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RESOLUTION #09-2013

Resolution offered by the Administration Committee

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Department of Administration - Division of Housing (DOH) changed the method of distribution for the Community Development Block Grant (CDBG) housing funds to require the formation of regional Housing Consortia comprised of County Governments; and

WHEREAS, by previous resolutions the Boards for the Counties of Florence, Forest, Langlade, Lincoln, Menominee, Oconto, Oneida, Shawano, Taylor and Vilas agreed to enter into a consortium to implement and operate the Regional Community Development Block Grant (CDBG) Consortium referred to as the Northwoods Consortium, with Langlade County serving as the lead county; and

WHEREAS, a Consortium Contract ("Contract") has been developed for the Northwoods Consortium pursuant to the authority granted by Wis. Stat. § 66.030 to implement and deliver CDBG housing programs within the geographic boundaries of the Consortium; and

WHEREAS, pursuant to the Consortium Contract, each member County of the Northwoods Consortium will appoint a Contract representative and also appoint a person to represent the County's interests on the Northwoods Housing Committee; and

WHEREAS, a copy of the Community Development Block Grant Housing Consortium Contract is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, the Oneida County Board of Supervisors hereby approves the Community Development Block Grant Housing Consortium Contract; and

FISCAL NOTE: Langlade County will be administering the CDBG grants. Annual grant amounts will range from \$870,000 to \$2,000,000, with Langlade County keeping 15% of the total grant amount for administration.

Vote Required: Majority = _____ 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes _____ No _____ as reviewed by the Corporation Counsel, _____, Date: _____

Approved by the _____ this _____ day of _____, 2013.

Consent Agenda Item: YES NO

Offered and passage moved by: _____
Supervisor

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Supervisor

Supervisor

Supervisor

Supervisor

_____ Ayes

_____ Nays

_____ Absent

_____ Abstain

_____ Adopted

by the County Board of Supervisors this _____ day _____, 2013.

_____ Defeated

Mary Bartelt, County Clerk

Ted Cushing, County Board Chair

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING CONSORTIUM CONTRACT**

This Consortium Contract (“Contract”) is entered into pursuant to the authority granted by Wis. Stat. § 66.0301, *et seq.*, by and among Florence, Forest, Langlade, Lincoln, Menominee, Oconto, Oneida, Shawano, Taylor and Vilas (collectively “Counties”), all of whom are counties and political subdivisions of the State of Wisconsin organized and existing pursuant to the Wisconsin Constitution and Wis. Stat. Chap. 59 for purposes of forming a consortium that shall be known as Northwoods Housing Consortium (“Consortium”) to implement and deliver CDBG housing programs within the geographic boundaries of the Consortium.

RECITALS

WHEREAS, the Wisconsin Department of Administration - Division of Housing (“DOH”) is changing the method of distribution for Community Development Block Grant (“CDBG”) housing funds to require the formation of regional housing consortia comprised of counties; and

WHEREAS, the DOH anticipates that the average regional CDBG award for housing funds will range between \$850,000 to \$1 million annually; and

WHEREAS, each regional consortium will select a lead county to assume the responsibilities for administering the CDBG housing funds; and

WHEREAS, Langlade County is willing to serve as the lead county (“Lead County”) for the Northwoods Housing Consortium; and

WHEREAS, the member Counties of the Northwoods Consortium have adopted resolutions to form a regional CDBG consortium and to designate Langlade County as the lead county; and

WHEREAS, by agreeing to participate as a member of the Northwoods Housing Consortium, the member Counties understand that Langlade County will act as the applicant and will assume all obligations under the terms of the grant, including assuring compliance with all applicable laws, program regulations and performance of all work in accordance with the grant contract; and

WHEREAS, as set forth in the DOH CDBG Housing Consortium Agreement that is to be negotiated and executed between the Consortium and DOH (“DOH Agreement”), each member County shall have the opportunity for representation on the Consortium Housing Committee; and

WHEREAS, it is the intent of the parties hereto that this Agreement shall not be interpreted to deprive any municipality served by the Consortium of any power, zoning authority, development control or other lawful authority which it presently possesses.

