

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN  
THE CITY OF ROLLING MEADOWS, THE VILLAGE OF ARLINGTON HEIGHTS,  
THE VILLAGE OF BUFFALO GROVE, THE VILLAGE OF MOUNT PROSPECT  
AND THE VILLAGE OF PALATINE ESTABLISHING A NORTHWEST SUBURBAN  
HOUSING COLLABORATIVE**

WHEREAS, the City of Rolling Meadows, the Village of Arlington Heights, the Village of Buffalo Grove, the Village of Mount Prospect and the Village of Palatine are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified in 5 ILCS 220/1 *et seq.*, and are authorized by said Act and Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements.

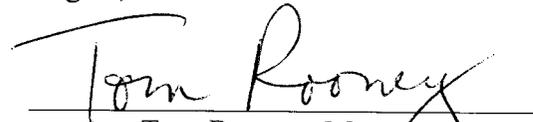
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Meadows, Illinois, that Intergovernmental Agreement between the City of Rolling Meadows, the Village of Arlington Heights, the Village of Buffalo Grove, the Village of Mount Prospect, and the Village of Palatine, a copy of which is attached hereto as Exhibit "A," is hereby approved and the Mayor and Deputy City Clerk are authorized and directed to execute and deliver the Agreement on behalf of the City of Rolling Meadows.

Yeas: Allen, Buske, D'Astice, Larsen

Nays: Cannon, Judd, Banger

Absent: 0

Passed and approved this 23<sup>rd</sup> day of August, 2011.

  
\_\_\_\_\_  
Tom Rooney, Mayor

ATTEST:

  
\_\_\_\_\_  
Ginny Cotugno, Deputy City Clerk

**EXHIBIT "A"**

**AGREEMENT**

**INTERGOVERNMENTAL AGREEMENT  
NORTHWEST SUBURBAN HOUSING COLLABORATIVE**

**August 3, 2011**

**THIS INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is entered into by and between the Village of Arlington Heights ("Arlington Heights"), the Village of Buffalo Grove ("Buffalo Grove"), the Village of Mount Prospect ("Mount Prospect"), the Village of Palatine ("Palatine"), and the City of Rolling Meadows ("Rolling Meadows")(individually "Municipality" or "Party"; collectively, the "Municipalities" or "Parties"), all being Illinois home rule municipal corporations, with the support and assistance of the Metropolitan Mayors Caucus ("MMC") and the Metropolitan Planning Council ("MPC"), both being Illinois not-for-profit corporations, for the purpose of collaborating to address housing issues in Northwest Cook County, Illinois. Although the MMC and MPC are not Municipalities or signatories to this Agreement, they agree to full their obligations set forth herein.

**RECITALS**

**WHEREAS**, the Municipalities are home rule municipalities pursuant to Article VII, Section 6 of the 1970 Illinois Constitution, and as such, may exercise any power and perform any function related to their government and affairs; and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into agreements to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (the Act"), authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into agreements for the performance of governmental services, activities or undertakings; and

**WHEREAS**, the corporate authorities of the Municipalities agree that a collaborative approach by the Municipalities to address housing issues using available state, federal and county funds, will most effectively address the housing issues in the region; and

**WHEREAS**, the Metropolitan Mayor's Caucus (MMC), on behalf of the participating municipalities, applied for a grant from the Chicago Community Trust ("The Trust"), which grant was awarded to the MMC to support on-going inter-jurisdictional housing work in northwest Illinois suburbs, as described in the Grant Application and Grant Record with Grant Conditions (the "Grant Award") attached as **Group Exhibit A** and made a part hereof (the "Project"); and

**WHEREAS**, an independent consultant (the "Consultant") will be retained to implement the inter-jurisdictional housing work described in the Grant Application and Award, as provided in a contract to be executed by the Consultant, and a Steering Committee is created by this Agreement to direct and oversee the work of the Consultant; and

**WHEREAS**, MMC has agreed to fund the Project, including the costs of the Consultant, in a total amount of \$35,000 (the "Grant") using the Grant funds awarded by The Trust; and

**WHEREAS**, the corporate authorities of each Municipality agree that it is in their best interests to enter into this Intergovernmental Agreement; and

**WHEREAS**, the various undertakings by the Municipalities set forth in this Agreement relate to the respective government and affairs of the Municipalities.

