

**Intergovernmental Agreement for the Formation of a Regional Housing Consortium to
Administer Neighborhood Stabilization Program Proceeds from
Wisconsin Department of Commerce**

This agreement is made by and between the City of Cudahy, City of Milwaukee, and City of West Allis, and the County of Milwaukee, each of which is a municipal corporation, representing for purposes of this agreement the Regional Housing Consortium (hereafter "Consortium").

Preamble

WHEREAS the Wisconsin Department of Commerce (hereafter "Commerce") received \$38.9 million in Neighborhood Stabilization Program (hereafter NSP) funds from the U.S. Department of Housing and Urban Development (hereafter HUD); and

WHEREAS Commerce solicited applications from communities for NSP funding and subsequently allocated \$1.3 million to a designated Milwaukee region, outlined in the Exhibit A, hereby attached and incorporated herein; and

WHEREAS the Consortium desires to collaborate in an effort to promptly address the growing property foreclosure issues of the region by receiving, administering, and allocating awarded NSP proceeds from Commerce and pursue applying for future funding opportunities; and

WHEREAS the Consortium members have identified NSP projects that involve the expertise and resources of local communities, state agencies, non-profit organizations, schools and businesses in a regionally coordinated program; and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and allows municipalities to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

NOW, THEREFORE, THE PARTIES HERETO AGREE THAT:

1. **The Membership.** The Consortium shall consist of governmental entities that applied for NSP funds and that attended the March 19, 2009 meeting with the Wisconsin Department of Commerce.
2. **Managing Member.** City of Milwaukee will serve as the managing member conducting Consortium activities through its Department of Administration-Community Development Grants Administration, located at 200 East Wells St., Milwaukee, WI 53212. Its responsibilities in this capacity shall be as follows:
 - (a) Coordination of meetings, minutes, and reports to the Consortium membership.
 - (b) Accounting, allocation, and disbursement of NSP funds paid to the Consortium.
 - (c) Necessary federal reporting on Consortium activities.
 - (d) Develop and distribute printed, electronic, and media materials.
 - (e) Answer phone calls and respond to other contacts.
 - (f) Update area websites and electronic information.

(g) Maintain and distribute up-to-date information regarding emerging foreclosure issues and the efforts area communities are undertaking regarding Wisconsin's foreclosure laws and rules. And

(h) Communications with the Wisconsin Department of Commerce relative to the NSP.

3. **Membership Coordination.** The Consortium shall be jointly responsible for the coordination of the Membership, on the basis of equal voting rights for majority rule where each member has one vote, and shall recommend such further agreements, funding allocations, or contracts as may be necessary or advisable for the proper functioning of the Membership.

4. **Membership Assistance.** The Consortium shall, upon request of the Managing Member, assist in the prompt and diligent fulfillment of the Managing Member's responsibilities to the greatest practical extent consistent with the interests of the Consortium as a whole and the capabilities of individual Consortium members to provide the requested assistance.

5. **Statement of Activities to be Performed.** The Consortium was formed to administer NSP funds in the designated Milwaukee region established by the Wisconsin Department of Commerce and providing an entity to address the growing concern of foreclosed properties and facilitate public-private partnerships to purchase, to create, and to renovate foreclosed properties. The following is a list, but not limited to, Consortium's proposed activities for the use of NSP funds:

- (a) Granting NSP funds for the purchase of properties satisfying HUD NSP requirements;
- (b) The addition of housing opportunities for those at or below 25% of county-median household income;
- (c) Creation of housing ownership activities for those individuals and families at or below 120% of county-median household income

6. **Jurisdiction.** The area served by the Consortium is identified as the Milwaukee Region outlined under Exhibit A.

7. **Administration of Funds.** The Consortium will serve as the receiving entity of NSP funds, therefore able to approve contracts and subgrants of NSP funds to eligible NSP activities within the stated jurisdiction. Through a majority vote of the Consortium, NSP funds can be subgranted to projects outlined within the original applications of the Consortium's members.

8. The Consortium membership recognizes the strict timeline for the use and allocation of NSP funds, and the possibility for future funding based on the Consortium's success. Therefore the Consortium establishes the following objectives to guide the allocation and disbursement of NSP funds:

Objective 1. Funding a comprehensive housing stabilization activity that services the entire jurisdiction that focuses on foreclosed housing rehabilitation and ownership assistance.

