

ANOKA COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT and  
HOME INVESTMENT PARTINERSHIP PROGRAM  
COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into under the requirements of the federal Community Development Block Grant (CDBG) program and HOME Investment Partnership Program by and between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as "COUNTY" and the CITY OF RAMSEY hereinafter referred to as "COOPERATING COMMUNITY", said parties to this Agreement each being governmental units of the State of Minnesota, and is made pursuant to Minnesota Statutes, Section 471.59.

**WITNESSETH:**

**WHEREAS**, Title I of the Housing and Community Development Act of 1974, as amended, provides for a program of community development block grants, as implemented by Part 570, Title 24, Code of Federal Regulations, governing the applicability and use of funds under Title I; and

**WHEREAS**, Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, and as amended provides for a program known as the HOME Investment Partnership program. Part 92 of Title 24 of the Code of Federal Regulations sets forth regulations governing the applicability and use of funds under Title II; and

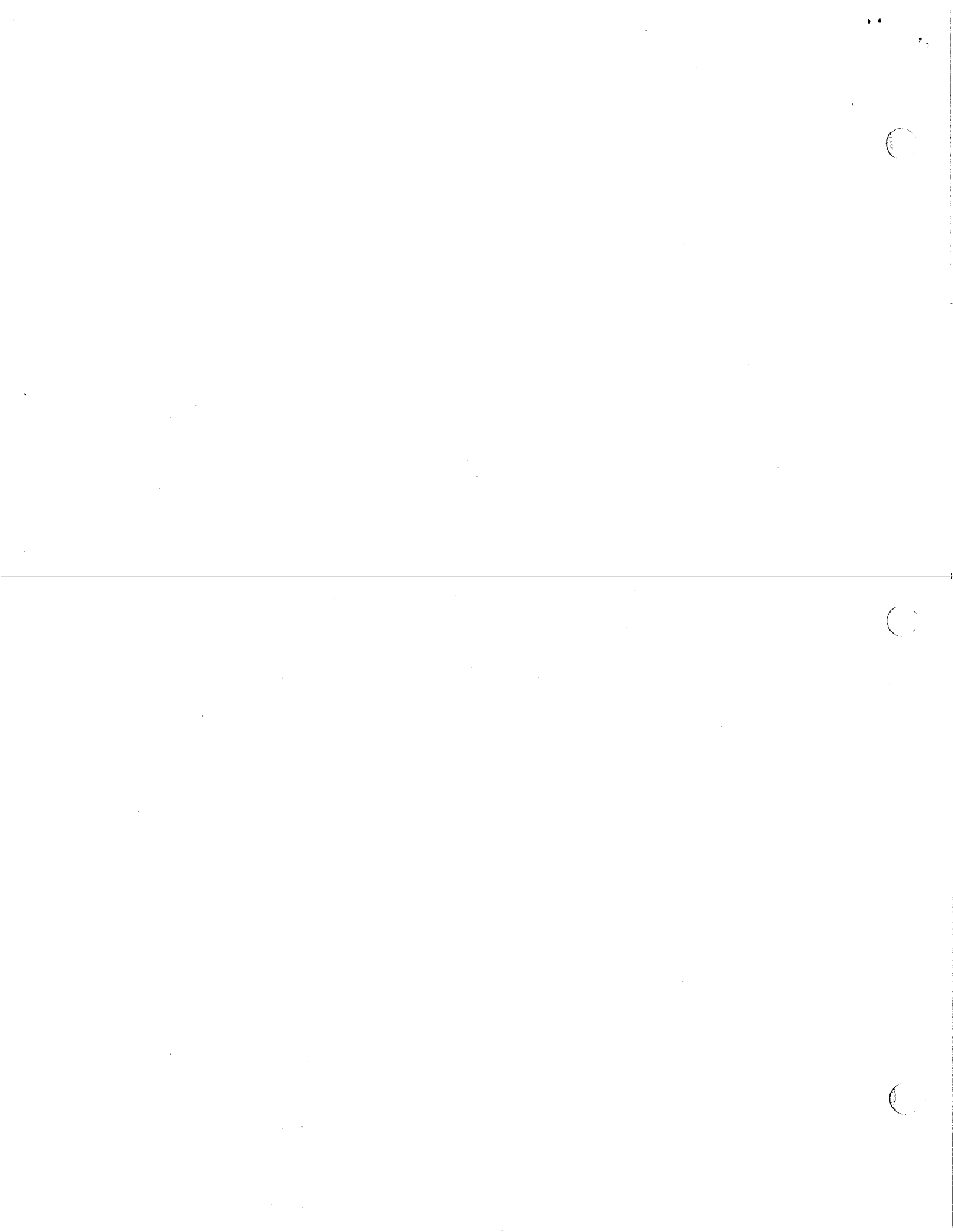
**WHEREAS**, Anoka County, Minnesota qualifies under said law as an "urban county" eligible to receive community development block grants funds; and

