

RESOLUTION NO. 09 -08

By: Ben Kessler

A Resolution reauthorizing an agreement between the City of Bexley and the Board of County Commissioners, Franklin County, Ohio on behalf of the City of Bexley in order to participate in the Franklin County, Ohio Department of Housing & Urban Development (HUD) entitlement program and abide by the covenants of that program as stated herein.

WHEREAS, pursuant to the provisions of the Housing and Community Development Act of 1974 (Public Law 93-383, 42 U.S.C. 5301), as amended, Franklin County, Ohio is recognized by the United States Department of Housing and Urban Development as an urban county and entitled to Community Development Block Grant funds and HOME funds for urban counties; and

WHEREAS, pursuant to the provision of Section 307.85, Ohio Revised Code, the Board of County Commissioners, Franklin County, Ohio, is authorized to enter into agreements with cities and villages in Franklin County to exercise certain powers and perform certain functions or render services on behalf of the said cities and villages; and

WHEREAS, the City of Bexley desires to reaffirm its participation and inclusion of its population in the Franklin County Community Development Block Grant and HOME programs and to reauthorize the cooperation agreement for another three years (April 1, 2009-March 31, 2012); NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the City of Bexley is located within the geographical boundaries of Franklin County, Ohio.

Section 2. That the attached agreement with the Board of County Commissioners, Franklin County, Ohio, is hereby reauthorized for the period April 1, 2009 through March 31, 2012 for the purpose of cooperating and participating in the Franklin County HUD Entitlement program per the Housing and Community Development Act of 1974 (Public Law 93-383), 42 U.S.C. 5301, as amended, and Section 570.105 b 3 (iii), Community Development Block Grant Program Rules and Regulations.

Section 3. This Resolution shall go into full force and effect at the earliest date allowed by law.

Passed: 6-24, 2008

Matthew J. Lempke
President of Council

Attest: [Signature]
Clerk of Council

Approved: 6-24-08, 2008

John M. Brennan
John M. Brennan, Mayor

First Reading - June 10, 2008
Second Reading - June 24, 2008

PASSED 6-24-08

**COOPERATION AGREEMENT
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RENEWAL AND EXTENSION
EXHIBIT "A"**

WHEREAS, the agreement, made and concluded at Franklin County, Ohio, this _____ day of _____, 2008, by and between the Board of County Commissioners of Franklin County, Ohio, being duly authorized in the premises by the provisions of a resolution adopted on _____, hereinafter referred to as "Board" and the **City of Bexley**, its Mayor, _____ being duly authorized in the premises by the provisions of resolution/ordinance no. _____ dated _____, 2008 hereinafter referred to as "**City**":

NOW THEREFORE, it is hereby agreed by and between the parties hereto, upon the considerations herein set forth as follows:

1. Board and **City of Bexley** will cooperate in the undertaking or assist in the undertaking of essential community renewal activities as funded through the Department of Housing & Urban Development (HUD) Community Development Block Grant and HOME Investment Partnership programs for the period of April 1, 2009 through March 31, 2012. The parties further agree not to obstruct or restrict the implementation of the County's approved Consolidated Plan during the course of this agreement. All of these aforementioned activities shall be carried out in accordance with CDBG and HOME program rules and regulations and the applicable provisions of the Ohio Revised Code, including but not limited to the Community and Economic Development Act of 1974 (Public Law 93-383, 42 U.S.C. 5301) as amended, and Section 570.105 b 3 (iii), Community Development Block Grant Rules and Regulations.
2. County-wide community development plans and projects, program budgets and the needs and goals established in the Consolidated Plan and amendments thereto, shall be binding on said Board and **City of Bexley** for the Thirty Fifth, Thirty Sixth, and Thirty Seventh program years of the afore cited HUD entitlement programs, which end March 31, 2012 and for such additional time as may be required for the expenditure of funds and completion of funded activities granted to the county and any program income received for such period.
3. The Agreement gives the Board the authority to carry out the activities funded from annual Community Development Block and HOME Grants from Federal Fiscal Years 2009, 2010 and 2011 appropriations, and from any program income generated from the expenditure of such funds. The **City of Bexley** must inform the Board of any program income generated through the expenditure of those funds. Said program income must be returned to the county. If any program income is authorized to be retained by the **City of Bexley**, it may only be used for eligible activities in accordance with all CDBG requirements.

That the Board has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requires appropriate record keeping and reporting by the participating unit as may be needed for this purpose; and,

that in the event of close-out or change in status of the participating unit, any program income that is on hand or received subsequent to the close-out or change in status shall also be returned to the county.

During the period of qualification no included unit of general local government may withdraw from the urban county recertification agreement unless the urban county does not receive a CDBG of HOME grant for any year during such period.

4. The Department of Economic Development and Planning (EDP) is authorized to act for the Board and is accepted by **City of Bexley** as an agent of the Board in planning, administering, and overall coordinating the programs, which are the subject of this agreement.
5. It is accepted by **City of Bexley** that the County's HUD entitlement program, the programs it chooses to fund and the priorities it chooses to address reflect the needs of the entire county.
6. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating unit of local government:

The **City of Bexley** will notify the Board as soon as it knows of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition;

The **City of Bexley** will be required to reimburse the Board in the full 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 the CDBG regulations; and,

Treatment of program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the Board and the participating unit, will be subject to the provisions of Section 3 of this same Agreement.

