

RESOLUTION NO. _____

A RESOLUTION TO REVISE THE CURRENT COOPERATIVE AGREEMENT WITH HENRY COUNTY CONCERNING THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds, and

WHEREAS, Henry County was designated by State and/or Federal authorities as an entitlement community, eligible for Community Development Block Grant (CDBG) funds following the 2010 census ; and,

WHEREAS, Georgia law provides that cities are authorized to participate in CDBG programs, and;

WHEREAS, the cities of Stockbridge, McDonough, Locust Grove, and Hampton initially entered into a joint cooperative agreement with Henry county in 2011, to collaboratively apply for CDBG funds; and

WHEREAS, an updated agreement is required for Henry County's recertification for participation as an urban county in the CDBG Program for FY's 2015-2017.

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 2. Approval of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 3. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 4. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

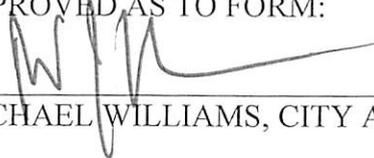
SO ORDAINED this 9th day of June, 2014.


TIMOTHY L. THOMPSON, Mayor

ATTEST:

STEPHANIE TIGNER, CITY CLERK (SEAL)

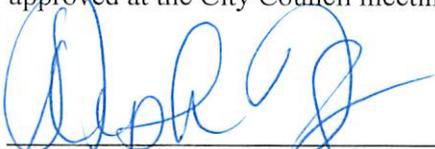


APPROVED AS TO FORM:

MICHAEL WILLIAMS, CITY ATTORNEY

The City of Stockbridge

This is to certify that the authority to execute the attached Cooperation Agreement with the Henry County Board of Commissioners for participation in the Henry County Community Development Block Grant Program, for Urban County qualification beginning with FFY 2015, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Henry County Community Development Block Grant Program, was approved and adopted by City Council in a public meeting held on: June 9, 2014.

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement", as approved at the City Council meeting held on the date written above.



Stephanie Tigner, Interim City Clerk

6/17/14

Date of Signature



ATTEST:



Signature

Michael Harris, City Manager

Printed and Title Name of Attester

6/17/14

Date of Signature

HENRY COUNTY, GA – COOPERATION AGREEMENT 2012-2016

CITY OF STOCKBRIDGE, GEORGIA

HENRY COUNTY, GEORGIA



Tim L. Thomopson, Mayor
City of Stockbridge

6/17/14

Date of Signature



Tommy N. Smith, Chairman
Henry County Board of Commissioners

7/15/14

Date of Signature

Pursuant to an authorization of approval by
City Council on:

Said signature pursuant to an authorization
approval by said Board on

JUNE 9, 2014

Date

7/15/14

Date

ATTEST:



Stephanie Tigner, Interim City Clerk

6/17/14

Date of Signature

ATTEST:



Shay Mathis, County Clerk

7/15/14

Date of Signature

[AFFIX CITY SEAL HERE]

[AFFIX COUNTY SEAL HERE]



acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.

- d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within thirty (30) calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

- a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements including disposition;
- b. The City shall reimburse the County in an 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 any reason which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.
- c. Any 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 County and the City shall be repaid to the County at the time of disposition or transfer of the property.

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into a CDBG Sub-recipient Agreement [as do all Sub-recipients, as set forth in 24 CFR 570.503] for activities and/or improvements to be assisted with CDBG funding as approved by the County and recommended by the City.

The Mayor of the City is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended. It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period. Unless the City has exercised its option to exclude itself from the County CDBG Program - established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to qualify as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as: (1) HUD requires changes in the Agreement; or (2) the City shall choose to exclude itself from the County CDBG Program; or (3) the County shall no longer qualify to receive CDBG funds.

The County and the City will take all actions necessary to assure compliance with the County's certification under by Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The County and the City will take all actions necessary to assure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and other applicable laws.

The County acknowledges that it is prohibited from funding activities in, or in support of, any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification. Noncompliance by any cooperating city included in the County may constitute noncompliance by the County that can, in turn, provide cause for funding sanctions or other remedial actions by HUD.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

A 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.

