

COOPERATION AGREEMENT

THIS AGREEMENT made this 13th day of May 2002, by and between the **MONROE COUNTY**, a municipal corporation, with its principal offices at 39 West Main Street, Rochester, New York 14614, hereinafter referred to as "County", and the **TOWN/VILLAGE OF Mendon**, a municipal corporation, with its offices at The West Main Street, Honeoye Falls New York 14472 hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, hereinafter referred to as the "Acts", the Secretary of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", is authorized to make grants to States and units of general local government to help finance Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs, and

WHEREAS, the County is an Urban County qualified for participation in the CDBG and HOME Program for fiscal years 2003-2005, and

WHEREAS, the County has been designated by HUD as an "Urban County" recipient under the CDBG and HOME Programs, and is thereby entitled to a formula share of program funds provided the County enters into cooperation agreements with included units of general local government having a combined population of 200,000 persons or more ("the Monroe County Consolidated Plan Consortium"), and

WHEREAS, it is the opinion of Monroe County's legal counsel that there exists statutory authority under the laws of New York State for the units of general local government, namely, the County, and the Towns and Villages located therein, to undertake, or assist in undertaking, housing assistance activities for the HOME Program and community development and housing assistance activities, specifically urban renewal and publicly-assisted housing, and

WHEREAS, the County has an approved Consolidated Plan pursuant to 24 CFR Part 91, which covers the three Federal fiscal years commencing October 1, 2002 and ending September 30, 2005, and

WHEREAS, the County of Monroe desires to assist the towns and villages of the County to gain maximum share of any funds available under the Acts, and

WHEREAS, the Monroe County Legislature, the governing body of the County, by

Resolution No. 174 of 2002, adopted on June 11, 2002, authorized this Cooperative Agreement and further authorized the County Executive, or his designee, to execute this Cooperation Agreement on behalf of the County, and

WHEREAS, the Town/Village Board, the governing body of the Municipality, by Resolution No. 02-324 of 2002, adopted on May 13, 2002, authorized this Cooperative Agreement and further authorized the Supervisor/Mayor to execute this Cooperation Agreement on behalf of the Municipality (a clerk certified copy of said Resolution is attached as "Exhibit I" to this Agreement), and

WHEREAS, it is recognized that the participation by the Municipality in the CDBG and HOME Programs requires the cooperation of the Municipality and the County, and

WHEREAS, the County and the Municipality further recognize and each acknowledges hereunder that pursuant to the terms of the Acts and the regulations promulgated thereunder, that the County takes full responsibility and assumes all obligations of the Recipient under the Acts notwithstanding the fact that the County, under the laws of the State of New York, executes this Cooperation Agreement to authorize the Municipality to carry out essential community development and housing assistance programs for lower income persons,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. This Agreement covers the CDBG Entitlement Program and the HOME Investment Partnership Program.

2. The term of this Agreement is for the three Program Years which are financed with funds provided from Federal fiscal years 2003, 2004, and 2005 (commencing October 1, 2002 and ending September 30, 2005), and successive qualification periods covered by the automatic renewal clause of this Agreement. The County and Municipality are on the same program year for the CDBG and HOME Programs. This Agreement remains in effect until the CDBG and HOME funds and income received with respect to the aforementioned qualification periods, are expended and the funded activities completed.

3. The County and Municipality shall comply with and take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, the Fair Housing Act, the Americans with Disabilities Act of 1990, the National Affordable Housing Act of 1990, and other applicable laws. Urban County funding is prohibited for activities, in or in support of, any municipality that

does not affirmatively further fair housing within its own jurisdiction or that impedes the County actions to comply with the County's fair housing certification. It is understood that noncompliance by a Municipality in the County may constitute noncompliance by the County which can, in turn, provide cause for funding sanctions or other remedial actions by HUD.

4. The County shall act as lead entity for the purposes of the HOME program. This shall include, but not be limited to:

a) assuming overall responsibility for ensuring that the HOME Program is carried out in compliance with the requirements of the HOME Program, including the requirements concerning a Consolidation Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91 respectively, and the requirements of 24 CFR 92.350; and

b) the submission of all materials required by HUD, including the Consolidated Plan.

5. The County shall take all appropriate and necessary steps to prepare a submittal to HUD for the CDBG and HOME Program funds and may distribute funds and any program income generated from the expenditure of such funds for the benefit of the Municipality, reserving, however, the right of the County to make a different distribution when necessary to comply with the Acts and all appropriate implementing regulations. The County shall make such submissions in a timely manner to HUD, subject to the execution of the cooperation agreements from the appropriate towns and villages within the County for each program year, each of which program shall be more particularly set forth in the County's consolidated plan submissions for CDBG and HOME funds to HUD, and upon the approval of such submissions by HUD, shall be appended to this Agreement and made a part hereof and shall be labeled "Appendix A".

