

Resolution of the Demarest Governing Body

Resolution No. 130-26

June 22, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski	✓		✓			
Carmeli		✓	✓			
Collins			✓			
Jiang						✓
Marks			✓			
Reiss			✓			

TITLE: A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE COUNTY OF BERGEN TO SUPERSEDE THE COOPERATIVE AGREEMENT DATED JULY 1, 2024, AND AMENDMENTS THERETO ESTABLISHING THE BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM

WHEREAS certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS it is necessary to supersede an existing Interlocal Services Cooperative Agreement for the County and its people to benefit from these Programs; and

WHEREAS, an Agreement has been proposed under which the Borough of Demarest and the County of Bergen in cooperation with other Municipalities, will modify an Interlocal Services Program pursuant to N.J.S.A. 40A:65-1 et seq.; and

WHEREAS it is in the best interest of the Borough of Demarest to enter into such an Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Demarest that the Agreement entitled "Three Year Cooperative Agreement" (an Agreement superseding the Cooperative Agreement dated July 1, 2024 – June 30, 2027) to clarify the planning and implementation procedures and to enable the Municipality to make a Three Year irrevocable commitment to participate in the Community Development Block Grant Program (CDBG), the Home Investment Partnership Program (HOME), and the Emergency Solutions Grant Program (ESG) for the **Fiscal Years 2027, 2028, and 2029 covering the period July 1, 2027 – June 30, 2030**, be executed by the Mayor and Municipal Clerk in accordance with the provisions of law; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately in accordance with law and that an original copy be made available to the Director of the Bergen County Division of Community Development as soon as possible and no later than **MONDAY, JULY 20, 2026.**

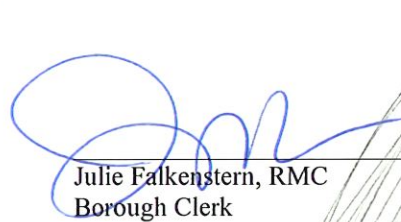
APPROVED:



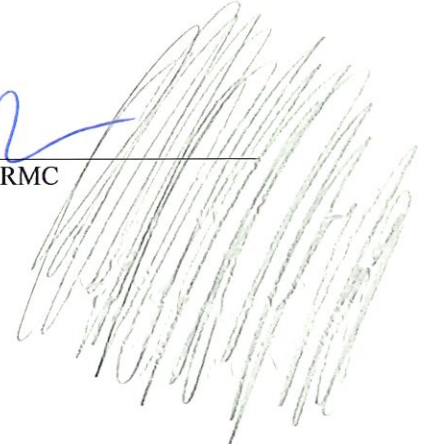
Brian Bernstein, Mayor

CERTIFICATION

I, Julie Falkenstern, Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 22, 2026



Julie Falkenstern, RMC
Borough Clerk



Three Year Cooperative Agreement

An Agreement superseding the Cooperative Agreement dated July 1, 2024 and amendments thereto, for the purpose of inserting a description of activities for the **Fifty-First Year (July 1, 2027 - June 30, 2030)** Urban County Community Development Block Grant CDBG Entitlement Program, Home Investment Partnership Act Program HOME, Emergency Solutions Grant ESG and clarifying the planning and implementation procedures for **Program Years 2027, 2028, and 2029** (July 1, 2027 – June 30, 2030).

WHEREAS, in order to meet Federal requirements as administered by the U.S. Department of Housing and Urban Development HUD, there must be a binding agreement in effect; and

WHEREAS the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq., requires a specific delineation of activities to be included in the Agreement; and

WHEREAS various new activities have been proposed to be carried out under the **Fifty-First Year** Community Development Program.

NOW, THEREFORE, it is mutually agreed that the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., contract dated July 1, 2000, between the **Borough of Demarest**, hereinafter the "Municipality" and the County of Bergen be superseded by this "Three Year Cooperative Agreement", and the attachments hereto.