The policies/procedures of the Franklin County HUD Entitlement Program will apply to any projects involving acquisition, whereby EDP will be notified during the planning and design process of any approved project, where applicable land acquisitions and other items are subject to the Uniform Relocation and Real Properties Acquisition Policies Act of 1970.

7. The **City of Bexley** pursuant to 24 CFR 570.501 (b) is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503.

Section 570.503, Code of Federal Regulations, requires the Board and any participating unit of local government execute a written agreement prior to the disbursement of any federal funds. As such, Franklin County has prepared a Template Funding Agreement, which must be executed. This agreement includes certain administrative, legal and financial procedures, which define the

responsibilities of the grantor and grantee. The Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

At a minimum, this written Funding Agreement shall contain provisions as prescribed in the Code of Federal Regulations concerning: Statement of Work; Records and record keeping; Program Income; OMB Circulars; Other program requirements; except that the County is responsible for initiating the review process under Executive Order 12372; Suspension and Termination; and reversion of assets meeting the prescribed criteria; and disposing of assets in a manner comparable to that described in the aforementioned Code of Federal Regulations.

8. **City of Bexley** is included in Franklin County for the purpose of planning and implementing the Franklin County HUD Entitlement Program. **City of Bexley** shall not apply for separate 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 CDBG program; and **City of Bexley** may not participate in a HOME consortium except through Franklin County, regardless of whether or not Franklin County receives a HOME formula allocation.
9. No Community Development Block Grant and HOME Investment Partnership Program funds provided by Franklin County under this Agreement may be used 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 Franklin County's actions to comply with its fair housing certification.
10. Cities/Villages and counties in Ohio have authority under Section 307.15 of the Ohio Revised Code to enter into agreements whereby a Board of County Commissioners undertakes, and is authorized by the contracting subdivision, to exercise any power, perform any function, or render any service, in behalf of the city/village, which such city/village may exercise, perform or render; and
11. The **City** and the County each have authority to carry out the kinds of activities which are the objectives of the Act pursuant to Section 303.26 of the Ohio Revised Code, et. seq.; and
12. **City of Bexley** elects to include the total areas and population of its corporation in Franklin County for the purpose of planning and implementing the Franklin County HUD Entitlement program.

NOW THEREFORE, the Board, in consideration of the promises and agreements of **City of Bexley** herein set forth, hereby promises and agrees as follows:

1. That it or its agent shall prepare the local portion of the County-wide Consolidated Plan based upon information as to needs, objectives, plans, and programs supplied by **City of Bexley** or its agent, pursuant to the applicable rules and regulations governing the Community Development Block Grant and the HOME Investment Partnership Programs.

2. Board assumes full responsibility and all obligations for preparation of the application and execution of the program including, but not limited to, the analysis of needs, setting of objectives, development of plans, programs, and budgets, and furnishing assurances and certifications. Board is also responsible for the accomplishment of goals set forth in its Consolidated Plan.
3. Board shall prepare and submit to the appropriate Federal Agency, the Franklin County HUD Entitlement program submission, and assume all related responsibilities as to said submission.
4. Board shall acquire as applicable, by purchase or condemnation, land and structures thereon for property or easements needed in connection with the Franklin County HUD Entitlement program, which is the subject of the agreement, title to said property and easements to be taken in the name of **City of Bexley**. Said acquisition procedures shall be accomplished in accordance with applicable provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 as amended and the Ohio Revised Code.

WHEREAS, in consideration of the promises and agreements of the Board herein set forth, the **City of Bexley** hereby promises and agrees as follows:

1. That it will promptly submit to the Board its needs, objectives, plans, required reports and programs for preparation by the Board of the local portion of the Consolidated Plan.
2. That it will implement plans concerning community development and HOME activities prepared by the Board, however, the Board shall retain full responsibility and obligations for preparation and implementation of said plans.
3. That it will take all actions with the Board that are necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the Community and Economic 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 Community and Economic Development Act of 1974, as amended; the Americans with Disabilities Act of 1990; and other applicable laws.
4. The **City of Bexley** has adopted and is 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 jurisdictions.

The Board, however, shall retain primary responsibility for implementing compliance.

IN WITNESS WHEREOF, the parties have hereunto set their hands hereof on the day and year first above written by the Board of County Commissioners, Franklin County,

Ohio being the governing body of the said County, and by the **City of Bexley** by _____ its Mayor, per a duly enacted Resolution/Ordinance of the City Council of Bexley.

BOARD OF COUNTY COMMISSIONERS

Date

MARILYN BROWN, PRESIDENT

MARY JO KILROY

PAULA BROOKS
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO

Sample Only

CITY

Date

CHIEF EXECUTIVE OFFICER

The terms and provisions of this agreement are fully authorized under state and local law, and the agreement provides full legal authority for the county to undertake or assist in undertaking essential community development and housing assistance activities.

ASSISTANT PROSECUTING ATTORNEY
FRANKLIN COUNTY

Approved as to form and legality of purpose: _____
City Counsel