

COOPERATION CONTRACT

Agreement Between the County of Monmouth and Certain Municipalities Located Therein for the Establishment of a Cooperative Means of Conducting Certain Community Development Activities

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program, provides for substantial Federal funds being made to certain urban counties for use therein, and

WHEREAS, this act establishes certain criteria which must be met in order for a county to be the recipient of said funding, and

WHEREAS, the Inter-local Services Act (N.J.S.A. 40:8A-*et seq.*) provides a mechanism through which counties and municipalities may enter into agreements for the provision of joint services, it is therefore agreed by the County of Monmouth and the **Red Bank Borough** as follows:

A. Community Development Planning Process

1. Nature and Extent of Services

(a.) Purpose: The purpose of this agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse Federal funds available to eligible urban counties under Title I of the Housing and Community Development Act of 1974, as amended commonly known as Community Development Block Grant Program, and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of this program. Federal funds received by the county shall be for such functions as community renewal, water and sewer facilities, neighborhood facilities, public facilities, housing rehabilitation, open space and such other purposes as are authorized by the Act. Nothing contained in this agreement shall deprive any municipality or other unit of local government of any powers of zoning, development control or other lawful authority which presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as herein provided.

(b.) Establishment of Committee: There is hereby established a cooperative Community Development Block Grant Committee, consisting of one representative from each participating

municipality and two representatives of the County government, each to be appointed for one-year period coinciding with calendar year. The chief executive with the consent of the governing body of each participating agency shall make the one appointment.

(c.) Responsibilities of Committee:

- (1) The Committee shall elect a Chairperson, and shall take formal action only upon a two-thirds vote of the members present.
- (2) With the concurrence of the Board of Chosen Freeholders and Administrative Liaison Officer shall be designated. He shall be an employee of the County. He shall, within the limits of resources available, provide technical and administrative support to the Committee, and shall provide liaison between the Committee and the Board of Chosen Freeholders.
- (3) The Committee shall meet promptly after its establishment and thereafter as often as required. It shall establish rules of procedure as may be required.
- (4) The Committee shall study and discuss the community development needs of the county which affect the participating local governments and shall determine the most effective and acceptable utilization of Community Development Block Grant funds available to the county government. It shall recommend to the Board of Chosen Freeholders an application (Consolidated Plan) for participation in Federal funding, and toward that end it shall, in the matter herein prescribed, be authorized to develop required plans for the County, including a Housing Assistance Plan, and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the Community Development Block Grant Program. Funds applied for may be those available for "urban counties"; SMSA balances may also be applied for subject to approval of the participating municipalities.
- (5) The Committee shall develop, in full consultation with the Monmouth County Community Development Office and all affected agencies of the local governments involved, priorities for the actual utilization of such funds as are made available from the Federal Government under this Title. The

Committee shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a municipality to receive the monies to carry it out, or for some other combination of local or State agencies. Such implementation mechanism shall be established either by means of a separate contract entered into between the county government, upon the approval of this Committee, and the municipality or municipalities in which the activity or function is to take place, pursuant to the provisions of the Inter-local Services Act, or Section C of this agreement, subject to the same approvals. The implementation mechanism shall be established before submission of the application to HUD, and any relevant document becomes part of this agreement and should be submitted to HUD with it.

2. Standards of Performance

Every Inter-local Services Agreement established pursuant to this agreement shall contain standards of performance as required by the Inter-local Services Act and by the Housing and Community Development Act of 1974, as amended. Annually a report shall be prepared for the Committee by each recipient of funds describing whether the desired objectives have been attained. The Committee shall thereupon report its findings to all participating local governments, and shall submit such reports to the Board of Chosen Freeholders, as may be required for submission to the Federal Government. Pursuant to 24 CFR 570.501(b), all units of local government are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement described in 24 CFR 570.503.

**Section K.
of the
Notice**

This agreement includes, by reference, all provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary action, as determined by the County, to carry out a community development program and the approved CHAS, and/or meet other requirements of the CDBG program and other applicable laws.

**Section L.
of the
Notice**

3. Standards Applicable to Real Property Acquired or Improved in Whole or in Part with CDBG Funds

The following standards apply to real property acquired or improved in whole or in part using CDBG funds that are within the control of the municipality:

- (a.) The municipality must notify the county in a timely manner of any modifications or change in the use of real property from that planned at the time of acquisition of improvement including disposition;
- (b.) The municipality shall reimburse the county an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations; and
- (c.) Program income generated from disposition or transfer of property prior to or subsequent to close-out, change of status or termination of the cooperation agreement between the county and the municipality shall be paid to the county.

4. Estimated Cost and Allocation Thereof

The amount of Federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendation of the Committee, subject to any modification made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Funds established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. This fund shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient for the funds provided by the Federal act. Upon authorization by the County, and in compliance with State law and promulgated regulations, funds may be expended from this Trust Funds by the County by payment to the particular municipality pursuant to a specific contract. Neither the committee, the county government, nor any participating local government may expend, sell, trade or commit funds except as may be authorized pursuant to this agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own unless the grandfathering provision is enacted prior to the official allocation of CDBG funds for FY 2020.

5. Duration of Contract

**Section E
of the
Notice —
Paragraph 2**

This contract shall be effective for the three (3) program years (Federal Fiscal Years 2021, 2022, and 2023 appropriations) for which the County is to qualify to receive CDBG entitlement funding and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The population of participating municipalities included in the urban county under this agreement shall be included in the population of the urban county for three (3) successive years which will include the federal fiscal years 2021, 2022 and 2023.

