MEMORANDUM OF UNDERSTANDING

AMONG

The County of Cook
The County of DuPage
The County of Kane
The County of Lake
The County of McHenry
The County of Will
Chicago Metropolitan Agency of Planning

FOR

HOUSING READY PROGRAM

THIS AGREEMENT entered this 30 day of October 2023 by and among the following Parties.

The County of Cook
The County of DuPage
The County of Kane
The County of Lake
The County of McHenry
The County of Will
Chicago Metropolitan Agency for Planning

WHEREAS, the above Parties have each identified a host of housing challenges in the region that contributes to concentrated poverty and undermines the regional economy.

WHEREAS these challenges include mismatches between the location of housing and jobs, what housing is built, where housing is built, and whether that housing is affordable to households with low and moderate incomes.

WHEREAS, addressing these challenges requires work in many spheres and at many levels, particularly with municipalities about their planning, zoning, building code, and permitting processes.

WHEREAS, ON TO 2050, the regional plan, establishes a goal of a future housing system where regional and local housing supply matches the types that residents want to pursue equitable growth and increased access to economic opportunities.

WHEREAS the Parties believe that regional collaboration is the best way to achieve this goal.

WHEREAS the Parties will collaborate via a submission to the US Department of Housing and Urban Development Pathways to removing Obstacles to Housing (PRO Housing) Grant program.

WHEREAS, the focus of that collaboration will be developing and then implementing housing readiness plans in each county, plans that identify the key elements that make a community "housing ready," ready to support the development and preservation of housing that create opportunities for all and helps our region compete economically.

NOW, THEREFORE, it is agreed between the Parties hereto that:

ROLES/RESPONSIBILITIES OF PARTIES

The responsibilities of the Parties are as follows:

- 1. The Chicago Metropolitan Agency for Planning (CMAP) will serve as the lead entity of the collaboration. CMAP will submit an application for the Pathways to removing Obstacles to Housing (PRO Housing) Grant to the US Department of Housing and Urban Development (HUD). If awarded, CMAP will enter into a grant agreement with HUD and serve as the grantee.
- 2. The counties of Cook, DuPage, Kane, Lake, Will, and McHenry will support the grant application, including the provision of requested content to develop narrative sections, the provision of leverage letters (if applicable), and the noticing of the public hearing and public comment period.
- 3. If the PRO Housing grant is awarded by HUD, the counties of Cook, Kane, Lake, and McHenry will enter into individual Memoranda of Understanding with CMAP no later than June 30, 2024 regarding their willingness to provide technical assistance needed for the completion of a housing readiness plan.
- 4. If the PRO Housing grant is awarded by HUD, the counties of Will and DuPage will enter into individual Memoranda of Understanding with CMAP no later than June 30, 2024 which pledge to align their respective housing planning activities with the framework used in the PRO Housing grant application.
- 5. If the PRO Housing grant is awarded by HUD, the counties of Cook, DuPage, Kane, Lake, Will and McHenry will enter into individual subrecipient agreements with CMAP governing their receipt and use of grant implementation funds. The Parties recognize that grant funds must be obligated by June 1, 2026.

TERM

This Agreement will remain effective until September 30, 2029, until either supplanted by a new agreement or terminated earlier as provided below.

<u>ASSIGNMENT</u>

This Agreement may not be assigned without prior written approval of the Parties hereto.

WITHDRAWAL

Any Party may withdraw from this Agreement with 30 days' advance written notice via certified mail to the other Parties.

SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ENTIRE AGREEMENT

This Agreement between the Parties supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties with respect to this Agreement. By way of signing this Agreement, the Parties are bound to perform the duties and obligations within this Agreement. No amendment or modification of this Agreement shall be valid unless the same is in writing and executed by all the Parties hereto, and then only to the extent set forth in said writing.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

| For County of Cook | | |
|----------------------|---|------|
| Signature | Type or Print Name of Authorized Representative | Date |
| Attest | | |
| Signature | Type or Print Name of Authorized Representative | Date |
| For County of DuPage | | |
| Signature | Type or Print Name of Authorized Representative | Date |
| Attest | | |
| Signature | Type or Print Name of Authorized Representative | Date |

| For County of Kane | | |
|----------------------|---|------|
| Signature | Type or Print Name of Authorized Representative | Date |
| Attest | | |
| Signature | Type or Print Name of Authorized Representative | Date |
| For County of Lake | | |
| Signature | Type or Print Name of Authorized Representative | Date |
| Attest | | |
| Signature | Type or Print Name of Authorized Representative | Date |
| For County of McHen | ry | |
| Signature | Type or Print Name of Authorized Representative | Date |
| Attest | | |
| Signature | Type or Print Name of Authorized Representative | Date |
| For County of Will | | |
| Signature | Type or Print Name of Authorized Representative | Date |
| Attest | | |
| Signature | Type or Print Name of Authorized Representative | Date |
| For Chicago Metropol | litan Agency for Planning | |
| Signature | Erin Aleman | Date |
| Attest | | |
| Signature | Type or Print Name of Authorized Representative | Date |