A. Community Development Planning Process

1. Nature and Extent of Planning Procedures

- 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 the Community Development Block Grant Entitlement Program (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs. Federal funds received by the County shall be for such functions as neighborhood facilities, housing construction and rehabilitation, public facilities, urban renewal, water and sewer facilities, and other such purposes as are authorized by said Acts. Nothing contained in this Agreement shall deprive any municipality or other unit of local government of any powers of zoning 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 provided in section A.1.c.(6), below. This Agreement covers the Community Development Block Grant CDBG Entitlement Program, the Home Investment Partnership Act Program HOME, and the Emergency Solutions Grant Program ESG.
- b. Establishment of Committees - There are hereby established six regional Community Development committees, consisting of two or more representatives from each participating municipality, each to be appointed for a one-year period, coinciding with the fiscal year (July 1 to June 30). The governing body and the chief executive of each participating municipality shall make a minimum of one appointment each. Alternates may be appointed in the same manner as set forth above and shall have the

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same powers in the absence of the designated representatives.

c. Responsibilities of the Regional Community Development Committees

- (1) The Community Development Regional Committees shall elect a chairperson and vice-chairperson.
- (2) The Committees shall meet as often as required. Each regional committee shall establish its own rules of procedures and shall make recommendations to the County Executive and Board of County Commissioners through the Division of Community Development.
- (3) The Committees shall study and discuss the community development needs of the County of the respective regions and shall determine the most effective and acceptable utilization of Community Development Block Grant Funds available to the region. They shall recommend to the County Executive and Board of County Commissioners an application for participation in Federal funding, including an allocation formula, and towards that end they shall jointly, in the manner herein prescribed, be authorized to develop a Consolidated Plan for the County and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the Community Development Block Grant Program CDBG. Funds applied for shall be those available for "Urban Counties" under the Community Development Block Grant CDBG Entitlement Program.
- (4) The Community Development Regional Committees shall develop, in full consultation with the Division of Community Development 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 Committees 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. The implementation shall be established before the submittal of the application to HUD, and any relevant documents that become part of this Agreement and should be submitted to HUD with it. Such implementation mechanism shall be established by means of a separate contract between the County government and the municipality or agency implementing the designated project pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq.
- (5) Every municipality participating in the Committees 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 Community Development Committees through its Community Development representatives. No project may be undertaken, or services provided in any municipality without the prior approval of the governing body of the municipality, which approval shall be established in accordance with

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the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., in addition to such other approvals as may be required by law.

- (6) By executing this agreement the municipality understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and may not participate in the HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation and may receive a formula allocation under the ESG program only through the urban county program.

- d. Establishment of Countywide Committees - There is hereby established a Countywide Committee consisting of the Chairpersons of the six Regional Community Development Committees and five other at-large members appointed by the County Executive for terms that coincide with the time period of this Agreement (July 1, 2027 – June 30, 2030). The role of the Countywide Committee is to recommend an allocation formula to the Board of County Commissioners and to also recommend funding for multi-regional and countywide projects. These recommendations shall be submitted to the Board of County Commissioners. The creation of the Countywide Committee in no way diminishes or changes the authority of the County or the Regional Community Development Committees. The Community Development Director and other appropriate County staff shall discuss all Countywide and multi-regional projects with the Countywide Committee both before specific funding levels are authorized by the County and at all important stages of implementation. No member of the Countywide Committee shall be able to vote on any matter that affects any applicant on whose board they serve.

2. Standards of Performance

Every Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., established pursuant to this Agreement shall contain standards of performance as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., and by the Housing and Community Development Act of 1974 and the HOME Investment Partnership Act of 1990. Biannually, the Division of Community Development shall prepare a report for the Regional and Countywide Committees and the municipalities that covers all Community Development projects, their status, and expenditures.

3. Estimated Cost and Allocation

The amount of Federal funds involved shall be the amount applied for by the Board of County Commissioners pursuant to the recommendation of the Community Development Committees, 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. These funds shall be in a separate bank account subject to the control of the County government, which

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shall be the designated recipient of 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 Community Development Committees, 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 Agreement remains in effect until the Community Development Block Grant CDBG Entitlement Program, the Home Investment Partnership Program HOME funds, Emergency Solutions Grant ESG and program income received with respect to the Urban County qualification period (2027, 2028, and 2029) are expended and the funded activities completed. The County and participating municipalities may not terminate or withdraw from the Agreement while the Agreement remains in effect.

- a) However, this contract may be terminated if the County fails to qualify as an Urban County, or if the County does not receive a grant in any year of the three-year period. The contract may also be terminated by the U.S. Department of Housing and Urban Development HUD. Be it further understood that at the end of the current qualification period, this Agreement will automatically be renewed for participation on successive three-year periods, unless the County or participating municipality provides written notice that it elects not to participate in a new qualification period. In this case, a copy of the notice must be sent to the HUD Regional Field Office by the date specified in the Urban County qualification notice. The County will notify each participating municipality in writing of its right to make such an election by the date specified in HUD's urban county qualification notice for the next qualification period. Additionally, the County will notify all participating municipalities of any amendments as cited in the HUD Urban County Qualifications Notice for that period, or subsequent periods that must be included in the existing cooperation agreement. Any amendments will be submitted to HUD as provided in the qualification notice. Failure by the County or Municipalities to adopt an amendment and/or resubmit such amendments to HUD will void the automatic renewal of the said cooperative agreement for the new qualification period.