WHEREAS, the Consortium, acting by and through the Lead County, is applying for CDBG Program funding from the Wisconsin Department of Administration to provide services in a manner consistent with the CDBG Grant Contract and Implementation Manual; and

WHEREAS, the Counties understand by entering into this Agreement they allow their eligible residents to have access to CDBG Housing Program funding; and

WHEREAS, it is the intent of the parties that this Contract establish that the Lead County is responsible for all functions and duties associated with the DOH Agreement including, without limitation:

- A. Financial management;
- B. Financial accountability;
- C. Provision of services;
- D. Funding distribution method;
- E. Administrative services; and
- F. Overall responsibility for the Grant Contract that will be entered into by and between the Consortium and DOA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. CONTRACT PERIOD AND ADMINISTRATORS

A. CONTRACT PERIOD

This Contract shall be effective for the period from February 1, 2013 through December 31, 2014. Unless terminated as provided in Section IX below, this Contract shall automatically renew for additional two-year terms.

B. CONTRACT REPRESENTATIVES

Each member of the Consortium shall designate an individual as the official contract representative for the party identified.

Any party hereto may replace a contract representative upon written notice to all other parties to this Contract. The Contract Representatives are set forth on the attached Exhibit A, which may be modified from time to time as provided herein.

C. DOH AGREEMENT

The DOH Agreement is attached hereto and incorporated by reference herein. This Contract shall be interpreted consistent with the DOH Agreement.

D. CONDITION PRECEDENT TO CONTRACT

This Contract is expressly conditioned upon the Lead County, as defined below, agreeing to the terms and conditions set forth in the DOH Agreement. This condition precedent shall apply to any and all renewed terms of this Contract. The Counties hereby understand and agree that the Lead County is hereby delegated the responsibility for executing the DOH Agreement on the Consortium's behalf and no other County shall be authorized to enter into the DOH Agreement on the Consortium's behalf. If the Lead County does not approve the DOH Agreement it shall endeavor to provide notice to all Counties as soon as practicable.

II. DESIGNATION OF LEAD COUNTY

A. APPOINTMENT OF LEAD COUNTY

The Counties hereby designate Langlade County as the Lead County for purposes of this Contract. The Lead County shall be responsible for the duties of the Lead County as set forth herein. In addition, the Lead County shall be responsible for ensuring the Consortium's compliance with the DOH Agreement. The Lead County shall monitor and ensure the Consortium's compliance with the DOH Agreement.

B. RESIGNATION OR REMOVAL AS LEAD COUNTY

1. Resignation. The Lead County may resign as Lead County by providing the other Counties and the Department of Administration with a 60-day written notice of its intent to resign. The resignation shall be effective upon appointment of a new Lead County.

2. Removal. The Lead County may be removed as Lead County by the Department of Administration pursuant to the DOH Agreement. A removal shall be effective on appointment of a new Lead County.

3. Upon resignation or removal of the Lead County, a new Lead County shall be appointed by a 3/4ths vote of the Counties provided the county appointed as Lead County accepts such appointment.

C. DUTIES OF LEAD COUNTY

As the Lead County, Langlade County shall have the following duties and responsibilities:

1. Complete and submit the CDBG Housing Grant Application on behalf of the Northwoods Housing Consortium.
2. Serve as the contact agency on behalf of the Consortium Counties for purposes of the DOH Agreement. The Lead County is the only County authorized to act on the Consortium's behalf with respect to the DOA CDBG Housing Grant Contract or dealings between the Consortium and DOA.
3. Serve as fiscal agent for purposes of this Contract. The Lead County will:
 - a. Provide an accounting of all CDBG Housing Grant program funds provided to the Northwoods Housing Consortium by the State. The accounting will be consistent with the reporting and audit standards set forth in the DOH Agreement.
 - b. Bear the responsibility for the billing and collection of funds associated with this Contract.
4. Participate in the Contract in conjunction with the Consortium members, and take on the responsibility for the fulfillment of the contractual obligations.
5. Act as the Hiring Agent for the third-party CDBG program administrator (if applicable). The Lead County is required to meet federal procurement obligations as set forth by DOA.
6. In addition to providing for its own audit as provided herein, be responsible for all audit obligations set forth in the DOH Agreement.
7. Ensure compliance with the DOH Agreement.

