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

EQUAL HOUSING OPPORTUNITY

Friday, May 30, 2014

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

Re: Henry County Community Development Block Grant (CDBG) Program Cooperation Agreement for Fiscal Years (FYs) 2015-2017

Michael,
~~Mr. Harris~~:

Per previous correspondence dated April 29, 2014 from the Henry County CDBG Program you will find enclosed the revised Cooperation Agreement for approval by City Council. Revisions to the Agreement were made to reflect the changes required by the U.S. Department of Housing and Urban Development (HUD) in its CPD notice 14-07 and subsequent notifications from the Atlanta Field Office.

As a requirement for participation in the HUD entitlement CDBG Program, Henry County must have a total combined population of 200,000 or more from the unincorporated areas and participating incorporated areas. When the County initially qualified for participation in 2011 the Cities of Hampton, Locust Grove, McDonough and Stockbridge agreed to be a part of the urban county through the execution of Cooperation Agreements for FYs 2012-2014. Similarly, executed Cooperation Agreements are required for Henry County's requalification for participation as an urban county in the CDBG Program for FYs 2015-2017.

As with the FYs 2012-2014 Cooperation Agreement as approved by City Council on the 6th day of September 2011; this Agreement will automatically renew at the end of the FYs 2015-2017 qualification period unless changes in the Agreement are required by HUD and/or the City elects to exclude itself from the County's CDBG Program per the procedures required by HUD and described in the said Agreement.

In requalifying as an urban county the County will be entitled to receive funds for three (3) consecutive fiscal years, being FY 2015, 2016 and 2017, regardless of changes in its population or boundaries during the qualifying period; provided that funds are appropriated by Congress. However, during the period of qualification no included city may withdraw from participation with the County unless the County does not receive a grant allocation for any year during the qualifying period.

The Cooperation Agreement must be approved by both the City and the County. Upon approval by City Council please return the signed Cooperation Agreement to the CDBG Program office by June 30, 2014 for approval by the Henry County Board of Commissioners and submittal to HUD by July 25, 2014.

140 Henry Parkway • McDonough, Georgia 30253
MAIN: (770) 288-7525 • FAX: (770) 288-6440

Should the City elect not to continue its participation in the Cooperation Agreement for FYs 2015-2017 it must notify the County and the HUD Atlanta Field Office in writing by Friday, June 20, 2014 of its intent to terminate the agreement at the end of the current qualification period which ends on June 30, 2015. Notification of intent to terminate shall be sent to Henry County at the attention of Shannan Sagnot, CDBG Coordinator at 140 Henry Parkway; McDonough, GA 30253. Notification of intent to terminate shall be sent to the HUD Atlanta Field Office at the attention of Mary Presley, Director of CDP at 40 Marietta Street, N.W., 15th Floor; Atlanta, GA 30303. Refer to HUD CPD notice 14-07 (Section II (F)) for additional information.

It is important to note that the Cooperation Agreement remains in effect until the CDBG funds and program income received with respect to the current qualification period, FYs 2012-2014, are appropriately expended and the funded activities are completed. The following is the current balance of CDBG funds allocated to the City:

> FY2012 CDBG funds were allocated specifically for pedestrian enhancements along South Berry Street to include the construction of new sidewalks and the installation outdoor lighting. This activity is not yet completed and there remains a balance of CDBG funding assistance in the amount of $100,000 available for reimbursement to the City.
>
> FY2013 CDBG funds were allocated specifically for the construction of a community pool at 138 Burke Street. This activity has not been initiated and there remains a balance of CDBG funding assistance in the amount of $150,000 for this activity.

Additionally, the City should understand that it may not apply for CDBG funds under the Small Cities or State CDBG Program for appropriations for fiscal years during the period in which it is participating in the County's CDBG Program and shall not consort with any other local government entity other than the County for CDBG, HOME Investment Partnership (HOME) and/or Emergency Shelter Grants (ESG) funding purposes. However, per CPD notice 14-07 (Section III (B)(2)) if the City remains with the County and if the County does not receive HOME or ESG in the qualifying period of FYs 2015-2017 the County nor the City are precluded from applying to the State for HOME or ESG funds.

We appreciate the City's participation in the current qualification period, being FYs 2012-2014. We look forward to continuing to serve the residents of the City of 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 ssagnot@co.henry.ga.us or at 770-288-7525.

Thank you in advance,

Shannan B. Sagnot

Cc: Mr. Tim L. Thompson (w/o enclosures)
Mr. Tommy N. Smith (w/o enclosures)
Mr. Jim Walker (w/o enclosures)

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 _____ day of _____, 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

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' 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

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

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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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: _____.

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

_____
Date of Signature

ATTEST:

_____
Signature

_____
Printed and Title Name of Attester

_____
Date of Signature

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: _____.

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Stephanie Tigner, Interim City Clerk

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