

HOUSING AND COMMUNITY DEVELOPMENT
INTERGOVERNMENTAL JOINT AGREEMENT BETWEEN
DU PAGE COUNTY AND THE CITY OF WHEATON

(FOR FEDERAL FISCAL YEARS ENDING IN 2027, 2028, 2029
WITH AUTOMATIC RENEWAL)

THIS JOINT AGREEMENT is entered into effective as of the 14th day of July, 2026, between the COUNTY OF DU PAGE, a body politic and corporate of the State of Illinois (“COUNTY”) and the City of Wheaton, an Illinois municipal corporation (“CITY”), both of which may be referred to throughout as “Parties.”

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974, 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 ACT makes possible the allocation of funds to the COUNTY and CITY for the purpose of undertaking only community development program activities within the municipality as authorized in Section 105 of the Act and further identified in Section 570.200-20 of Title 24 CFR, Chapter V, Part 570; and

WHEREAS, the National Affordable Housing Act (“NAHA”) makes possible the allocation of HOME Investment Partnerships Act funds to the COUNTY for the purpose of undertaking only housing activities specified in Title II of NAHA; and

WHEREAS, the governmental entities who are Parties to this JOINT AGREEMENT:

1. Have determined that there exists in the incorporated and unincorporated areas of the COUNTY the need for various public improvements, which will aid in preventing or eliminating blight, and which will assist in the provision of housing and housing opportunities for persons of low and moderate income, including the elderly and handicapped, and also public improvements for which there is an urgent need; and
2. Have determined that the said improvements can be accomplished by participation in the program established by the Housing and Community Development Act of 1974 (“CDBG”) (42 USC 5301, *et seq.*), as amended, and the HOME Investment Partnerships Act (“HOME”) (42 USC 3535(d) and 12701-12839), as amended, the McKinney-Vento Homeless Assistance Act of 1987, Title IV, as amended, 42 U.S.C. 11371-78 and the 2009 Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments, (“ESG”) 24 CFR Parts 91 and 576 [Docket No. FR 5474 I 01] RIN 2506 AC29. (the “ACTS”) and in effectuation of the purposes thereof; and
3. Have determined that joint action by the COUNTY and CITY is the most effective way to accomplish the purposes of the ACTS within the CITY.

WHEREAS, units of local government had conferred upon them the following powers by Article VII, Section 10, of the 1970 Constitution of the State of Illinois:

“Units of local government and school districts may contract or otherwise associate among 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 related to intergovernmental activities”; and

WHEREAS, Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 220/5) 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 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....”; and

“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 bodies 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”; and

WHEREAS, the City has been a Joint Recipient within the DuPage Urban County and as such, cooperates in providing for the use of grant entitlement funds under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, updated standards have been issued by the U.S. Department of Housing and Urban Development (“HUD”) and it is most expedient for the COUNTY and CITY to replace, rather than amend the previous Community Development Intergovernmental Joint Agreement dated 06/24/2014, and adoption of this new JOINT AGREEMENT will meet the current standards acceptable to HUD for the three-year urban county qualification period including federal fiscal years 2027, 2028 and 2029; and

WHEREAS, the CITY Mayor is authorized to execute this JOINT AGREEMENT on behalf of the CITY; and

WHEREAS, the DuPage County Board Chair is authorized to execute this JOINT AGREEMENT on behalf of the COUNTY; and

WHEREAS, the COUNTY and CITY authorize the execution of this JOINT AGREEMENT in exercise of their respective powers and other governmental authority, and, in exercise of their intergovernmental cooperation authority under the Constitution and statutes of the State of Illinois.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between and among the Parties hereto as follows:

