. The PARTIES to this Agreement acknowledge that the CDC has established an Executive Committee, elected by, and from among the CDC member Representatives, in accordance with the CDC bylaws, to oversee and conduct the business and operation of the CDC, and the organization and operation of the Executive Committee shall continue in accordance with the established bylaws of the CDC.

ARTICLE 4: POWERS AND DUTIES OF THE CDC

- A. The CDC shall utilize and direct, and the COUNTY hereby agrees to provide, the necessary technical services of the staff of the COUNTY. The COUNTY may subcontract for technical services as necessary to support the operation of the CDC. All such technical services to be provided to the CDC shall be fully and exclusively reimbursed from funds received under the provisions of the ACT.

- B. It shall be the CDC's responsibility to:
 - 1. Recommend to the COUNTY for submission to the U.S. Department of Housing and Urban Development all documents and documentation requisite to the application for, receipt of, expenditure of, and accounting for funds under the provisions of the ACT, and in effectuation of the purposes of the ACT;
 - 2. Carry out studies and investigations to determine how all funds awarded pursuant to the ACT may best be spent;
 - 3. Identify and coordinate needed public improvements and other programs and activities eligible under the ACT;
 - 4. Establish the priority for funding such improvements, and other programs and activities.
 - 5. Approve cost estimates for such improvements, and other programs and activities; and
 - 6. Approve the expenditure of funds to carry out such improvements, and other programs and activities.

- C. The COUNTY agrees to be the receiver and repository of funds, which may be provided by the U.S. Department of Housing and Urban Development under the terms of the ACT. The COUNTY further agrees to maintain a special account with its Treasurer for the deposit of any and all funds awarded pursuant to the ACT, and to expend such funds, including interest earned, upon the duly authorized and approved action of the CDC.

ARTICLE 5: DURATION OF AGREEMENT

- A. The Agreement shall continue in operation for five (5) years from the date of this Agreement or until all funds which may be received from the U.S. Department of Housing and Urban Development have been expended, returned, or otherwise accounted for to the satisfaction of the said Department, whichever is longer.

- B. Either PARTY may terminate its participation in this Agreement at any time after a period of one (1) year after the date of the Agreement by providing sixty (60) days' prior written notice to the other PARTY.

ARTICLE 6: DISSOLUTION OF AGREEMENT

This Agreement shall be dissolved, subject to requirements for fund accountability set forth in Article 5 and the provisions of the ACT, if action to rescind this Agreement is taken by the governing body or bodies of the members of the CDC that reduces the population represented on the CDC to less than two hundred thousand (200,000) persons, or if the DuPage County Board rescinds this Agreement. The most current data available from the U.S. Bureau of the Census shall be used to determine the population represented by each member of the CDC. The population of the COUNTY shall be, for the purpose of this section, the population of the unincorporated areas of DuPage County.

ARTICLE 7: AMENDMENT

This Agreement may be amended by Resolution of the CDC enacted by a two-thirds (2/3) vote of the CDC at any regular or special meeting thereof, providing that notice of any such proposed amendment has been mailed by the CDC to all Representatives at least ten (10) days prior to the date of the meeting at which such proposed action is to be taken.

Said approved amendment shall become effective only after it has been passed and approved by all governing bodies of the members of the CDC.

ARTICLE 8: SEVERABILITY

If any provision of this Agreement is invalid for any reason, such invalidation shall not affect other provisions of this Agreement that can be given effect without the invalid provision; and to this end, the provisions of this Agreement are to be severable.

IN WITNESS WHEREOF, the undersigned PARTIES have caused this Agreement to be executed on the dates indicated below by their duly designated officials, pursuant to the proper resolution of their respective governing bodies. The effective date of this Agreement shall be the date the COUNTY executes this Agreement and shall also be the date first written above.

MUNICIPALITY: _____
William J. Mueller, Village President

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____
Brigitte O'Brien, Village Clerk

COUNTY OF DUPAGE:

BY: _____
County Board Chairman

DATE: _____

ATTEST: _____
County Clerk