**NOW THEREFORE**, in consideration of the foregoing premises, the mutual covenants and promises herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipalities hereby agree as follows:

**Section 1.      *Incorporation of Recitals***

The Recitals of this Agreement are hereby incorporated by reference into this Agreement as if fully set forth herein.

**Section 2.      *Lead Municipality***

The Village of Arlington Heights shall be the Lead Municipality for purposes of this Agreement. Another Municipality may replace the Village of Arlington Heights as Lead Municipality upon the Village of Arlington Height's request and the majority approval of the Steering Committee.

**Section 3.      *Establishment of Steering Committee***

A.      A Steering Committee (the "Committee") is created to direct, oversee and cooperate with the Consultant. In particular, the Committee will focus on: multifamily housing stabilization and preservation; condominium foreclosure strategies; engaging financial institutions in designing solutions; advancing the region's strategic plan and other local and regional housing efforts; supporting future fundraising for the Municipality's inter-jurisdictional efforts; and addressing the challenges faced by the regional increase in housing foreclosures.

B.      The Steering Committee shall consist of two (2) representatives from each Municipality (the "Committee Members"), appointed by the Mayor or Village President of each Municipality. One (1) of the Lead Agency's Committee Members shall be selected by that Agency's Committee Members, unless designated by that Municipality's Mayor or Village President (the "Designated Lead Municipality Representative"), to act as chair of the Steering Committee and principal liaison between the Consultant and the Committee.

C.      No Committee Member shall receive compensation for service on the Committee, or additional compensation if the Member is an employee or elected official of the appointing Municipality. Each Member shall continue to serve on the Committee until such time as the Member is replaced by the Mayor/Village President of the appointing Municipality.

D.      The Steering Committee shall be subject to and governed by the terms of this Agreement and any By-Laws adopted by the Committee as amended from time to time. In the event of a conflict between this Agreement and the Bylaws, the terms of this Agreement shall control the creation and operation of the Committee.

E.      The Steering Committee is not intended to be a legal entity, separate and apart from the individual Municipalities. It has no power to contract or take any other legally binding action.

**Section 4. Duties of Steering Committee**

- A. The Consultant shall be selected by the Steering Committee.
- B. The Committee will monitor Consultant's performance of its contract obligations under the Consultant Agreement, as hereinafter defined.
- C. The Steering Committee will provide general direction to the Consultant, and will identify priorities for the Project.
- D. The Designated Lead Municipality Representative shall act as Chair of the Committee and day to day liaison between the Committee and the Consultant.
- E. MMC will work with the Consultant and the Steering Committee to determine the initiatives that the Consultant will undertake. The Committee, or its designee, will meet with the Consultant and MMC periodically (but no less than once per quarter) to review the status of the initiatives, to coordinate their efforts in furthering the goals of the initiatives, and to evaluate Consultant's performance based on certain benchmarks, which the Committee and MMC will determine.
- F. The Committee or its designee will communicate with Consultant and The Trust periodically (but no less than once per quarter) to evaluate the Project's status and Consultant's performance with respect to the terms of the Consultant Agreement, as hereinafter defined.
- G. The Committee shall act in conformance with the requirements of the Grant Award attached in **Group Exhibit A**; provided, however, that at the conclusion of the Project funded by the Grant Award, the Committee will continue to exist and will operate according to the rules of any other funding agreement which may be entered into.
- H. Under no circumstances shall the Steering Committee or its Members incur any liability or be bound by the terms of any contract.

**Section 5. Consultant's Responsibilities**

- A. The selected Consultant will enter into a contract with the Lead Municipality (the "Consultant Agreement"), which Agreement shall be based upon the Northwest Suburban Housing Collaborative Request for Proposals for Consulting Services Contract: Interjurisdictional Housing Coordinator, which is attached hereto and incorporated herein as **Exhibit B**, and also include the responsibilities described in this Section 5 and the payment limitations described in Section 6(A).
- B. In general, Consultant shall assist, facilitate and coordinate the efforts of the Municipalities to create regional housing solutions to address the short and long term housing needs and to provide a range of housing types.
- C. The Consultant will report to the Steering Committee on a monthly basis.

