**RESOLUTION NO. 2016 – 211**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF THE REVISED COMMUNITY DEVELOPMENT BLOCK GRANT URBAN COUNTY QUALIFICATION FY 2017-2019 COOPERATIVE AGREEMENT**

**WHEREAS**, by Resolution 2016-168, the Township Committee previously authorized participation with the County of Ocean in the United States Housing and Urban Development's (HUD) Community Development Block Grant Program (CDBG) which is utilized for various community development projects and public service activities; and

**WHEREAS,** the County of Ocean requested the execution of a revised Agreement in order to (1) remove reference to the Interlocal Services Act and add the Uniform Shared Services Act and (2) to update the term of agreement to indicate that the County and the Municipality cannot terminate or withdraw from the Agreement while it is in effect; and

**WHEREAS**, the governing body wishes to continue participation in the Ocean County CDBG Program and hereby approves the execution of the Revised Cooperative Agreement for FY 2017-2019.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

**1.** That the governing body hereby authorizes the Mayor to execute and the Township Clerk to attest to the Revised Cooperative Agreement with the County of Ocean for the HUD CDBG Program, the terms of which are memorialized in the Agreement attached hereto as Schedule A.

GILMORE & MONAHAN
A Professional Corporation
COUNSELLORS AT LAW
Allen Street Professional Center
Ten Allen Street
P.O. Box 1549
Toms River, New Jersey 08754

2. That a certified copy of this resolution shall be forwarded to the Board of Chosen Freeholders of the County of Ocean.

Motion to Approve: Stevens Second: Schlick Roll Call:

| | |
|---|---|
| Gormley | Yes |
| Kehm | Yes |
| Kobryn | Yes |
| Schlick | Yes |
| Stevens | Yes |

## CERTIFICATION

**I, DIANA K. MCCRACKEN, RMC,** Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **13th** day of **October, 2016.**

Diana K. McCracken, RMC

**DIANA K. MCCRACKEN**, Township Clerk
Little Egg Harbor Township

#3700

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**CONTRACT**

**COOPERATION AGREEMENT**

**FY 2017-2019**

AGREEMENT made this **1st day of August, 2016**, by and between THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, a body politic of the State of New Jersey, having an address for the purpose of this Agreement as Administration Building, 101 Hooper Avenue, Toms River, New Jersey 08754 (hereinafter "County") and the **Township of Little Egg Harbor**, a municipal corporation of the State of New Jersey, having an address for the purpose of this Agreement as **665 Radio Road**, , **Little Egg Harbor**, **New Jersey**, **08087**, (hereinafter "Municipality").

WHEREAS, Title I of the Housing and Community Development Act of 1974 provides for substantial federal funds through the Community Development Block Grant (CDBG) Entitlement Program being made to certain urban counties for use therein; and

WHEREAS, Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (NAHA) established the HOME Investment Partnership Program which provides substantial federal funds to qualified local jurisdictions including County of Ocean and its participating municipalities; and

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

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) provides a mechanism through which counties and municipalities may enter into agreements for the provision of shared services.

IT IS THEREFORE, agreed by the County and the Municipality 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 from federal fiscal year 2017, 2018 and 2019 appropriations available to eligible urban counties under Title I of the Housing and Community Development Act, the CDBG Entitlement Program, and Title II of the Cranston-Gonzalez National Affordable Housing

Act of 1990 (NAHA), the HOME Investment Partnership Program (HOME), to undertake or assist in undertaking such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these program. Federal CDBG funds received by the County shall be for such functions as water and sewer facilities, neighborhood facilities, public facilities, housing rehabilitation, open space and such other purposes as are authorized by the Act. Federal HOME funds received by the County shall be for such functions that expand the supply of decent, affordable housing for low and moderate-income families. 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 it 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 CDBG Committee, consisting of one representative from each participating municipality and two representatives of the County government, each to be appointed for one-year periods coinciding with the calendar year. The chief executive with the consent of the governing body of each participating municipality shall make the appointment and may appoint an alternate representative for the purpose of substituting, if necessary, for the appointed representative.

c. Responsibilities of Committee and The Board of Chosen Freeholders:

(1) The Committee shall elect a chairman and vice chairman and shall take formal action only upon a majority vote of the members present.

