

MEMORANDUM OF UNDERSTANDING

BETWEEN WAUKESHA COUNTY AND THE CITY OF WAUKESHA REGARDING PARTICIPATION IN WAUKESHA COUNTY'S "URBAN COUNTY" COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This Memorandum of Understanding (MOU) is entered into between Waukesha County (County); and the City of Waukesha (City); to update the City's participation in the County's "Urban County" Community Development Block Grant (CDBG) Program as authorized by the United States Department of Housing and Urban Development (HUD). This Memorandum of Understanding is premised upon the following recitals:

WHEREAS the County and the City entered into a Memorandum of Understanding on August 25, 1992, which allowed the City to participate in the County's "Urban County" for the 1993-1995 program years, with an automatic renewal option every three-year period; and

WHEREAS since 1992 HUD recognizes the City as a participant in the County's "Urban County" status rather than being a separate entitlement community; and

WHEREAS through the "Urban County" status, available HUD funding is used efficiently to address eligible county-wide issues, while reducing the duplication of services and administrative costs associated with separately run CDBG programs; and

WHEREAS the County and the City wish to ensure that the City of Waukesha maintains some control over a portion of the CDBG funds that would have been previously made directly available to the City as if it were a separate entitlement community while recognizing the cost to the County for program administration; and

NOW, THEREFORE, in consideration of the mutual covenants herein, it is understood by the County and the City that:

1. For the CDBG program years 2023 through 2025, and through each renewal term of the Mutual Cooperation Agreement Under the Housing and Community Development Act and the National Affordable Housing Act entered into between the City and the County ("Mutual Cooperation Agreement"), the City shall continue to relinquish its CDBG entitlement status.
2. The County shall continue its responsibility in administering the county-wide CDBG program. The City shall be a Subgrantee of the County for all CDBG funded programs or projects. The City shall enter into contracts with the County for each program or project. The County shall be responsible for all monitoring and all reporting to HUD.
3. In consideration of the County retaining all administrative responsibility, in each program year the City shall be apportioned an amount equal to 60% of the amount the City would have received from HUD CDBG funds had it kept its CDBG entitlement community status, and the County will retain 40% of that amount.
4. The apportioned proceeds received by the City may only be used to fund eligible programs as specified by HUD's CDBG program rules. Projects will be approved by the City's CDBG Board and Common Council and will require approval by the Waukesha County CDBG Board. The Waukesha County CDBG Board will take into consideration the City's recommendations when determining whether to approve the City's proposed allocations of funding.
5. The City may allocate up to 15% of its apportioned allocation to Public Services activities. The City may not allocate funding under the Administration funding category.
6. The City may make an application for other county CDBG funding for eligible projects.

7. The City's allocation shall not impact or preclude other entities located in the City from directly applying to the County for funding.
8. The City may choose to administer a Homeowner Rehabilitation Revolving Loan Fund Program and shall enter into a contract with the County to delineate rights and responsibilities under the program. Funds or program income returned to the City from projects funded by this program shall be retained by the City for reallocation to the Homeowner Rehabilitation Revolving Loan Fund. On an annual basis, the City shall provide to the County an accounting of the loan portfolio and an accounting of any program income received. If the Homeowner Rehabilitation Revolving Loan Fund ceases to exist, all program income generated from the loan portfolio shall be returned to the County on a quarterly basis for reallocation.
9. This MOU shall continue in effect so long as the Mutual Cooperation Agreement remains in effect. Should the City opt out of the Mutual Cooperation Agreement and Urban County participation during the HUD Urban County Requalification process, this MOU shall be terminated immediately. The County and the Milwaukee office of HUD must be given a written notice of the City's decision to terminate its participation, along with approval of this decision by the City's Common Council.
10. The City shall be represented on the Waukesha County CDBG Board by at least two public officials or citizen members from the City during the program years in which this MOU is in effect.
11. The County will include City staff members in the process of developing the Consolidated Plan and the Annual Action Plan, through the public opinion outreach portion of the planning process.
12. County and City staff members will meet regularly to discuss ongoing projects and additional CDBG opportunities.

This memorandum of understanding is entered into by the City of Waukesha and Waukesha County this day of _____, 2022.