Objective 2. Funding a project that demonstrates the ability to utilize initial NSP funding within 30 days of receipt of funding from the state Department of Commerce.

Objective 3. Funding a project that satisfies the requirement that 25% of the NSP funds must be used to benefit individuals or families at or below 50% of county-median income.

Objective 4. Consortium shares the principle goal of utilizing NSP throughout the jurisdiction giving priority interest to those members not previously funded under a previous action of the Consortium and the members ability to demonstrate the ability to expedite NSP funds for a project(s) that has/have an "urgent need."

Objective 5. If original projects outlined in the initial applications provided to Commerce from Consortium members share common principles and goals, the Consortium may decide allocate funds to a program that services the entire jurisdiction in order to gain administrative efficiencies.

9. **Additional Costs.** Any additional costs and/or payment arrangements which the Consortium may consider obligating itself to shall be completely and totally optional on the part of each of the participating Member. Payment for such optional arrangements shall be based upon a proportionate share calculation of only those Members wishing to participate in such an arrangement.

No Member shall be obligated to make and/or cost share any additional payment of the Consortium. Any and all additional arrangements which the Consortium may make shall, if required, be funded exclusively by those Members electing to partake in such arrangements.

10. **Liability and Indemnification.** Any and all liabilities, claims, violations, fines, penalties, forfeitures and suits, and all reasonable costs and expenses related thereto, including the cost of defense, settlement and reasonable attorney fees, which in any manner result from this Agreement or the operation of the Consortium ("Liabilities") shall be borne by the membership on a proportionate share for each member; except to the extent that any such Liabilities may in any manner result from or arise out of the sole act(s) or omission(s) of any such Member, its officers, agents, or authorized representatives of the Membership, whether by negligence or otherwise, in which case such Member(s) agree to indemnify, hold harmless and defend the other Consortium members from and against any and all such Liabilities.

11. **Use, Operation and Maintenance.** The Consortium shall from time to time enter into such agreements or contracts as may be necessary and required for the mutual use, operation and maintenance of the Membership in order to effectuate the purposes and objects of this Agreement.

12. **Effective Date and Term of Agreement.**

(a) This Agreement becomes effective on that date by which all members have adopted this agreement by their signatures. It terminates as of midnight on _____, 20__ unless otherwise extended or terminated by the Membership.

(b) Notwithstanding paragraph 8(a) above, a Member may terminate its participation in the agreement upon 30 days notice through approval of, and upon the date established by its governing body. Any Member terminating its participation under this paragraph shall not be entitled to reimbursement of any payments made by that Member under this agreement. Termination of its participation under this paragraph will not relieve any Member of its obligation to pay any payments invoiced prior to the date the Member's termination becomes effective.

13. **Non-receipt of Grant Funds.** If no grant funding is received by the Consortium pursuant to the provisions of Section 287.235, Stats, and Wisconsin Administrative Code Section NR 549, this agreement shall terminate, and all Members shall have no obligation to participate in the Consortium.

14. **Evidence of Authorization by Governing Body.** Each Member entering into this Agreement and participating in the Membership shall provide, in addition to proof of authorization to affix the signature or signatures below, an authorizing resolution, from its governing body of elected officials having the power to authorize such resolution, which resolution shall specifically authorize a representative of Consortium to apply for financial assistance pursuant to the provisions of Section 287.235, Stats, and Wisconsin Administrative Code Section NR 549.

City of Cudahy

_____, 2009.

Mayor

City Comptroller

Approved as to form _____, 2009.

City Attorney

City of West Allis

_____, 2009.

Mayor

City Comptroller

Approved as to form _____, 2009.

City Attorney

Milwaukee County

_____, 2009

County Executive

City of Milwaukee

12 / 09, 2009.

Tom Barrett
Mayor

DEPUTY

Michael J. Lee
City Comptroller *DM*

[Signature]
City Attorney

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City of Cudahy

December 1, 2009.

Approved as to form December 1, 2009.

Ryan H. [Signature]
Mayor
Robert Williamson
City Comptroller
Paul T. [Signature]
City Attorney

City of West Allis

_____, 2009.

Approved as to form _____, 2009.

Mayor

City Comptroller

City Attorney

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City of Cudahy

_____, 2009.

Mayor

City Comptroller

City Attorney

Approved as to form _____, 2009.

