

AGREEMENT BETWEEN THE COUNTY OF UNION,
NEW JERSEY AND CERTAIN MUNICIPALITIES LOCATED
THEREIN FOR THE ESTABLISHMENT OF A COOPERATIVE MEANS OF
CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES

WHEREAS, Title 1 of the Housing and Community Development Act of 1974 provides for substantial Federal funds being made to certain urban counties for use therein, and

Whereas this act establishes certain criteria which must be met in order for a county to be the recipient of said funding, and

Whereas the Interlocal Services Act (N.J.S.A. 40:8A-1 Seq.) provides a mechanism through which counties and municipalities may enter into agreements for the provision of joint services, it is therefore agreed by the County of Union, New Jersey and the Municipality of Winfield Township as follows:

A. This agreement covers activities to be carried out with annual Community Development Block Grants from Federal fiscal years 1982, 1983, and 1984 appropriations, and for successive 3 year periods, as provided in the Housing and Community Development Act of 1980 and until terminated.

B. Community Development Planning Process

1. Nature and Extent of Services

a) Purpose. The purpose of this agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse Federal funds available to eligible urban counties under Title 1 of the Housing and Community Development Act of 1974, commonly known as Community Development Revenue Sharing and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of this program. Federal funds received by the county shall be for such functions as urban renewal, water and sewer facilities, neighborhood facilities, public facilities, open space, and such other purposes as are authorized by the Act. Nothing contained in this agreement shall deprive any municipality or other unit of local government of any powers of zoning, development control or other lawful authority which it presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as herein provided.

b) Establishment of Committee: There is hereby established a cooperative Community Development Revenue Sharing Committee, consisting of two representatives from each participating municipality and two representatives of the county government, each to be appointed for one year periods coinciding with the calendar year. The governing body and the chief executive of each participating agency shall make one appointment each.

c) Responsibilities of Committee.

- (1) The committee shall elect a chairman. A two-thirds vote of the full committee shall be required to approve the grant application. A three-quarters vote of the members present (quorum required) shall enable the committee to take formal action on policy matters, including contingency requests, contract amendments, and major budget modifications.
- (2) With the concurrence of the Board of Chosen Freeholders an Administrative liason officer shall be designated. He shall be an employee of the County. He shall withing the limits of resources available, provide technical and administrative support to the Committee, and shall provide liaison between the Committee and the Board of Chosen Freeholders.
- (3) The Committee shall meet promptly after its establishment and thereafter as often as required. It shall establish reules of procedure as may be required.
- (4) The Committee shall study and discuss the Community development needs of the county which affect the participating local governments, and shall determine the most effective and acceptable utilization of Community Development Revenue Sharing funds available to the county government. It shall recommend to the Board of Chosen Freeholders an application for participation in Federal funding, and towards that end it shall, in the manner herein prescribed, be authorized to develop a 3-year Community Development Plan for the county, including a housing assistance program and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in Community Development Revenue Sharing. Funds applied for this may be those available for "urban counties"; SMSA balances may also be applied for subject to approval of the participating municipalities.
- (5) The Committee shall develop, in full consultation with the county planning board and all affected agencies of the local governments involved, priorities for the actual utilization of such

funds as are made available from the Federal Government under this Title. The Committee shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the county to carry out the project or function, for a municipality to receive the monies to carry it out, or for some other combination of local or State agencies. Such implementation mechanism shall be established either by means of a separate contract entered into between the county government, upon the approval of this Committee, and the municipality, or municipalities in which the activity or function is to take place, pursuant to the provisions of the Interlocal Services Act, or by inclusion of such information in section C of this agreement, subject to the same approvals. The implementation mechanism shall be established before submission of the application to HUD, and any relevant documents become part of this agreement and should be submitted to HUD with it.

- (6) Every municipality participating in the committee may request participation in the expenditure of the Federal funds, comment on the overall needs of the county which may be served through these funds, or otherwise take part in the proceedings of the Committee through its members of the Committee. No project may be undertaken or services provided in any municipality without the approval of the governing body of the municipality, which approval shall be established as provided in subsection (5) above in addition to such other approvals as may be required by law.

