

**R18-30**  
**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,  
COUNTY OF CAMDEN AND STATE OF NEW JERSEY APPROVING  
COOPERATION AGREEMENT – PROGRAM YEARS 2018, 2019, and 2020  
FOR THE BOROUGH OF MERCHANTVILLE**

**WHEREAS**, the Borough of Merchantville Is entitled to Community Development Block Grant funding; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-4 et seq.) permits local units such as counties and municipalities to enter into agreements for the provision of joint services; and

**WHEREAS**, the Municipality wishes to participate in eligible activities to be carried out under the COUNTY 3-year CDBG, HOME, and ESG Programs;

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of the Borough of Merchantville that the Mayor and Clerk are hereby authorized to sign and execute the cooperation agreement

I certify the above to be a true copy of a resolution adopted by the Mayor and Council of the Borough of Merchantville on February 26, 2018.

\_\_\_\_\_  
Denise Brouse, Borough Clerk

**BOROUGH OF MERCHANTVILLE**

**FEBRUARY 26, 2018**

**BY:** \_\_\_\_\_  
**Edward F. Brennan, Mayor**

**ATTEST:** \_\_\_\_\_  
**Denise Brouse, Borough Clerk**

**R18-30**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**COOPERATION AGREEMENT – PROGRAM YEARS 2018, 2019, and**  
**2020**

AGREEMENT made this 1<sup>st</sup> day of July 2017, by and between the County of Camden, 520 Market Street, Camden, NJ 08102 and the Municipalities listed below.

Whereas the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-4 et seq.) permits local units such as counties and municipalities to enter into agreements for the provision of joint services; and

Whereas Title I of the Housing and Community Development Act of 1974, the Housing and Urban-Rural Recovery Act of 1983, and the HOME Partnership Act of 1991, (hereinafter referred to as the “Acts”) and the Emergency Solutions Grant (ESG) provides federal funds from the US Department of Housing and Urban Development (hereinafter referred to as (“HUD”) which are available to urban counties such as Camden County (hereinafter referred to as the “COUNTY”) for use to carry out eligible community development and affordable housing activities therein; and

Whereas, this Agreement covers both the Community Development Block Grant Entitlement (hereinafter referred to as “CDBG”), the HOME Investment Partnership programs (hereinafter referred to as “HOME”); the Emergency Solutions Grant (ESG) and

Whereas, the County of Camden’s Office of Community Development administers the program; and

Whereas, the Municipalities of Audubon Borough, Audubon Park Borough, Barrington Borough, Bellmawr Borough, Berlin Borough, Berlin Township, Brooklawn Borough, Chesilhurst Borough, Clementon Borough, Collingswood Borough, Gibbsboro Borough, Haddon Township, Haddon Heights Borough, Haddonfield Borough, Hi-Nella Borough, Laurel Springs Borough, Lawnside Borough, Lindenwold Borough, Magnolia Borough, Merchantville Borough, Mount Ephraim Borough, Oaklyn Borough, Pennsauken Township, Pine Hill Borough Runnemede Borough, Somerdale Borough, Stratford Borough, Voorhees Township, Waterford Township, Winslow Township and Woodlynne

Borough (hereinafter referred to as the “MUNICIPALITY”) wish to participate in eligible activities to be carried out under the COUNTY 3-year CDBG , HOME, and ESG Programs; and

Whereas, the Municipality wishes to participate in eligible activities to be carried out under the COUNTY 3-year CDBG, HOME, and ESG Programs;

NOW, THEREFORE, in consideration of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

**1. Administration**

The COUNTY agrees to provide, at no cost to the MUNICIPALITY, the staff, resources, and other services necessary to plan and administer with the assistance of the MUNICIPALITY the CDBG, HOME, and ESG programs.

**2. Mutual Cooperation**

The COUNTY and the MUNICIPALITY agree to cooperate to undertake, or assist in undertaking community renewal and lower-income housing assistance activities. The MUNICIPALITY recognizes that the COUNTY with input from the MUNICIPALITY acts as the agent for all municipalities in the implementation of the CDBG, HOME, and ESG programs.

**3. Projects Funded**

- A. The COUNTY agrees to facilitate, encourage and allow municipal officials and the citizens of the MUNICIPALITY to have the full and open opportunity to submit projects for funding consideration.
- B. The MUNICIPALITY understands and agrees that the COUNTY shall have the sole decision on selecting activities to be funded through the CDBG, HOME and ESG Programs and the responsibility for the annual filing of the Consolidated Action Plan with HUD.

**4. Municipal Obligations**

- A. The MUNICIPALITY shall be responsible for ensuring that all CDBG, HOME, and ESG funds are used in accordance with all program requirements as set forth in 24 CFR § 570.501(b).
- B. The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which it is participating in the COUNTY's Program.
- C. The MUNICIPALITY may not participate in a HOME consortium except through the COUNTY's approved organization, regardless of whether the COUNTY received a HOME formula allocation.
- D. The MUNICIPALITY may receive a formula allocation under the ESG Program only thru the Urban County.
- E. The MUNICIPALITY shall affirmatively further fair housing.
- F. A unit of local government may not sell, trade or otherwise transfer all or any portion of such funds to another 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 Federal considerations, but must uses such funds for activities eligible under Title I of the Act.