D. The Consultant shall perform its duties and obligations in accordance with all applicable federal, state and local rules and regulations.

E. The Consultant may apply for grants, on behalf of MMC, to support on-going inter-jurisdictional housing work in the Municipalities, subject to prior written approval of the Steering Committee and final acceptance by MMC.

F. The Consultant's responsibilities and duties may be expanded or continued if additional grant funds are obtained.

**Section 6. Responsibility for Consultant Payments**

A. The Lead Municipality will contract with the Consultant on behalf of the Municipalities and MMC. The Consultant shall be paid directly by MMC, in accordance with the terms of the Consultant Agreement, dependent upon MMC's receipt of The Trust and other grant funds, as well as the Consultant's satisfactory performance of its responsibilities and duties. In the event all Grant or other grant funds are not disbursed, this Agreement shall become null and void.

B. The Steering Committee has no responsibility for the payment of any invoices; provided, however, that the Lead Municipality will direct MMC to pay only those invoices for which no objection is received from the majority of the Municipalities.

C. The Lead Municipality will distribute the Consultant's invoices to each Municipality and will approve all reasonable charges for payment by MMC, provided that no invoice or portion thereof will be paid if a majority of the Municipalities object to that invoice or portion thereof in writing to the Lead Municipality within 7 days of receipt. In the event that timely written objections are received from a majority of the Municipalities, or the Lead Municipality determines that services have not been fully and satisfactorily performed, no payment shall be made unless and until payment is expressly directed and authorized by a majority of the Committee Members.

D. The Lead Municipality will submit the Consultant's approved invoices to MMC for payment. MMC, as fiscal agent for the Grant, will be responsible for paying the Contractor. Under no circumstances will any payment of Grant funds or other funds or payments of any kind, including reimbursements, be made by or come from any Municipality. All payments owed to Contractor under this Agreement shall be made by, and are the sole responsibility of, MMC, as recipient of the Grant funds and fiscal agent for the Grant.

**Section 7. Project Contributions/Liability for Payments**

A. MMC and MPC have agreed to provide staff support and technical assistance, free of charge, to assist the Consultant in the performance of its work under the Consultant Agreement. As recipient of the Grant and the entity responsible for making payments to the Consultant, MMC will participate in the review of the Consultant's invoices and progress reports.

B. Each Municipality has agreed to absorb any already incurred and future internal administrative costs for their own employees' time and energy, as well as miscellaneous costs and expenses associated with creating and implementing this Project. No other funds shall be provided by

the Municipalities unless specifically agreed to in writing by the corporate authorities of the Municipality.

C. Under no circumstances shall any Municipality incur any liability or be bound by the terms of any contract unless that liability or contract is expressly authorized and approved by the governing bodies of the Municipalities. The Consultant Agreement is so authorized and approved.

**Section 8. Mutual Release, Hold Harmless and Waiver of Claims**

Each Municipality, for itself and its elected or appointed officers and officials, president and trustees, mayor and commissioners, agents, volunteers, attorneys, engineers, representatives and/or employees agrees to waive, release, relinquish and hold harmless all of the other Municipalities, and their elected or appointed officers and officials, presidents and trustees, mayor and commissioners, agents, volunteers, attorneys, engineers, representatives and/or employees, from any and all claims, actions, suits, injuries, damages, costs, expenses and liabilities each other Municipality has, or may have, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the performance or termination of this Agreement and any contract entered into pursuant to this Agreement.

**Section 9. Cooperation**

The Municipalities agree to work in good faith to achieve the objectives of this Agreement and to mutually resolve any disputes occurring or arising out of or during the term of this Agreement. The Municipalities agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement.

**Section 10. Waiver**

The waiver by any Municipality of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

**Section 11. Default/Breach and Remedy**

A. The failure or refusal by any Party to comply with any of its obligations shall constitute a default under this Agreement.