D. DUTIES OF COUNTIES PARTICIPATING IN THE NORTHWOODS HOUSING CONSORTIUM

In addition to any duties and responsibilities set forth in this Contract, each County shall be responsible for the following:

1. Dissemination of CDBG housing funding information to their citizens.
2. Provision of CDBG information within their County during the County's regularly scheduled business hours.

3. Provision to interested residents of copies of the CDBG Application materials via electronic and paper media.
4. Compliance with the CDBG Housing Final Application Requirements in order to secure funding for the Northwoods Housing Consortium.
5. Assisting the Lead County to ensure the Consortium meets State and Federal service and performance standards set forth in the DOA CDBG Housing Grant Contract and applicable state licensure and certification requirements as expressed by the State and Federal rules and regulations applicable to the services covered by this Contract and any addendum provided, however, that Lead County maintains responsibility for compliance with the standards referenced herein.
6. Cooperating with participating Counties in establishing reasonable procedures for the administration of this Contract.
7. Cooperating with the Lead County in its environmental review, cooperating with any mitigation requirements or other conditions on approval of the project included in the Lead County's environmental review, permitting the Lead County to monitor compliance with those conditions, cooperating to correct any deviations from those conditions identified by the Lead County provided, however, that Lead County maintains responsibility for compliance with the standards referenced herein.

III. NORTHWOODS CONSORTIUM HOUSING COMMITTEE

There is hereby created a Consortium Housing Committee made up of the County Contract Representatives, or their designee, from each participating County. The County Contract Representative from the Lead County shall chair all Committee meetings. The Committee shall meet on an as-needed basis no less than twice per year to discuss this Contract and any other matters or issues related to the DOH Agreement. The Committee may adopt policies or by-laws relating to the conduct of the meetings, but in the absence of such policies, the Committee shall select an existing guide for parliamentary procedure to apply to the conduct of its meetings, such as Robert's Rules of Order.

The Lead County will seek guidance from the Northwoods Housing Consortium Housing Committee on matters of fiscal or programmatic significance to the Consortium. The Consortium Housing Committee shall make recommendations to the Lead County, but shall have no power to modify the terms and conditions of this Contract, or any addendum, nor shall the Consortium Housing Committee have any authority to bind the Lead County to any decision or

recommendation. In addition to other duties that the Committee may establish, the Committee shall:

- A. Approve the Consortium's local distribution method.
- B. Approve the Consortium's Housing Policy and Procedures Manual based on the sample provided by DOH.
- C. Approve the Consortium's appeal process and hear appeals as it relates to denied applications.

IV. FISCAL AND PROGRAM ADMINISTRATION

The Lead County is responsible for the administration of this Contract and for the accounting of the Federal funds received by the Lead County associated with this Contract. The Lead County shall comply with the financial reporting requirements set forth in the DOH Agreement.

V. PROCUREMENT AND SUBCONTRACTING

The Lead County may subcontract for administrative services to a third-party. It is expressly understood that no more than one CDBG Program Administrator (or Agency) will operate within boundaries of the Northwoods Housing Consortium. The Lead County, on behalf of the Northwoods Housing Consortium, shall conduct all procurement transactions in a manner consistent with the DOH Agreement and State and Federal law. Any and all subcontracts shall comply with the DOH Agreement. All subcontracts must adhere to the Department's policies and procedures.

VI. CONTRACT AND ADDENDA

- A. This Contract and any addendum shall be construed consistent with the laws of the State of Wisconsin without regard to the law of conflicts of law.

B. This Contract and its provisions cannot be amended, modified, supplemented or waived in any way except in writing signed by all Counties. Any addendum may be amended as specifically provided in the addendum.

C. In the event of a conflict between the terms set forth in this Contract and the terms of an addendum, the terms of this Contract shall prevail. In all other instances, this Contract shall be construed consistent with the terms set forth in the DOH Agreement.

VII. INDEMNITY AND INSURANCE

A. Each County will indemnify the Lead County and all other Counties, their officers, employees, agents, and volunteers against any and all loss, damages, and costs or expenses, including attorney fees, which a County or Counties, its officers, employees, agents, and volunteers may sustain, incur, or be required to pay by reason of the indemnifying County's provision of services under this Contract or the DOH Agreement or a breach of this Contract. The Lead County shall indemnify the other Counties, their officers, employees, agents, and volunteers against any and all loss, damages, and costs or expenses, including attorney fees, which a County or Counties, its officers, employees, agents, and volunteers may sustain, incur, or be required to pay by reason of the Lead County's provision of services under this Contract or the DOH Agreement or a breach of the Lead County's obligations under this Contract.