**Section E
of the
Notice —
Paragraph 3**

This agreement will automatically be renewed for participation in successive three-year qualification periods, unless the county or the municipality provides written notice it elects not to participate in a new qualification period.

**Section E
of the
Notice —
Paragraph 2**

A copy of the notice must be sent to the HUD Field Office. By the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right not to participate. A copy of the county's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification notice.

Failure by either party to adopt an amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for the subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice will void the automatic renewal of such qualification period.

**Section G
of the
Notice**

This Agreement remains in effect until the CDBG and HOME funds and income received with respect to activities carried out during the three-year qualification period (and any successive qualification period under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the County and participating unit of general local government cannot

terminate or withdraw from this Agreement while it remains in effect.

5. Duration of Contract

By executing the CDBG cooperation agreement, the cooperating unit of general local government understands that it:

**Section D1
of the
Notice**

(a) may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's program; and

**Section D2
of the
Notice**

(b) may receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit(s) of local government cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government participating with the urban county from applying to the state for HOME funds, if the state allows.

**Section D3
of the
Notice**

(c) may receive a formula allocation under the ESG Program only through the urban county. This does not preclude the urban county or a unit of government participating with the urban county from applying to the state for ESG funds, if the state allows. Thus, even if the urban county does not receive an Emergency Solutions Grant (ESG) formula allocation, the participating unit(s) of local government cannot form an ESG consortium with other local governments.

6. Duration of General Agent

The Administrative Liaison Officer selected pursuant to section A 1 C (2) of this Agreement is hereby designated as the administrative agent of the Board of Chosen Freeholders for purposes of compliance with statutory and regulatory responsibilities. He shall be accountable to the Board of Chosen Freeholders, and for this purpose shall be subject to the supervision of the Board.

B. Qualification as Urban County

Section H of the Notice In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "urban county" the County and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, e.g., urban renewal and publicly assisted housing. The County and the cooperating unit of general local government agree to take all actions necessary to assure compliance with the urban county's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. No urban county funding shall be provided for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e. the entire urban county) which can, in turn, provide cause for funding sanctions or other remedial actions by the U.S. Department of Housing and Urban Development.

This agreement shall be effective only when sufficient municipalities have signed the contract so that 200,000 population is represented, and when all other Federal eligibility criteria for designation as an "urban county" under the Act have been satisfied. In the event that sufficient municipalities to meet these criteria should not sign this Agreement within the time period set forth by the United States Department of Housing and Urban Development, the Freeholder Director shall so notify all signatories and the Agreement shall thereupon be null and void.

Section J of the Notice In order to comply with Federal requirements, the County Government, through the Board of Chosen Freeholders, shall be the applicant for community development funds, and shall have final responsibility as applicant and shall have final responsibility for selecting activities and annually filing Final Statements with HUD. The County shall also have the authority to carry out activities which will be funded from Annual Community

Development Block Grant from Federal Fiscal Years 2012, 2013, and 2014 appropriations and from any program income generated from the expenditure of such funds.

Section C C. Agreement as to Specific Activities

of the

Notice

The specific activities to be included in this Section will be developed in cooperation with the parties to this agreement and shall be adopted by the Community Development Committee.

This Agreement covers the CDBG Entitlement, the HOME Investment Partnership, and Emergency Shelter (Solutions) Grant programs.

D. Program Income

1. That the municipality must inform the County of any program income generated by the expenditure of CDBG funds received by the municipality;
 2. That any such program income must be paid to the County or that the municipality may retain the program income subject to the acceptance of a written agreement by all parties;
 3. That any program income the municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply;
 4. That the County has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate recordkeeping and reporting by the municipality as may be needed for this purpose;
 5. That in the event of close-out or change in status of the municipality, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.
- E. This contract may be executed in substantially similarly worded counterparts, each of which shall be signed by the Freeholder Director and the chief executive of a participating municipality. Each signatory agency agrees to cooperate with all other signatories and be bound as if all had signed the same Agreement.

F. Severability and Modification Clause

In the event that any portion of the agreement shall be made inoperative by reason of judicial or administrative law ruling, the remainder of shall continue in effect. In the event that any modification of work activity shall be come necessary, the Community Development Block Grant Committee may increase or decrease the cost of any project by not more than 10%, subject to concurrence by HUD, the County and the municipalities involved.

G. This agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

Section J H. In no case may any party to this Agreement obstruct the implementation of the approved Consolidated Plan during the three (3) program years (Federal Fiscal Years 2021, 2022, and 2023 appropriations) in which this contract is in effect. The County has final responsibility for selecting CDBG, HOME, and ESG activities and submitting the Consolidated Plan to HUD, unless the county is a member of a HOME consortium, and then the consortium submits the Plan developed by the County.

Section I I. The County and the cooperating unit of general local government have adopted and are enforcing:

- A. 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; and
- B. 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 the jurisdiction.

Red Bank Borough

Municipality

Date: _____

By: _____
Mayor

(Municipal Clerk)

County of Monmouth:

Date: _____

By: _____
Thomas A. Arnone
Director of the Board of
Chosen FreeholdersMarion Masnick
Clerk of the Board of
Chosen Freeholders