(2) The Board of Chosen Freeholders shall designate an Administrative Liaison Officer. The Officer shall be an employee of the County. The Officer 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 CDBG funds available to the County

government. It shall recommend to the Board of Chosen Freeholders an application for participation in federal funding, and toward that end it shall, in the manner herein prescribed, be authorized to develop a five-year Consolidated Plan for the County, and such other documents as are required by the Federal government for participation by the County in the CDBG Program.

(5) The Committee shall develop, in full consultation with the Ocean County Planning Board and the CDBG Committee, priorities for the actual utilization of such funds as are made available from the federal government under this Title.

(6) Every municipality participating in the Committee may request participation in the expenditure of the federal funds, comment on the overall needs of the County which may be served through its member so the Committee. Pursuant to 24 CFR 570.501(b), every participating municipality is subject to the same requirements applicable to subrecipients of the federal funds, including the requirement of a written agreement set forth in 24 CFR 570.503. Pursuant to 24 CFR 570.501 and 24 CFR 570.503, the County shall enter into a written agreement with the subrecipients prior to the disbursement of any funds for an approved project. No project may be undertaken or services provided in any municipality without the approval of the governing body of the municipality, which approval shall be established as provided in Subsection (5) above in addition to such other approvals as may be required by law. The municipal approval of any projects or services shall not be a restriction or veto on the implementation of the approved Consolidated Plan. Consistent with the approved Plan the County and the municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing.

d. Responsibilities of Participating Municipality: The execution of this Agreement by the appropriate official of the participating municipality signifies that the municipality understands that it:

(1) May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the County's CDBG Program; and

(2) May receive a formula allocation under the HOME program only through the County's urban county allocation. Thus, even if the County does not receive a

HOME formula allocation, the participating municipality cannot form a HOME consortium with other local governments

2. Cost and Allocation Thereof

The federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendations of the Committee, subject to any modifications made by HUD. Any federal funds received by letter of credit or otherwise shall be placed in a County account 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 County account by the County by payment to the particular subrecipient pursuant to a specific agreement. Neither the Committee, the County government, nor any participating local government may expend 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 Agreement may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

3. Term of Agreement

This Agreement shall remain in effect for the period necessary to carry out activities funded from annual CDBG appropriations for the federal fiscal year 2017, 2018 and 2019 and from any program income received from the expenditure of such funds, including any successive qualification periods beyond the fiscal years covered by this Agreement and as provided in the automatic renewal provision, are expended and the funded activities completed for any such funds granted by the County to the participating municipality. The County and participating Municipality cannot terminate or withdraw from the Cooperation Agreement while the Agreement remains in effect.

This Agreement will be automatically renewed for participation in successive three-year qualification periods. The County will notify each participating municipality in writing of its right not to participate for the successive three-year qualification periods by the date specified in the schedule of the HUD Urban County Qualification Notice for that

renewal period. A copy of the notifications must be sent to the HUD Field Office. Failure of the County to notify participating municipalities and to submit amendments to HUD will void the automatic renewal provision in the Agreement. If any municipality should elect not to participate in a new qualification period, written notice of this decision must be sent to the HUD Field Office.

Failure by either party to this Agreement to adopt any amendments to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period shall automatically terminate this Agreement following the expenditure of all CDBG funds allocated for use in the participating municipality's jurisdiction.

All amendments must comply with Section H, Severability and Modification Clause, of this Agreement.

4. Termination of Agreement by the Parties

Either the County or the participating municipality may exercise the option to terminate this Agreement by written notice to the other party at the end of the urban county qualification period. If the municipality fails to exercise its option at the end of the urban qualification period, it will not have the opportunity to exercise that option until the end of a subsequent urban county qualification period.