VIII. CIVIL RIGHTS COMPLIANCE/ASSURANCES

The Counties shall comply with all state and federal requirements related to civil rights compliance.

IX. TERMINATION OF CONTRACT AND DISSOLUTION OF CONSORTIUM

A participating County may terminate this Contract by delivering written notice to the other participating Counties and the Department of Administration by Certified Mail, Return Receipt Requested, not less than sixty (60) days prior to termination. The date of receipt as indicated on the Return Receipt shall be the

effective date of notice of termination. The termination shall be effective as of December 31 in the year in which this Contract, or any renewed term, expires unless the notice is delivered less than 60 days prior to the expiration date of this Contract, or any renewed term, in which case the effective date shall be the expiration date of the following Contract or renewed term. The County terminating its participation shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment received by said County which exceeds actual costs incurred in carrying out the project as of the date of termination.

A County's termination shall not affect the duties and obligations of the Counties that do not terminate. Provisions of this Contract intended as continuing obligations shall survive notice of termination or termination. The Counties understand and agree that any and all sums appropriated to the Consortium are Consortium funds and may not be transferred by a County to another Consortium.

The Counties may, by 2/3 vote of all Counties participating in the Consortium as evidenced by resolution of a County's board of supervisors, vote to dissolve the Consortium provided that the vote to dissolve must take place on or before August 15 in the year in which the dissolution occurs and the dissolution will be effective as of December 31 of that year. If dissolution is ordered, the Lead County shall be responsible for all administrative tasks associated with winding up the Consortium's affairs. All of the Counties shall be bound by the terms and conditions of this Contract until such time as the Consortium's affairs are wound up.

X. RECORDS

The Lead County shall maintain CDBG housing records and financial statements as required by State and Federal laws, rules, and regulations. The Lead County bears legal and fiscal responsibility for the housing records and housing financial statements of all other participating counties.

XI. DEBARMENT AND SUSPENSION

Each County certifies through signing this contract that neither the County nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the County shall notify the Lead County within five business days in writing if the County or its

principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

XII. CONDITIONS OF THE PARTIES OBLIGATIONS

A. This Contract is contingent upon authorization of Wisconsin and United States laws. Any material amendment or repeal of the same affecting relevant funding or authority of the Department of Administration in relation to the DOH Agreement shall serve to terminate this Contract, except as further agreed to by the parties hereto.

B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.

C. Except for those matters incorporated herein by reference and any addenda, it is understood and agreed that the entire contract between the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

D. Nothing in this Contract shall create a partnership or joint venture between the Counties. An employee of a County shall not be considered an employee, agent or volunteer of the Lead County or any other County.

XIII. SIGNATURES

IN WITNESS WHEREOF, the parties enter into this Contract as of the date indicated below.

COUNTY: _____

Name: _____

Name and Title (typed): _____

Date: _____

EXHIBIT A

NORTHWOODS HOUSING CONSORTIUM CONTRACT REPRESENTATIVES

The following individuals are hereby designated as the official representative for the identified County. These individuals will accept any and all official notices delivered under this Contract, or any amendment, addendum or exhibit thereto.

Florence County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

Forest County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

Langlade County: Mr. Gary D. Olsen, Finance Director
Official Street Address: Courthouse, 800 Clermont Street, Antigo, WI 54409
Email Address: golsen@co.langlade.wi.us
Telephone: 715-627-6203

Lincoln County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

Menominee County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

Oconto County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

Oneida County: Nancy McKenzie, Executive Director
Rhineland Housing Authority
Official Street Address: 411 W. Phillip St.
Rhineland, WI 54501
Email Address: nancy@rhinelandhousing.org
Telephone: (715) 365-7979 ext. 3
(715) 365-7975 fax

Shawano County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

Taylor County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

Vilas County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

County contact representatives may be replaced upon written notice to all other parties to this Contract.

CDBG HOUSING CONSORTIUM CONTRACT ADDENDUM

NORTHWOODS HOUSING CONSORTIUM
DOA CDBG HOUSING GRANT CONTRACT