B. If any Party defaults or breaches in the performance of any of its obligations under this Agreement, a non-breaching Party shall give the breaching Party written notice of such default/breach, and if the breaching Party does not cure the default/breach within fifteen (15) days after the giving of such notice, (or if such default is of such nature that it cannot be completely cured within such period, if the breaching Party does not commence such curing within fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such default/breach), then the majority of all non-breaching Parties may agree to terminate the Breaching Party's participation in this Agreement. Upon termination of this Agreement, the Parties may pursue all available legal rights and remedies in court to assert or protect their rights.

C. Should any dispute arising out of this Agreement lead to litigation, the prevailing Municipality shall not be entitled to recover its costs of suit or attorneys' fees.

**Section 12. Notices**

All notices, demands, requests or other writings which any Municipality is required to, or may wish to, serve upon any other Municipality in connection to this Agreement shall be in writing and shall be deemed given (a) upon delivery, if personally delivered or if sent by e-mail or facsimile transmission, to the Municipalities to be given such notice or other communication; (b) on the third business day following the date of deposit in the United States mail, if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or, (c) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

*If to the Village of Arlington Heights:*

Village Manager  
Village of Arlington Heights  
33 S. Arlington Heights Road  
Arlington Heights, IL 60005

*If to Village of Mount Prospect:*

Village Manager  
Village of Mount Prospect  
50 S. Emerson Street  
Mount Prospect, IL 60056

*If to the Village of Buffalo Grove:*

Village Manager  
Village of Buffalo Grove  
50 Raupp Blvd.  
Buffalo Grove, IL 60089

*If to the Village of Palatine:*

Village Manager  
Village of Palatine  
200 East Wood Street  
Palatine, Illinois 60067

*If to City of Rolling Meadows:*

Village Manager  
City of Rolling Meadows  
3600 Kirchoff Road  
Rolling Meadows, IL 60008

**Section 13. General**

A. After approval by the respective corporate authorities, this Agreement shall be binding on each Municipality and its respective successors, including successors in office.

B. This Agreement shall be construed together with the Consultant Agreement, the Grant Application, and the terms of the Grant Award and any other grants received. In the event of a conflict, the terms of the Agreement shall prevail.

C. This Agreement shall be deemed and construed to be the joint and collective work product of the Municipalities and, as such, this Agreement shall not be construed against a Municipality, as the otherwise purported drafter of same, by any court of competent jurisdiction in resolving any inconsistency, any ambiguity, vagueness or conflict in the terms or provisions, if any, contained herein.

D. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether a third party beneficiary thereof or otherwise) other than the Municipalities. Nothing in this Agreement shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Municipalities, and/or any of their respective officials, officers and/or employees.

E. Nothing in this Agreement is intended or shall be construed as establishing a separate legal entity, or the relationship of principal and agent, partnership, or joint venture between or among the Municipalities, the Steering Committee or the Consultant. Each Municipality hereto shall retain the sole right to control its own employees, and the affairs and conduct of its employees and representatives, including the payment of compensation and benefits, shall be sole responsibility of the respective Municipality.

**Section 14. Amendments/Entire Agreement**

No amendments, changes, modifications, alterations, or waivers of any term, provision or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Municipalities hereto as required by law. The provisions set forth herein constitute the entire agreement of the Parties regarding the matters addressed in the Agreement, and supersede any prior agreements or representations, as it is the intent of the Parties to provide for complete integration within the terms of this Agreement.

**Section 15. Assignment**

This Agreement shall not be assigned by any Municipality without the express written consent of the other Municipalities, in the sole discretion of those Municipalities.

**Section 16. Severability**

The terms, conditions, and provisions of this Agreement shall be severable, and if any term, condition, or provision is found to be invalid or unenforceable for any reason whatsoever, the remaining sections, subsections, terms, conditions, and provisions shall remain in full force and effect, and shall not be affected by such determination, unless the Agreement can no longer be performed by any Municipality.

**Section 17. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a Municipality. Reproduction of this Agreement and its signatures hereon shall be the equivalent of an original copy of this Agreement.