6. The Municipality and the County mutually agree to cooperate to undertake, or assist in undertaking, housing assistance activities for the HOME Program, and community renewal and lower income housing assistance activities, specifically, urban renewal and publicly assisted housing during each program year of funding by HUD.

7. The Municipality and the County mutually agree to work together in the preparation of any and all CDBG and HOME Program applications and submittal and the planning and research required thereunder, together with any amendment to the County's Consolidated Plan for CDBG and HOME Program submissions.

8. The Municipality agrees to inform the County and keep records of any income generated by the expenditure of CDBG and HOME funds received by the Municipality and that such income must be returned to the County. The County is responsible for monitoring and reporting to HUD on the use of program income.

9. a) In the event the Municipality is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Municipality agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Municipality shall comply with all requirements stated in Federal Office of Management and Budget Circulars A- 102, A- 110 and A-133, and such other circulars interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

b) If the Municipality expends Three Hundred Thousand and no/100 Dollars (\$300,00.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (Federal Office of Management and Budget Circular A- 133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Municipality shall submit the completed reporting package (defined in Federal Office of Management and Budget Circular A- 133) to the County.

c) If the Municipality expends less than Three Hundred Thousand and no/100 Dollars (\$300,00.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Municipality's fiscal year in which any payment was received from such federal programs.

d) All required documents must be submitted within nine (9) months of the close of the Municipality's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

and

Monroe County Department of Planning and Development
8100 City Place
50 West Main Street
Rochester, New York 14614

e) The Municipality shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquires as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Municipality under this Agreement.

f) The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Municipality and shall remain in full force and effect for a period of three years after the close of the Municipality's fiscal year in which any funds or payment was received from the County under this Agreement.

10. The Municipality agrees that it has adopted and is enforcing:

a) 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

b) 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.

11. a) When acquiring or improving real property in whole or in part using CDBG or HOME funds, the Municipality must notify the County of any modification or change in the use of such real property from that planned at the time of acquisition or improvement including disposition.

b) The Municipality must also reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-federal funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use which does not qualify under CDBG or HOME regulations, as applicable.

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 Municipality must be returned to the County.

12. The County shall be responsible for and assumes the obligations of a Recipient under the provisions of the Acts and to that end, the Municipality accepts the obligation and responsibilities that are imposed upon it under the terms and conditions of this Cooperation Agreement while implementing and carrying out the specific CDBG or HOME program in "Appendix A", as the programs may change from time to time upon approval by HUD of the County's CDBG and HOME program submissions for each program year. In recognition of these obligations and responsibilities, the Municipality will use its best efforts to do all things necessary for the successful implementation of the appended programs, including those activities cited in the County's Consolidated Plan submission and carry out specific programs set forth in "Appendix A" when such distribution is necessary to comply with the Acts. The decision of

HUD shall be binding and conclusive with respect to what constitutes compliance with the Acts. In the event a redistribution of funds to comply with the Acts is necessary, it shall not in any manner release or otherwise discharge the Municipality from the terms and conditions of this Agreement.

13. The Municipality, pursuant to 24 CFR 570.501(b), is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement described in 24 CFR 570.503.

14. The County is prohibited from providing CDBG and HOME Program funds for activities in, or in support of, any cooperating Municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification. The County and the Municipalities agree that they will affirmatively further fair housing.

15. The Municipality agrees not to terminate this Cooperation Agreement or to elect to withdraw from participating with the Monroe County Consolidated Plan Consortium for the term of this Agreement as provide in ¶ 2 above.

16. a) This Agreement will automatically be renewed for participation in successive three (3) year qualification periods, unless the County or the Municipality provides written notice it elects not to participate in a new qualification period. A copy of the notice must be sent to the HUD Field Office.

b) By the date specified in HUD's Urban County Qualification Notices and Consortia Designation Notices, the County will notify the Municipality in writing of its right not to participate. A copy of the County's notification to the Municipality must be sent to the HUD Field Office by the date specified in the Urban County Qualification Notice and the Consortia Designation Notices.

c) The County and the Municipality are required and agree to adopt any amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban Qualification Notice or the Consortia Qualification Notice applicable for a subsequent three-year urban county qualification period or consortia qualification period, and to submit such amendment to HUD as provided in the Urban County Qualification Notice or Consortia Qualification Notice; failure to adopt such amendments will void the automatic renewal of such qualification period or of the consortium agreement.