City of West Allis

NOV 10 2009 _____, 2009.

Sam Devins

Mayor

[Signature]

City Comptroller

[Signature]

City Attorney

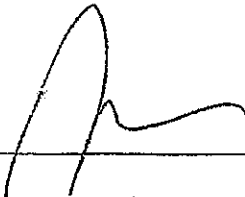
Approved as to form 12-9, 2009.

Milwaukee County

December 11, 2009

City of Milwaukee

_____, 2009.



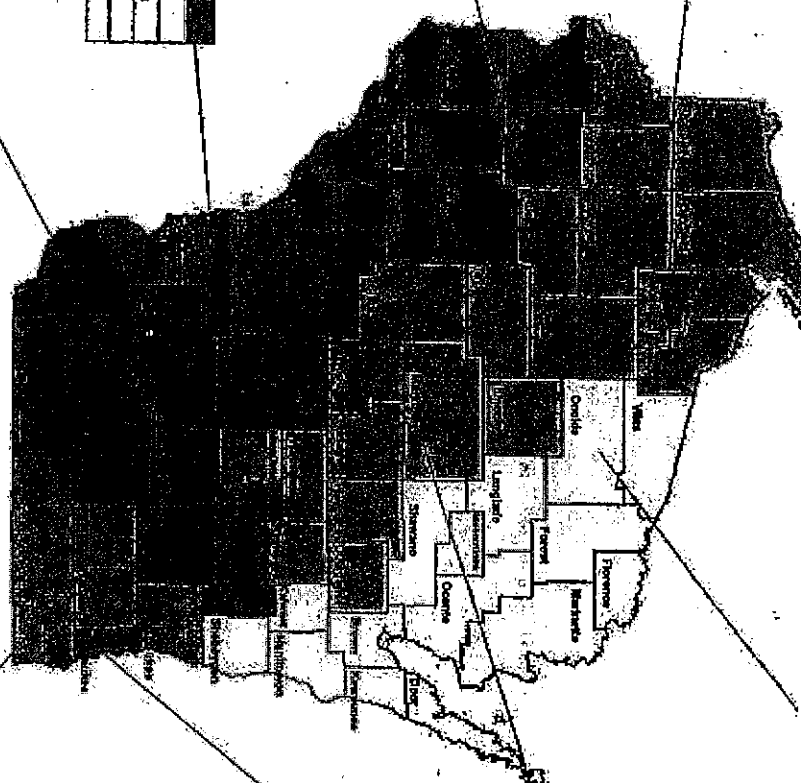
County Executive

Mayor

City Comptroller

City Attorney

NSP REGIONAL ALLOCATION



\$12,777,681	Requested
3.9%	% Total of WI Forelosures
3.7%	% Total WI NSP Funds
\$1,686,532	Commerce Competitive

\$12,110,292	Requested
9.7%	% Total of WI Forelosures
8.7%	% Total WI NSP Funds
\$3,758,051	Commerce Competitive

\$17,160,871	Requested
9.5%	% Total of WI Forelosures
8.4%	% Total WI NSP Funds
\$3,635,200	Commerce Competitive

\$8,455,399	Requested
6.8%	% Total of WI Forelosures
5.7%	% Total WI NSP Funds
\$1,906,788	Commerce Competitive
\$590,005	WHEIDA NSP
\$2,446,794	TOTAL Commerce Funds

Region 1
 \$15,369,379 Requested
 12.7% % Total of WI Forelosures
 10.9% % Total WI NSP Funds
 \$4,283,283 Commerce Competitive
 \$456,147 WHEIDA NSP
 \$4,709,430 TOTAL Commerce Funds

\$7,117,748	Requested
10.7%	% Total of WI Forelosures
9.6%	% Total WI NSP Funds
\$4,127,897	Commerce Competitive

\$19,007,250	Requested
23.9%	% Total of WI Forelosures
28.6%	% Total WI NSP Funds
\$8,277,719	HUD Allocation
\$421,650	Commerce Competitive Formula
\$938,147	Add Alloc HUD Ent. Head
\$1,399,807	Total Commerce Competitive
\$2,710,712	WHEIDA NSP
\$4,070,519	TOTAL Commerce Funds
\$12,348,238	TOTAL WI NSP AID