5. Designation of General Agent

The Director of the Division of Community Development is hereby designated as the administrative agent of the County of Bergen for purposes of compliance with statutory and regulatory responsibilities. He/she shall be accountable to the County Executive. The County Executive, with the concurrence of the Board of County Commissioners, shall

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designate a Director of the Division of Community Development. The Director and his/her staff shall, given available resources, provide technical and administrative support to the Community Development Committees and serve as a liaison between the committees and the Board of County Commissioners.

B. Qualifications 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 and the County agree to cooperate to undertake or assist in the undertaking, community renewal and lower-income housing assistance activities, specifically urban renewal, and publicly assisted housing. This Agreement shall be effective only when sufficient municipalities have signed the contract so that a population of 200,000 is represented, and when all other Federal eligibility criteria for designation as an "Urban County" under the Act have been satisfied. In the event that sufficient municipalities to meet these criteria do not sign this Agreement within the time period set forth by the United States Department of Housing and Urban Development HUD, the County Executive shall so notify all signatories, and the Agreement shall thereupon be null and void. To comply with Federal requirements, the County government, through the Board of County Commissioners, shall be the applicant for Community Development funds. The County has the final responsibility for selecting Community Development Block Grant CDBG, Home Investment Program HOME, Emergency Solutions Grant ESG activities, and annually filing the Consolidated Plan with HUD, in accordance with the procedures established under Section A.1.c(3) of this Agreement.

C. Agreement as to Specific Activities (Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.)

1. Activities

- a. The municipality and the County shall take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act FMC.
- b. of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Pursuant to 24 CFR 570.501(b), a municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written Agreement as described in 24 CFR 570.503. The Grantee or a unit of general local government that directly or indirectly receives Community Development Block Grant CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or

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insular area that directly or indirectly receives Community Development Block Grant CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

- c. The Municipality agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities engaged in during the performance of the agreement.
- d. Urban county funding will be prohibited 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 actions to comply with its fair housing certification.
- e. The municipality 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 nonviolent civil rights demonstrations; and 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 nonviolent civil rights demonstrations within jurisdictions.
- f. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to sub-recipients, including the requirements of a written agreement set forth in 24 CFR 570.503.
- g. The municipality agrees to inform the County of any income generated by the expenditure of Community Development Block Grant CDBG funds received by them; that any program income must be paid to the County; that any program income the municipality is authorized by the County to retain may only be used for eligible activities in accordance with all Community Development Block Grant CDBG requirements as they may apply; and that any program income generated from the disposition or transfer of property prior to or subsequent to the closeout change of status or termination of this Agreement be returned to the County. The County is responsible for monitoring and reporting to HUD on the use of any program income, thereby requiring the municipality to maintain appropriate records and reports. In the event of any closeout or change in status of a municipality, any program income that is on hand or received subsequent to the closeout or change in status shall be paid to the County.
- h. The municipality agrees to notify the County of any change in the use of real property acquired with Community Development Block Grant CDBG funds from that planned at the time of acquisition or improvement including disposition and that the municipality will reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure on non-Community Development Block Grant CDBG funds) of property acquired or improved with Community Development Block Grant CDBG funds, that is sold or transferred for a use which does not qualify under the Community Development Block Grant CDBG regulations.
- i. No unit of local government may sell, trade, or otherwise transfer all or a portion of

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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, credits or non-Federal consideration but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

2. County Responsibility

The municipality agrees that the County, as the applicant, takes full responsibility and assumes all obligations of an applicant under the Housing and Community Development Act of 1974, the HOME Investment Partnership Act of 1990, and the Emergency Solutions Grant of 2012. This responsibility will also extend to parts of the planning and management process, for the execution of the community development plan, including the analysis of needs, the setting of objectives, the development of the Consolidated Plan, and all assurances or certifications of compliance with federal and state requirements necessary under federal and state laws. The responsibility of the County shall apply to all community development projects whether or not the County or the locality carries out directly an activity or activities included in the application. The municipality agrees that the County has the authority to carry out activities that will be funded by the annual Community Development Block Grant CDBG, Home Investment Partnership Program HOME, and Emergency Solutions Grant Program ESG, from the **Federal Fiscal Years 2027, 2028, and 2029** appropriations and from any program income generated from the expenditure of such funds.