1. RECITALS. The foregoing recitals are incorporated herein and made part of this JOINT AGREEMENT.
2. BASIS, PURPOSE AND INTENT. The Parties hereto, by their respective governing bodies, have investigated the provisions of the ACTS and hereby find and declare:
 - a. That the recitals hereinabove set forth show that joint action by the CITY and the COUNTY is the most effective way to accomplish the purpose of the ACTS; and
 - b. That it is the purpose and intent of the Parties hereto by this JOINT AGREEMENT to cooperate in undertaking, or assisting in undertaking, essential community development and housing assistance activities, specifically community renewal and lower-income housing assistance activities within the CITY.
3. PARTICIPATION IN OTHER PROGRAMS. This JOINT AGREEMENT covers the following formula funding programs administered by HUD where the COUNTY is awarded and accepts funding directly from HUD: the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program. The CITY understands and agrees that, by executing this JOINT AGREEMENT, it:
 - a. May not apply for grants under the State CDBG Program for the fiscal years during the period in which the CITY participates in the Urban County's CDBG Program; and
 - b. May receive a formula allocation under the HOME Program only through the COUNTY.
 - i. If the CITY qualifies to receive a separate allocation of HOME funds, it has three options: (1) it may form a HOME consortium with the Urban County, in which case it will be included as part of the Urban County when the HOME funds for the county are calculated; (2) it may elect to continue to receive its separate HOME grant but have the Urban County

administer it; or (3) the Metropolitan City may administer its HOME program on its own.

- c. May receive a formula allocation under the ESG Program only through the COUNTY.
- d. This does not preclude the Urban County or the CITY from applying for HOME or ESG funds from the State, if the State allows.

4. JOINT AGREEMENT.

- a. The COUNTY and the CITY, in cooperation, agree to undertake, or assist in undertaking, essential community development and housing assistance activities as approved and authorized between the Parties in the CDBG Agreements, including the Consolidated Plan.
- b. It is hereby understood by the respective parties hereto that the COUNTY shall have authority to undertake or assist in undertaking essential community development and housing assistance activities within the entire CITY.
- c. The CITY understands that the COUNTY will have final responsibility for selecting projects and filing annual grant requests and submitting the Consolidated Plan to HUD.
- d. The Urban County agrees that the CDBG funds the CITY is entitled to will be utilized to benefit the CITY. The COUNTY will notify the CITY when a project is proposed inside the CITY's corporate limit so that the CITY may have the opportunity to comment on the project.
- e. The CITY and COUNTY shall take all actions necessary to assure compliance with the COUNTY's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing, Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, Section 3 of the Housing and Urban Development Act of 1968, Uniform Relocation and Real Property Policies Act of 1970 and the implementing regulations at 49 CFR Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 42, and all other applicable laws and regulations. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any

cooperating unit of general local government that impedes the COUNTY's actions to comply with the COUNTY's fair housing certification and duty to affirmatively further fair housing.

- f. The CITY agrees to evidence its consent to participate in this JOINT AGREEMENT by providing the COUNTY with: (a) a certified copy of a Resolution from the governing body of the CITY that the Chief Elected Official of the CITY is authorized to sign the JOINT AGREEMENT; and, (b) an unqualified opinion of its legal counsel acceptable to the COUNTY concluding that the CITY is authorized under Illinois and local law, to enter into the terms and provisions of the JOINT AGREEMENT and to undertake, or assist in undertaking, community development activities under the CDBG Program.

5. DURATION OF JOINT AGREEMENT & AMENDMENT.

- a. This JOINT AGREEMENT shall remain in effect for the three-year program period of Federal Fiscal Years 2027, 2028, and 2029, and until funds granted and program income received during the three-year program period are expended and the funded activities completed. This applies to future qualification periods which renew automatically as described in Section 5.b. below. Neither the COUNTY nor the CITY may terminate, withdraw, or be removed from the program during the three-year program period.
- b. This JOINT AGREEMENT will renew automatically for participation for one successive three-year Urban County qualification period (Federal Fiscal Years 2030, 2031, and 2032), unless the CITY or the COUNTY provide written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD.gov Urban Counties website. The COUNTY will notify the CITY in writing of the CITY's right to make this election. A copy of the COUNTY's notification must be sent to the HUD field office by the date specified on the HUD.gov Urban Counties website.
- c. The Parties agree to adopt amendment(s) to this JOINT AGREEMENT as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendments to HUD, will void the Joint Agreement for such qualification period.
- d. The COUNTY and CITY agree that they cannot terminate or withdraw from this JOINT AGREEMENT while it remains in effect.

