

URBAN COUNTY COOPERATION AGREEMENT – FY 2019 - 2021

This Cooperation Agreement entered into this 6th day of June, 2018, between the County of Westchester (the “County”) and (4) the Village of Buchanan(the “Cooperating Municipality”)

WITNESSETH:

WHEREAS, the County may qualify as an applicant under Title I of the Housing and Community Development Act of 1974, as amended, (the “Act”) by entering into cooperation agreements with municipalities having a combined population of at least two hundred thousand which agree to undertake essential community development and housing assistance activities pursuant to the Act: and

WHEREAS, on June 5, 2018, the governing body of the Cooperating Municipality adopted Resolution authorizing the execution of a Cooperation Agreement for the purposes specified herein; and

WHEREAS, on _____, the Board of Legislators of Westchester County adopted Resolution # _____, authorizing the execution of a Cooperation Agreement for the purposes specified herein; and

WHEREAS, this Agreement covers the Community Development Block Grant (“CDBG”) Entitlement Program, the HOME (“HOME”) Investment Partnership Program, and the Emergency Solutions Grant (“ESG”) Program (collectively the “Grants”) authorized under Title II of the National Affordable Housing Act of 1990 as amended; and

NOW, THEREFORE, IT IS AGREED BETWEEN THE COUNTY AND THE COOPERATING MUNICIPALITY AS FOLLOWS:

1. The County and the Cooperating Municipality will cooperate in developing a Community Development Program and application for Grants which will be designed primarily for the purpose of meeting the priority needs and objectives of the participating localities based upon an inventory of housing and community development needs developed mutually by local and County officials, and the County will have the authority to carry out activities which will be funded from annual Grants for Federal Fiscal Years 2019 - 2021 appropriations and from incomes generated from the expenditure of such funds, including such additional time as may be required for the expenditure of such funds granted by the County to the Cooperating Municipality.
2. The County and Cooperating Municipality will cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities.
3. Nothing contained in this Agreement shall be construed as permitting either party to veto or otherwise obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement. The County has final responsibility for selecting activities and annually filing the Consolidated Plan - Action Plan to the United States Department of Housing and Urban Development (“ HUD”.)
4. If any application for housing assistance payments by private developers is referred to the County for review and comment, the County will immediately refer such application to the Chief Executive Officer of the affected participating municipality for review. If the local Chief Executive Officer finds that such proposal is not consistent with the portions of the Urban County Consolidated Plan pertinent to his locality, he shall inform the County Executive thereof.
5. Pursuant to 24 CFR 570.501(b), the Cooperating Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in CFR 570.503.

6. The County and Cooperating Municipality will take all required action to comply with the provisions of Title VI of the Civil Rights Act of 1964, the Fair Housing Act of 1968 and the Americans with Disabilities Act of 1990 to assure compliance with the certification required by Section 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws (the "Acts"). Accordingly, the Cooperating Municipality agrees to do what is necessary, as determined by the County, to comply with each of the above referenced Acts, the rules and regulations thereunder, and the undertakings and assurances in the application form insofar as they relate to the activities and programs conducted by the Cooperating Municipality pursuant to said Grants. Further, the County is prohibited from expending Urban County funding for activities in or in support of any local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certifications. In addition, the Cooperating Municipality agrees to indemnify and hold the County harmless against all losses, damages, penalties, settlements, costs, charges, fees, and other expenses or liabilities relating to or arising out of the failure of the Cooperating Municipality to comply with the Acts, the rules and regulations thereunder, and the undertakings and assurances in said application form.
7. The County of Westchester is authorized to enter into contracts and do whatever else may be necessary to receive and expend the Grants and to employ such personnel for such purpose as may be necessary.
8. The Cooperating Municipality will inform the County of any income generated by the expenditure of CDBG funds. Any such program income must be paid to the County or may be retained by the Cooperating Municipality subject to contractual agreement, with approval of the County. Any program income retained by the Cooperating Municipality may only be used for eligible activities in accordance with all the Grants requirements, as may apply.
9. The County has the responsibility for monitoring and reporting to HUD on the use of such program income, therefore requiring appropriate recordkeeping and reporting by the Cooperating Municipality as may be needed for the purpose.
10. In the event of closeout or change in the status of the Cooperating Municipality, any program income that is on hand or received subsequent to the closeout or change in status shall be paid to the County.
11. With regards to the acquisition or improvement of real property acquired or improved, in whole or in part, with CDBG or HOME funds, the Cooperating Municipality will notify the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement needing disposition.
12. The Cooperating Municipality will reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use which does not qualify under the Grants' regulations; and
13. Program income created from the disposition or transfer of property acquired in whole or in part with CDBG or HOME funds prior to or subsequent to the closeout, change of status, or termination of the Cooperation Agreement between the County and the Cooperating Municipality shall be paid to the County.
14. The Cooperating Municipality has adopted and is enforcing:
 - I. 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
 - II. 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.
15. If the Cooperating Municipality accepts any Grants through the County, the Cooperating Municipality agrees to abide by the County's Discretionary Funding Policy, as adopted in January 2012.

16. By executing this Agreement, the Cooperating Municipality may not (a) apply for grants under the small cities or State CDBG programs for appropriations for the fiscal years covered by the Agreement; or (b) participate in a HOME Consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation. This does not preclude the County or Cooperation Municipality from applying to the State for ESG funds, if the state allows.
17. The Cooperating Municipality may not sell, trade, or otherwise transfer all or any portion of the Grants to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received 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.
18. This Agreement shall remain in full force and effect during the three program years covered by each three-year application and until the Grants and income received with respect to the three year qualification period are expended and the funded activities completed, Fiscal Year 2019 - 2021, provided such application is approved by HUD and provided it is not otherwise terminated pursuant to the requirements of eligibility under federal law. If the application is not approved by HUD, this Agreement shall automatically terminate. Neither the County nor the Cooperating Municipality may terminate or withdraw from this Agreement while it remains in effect.
19. This Agreement will be automatically renewed for participation in successive three year qualification periods, unless the County or the Municipality provides written notice that it elects not to participate in a new qualification period. With respect to automatic renewal periods, the County shall notify the Cooperating Municipality in writing by the date specified in HUD's Urban County Qualification Notice for the next qualification period of the Cooperating Municipality's right not to participate in the new qualification period. The County shall send a copy of the notice to the Cooperating Municipality to the HUD Field Office by the date specified in the urban county qualification schedule.
20. The County and the Cooperating Municipality shall 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, and shall submit such amendment to HUD as provided in the urban county qualification notice, and that failure to comply shall void the automatic renewal for such qualification period.

THE COUNTY OF WESTCHESTER

by _____
County Executive

COOPERATING MUNICIPALITY

by _____
Chief Executive

SEAL:

Revised 4/6/2018