**Section 18. Effective Date**

The Effective Date of this Agreement shall be 12:01 a.m. on September 1, 2011.

**Section 19. Term of Agreement**

This Agreement shall be in full force and effect for a term of one (1) year commencing on the Effective Date, subject to early termination pursuant to Section 20, and such extensions as a majority of the Steering Committee deem necessary to continue to operate in accordance with the terms of any other grant agreement authorized under this Agreement.

**Section 20. Termination**

This Agreement shall terminate upon the expiration of the term set forth in Section 19 above, or upon mutual agreement, of all of the Municipalities. Any Municipality may withdraw from this Agreement, at any time, upon at least thirty (30) days prior written notice to the other Municipalities and MMC of its intent to withdraw from this Agreement. Such notice will terminate the rights, duties and obligations of the withdrawing Municipality, effective on the withdrawal date specified in the notice or on the thirtieth day after receipt of the notice by the MMC or the Lead Municipality, whichever is later. If the withdrawing Municipality is in default under the Agreement at the time it issues the notice, then its right to participate and receive the benefits contained in the Agreement shall immediately terminate and the withdrawing Municipality shall still be obligated to cure the default. Withdrawal by a Municipality shall terminate only that Municipality's participation under the Agreement and shall not affect the other Municipalities or require an amendment to this Agreement.

**Section 21 Choice of Law.**

This Agreement shall be governed by the laws of the State of Illinois. The Circuit Court of Cook County, Illinois, shall have jurisdiction over any disputes arising under this Agreement, and each of the Parties hereby consents to such Court's exercise of jurisdiction.

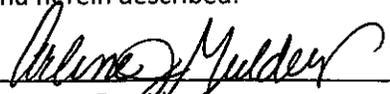
**Section 22 Authority to Execute.**

The Parties represent and warrant to each other that this Agreement has been adopted and approved by ordinance or resolution, and they have the authority to enter into this Agreement and perform their obligations hereunder.

**Section 23 Titles.**

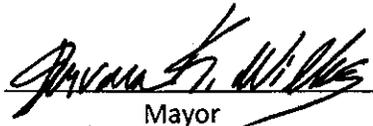
The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Municipalities hereto have executed this Agreement on the date as set forth below and herein described.

BY:   
President  
Village of Arlington Heights

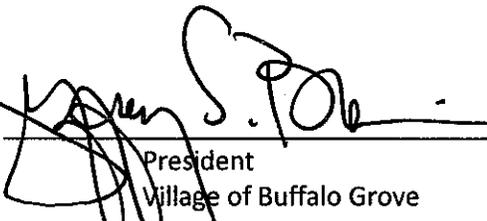
Date: 8/15/2011

ATTEST:   
Village Clerk

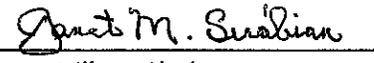
BY:   
Mayor  
Village of Mount Prospect

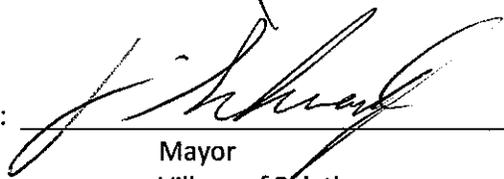
Date: 9/7/2011

ATTEST:   
Village Clerk

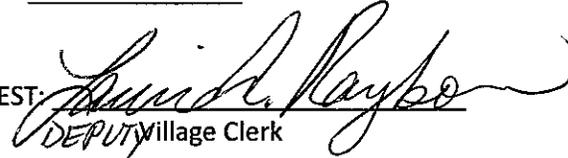
BY:   
President  
Village of Buffalo Grove

Date: 8/22/2011

ATTEST:   
Village Clerk

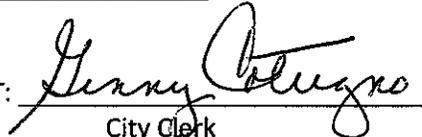
BY:   
Mayor  
Village of Palatine

Date: 8-18-11

ATTEST:   
DEPUTY Village Clerk

BY:   
Mayor  
City of Rolling Meadows

Date: 8-23-11

ATTEST:   
City Clerk