17. This Agreement shall remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three (3) year qualification period and any successive qualification periods pursuant to the automatic renewal

provisions of this Agreement are expended and the funded activities completed, and that the County and the Municipality cannot terminate or withdraw from this Agreement while it is in effect.

18. The parties hereto agree to act cooperatively to respond to any inquiries of HUD with regard to the original program submittal for any program year, individual projects to be undertaken during any program year, or any other inquiries by HUD which pertain to matters related to the individual Program.

19. Nothing contained herein shall be construed to authorize or allow the County or the Municipality to veto or otherwise restrict the implementation of the approved Consolidated Plan for the period covered by this Agreement or any extensions thereto. The County has final responsibility for selecting CDBG and HOME activities and submitting the Consolidated Plan to HUD.

20. The Municipality agrees to provide the County with a Clerk certified copy of its Resolution adopting this Cooperative Agreement, or any amendments thereto and authorizing its Supervisor/Mayor to execute the same.

21. By executing this Agreement, the Municipality understands and agrees that it:

a. may not apply for grants from appropriations 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 CDBG program, and

b. may participate in a HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the municipality cannot form a HOME consortium with other local governments.

22. The Municipality authorizes the County to amend this Cooperation Agreement on behalf of all parties to add new members to the Monroe County Consolidated Plan Consortium.

COUNTY OF MONROE

John D. Doyle
JOHN D. DOYLE
COUNTY EXECUTIVE



TOWN/VILLAGE OF *Monroe*
James H. Loberg

SUPERVISOR/MAYOR

APPROVED
AS TO
SUFFICIENCY
OF FUNDS
Source *10/11*
Date *6/20/02*
By *[Signature]*
MONROE COUNTY
BUDGET DIRECTOR

State of New York)
)
County of Monroe)

ss:

On the 21st day of June in the year 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared ~~JOHN D. DUFFY~~ RICHARD F. MACKEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Mary Beth Musto
Notary Public

Mary Beth Musto
Notary Public State of New York
Monroe County
Commission Expires Sept. 25, 2002

State of New York)
)
County of Monroe)

ss:

On the 15th day of May in the year 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Jeanne A. Loberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

James P. Merzke
Notary Public

JAMES P. MERZKE R. #01ME503431
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires Sept. 7, 2002

APPENDIX A

MONROE COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY DEVELOPMENT ADMINISTRATION

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM PROJECTS PROPOSED FOR FUNDING 2002-2003

HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM PROPOSED PROGRAM CATEGORIES FOR 2002-2003

Community-Wide Housing Programs:

Home Improvement Grant Program	\$200,000
Home Ownership Assistance Program	\$98,000
Housing Council Community Choice Initiative Programs	\$188,000
Affordable Housing Development Fund	\$160,000
• Clarkson Seldon Square II Apartments (Road & Sidewalks \$60,000)	
• Perinton Nine Mile Point Rd. Assisted Living Facility (Road & Water Main) \$100,000	
Total Housing	\$646,000

Public Works and Facility Improvements:

Chili Town Court / Senior Center ADA – Chili Avenue	\$20,000
Fairport Commercial Façade Program – N. Main St. Business District	\$50,000
Gates Sidewalk Replacement Program – Chili Ave. / Hinchey Road	\$50,000
Hamlin ADA Parking Lot – Town Hall Park – Lake Road	\$35,000
Henrietta Drainage – Vollmer Parkway	\$50,000
Hilton Village Park ADA Improvements – West Avenue	\$50,000
Honeoye Falls Harry Allen Park ADA – N. Main St.	\$50,000
Mendon Community Center ADA Elevator - N. Main St., Honeoye Falls	\$42,000
Ogden Senior Center ADA Entrance Improvements – S. Union St.	\$ 6,000
Parma Town Hall Park ADA – Parma Corners Rd.	\$14,000
Penfield Linden Ave. Sidewalks – East Avenue Mobile Home Complex	\$50,000
Perinton Nine Mile Point Sidewalks – Alameda Drive / Whitney Road	\$50,000
Rush Town Hall/Library ADA Improvements – East Henrietta Rd. (plus \$20,000 from prior years funds)	\$30,000
Scottsville Briarwood Lane Sidewalks	\$25,000
Sweden ADA Restrooms – Redman Road Park	\$50,000
Webster Town ADA Playground – Kent Park on Schlegel Road	\$50,000
Total Public Works	\$622,000

Community-Wide Public Services:

