

COOPERATION AGREEMENT
URBAN COUNTY ENTITLEMENT PROGRAM

This Agreement, made and entered into this _____ day of _____, 2014, by and between the Political Subdivision of _____, Ohio, (hereinafter referred to as "Political Subdivision"), by its Chief Executive Officer, duly authorized by Ordinance No. _____, passed by its Council on the _____ day of _____, 2014; and the County of Lake, Ohio (hereinafter referred to as "County"), duly authorized by a Resolution adopted by its Board of County Commissioners on the 12th day of August, 2014.

WITNESSETH:

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides an entitlement of funds for community development purposes for urban counties; and that this Agreement covers both the Community Development Block Grant (CDBG) Entitlement program and, the HOME Investment Partnership program; and

WHEREAS, Lake County may be designated as an Urban County provided that it secures Cooperation Agreements with various political subdivisions in Lake County; and

WHEREAS, the Chief Executive Officer and the Legislative Body of the Political Subdivision of _____ City desires the use of "Urban County Entitlement Funds" for needed public improvements in Lake County and its municipalities; and

WHEREAS, the County shall prepare an Application for FY'2015, 2016 and 2017 Urban County Entitlement Funds pursuant to the aforementioned Act for the FY'2015, 2016 and 2017 Program Years; and

WHEREAS, the County and the cooperating unit of general local government will 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 the National Environmental Policy Act of 1969, 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, and other applicable laws; and

WHEREAS, this Agreement gives the County authority to carry out activities which will be funded from annual Community Development Block Grants (CDBG) from FY'2015, 2016, and 2017 appropriations and from any program income generated from the expenditure of such funds; and

WHEREAS, urban county funding 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 its fair housing certifications, is prohibited; and

WHEREAS, the County and unit of general local government agree to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Action of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing; and

WHEREAS, the 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 I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, if any CDBG activity is undertaken between the County and the Political Subdivision, where the Political Subdivision desires to undertake and implement the activity, the Political Subdivision is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503; and

WHEREAS, by executing the Cooperation Agreement the Political Subdivision understands that it may not apply for grants under the Small Cities or State CDBG Programs for fiscal years during the period in which it is participating in the Urban County's CDBG program; and may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation; and

WHEREAS, this Agreement in effect until the CDBG and HOME funds and income received with respect to the three-year qualifications period (and any successive qualification periods) are expended and the funded activities completed, and that the parties hereto may not terminate or withdraw from this Agreement while the Agreement remains in effect; and

WHEREAS, the Political Subdivision has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and 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 demonstration, within the Political Subdivisions jurisdiction; and,

WHEREAS, this Agreement will automatically be reviewed for participation in successive three-year qualification periods, unless the County or Political Subdivision provides written notice it elects not to participate in a new qualification period; and by the date specified by HUD for the next qualification period, the County will notify the Political Subdivision in writing of its right to make such elections; and that failure by either party to adopt an amendment 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 qualification period, will void the automatic renewal of such qualification period; and

NOW, THEREFORE, the Political Subdivision and the County do hereby promise and agree that:

That the period of time of this Agreement shall be from the first day of the 2015 program year, through and including the last day of the 2017 program year; and,

The County will, on behalf of the Political Subdivision, execute essential Community Development and Housing Assistance applications, plans, programs, and projects eligible under the Housing and Community Development Act of 1974 as amended, and the County and the Political Subdivision will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

IN WITNESS WHEREOF, the Political Subdivision and the County have caused this Agreement to be

executed by their respective officers thereunto duly authorized as of the day and year first above written.

Approved as to form.

POLITICAL SUBDIVISION OF

City

Director of Law Political
Subdivision of _____
(City, Village)

BY: _____
(Mayor, Manager or Administrator)

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, OHIO

Daniel P. Troy, President

Robert E. Aufuldish

Judy Moran

Opinion of County's Counsel:

The terms and provisions of this 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 development and housing assistance activities, specifically urban renewal and publicly assisted housing.

BY: _____
Legal Counsel