**WHEREAS**, the County's population, among other factors, is determinant of the eligibility of the County and the amount of resources which may be made available to the County to undertake activities under the afore-referenced law; and

**WHEREAS**, Section 24 CFR 570.307, titled "urban counties" provides that computation of the County's population may include persons residing in "unincorporated areas" and in "its included parts of general local government with which it has entered into cooperative agreements to undertake or to assist in the undertaking of essential activities pursuant to community development block grants"; and

**WHEREAS**, it is in the interest of the Cooperating Community, to have its population counted together with other municipalities of Anoka County who similarly agree;

**NOW, THEREFORE**, in consideration of mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions.



## SECTION I. DEFINITIONS

For the purpose of this Agreement, the terms defined in this section have the meanings given to them:

- A. "The Act" means the Housing and Community Development Act of 1974, Title I, of Public Law 93-383, as amended (42 USC 5301 et seq.)
- B. "Regulations" means the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Part 570.
- C. "HUD" means the United States Department of Housing and Urban Development
- D. "Cooperating Community" means any city or township in Anoka County, which has entered into a cooperation agreement which is identical to this Agreement.
- E. "CDBG Program" means federal program instituted under 42 U.S.C. 5301, et seq. as amended.
- F. "HOME Investment Partnership Program" means the federal program instituted under Title II of the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. 12701 et seq. as amended

The definitions contained in 42 U.S.C. 5302 of the Act and 24 CFR 570.3 of the Regulations are incorporated herein by reference and made a part hereof.

## SECTION II. PURPOSE

The Cooperating Community and the County have determined that it is desirable and in the interests of its citizens that the County qualifies as an urban county within the provisions of the Act. This Agreement contemplates that identical agreements will be executed between the County and other cities and townships within the County, thus enabling the County to qualify under the Act.

The purpose of this Agreement is to authorize the County to participate with the Cooperating Community in undertaking, or to assist in undertaking, essential community development and housing assistance activities pursuant to the CDBG Entitlement Program and the HOME Investment Partnership Program.

## SECTION III. TERM OF AGREEMENT

This Agreement shall be in effect upon execution and terminate no sooner than the end of the third program year covered by the application for the basic grant amount and approved after the effective date. This Agreement shall be effective for the federal fiscal years 2008 through 2010.

This Agreement shall renew automatically for subsequent three-year program periods, unless written notice of termination to be effective at the end of the current three-year program period is given by the Cooperating Community to the County following the same schedule as the opt-out notification requirements as established by HUD. A copy of all notices must be sent to the HUD Field Office. Since this Agreement has an automatic renewal provision, the County shall, prior to the "opt-out" date, provide written notification to the Cooperating Community of the community's rights under this "opt-out" provision. The County shall have the right to "opt-out" of future renewal of the Agreement.

The parties agree that this Agreement will remain in effect until CDBG and HOME Investment Partnership Program funds and program income received for activities carried out during the three-year qualification period (and any successive periods under the automatic renewal provision) are expended and the funded activities completed, and that the County and Cooperating Community cannot terminate or withdraw from this Agreement during this period. Notwithstanding any other provision of this Agreement, this Agreement shall be terminated at the end of any program year during which HUD withdraws its designation of Anoka County as an urban county under the Act.

#### **SECTION IV. METHOD**

The Cooperating Community and County hereby agree that it will cooperate to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The County shall prepare and submit to HUD and appropriate reviewing agencies, all necessary applications for basic grant amount under the CDBG and HOME Investment Partnership Program requirements. In making the application, the County shall address the goals and needs of County as developed in meetings between the Community, its citizens and the County, and also addressing the Act and other relevant Minnesota and/or federal statutes and regulations. The parties agree to cooperate fully in establishing priorities and in preparation of the application for a basic grant amount. The Cooperating Community and the County agree that the County shall establish a reasonable time schedule for the development of the grant application.