2. Standards of Performance

Every Interlocal Service Agreement established pursuant to this agreement shall contain standards of performance as required by the Interlocal Services Act and by the Housing and Community Development Act. Annually, a report shall be prepared by the Committee by each recipient of funds describing whether the desired objectives have been attained. The Committee shall thereupon report its findings to all participating local governments, and shall submit such reports to the Board of Chosen Freeholders as may be required for submission to the Federal Government.

3. Estimated Cost and Allocation thereof.

The amount of Federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendations of the Committee, subject to any modifications made by HUD. Any Federal funds received by letter of credit or

otherwise shall be placed in a County Trust Fund established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. This fund shall be in a separate bank account subject to the control of the County Government, which shall be the designated recipient for the funds provided by the Federal act. Upon authorization by the County, and in compliance with State law and promulgated regulations, funds may be expended from this Trust Fund by the County or by payment to the particular municipality pursuant to a specific contract. Neither the committee, the county government, nor any participating local government may expend or commit funds except as may be authorized pursuant to this agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

4. Duration of Contract

This contract shall be effective retroactive to December 15, 1974 and shall continue in effect until notification by the governing body to the effect that it wishes to withdraw. Said notice must be given in writing to the Newark Area Office of HUD and the office of the County Manager no later than November 15th of the final year of the ongoing three year program, and shall remain effective for the next three successive years. In no case may a participant drop out of an ongoing three year program except as a result of HUD action.

5. Designation of General Agent

The Administrative Liaison Officer selected pursuant to section A 1c (2) of this Agreement is hereby designated as the administrative agent of the Board of Chosen Freeholders for purposes of compliance with statutory and regulatory responsibilities. He shall be accountable to the Board of Chosen Freeholders, and for this purpose shall be subject to the supervision of the Board.

C. Qualification as Urban County

In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "urban county" the municipality will cooperate with the county by undertaking or assisting in the undertaking of essential community development and housing assisted housing as set forth in the application filed.

This agreement shall be effective only when sufficient municipalities have signed the contract so that 200,000 population is represented, and when all other Federal eligibility criteria for designation as an "urban county" under the Act has been satisfied. In the event that sufficient municipalities to meet these criteria should not sign this Agreement within the time period set forth by

the United States Department of Housing and Urban Development, the Freeholder Director shall so notify all signators and the Agreement shall thereupon be null and void.

In order to comply with Federal requirements, the County government, through the Board of Chosen Freeholders, shall be the applicant for community development funds, and shall take the full responsibility and assume all obligations of an applicant under the federal act.

D. Agreement As To Specific Activities

Attached hereto and made a part of this agreement between the County and certain municipalities are exhibits which set forth the specific activities for each and every local body participating in the program. In particular each of these exhibits describe:

- a. Community development needs;
- b. Long-term community development objectives;
- c. Short-term community development objectives;
- d. A program for community development activities to be undertaken by and/or on behalf of the local unit and with in a year of related and official approval of the current application by HUD for Community Development Revenue Sharing funds; and,
- e. Community development cost estimates and related budget for the current year program;
- f. A survey of housing conditions;
- g. Housing assistance needs of lower income households;
- h. Annual and three year goals for housing assistance; and
- i. The general location of lower income housing, as applicable.

The County of Union, New Jersey, will prepare the application for the above activities and assist in the administration thereof.

2. Identification of Participants and Authorized Officials

The chief executive officers of the participating municipalities and as identified in the attached exhibits, shall bear responsibility for compliance with the proper implementation of the activities in their respective municipalities and as described herein.

Full ultimate responsibility for compliance with the proper implementation of the activities described herein rests with the applicant, the County of Union, New Jersey. For purposes of this agreement, the Freeholder Director represents the County of Union.