## **5. Term of Agreement**

- A. This Agreement covers CDBG, HOME, and ESG appropriations for program years 2018, 2019 and 2020 starting July 1, 2018, through June 30, 2021. This Agreement shall remain in effect until the CDBG, HOME, and ESG funds and program income received with respect to the three-year qualification period and any successive three year qualification periods has been expended and the funded activities completed. The MUNICIPALITY may not terminate this Agreement or withdraw from it while it remains in effect.
- B. Upon expiration of this Agreement, the MUNICIPALITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

## **6. Performance of Services/Contracts**

- A. The MUNICIPALITY shall take all appropriate actions as determined by the COUNTY in order to carry out the objectives of the CDBG, HOME, and ESG Programs, and the Consolidated Action Plan, in accordance with the Acts and applicable regulations.
- B. The MUNICIPALITY shall take all appropriate actions to carry out the objectives of the CDBG, HOME, and ESG Programs within the time period or periods specified by HUD.

## **7. Applicable Laws and Compliance**

- A. The COUNTY and the MUNICIPALITY shall take all required actions to comply with the certifications required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including but not limited to, Title VI of the Civil Rights Acts of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974, The Americans with Disabilities Act of 1990 and laws and regulations applicable to the CDBG and Home programs.
- B. The MUNICIPALITY agrees to comply with the audit requirements and standards imposed by 24 CFR § 570.502(a) and the COUNTY.
- C. The MUNICIPALITY shall conduct and administer the grant in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
- D. The MUNICIPALITY shall comply with lead-based paint procedures.
- E. The MUNICIPALITY shall comply with applicable uniform administrative requirements as described in 24 CFR § 570.502.
- F. The MUNICIPALITY is subject to the same requirements applicable to sub recipients, including the written agreement, as described in 24 CFR 570.503.
- G. The County and Municipality agree to comply with all other applicable laws.

## **8. Fair Housing**

The MUNICIPALITY acknowledges that the COUNTY will terminate CDBG, HOME, and ESG to the MUNICIPALITY if the MUNICIPALITY does not affirmatively further fair housing within the MUNICIPALITY's jurisdiction and/or if the MUNICIPALITY impedes the COUNTY's actions to comply with its fair housing certification.

## **9. Law Enforcement**

- A. The MUNICIPALITY has adopted and is enforcing 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.
- B. The MUNICIPALITY has adopted and is enforcing a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- C. The MUNICIPALITY agrees to indemnify and hold the COUNTY harmless of and from any and all claims, demands, losses and expenses that it may incur by reason the MUNICIPALITY's failure to comply with subsections A and B of this paragraph 9.

## **10. Equal Employment Opportunities**

The MUNICIPALITY will abide by and enforce all applicable equal employment requirements including but not limited to, Executive Order 11246 (Equal Employment Opportunities Act).

## **11. Real Property**

The MUNICIPALITY shall comply with the following standards regarding real property acquired or improved in whole or in part using the CDBG funds.

- A. The MUNICIPALITY shall notify the COUNTY, in a timely manner of any modification or change in the use of real property from that intended at the time of the acquisition or improvement including disposition thereof.
- B. The MUNICIPALITY shall 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 funds that is disposed of or transferred for use incongruent with CDBG regulations.

- C. In the event of the COUNTY's failure to qualify as an urban county or a change in the MUNICIPALITY's status, any program income generated from the disposition or transfer of property shall be paid to the COUNTY.
- D. Any real property under the MUNICIPALITY's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the MUNICIPALITY in the form of a loan) in excess of \$25,000 shall either be:
  - (1) Used to meet one of the national objectives in 24 CFR § 570.208 (formerly §570.901) until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or
  - (2) Not used in accordance with 24 CFR § 570. 503(b)(7)(i), in which event the MUNICIPALITY shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the COUNTY. (No payment is required after the period of time specified in paragraph § 570.503 (b)(7)(i).)

## **12. Suspension and Termination.**

In accordance with 24 CFR 85.43, suspension or termination of funding may occur if the MUNICIPALITY materially fails to comply with any term of this Agreement or applicable laws and regulations. In accordance with 24 CFR 85.44 funding or may be terminated for convenience. In the event of termination, the COUNTY may take one or more of the actions specified in 24 CFR 85.43.

## **13. Effective Date**

This Agreement shall take effect upon execution by all parties.

## **14. Counterparts**

This Agreement may be executed in counterparts, each part of which shall be deemed an original but all of which shall constitute one and the same agreement.

**15. Minor Amendments**

Should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of this Agreement, such changes may be made administratively with the written consent of the Chief Executive Officer of the Municipality and the COUNTY's Office of County Counsel. All remaining provisions of this Agreement shall remain in full force and effect for the term provided herein.

**16. Severability**

In the event that a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

**17. Entire Agreement**

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, proposals or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

IN WITNESS THEREOF, the County and the Municipality have executed this Agreement of the day and year first above written.

\_\_\_\_\_  
Municipality  
Merchantville

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Mayor  
Edward F. Brennan

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Date

Denise L. Brouse