3. Costs

- a. Cost of Activities The costs of the community development activities and the total cost of all activities shall be as approved pursuant to Section A.1.c.(3) and d, and in the application submitted to HUD, subject to approval and funding by HUD, and to any modification in the total grant award or cost of activities required by HUD.
- b. Municipal Designation to Carry Out Activities
The activities to be completed under the Community Development Program will be carried out by the County with the participation of the Committees as set forth in Section A.1.c(3) and d. except those being carried out directly by participating municipalities.
- c. Payment Payments for the conduct of activities to be carried out by individual municipalities will be made to the municipality on the basis of vouchers and resolutions submitted by the approving authority of the municipality. The final 10% of the activity cost will be made upon certification by the municipality and verification by the County that the activity has been completed in a satisfactory manner according to paragraph C.4. below of this agreement, and applicable Federal and State requirements.

4. Standards of Performance

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Activities to be carried out under the Housing and Community Development Act, the HOME Investment Partnership Act of 1990, and the Emergency Solutions Grant of 2012 this Agreement shall be performed in accordance with Federal, State, and local laws and regulations. In carrying out the activities, the County will be responsible for contact with other local, State, and Federal agencies to prevent duplication of effort, and to foster coordination of related activities. Activities to be carried out by individual municipalities shall adhere to County design and construction standards and shall be based on work proposals and budget outlines submitted to the County for review. The Director of the Division of Community Development or other County staff members, as may be necessary, shall grant approval prior to the commencement of any work involved in carrying out the activity. The County, along with the Director of the Division of Community Development, will establish a staff responsible for managing the program.

5. Time Period

In accordance with HUD regulations, activities included in the application shall be completed or substantially underway during the program year, which shall be 1 year from the date of HUD's notification of the grant award. Work on activities to be carried out directly by municipalities shall commence only upon the release of funds by HUD, compliance with local finance board regulations, and notification by the County that the municipality is authorized to initiate the project. Work on these activities should begin as soon as possible following the issuance of this notice to the municipalities and should be completed in a timely manner. If a project is not started or implemented in a timely manner as set forth above, after due notice and warnings are given to the municipality in question, the regional Community Development Committee and the Board of County Commissioners reserve the right to reallocate these funds.

6. Availability of Records for Audit

Required records of the progress of activities carried out by the County and by individual municipalities will be maintained in accordance with the HOME Investment Partnership Act of 1990 and accompanying regulations; FMC 74-7; the New Jersey Division of Local Finance; and other applicable requirements. All records shall be kept in accordance with these regulations and shall be available for audit by the proper authorities. Records of activities carried out by the County shall be maintained by the Director of the Division of Community Development of the County or his/her designated subordinate, and records of activities carried out by individual municipalities shall be maintained by the municipal clerk of the municipality carrying out the activity.

D. Signatories

This Agreement shall be executed in similarly worded counterparts, each of which shall be signed by the County Executive and the chief executive of an individual municipality, (the chief executive of a municipality is the mayor except in council-manager governments, in which case, the chief executive is the manager) after authorization by the Board of Chosen Freeholders and

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the governing body of the municipality, to execute this Agreement. Each such signatory agrees to cooperate with all other signatories and be found as if all had signed the same Agreement.

E. Modification and Amendment

1. Modification of Costs and/or Activities

In the event that any modifications of the cost of an activity or any activity itself shall become necessary or are requested by the County or a municipality participating in or carrying out an activity, the County may increase or decrease the cost of an activity or modify the activity, subject to all necessary HUD and municipal approvals, provided that the total funding does not exceed the total grant award. Municipal requests for cost or activity modifications must be made by a resolution of the governing body and shall also require the passage of a resolution by the Board of County Commissioners. County requests for cost or activity modifications of a municipal project shall be made in writing by the County Executive, subject to approvals by resolutions of the governing bodies of the municipality or municipalities involved.

2. Addition or Deletion of Projects

Projects may be added or deleted by the County with such HUD approvals as are required and the approval of the municipality or municipalities involved. Said approvals shall be by resolution of the municipality or municipalities and the County and shall be subject to paragraphs C.4. and C.4., above. Projects will not be added or deleted without appropriate review by the respective Committee(s).

F. Severability

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.

G. Supersession

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

H. Opinion of County Counsel

Pursuant to the requirements of the HUD regulations, this Three Year Cooperative Agreement (July 1, 2027 – June 30, 2030) was reviewed by the County's Counsel for compliance therewith and it is the opinion of County Counsel that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

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County Executive

Mayor

(Seal)

Clerk

(Seal)