5. Designation of Administrative Officer

The Administrative Liaison Officer selected pursuant to Section A 1.c(2) of this Agreement is hereby designated as the administrative officer of the Board of Chosen Freeholders for purposes of compliance with statutory and regulatory responsibilities. The officer 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

The municipality and the County will take all required actions to comply 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, Fair Housing Act, and affirmatively furthering fair housing. The County and

municipality will comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and other applicable laws.

This Agreement shall be effective only when sufficient municipalities have signed the Agreement so that a population of 200,000 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 do meet these criteria should not sign the Agreement within the time period set forth by HUD, the Freeholder Director shall so notify all signators and the Agreement shall thereupon be null and void.

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 the Consortium for HOME funding, and shall take the full responsibility and assume all obligations of an applicant under the federal Act. The County shall have final responsibility for selecting activities and submitting the Consolidated Plan and Annual Action Plan to HUD.

C. Agreement as to Specific Activities

No project may be undertaken or services provided in any municipality without the approval of the governing body of the municipality, which approval shall be established as provide in Section A1.c(5) above, but in no case may a participant drop out of the three-year program except as a result of a HUD action.

D. Prohibitions on Funding

Pursuant to the Consolidated and Further Continuing Appropriations Act, 2016, Pub. L.114-113, a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Housing and Community Development Act of 1974, as amended.

No urban county funding shall be provided for activities in or in support of any participating municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

E. Municipality's Policies Relative to Civil Rights Demonstrations

The execution of this Agreement by the appropriate officials of the participating municipality signifies that the municipality has adopted and is enforcing the following policies:

1. A policy prohibiting the use of excessive force by law enforcement agencies within the jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. 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.

F. Notices

All notices required to be given pursuant to this Agreement shall be deemed to have been given when the same shall be placed in writing and deposited in the United States Mail with postage prepaid as certified mail, return receipt requested, at the address of the parties to this Agreement as first hereinabove set forth.

G. Duplicate Originals

This Agreement may be executed in substantially similarly worded counter parts, each of which shall be signed by the Freeholder Director and the chief executive of a participating municipality.

Each such signator agrees to cooperate will all other signators and be bound if all had signed the same Agreement.

H. Severability and Modification Clause

In the event that any portion of the Agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect. Further, this Agreement may only be modified, altered or supplemented in writing signed by the Freeholder Director of the County and the Mayor of the municipality. In the event that the applicable HUD statutes and/or regulations are modified, revised and/or supplemented during the term of this Agreement, the County and the participating municipality shall execute any

necessary Amendments to this Agreement. Such amendments when necessary must be submitted to the HUD Field Office as provided in the Urban County Qualification Notice. Failure to submit amendments to HUD will void the automatic renewal provision in the Agreement. In the event that any modification to a subgrant agreement approved hereunder shall become necessary, the Board of Chosen Freeholders may increase or decrease the cost of any project subject to the availability of funds.

I. Opinion of County Counsel

Pursuant to the requirements of the HUD regulations, this Agreement was reviewed by the County's Counsel for compliance therewith and, as reflected in Attachment A hereto, it is the opinion of County Counsel that the terms and provisions of the Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

**Date:**

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| **ATTEST:** | **BOROUGH/TOWNSHIP OF** |
| | **Township of Little Egg Harbor** |
| Diana K McCracken, RMC | Eugene Kobryn |
| **Signature** | **Signature** |
| **Municipal Clerk** | **Eugene Kobryn**<br>**Mayor** |
| **ATTEST:** | **COUNTY OF OCEAN BOARD OF CHOOSEN FREEHOLDERS** |
| **Signature** | **Signature** |
| **Betty Vasil**<br>**Clerk of the Board** | **John P. Kelly**<br>**Freeholder Director** |