6. PROGRAM INCOME.

- a. The CITY will inform the COUNTY of any income generated by the expenditures of CDBG or HOME funds received by the CITY from the COUNTY.

- b. The CITY will return any such program income to the COUNTY for reprogramming for eligible activities for use in any part of the COUNTY as the COUNTY determines is best.
- c. The COUNTY shall monitor and report to HUD on the use of any program income.
- d. The CITY shall comply with all rules and regulations for appropriate record keeping in relation to the generation and return of any program income.
- e. In the event of a closeout of a project, change in status of the CITY, or termination of this JOINT AGREEMENT, any program income that is on hand at that time or is received subsequent thereto, shall be returned to the COUNTY.

7. PROPERTY ACQUISITION AND DISPOSITION.

- a. The CITY shall comply with all rules and regulations in connection with the acquisition and disposition of real property.
- b. The CITY shall immediately notify the COUNTY of any modification or change in the use of the acquired real property from the use planned at the time of the acquisition or improvement, including but not limited to, disposition.
- c. The CITY shall pay to the COUNTY an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds, or HOME funds, where applicable) of any property acquired or improved with CDBG funds, or HOME funds, where applicable, which the CITY sells or transfers for a use which does not qualify under CDBG regulation, or HOME regulations, where applicable.
- d. Any program income generated from the disposition or transfer of property prior or subsequent to closeout, change of status of the CITY, or termination of this JOINT AGREEMENT shall be returned by the CITY to the COUNTY for reprogramming for eligible activities in any part of the COUNTY as the COUNTY determines is best.

8. ALLOCATION AND EXPENDITURES. No funds under the terms of this JOINT AGREEMENT will be allocated or spent by the CITY prior to approval by the COUNTY.

9. PROHIBITION FROM FUNDING. The COUNTY and CITY agree that the COUNTY is prohibited from and shall not fund the CITY for activities in, or in support of, the CITY when the CITY does not affirmatively further fair housing within its own jurisdiction or when the CITY's actions impede the COUNTY's actions to comply with its fair housing certification to the federal government.

10. CITY AS SUBRECIPIENT. The CITY agrees that, pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to subrecipients in the CDBG Program, including the requirement of a written agreement set forth in 24 CFR 570.503.

11. NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS POLICY.

- a. The CITY certifies that it has adopted and is enforcing 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.
- b. The CITY certifies that it has adopted and is enforcing 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.

12. NO SALE, TRADE OR TRANSFER OF FUNDS. Parties to this Joint Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any 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.

13. REMEDIES.

- a. Upon the determination by HUD or by the COUNTY that any funds provided to the CITY under this program have been spent in violation of the requirements of federal or state laws, or the terms of this JOINT AGREEMENT, such funds will, upon the request of the COUNTY, be returned to the COUNTY.
- b. Upon the direction of HUD or the COUNTY to alter or modify a program to eliminate a violation of law, the CITY will take such action.

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

15. MISCELLANEOUS. The Parties hereto agree that this JOINT AGREEMENT which may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same JOINT AGREEMENT.

IN WITNESS WHEREOF, the undersigned Parties have caused this JOINT AGREEMENT to be executed by their duly designated officials, pursuant to a proper resolution of their respective governing bodies.

COUNTY OF DUPAGE, a body politic in
the State of Illinois

CITY OF WHEATON, a Municipal
Corporation in the State of Illinois

By: _____
Deborah A. Conroy,
County Board Chair

By: _____
Philip J. Suess,
Mayor

Date: _____

Date: _____

Attest: _____
Jean Kaczmarek,
County Clerk

Attest: _____
Andrea Rosedale,
City Clerk