It is anticipated by the parties that the party ultimately implementing a project funded by monies received from the grant may be either the Cooperating Community or the County. The determination of which party will implement the project will be made by the parties after consideration of the nature and scope of the project, and the ability of each party to undertake the project, though it is understood by the Cooperating Community that the County shall have final responsibility for selecting projects and filing annual grant requests. The County is hereby authorized to distribute to the Cooperating Community such funds as are determined appropriate for the Community to use in implementing a project and the County is hereby authorized to undertake projects within the Cooperating Community as are determined appropriate for the County to undertake.

## SECTION V. SPECIAL PROVISIONS

- A. Nothing in this Agreement is intended to prevent or otherwise modify or abrogate the right of the Cooperating Community or the County to submit individual applications for discretionary funds in the event County does not receive designation as an urban county entity under the Act.
- B. The Cooperating Community and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts of omissions of their respective officers, agents, and employees relating to activities conducted by either under this Agreement, the Act or the Regulations.
- C. In the event that there is a revision of the Act and/or Regulation which would make this Agreement out of compliance with the Act or Regulations, both parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance.
- D. All funds received by the County under the Act shall be deposited in the County treasury.
- E. The Cooperating Community and the County shall maintain financial and other records and accounts in accordance with requirements of the Act and Regulations. Such records and accounts will be in such form as to permit reports required of the County to be prepared therefrom and to permit the tracing of grant funds and program income to final expenditure.
- F. The Cooperating Community and the County agree to make available all records and accounts with respect to matters covered by this Agreement at all reasonable times to their respective personnel and duly authorized federal officials. Such records shall be retained as provided by law, but in no event for a period of less than (5) five years from the date of completion of any activity funded under the Act or less than (5) five years from the last receipt of program income resulting from activity implementation. The County shall perform all audits of the basic grant amounts and resulting program income as required under the Act and Regulation.
- G. The county, as the CDBG grant recipient, either for the urban county or a joint recipient (Metropolitan City/Urban County Joint Recipients) has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for meeting the requirements of other applicable laws (e.g., National Environmental Policy Act, Uniform Relocation Act, Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and for affirmatively furthering fair housing). The Counties responsibilities must include these functions even where, as a matter of administrative convenience or State law, the county permits the participation units of general local government to carry out essential community development and housing assistance activities. The county will be held accountable for the accomplishment of the community development program, for

following the Consolidated Plan, and for ensuring that actions necessary for such accomplishments are taken by cooperating units of general local government.

- H. The parties agree to take all actions necessary to assure compliance with the urban county's certification required by section 104(b) of Title 1 of the Housing and Community Development Act of 1974, as amended including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title 1 of the Housing and Community Development Act of 1974, and other applicable laws. The agreement also prohibits urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's action to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the entire urban county) that can, in turn, provide cause for funding sanctions or other remedial actions by the department.
- I. The parties further agree that pursuant to 24 CFR 570.501 (b), the Cooperating Community is subject to the same requirements applicable to subrecipients, including a written agreement as set forth in 24 CFR 570.503. Such agreements are only entered into when a Cooperating Community chooses to propose a project and actually will receive funds from the County's entitlement allocation.
- J. The parties further agree that the cooperating Community has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and
  2. 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 jurisdictions.
- K. The Cooperating Community acknowledges that by executing this Agreement it may not apply for grants from appropriations under the Small Cities or State Community Development Block Grant Programs for fiscal years during the period in which it participates in the County's CDBG Program. The Cooperating Community further acknowledges that during the period in which it participates in the County's CDBG Program it may only participate in the HOME Program (24 USC 12701 et seq. and regulations promulgated thereto) through the County and is precluded from forming a HOME Consortium for participation in the HOME Program, except through the County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

COUNTY OF ANOKA  
STATE OF MINNESOTA

Dennis D. Berg  
Dennis D. Berg,  
Chair, Anoka County Board of Commissioners

Terry L. Johnson  
Terry L. Johnson,  
Anoka County Administrator

APPROVED AS TO FORM  
AND EXECUTION

Anthony C. Palumbo  
Anthony C. Palumbo,  
Assistant Anoka County Attorney

15 June 07  
Date

CITY OF RAMSEY  
STATE OF MINNESOTA

By: [Signature]

Its: Mayor

Date: 3-28-07

By: [Signature]

Its: INTERIM CITY ADMINISTRATOR

Date: 4/6/2007

I hereby certify that the provisions of this agreement are fully authorized under state and local law and that the agreement provides full legal authority of the County.

Anthony C. Palumbo  
Anthony C. Palumbo  
Assistant Anoka County Attorney.

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