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24CFR 570.500(a), as well as the following specific stipulations, shall apply:

- a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.
- b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.
- c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby

HENRY COUNTY, GA – COOPERATION AGREEMENT 2012-2016

the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The proposed CDBG activities will be considered by the County, based on eligibility under the federal CDBG Program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans, which would affect the City, which will involve the use of CDBG funds for implementation.

This Agreement remains in effect until the CDBG funds and program income received with respect to the qualification period (and any successive qualification periods) are expended and the funded activities are completed. Neither the County nor the City may terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Henry County CDBG Program. The City understands that it remains a part of the County CDBG Program since FFY 2012 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three (3) year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three (3) year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

The City understands that it is ineligible to apply for CDBG funded grants under the Georgia Department of Community Affairs (DCA) Small Cities or CDBG Programs' appropriations for fiscal years during the period in which it is participating in the County's CDBG Program and shall not consort with any local government entity other than the County for HOME purposes, in accordance with Section VIII, Provision C and D. However, this does not preclude the County or the City from applying to DCA for HOME funds, if DCA allows.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City should that be a service area of interest to the City.

The City acknowledges that it 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. The City acknowledges that it 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, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County will have the responsibility for approving projects as eligible for funding, after their recommendation by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it shall enter

HENRY COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 14-07; April 25, 2014]

2015-2017

STATE OF GEORGIA – COUNTY OF HENRY COUNTY

This Cooperation Agreement made this 17th day of June, 2014, by Henry County, a political subdivision of the State of Georgia (hereinafter referred to as the “County”) and the City of Stockbridge, political subdivisions of the State of Georgia (hereinafter referred to as the “City”).

The United States Department of Housing and Urban Development (hereinafter referred to as “HUD”) has determined that the County is eligible, as an “Urban County”, to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds [and any program income derived from the expenditure of CDBG funds] has been made available during the period beginning with Federal Fiscal Year [hereinafter referred to as “FFY”] 2012 and continuing in place and in full effect until such time in the future as the County and/or City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three (3) year qualification period, in compliance with HUD-required notification dates.

HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to renew automatically at the end of each three (3) year qualification period unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three (3) year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations [and as further described in this Agreement], beginning with FFY 2015. The County is requiring this executed Agreement between the County and the City to continue to be a part of the 2012-2016 Consolidated Plan.

The funds received by the County under this Agreement shall be used to improve the quality of housing, public facilities, public infrastructure, certain public service capital needs, to create and/or retain jobs, and for the provision of public service activities. These funds shall be utilized to meet a national objective; benefit low- to- moderate income persons; aid in the prevention or elimination of slum or blight; or meet an urgent need [as set forth in 24 CFR §570.208].

Participation in this Agreement includes the Community Development Block Grant (CDBG) Program, per HUD requirements. The County invites the participation of the incorporated municipalities located in Henry County in the CDBG Program, upon the respective municipalities dedicating their population counts in support of the County’s allocation of funds, and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to make CDBG funds available for eligible projects within the City based on an assessment of needs and priorities performed by the County and the City, the availability of CDBG funds each year, and consideration of the share of the City’s population within Henry County.

During each Program Year, the City agrees to make priority decisions and to submit an application(s) for funding assistance for eligible CDBG activities to the County. The CDBG activities shall be submitted to



**Henry County
Community Development Block Grant
(CDBG) Program
Shannan B. Sagnet, CDBG Coordinator**



Friday, July 18, 2014

Michael C. Harris, City Manager
City of Stockbridge
4640 North Henry Boulevard
Stockbridge, GA 30281

Re: Analysis of Impediments to Fair Housing Choice & Cooperation Agreement for Fiscal Years
(FYs) 2015-2017

Michael C. Harris:

On Tuesday, June 15, 2014, at their regularly scheduled meeting, the Henry County Board of Commissioners approved the County's first Analysis of Impediments to Fair Housing Choice (AI) and the County's Cooperation Agreements for FYs 2015-2017. Please find enclosed a copy of the AI and a fully executed copy of the Cooperation Agreement between the City and the County. We appreciate the City's participation in the CDBG Program and look forward to continuing to serve the residents of the Stockbridge and all of Henry County. Should you have any questions regarding the Henry County CDBG Program I may be reached via e-mail at ssagnet@co.henry.ga.us or at 770-288-7525.

Thank you,

A handwritten signature in blue ink that reads "Sagnet".

Shannan B. Sagnet

Enclosures: as stated