Project Connect-A-Ride	\$50,000
Pines of Perinton Community Programs - Whitney Road, Fairport	\$18,000
Genesis House Homeless Youth "After Care" Program	\$30,000
Lifespan's Safety & Security for Seniors	\$50,000
Main Street Homeless Shelter	\$50,000

Stand Down Day 2002 for Homeless Veterans (\$25,000 from prior year funds)	-----
Community Sports Programs for Physically Disabled Persons:	
• SportsNet Sports, Recreation and Fitness Program	\$20,000
• Town of Ogden Outdoor Water Sports Program	\$30,000

Total Community Services	\$248,000
---------------------------------	------------------

Community-Wide Economic Development

Economic Development Grant & Loan Fund	\$500,000
Section 3 Business Development Resource Awards	\$25,000
Section 108 Loan Guarantee Program:	
• \$10,345,000 available for Loan Guarantee Assistance	

Total Economic Development	\$525,000
-----------------------------------	------------------

Planning / Administration	\$533,000
----------------------------------	------------------

General Program Delivery	\$115,000
---------------------------------	------------------

Contingency	\$ 30,000
--------------------	------------------

TOTAL 2002 CDBG BUDGET	\$2,719,000
-------------------------------	--------------------

TOTAL CDBG FUNDS AVAILABLE:

2002 CDBG Grant	\$2,089,000
Estimated Program Income	\$ <u>630,000</u>
TOTAL AVAILABLE	\$2,719,000

Proposed HOME Program Categories for Year 2002:

Home Improvement Grant Program	\$500,000
First-Time Homebuyer Program	\$100,000
Rental Housing Production Program	\$355,500
Community Housing Development Orgs. (CHDO) - Rental Housing Project	\$185,700
General Administration	\$126,800

TOTAL 2002 HOME BUDGET	\$1,268,000
-------------------------------	--------------------

TOTAL HOME FUNDS AVAILABLE:

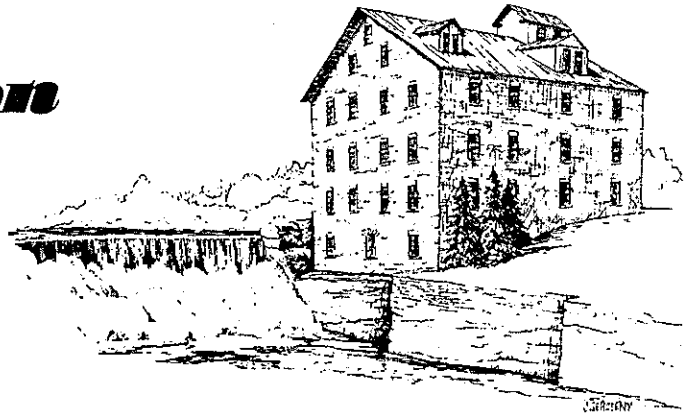
2002 HOME Grant	\$1,238,000
Estimated Program Income	\$ <u>30,000</u>
Total Funds Available	\$1,268,000

EXHIBIT I

(Town/Village Board Resolution)

Town of Mendon

*Preserving the Past...
Protecting the Present...
Promoting the Future*



COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME CONSORTIUM (Resolution 02-324)

A motion was made by Mr. Vahue, seconded by Mrs. Freeman, to adopt the following:
WHEREAS, the Town of Mendon has participated in the CDBG and HOME Consortium with Monroe County, and

WHEREAS, this Town Board wishes to continue the Town's eligibility to receive funds under the Community Development Block Grant and Home Investment Partnership programs.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board authorizes Supervisor Loberg to execute a Cooperation Agreement with the County of Monroe for the period commencing October 1, 2002 and ending September 30, 2005.

Adopted: Mr. Cluff, Aye; Mrs. Freeman, Aye; Mr. Tichenor, Aye; Mr. Vahue, Aye; Mrs. Loberg, Aye.

STATE OF NEW YORK }
COUNTY OF MONROE } SS:
TOWN OF MENDON }

I, James P. Merzke, Town Clerk of the Town of Mendon, Monroe County, New York, DO HEREBY CERTIFY, that I have compared the foregoing with the original resolution adopted by the Town Board of the Town of Mendon at a meeting of said Board on the 13th day of May 2002, and that the foregoing is a true and correct transcript of said original resolution and of the whole thereof, and that said original resolution is on file in my office.

(SEAL)

I DO FURTHER CERTIFY that each of the members of said Town Board had due notice of said meeting, and that Jeanne A. Loberg, Supervisor, and Roy A. Cluff, Patricia A. Freeman, Paul S. Tichenor, and Marvin E. Vahue, Councilmen, were present at such meeting, and no one was absent.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Mendon, this 15th day of May, 2002.

Town Clerk