3. Fund Transmittal Procedures and Standards

The means of paying for the local project and transmitting the funds from the Federal Government under the applicable title of the Housing and Community Development Act of 1974 through the Trust Account created pursuant to N.J.S. 40A:-39 to the local governing bodies shall be as follows, to wit:

- a. The local governing body shall provide for any and all legal budgetary appropriations, together with all appropriations which are to be made by rider as shall be available through the Trust Account as hereinabove mentioned.
- b. After the appropriations have been provided for the local body shall, in accordance with the Public Contract Law, prepare the necessary plans and specifications for the local project and secure bids pursuant to the statute. It shall in all respects comply with the statutory laws of the State of New Jersey for public improvements.
- c. The clerk of the local bodies shall certify to the County Board of Chosen Freeholders compliance therewith including Affidavit of Publication, Minutes of receipt of bids and awards.
- d. Any and all contracts for any project shall be between the local unit and the contractor or sub-contractors, as the case may be, in accordance with the Public Contract Law.
- e. Any and all payments in pursuance of the contract entered into under Paragraph d shall be made by and through the treasurer of the local body and the source of funds thereunder shall be as follows:
 - 1) Those payments first to be made by the treasurer of the local body shall be from funds derived or secured through the bonding ordinances or bond anticipation notes or appropriations authorized issued by the local body to the full extent of said appropriations.
 - 2) Prior to the delivery of the funds by the County Treasurer to the local body the local treasurer shall submit a schedule of all payments heretofore made by the local treasurer to the contractor or contractors working on said project together with copies of the certification of the architect setting forth that said work had been completed and that said contractors were entitled to said payment which schedules and certification shall be submitted to the County Administrator for his examination and verification.

- 3) Thereafter the payment of funds by the treasurer of the local body shall be from those funds secured and held in the Trust Account pursuant to N.J.S. 40A:4-39. Payments from said Trust Account shall be made upon written request from the treasurer of the local body on a regular County voucher to the County Treasurer at least one week prior to date of payment. The County Treasurer shall thereafter secure the necessary funds for said Trust Account, in accordance with a request on a letter of credit and shall forthwith deliver said funds to the treasurer of the local unit.

4. Standards of Performance

The participating municipalities shall comply with all applicable state and federal laws and regulations, toward proper implementation of activities as described herein. The county and all cooperating units of general local government shall take all required actions to comply with the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of the Housing and Community Development Act of 1974, and other applicable laws.

5. Time Period

The activities covered by this agreement shall commence immediately after date of execution of this agreement by and/or on behalf of the participating municipality. These activities shall be completed within a year from the date of the related and official HUD approval of the current year application for Community Development Revenue Sharing funds.

6. Availability of Records for Audit

The participating municipalities and the County shall maintain and share between themselves and the CDRS Committee all the necessary and sufficient records for review and audit that pertain to the implementation of the activities described herein, and as required by the U.S. Department of Housing and Urban Development.

7. Activities Subject to Review

Each activity, as described herein, is subject to review by the CDRS Committee and to any action that the Board of Chosen Freeholders of the County may take that is, in its discretion, necessary to the proper administration of this program.

8. Arbitration

Arbitration of all questions in dispute under this Agreement shall be at the choice of either party hereto and shall be in accordance with the provisions, then obtaining, of the American Arbitration Association. This Agreement shall be specifically enforceable under the prevailing arbitration laws, and judgement upon the award may be entered, in the Court of the Forum, State or Federal, having jurisdiction. The laws of the State of New Jersey are deemed to govern this contract. The decision of the arbitrators shall be a condition precedent to the right of any legal action.

E. This contract may be executed in substantially similarly worded counterparts each of which shall be signed by the Freeholder Director and the chief executive of an individual municipality.

Each such signator agency agrees to cooperate with all other signators and be bound as if all had signed the same Agreement.

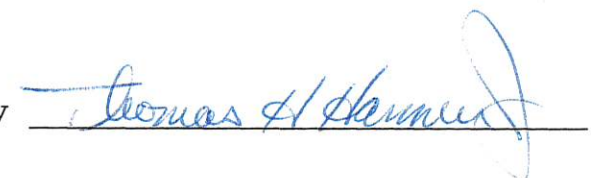
F. Severability and Modification Clause

In the event that any portion of this agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect. In the event that any modification of work activity shall become necessary, the Community Development Revenue Sharing Committee may increase or decrease the cost of any project by not more than 10%, subject to concurrence by HUD and the municipalities involved.

G. This agreement shall supplement any previous agreements on this subject and shall replace and supercede any previously agreed upon provisions only to the extent of conflict of purpose.

IN WITNESS WHEREOF the Parties hereto have caused these present to be signed by its proper chief executive officer, attested by its clerk and affixed thereto its corporate seal.


Clerk

By 

DATED: November 16, 1981