

Ordinance No. 18-17

By: Steve Keyes

**An ordinance authorizing the Mayor to enter into a three year cooperation agreement with Franklin County to continue the City's participation in the Community Development Block Grant for certain services provided by the Grant and other programs**

**WHEREAS**, the City of Bexley has participated with Franklin County in receiving portions of a Community Development Block Grant (CBDG) since 2014; and

**WHEREAS**, the Grant provides funding through programs for low and moderate income households, to create affordable housing and issues relating to homelessness; and

**WHEREAS**, the United States Department of Housing and Urban Development (HUD) requires recertification every three years to allow jurisdictions to participate in these programs; and

**WHEREAS**, the Franklin County Board of Commissioners requires the City of Bexley to sign a new cooperative agreement as a condition of its participation in these programs;

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY:**

**Section 1:**


The Mayor is hereby authorized to enter into the required cooperative agreement with Franklin County as required as a condition of the City's continued participation in the HUD grants for the period April 1, 2018 through March 31, 2021.

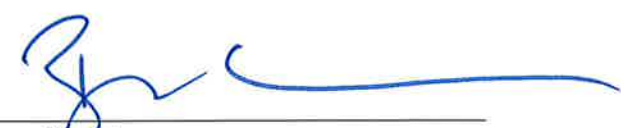
**Section 2:**

This ordinance shall go into effect and be in force and be in effect from and after the earliest period allowed by law.

Passed 9-26-, 2017

  
\_\_\_\_\_  
Tim Madison, President of Council

Attest:   
\_\_\_\_\_  
William Harvey, Clerk of Council

  
\_\_\_\_\_  
Ben Kessler, Mayor

First Reading: 8-22-17

Second Reading: 9-12-17

Third Reading: 9-26-17

Passed 9-26-17

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

WHEREAS, the agreement, made and concluded at Franklin County, Ohio, this 2nd day of November, 2017, 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 September 26, 2017, hereinafter referred to as "Board" and the city/village/township/township of Bexley (Name), its Mayor (Chief Executive Officer), or Ben Kessler being duly authorized in the premises by the provisions of resolution/ordinance no. 18-17 dated September 26, 2017, 2017 hereinafter referred to as Bexley "city/village/township/township":

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 (city/village/township/township) will cooperate in the undertaking or assist in the undertaking of essential community renewal and lower income housing assistance 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, 2018 through March 31, 2021. 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 (city/village/township/township) for the Forty fourth, Forty fifth and Forty sixth program years of the afore cited HUD entitlement programs, which end March 31, 2021 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. This agreement is for the Program Year 2018, 2019 and 2020, April 1, 2018, through March 31, 2021, and may not be terminated by either party, except if the County fails to qualify as an urban county or if the County does not receive a grant in any year of this period, in which case this agreement is null and void. The parties further agree that this agreement will remain in effect until the CDBG and/or HOME and/or ESG funds and program income received with respect to this three year period are expended and the funded activities completed. This agreement will be automatically renewed for the successive three year period

(2021, 2022 and 2023) and each period thereafter unless the city/village/township/township cancels the agreement with written notice on or before June 30 of the prior program year. Both the city/village/township/township and the County will adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period; will submit such amendment to HUD as provided in the urban county qualification notice; and recognizes that such failure to comply will void the automatic renewal for such qualification period.

4. 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 2018, 2019 and 2020 appropriations, and from any program income generated from the expenditure of such funds. The City of Bexley (city/village/township/township) 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 (city/village/township/township), 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.

5. The Department of Economic Development and Planning (EDP) is authorized to act for the Board and is accepted by City of Bexley (city/village/township) as an agent of the Board in planning, administering, and overall coordinating the programs, which are the subject of this agreement.
6. It is accepted by City of Bexley (city/village/township) 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.
7. 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 (city/village/township) 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 (city/village/township) 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.

8. The City of Bexley (city/village/township) 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.

9. City of Bexley (city/village/township) is included in Franklin County for the purpose of planning and implementing the Franklin County HUD Entitlement Program. City of Bexley (city/village/township) 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 (city/village/township) may not participate in a HOME consortium except through Franklin County, regardless of whether or not Franklin County receives a HOME formula allocation.
10. 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.

11. 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/township, which such city/village/township may exercise, perform or render; and
12. The city/village/township 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
13. City of Bexley (city/village/township) 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 (city/village/township) 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 (city/village/township) 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 (city/village/township). 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 (city/village/township) 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. That it may not sell, trade, or otherwise transfer all or any portion of the funds (identified under this agreement) to another such 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 I of the Act.
5. The city/village/township 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/village/township of City of Bexley by Ben Kessler (Name) its Mayor (Chief Executive Officer) per a duly enacted Resolution/Ordinance of the city/village/township Council of Bexley.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Date

\_\_\_\_\_  
JOHN, O'GRADY, PRESIDENT

\_\_\_\_\_  
MARILYN BROWN

\_\_\_\_\_  
KEVIN L. BOYCE

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, OHIO

*City of Bexley*  
\_\_\_\_\_  
CITY/VILLAGE/TOWNSHIP

*11-2-2017*  
\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER  
*Ben Kessler, Mayor*

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 renewal and lower income housing assistance activities.

\_\_\_\_\_  
ASSISTANT PROSECUTING ATTORNEY  
FRANKLIN COUNTY

Approved as to form and legality of purpose:

*[Signature]*  
\_\_\_\_\_  
CITY/VILLAGE/TOWNSHIP COUNSEL