

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT AMONG CITY OF EDINBURG, CITY OF MCALLEN, CITY OF MISSION, CITY OF PHARR, COUNTY OF HIDALGO, HOUSING AUTHORITY FOR THE CITY OF ALAMO, HOUSING AUTHORITY FOR THE CITY OF DONNA, HOUSING AUTHORITY FOR THE CITY OF EDCOUCH, HOUSING AUTHORITY FOR THE CITY OF ELSA, HOUSING AUTHORITY FOR THE CITY OF EDINBURG, HOUSING AUTHORITY FOR THE CITY OF HIDALGO, HOUSING AUTHORITY FOR THE CITY OF LA JOYA, HOUSING AUTHORITY FOR THE CITY OF MCALLEN, HOUSING AUTHORITY FOR THE CITY OF MERCEDES, HOUSING AUTHORITY FOR THE CITY OF MISSION, HOUSING AUTHORITY FOR THE CITY OF PHARR, HOUSING AUTHORITY FOR THE CITY OF SAN JUAN, HOUSING AUTHORITY FOR THE CITY OF WESLACO AND HOUSING AUTHORITY FOR THE COUNTY OF HIDALGO**

**THIS AGREEMENT**, entered this \_\_\_\_ day of \_\_\_\_\_, 2016 by and among the City of Edinburg, City of McAllen, City of Mission, City of Pharr, County of Hidalgo, Housing Authority for the City of Alamo, Housing Authority for the City of Donna, Housing Authority for the City of Edcouch, Housing Authority for the City of Elsa, Housing Authority for the City of Edinburg, Housing Authority for the City of Hidalgo, Housing Authority for the City of La Joya, Housing Authority for the City of McAllen, Housing Authority for the City of Mercedes, Housing Authority for the City of Mission, Housing Authority for the City of Pharr, Housing Authority for the City of San Juan, Housing Authority for the City of Weslaco and Housing Authority for the County of Hidalgo (collectively the “Program Participants”), pursuant to the provisions of the Texas Interlocal Cooperation Act as follows:

**WHEREAS**, Lead Entity, as hereinafter defined, is a consolidated plan program participant with a program year start date of July 1 and Lead Entity’s next 5-year consolidated plan cycle will begin in 2018.

**WHEREAS**, the Program Participants agree to adopt the FY 2018 - 2022 Assessment of Fair Housing Plan (herein called the “AFH”) on or before July 1, 2018.

**WHEREAS**, Program Participants are subject to affirmatively furthering fair housing requirements found at 24 CFR §5.150 through §5.180 and required to submit an AFH; and

**WHEREAS**, the Program Participants wish to collaborate to submit one AFH for all program participants;

**NOW, THEREFORE**, it is agreed between the Program Participants hereto as follows:

## **I. LEAD ENTITY**

Hidalgo County acting by and through its Urban County Program will serve as the Lead Entity and Fiscal Agent of the Program Participants in the collaboration for the preparation and submission of the AFH on behalf of all Program Participants.

## **II. PROGRAM YEAR/FISCAL YEAR ALIGNMENT**

Program Participants will not align their Consolidated Plan or Public Housing Authority Plan fiscal year start dates. Nevertheless, the AFH will be submitted in accordance with the Lead Entity's Consolidated Plan program year start date.

## **III. CONSOLIDATED PLANNING/PHA PLANNING CYCLE ALIGNMENT**

Program Participants will not align their Consolidated Planning or Public Housing Authority Planning cycles. Nevertheless, the AFH will be submitted in accordance with the Lead Entity's Consolidated Plan cycle.

## **IV. ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS**

### **A. ASSESSMENT OF FAIR HOUSING**

Program Participants will perform tasks of completion of the AFH collaboratively. The responsibilities of the Program Participants in completion of the AFH are stated in and as provided in EXHIBIT A: ROLES AND RESPONSIBILITIES; attached hereto and incorporated herein at this point for all purposes.

### **B. SUBMISSION OF AFH**

Lead Entity will submit to HUD the AFH on behalf of all Program Participants.

### **C. PERFORMANCE**

Program Participants are expected to perform in accordance with AFH regulations and are required to provide local data and local knowledge applicable to the constituency served by each Program Participant.

## **V. INCLUSION**

A CDBG Entitlement Community or Public Housing Authority located within Hidalgo County that is not identified within this Agreement may opt to collaborate in the development and submission of AFH with a written notice addressed to the Lead Entity and submitted no later than January 1, 2017. The Lead Entity will subsequently notify Program Participants and HUD of any inclusion request.

## **VI. WITHDRAWAL**

Any Program Participant may withdraw from the development and submission of the AFH under this Agreement with a written 30-day notice to the Lead Entity together with a copy of the U.S. Department of Housing and Urban Development no later than January 1, 2017. Lead Entity will notify Program Participants and HUD of the withdrawal notice, if any.

## **VII. AFH DEVELOPMENT OPERATION**

### **A. EXECUTIVE COMMITTEE APPOINTMENT**

An Executive Committee shall be formed for the development of the AFH consisting of ten (10) members to be appointed one each by the following Program Participants: City of Edinburg, City of McAllen, City of Mission, City of Pharr, Hidalgo County, Housing Authority for the City of Edinburg, Housing Authority for the City of McAllen, Housing Authority for the City of Mission, Housing Authority for the City of Pharr and Housing Authority for the County of Hidalgo.

### **B. GENERAL COMMITTEE**

The General Committee shall include the ten (10) Executive Committee representatives plus members to be appointed, one each by the following Program Participants: Housing Authority for the City of Alamo, Housing Authority for the City of Donna, Housing Authority for the City of Edcouch, Housing Authority for the City of Elsa, Housing Authority for the City of Hidalgo, Housing Authority for the City of La Joya, Housing Authority for the City of Mercedes, Housing Authority for the City of San Juan and Housing Authority for the City of Weslaco.

Any member of the General Committee wishing to become part of the Executive Committee may do so no later than January 1, 2017 with a 10-day written notice to Lead Entity and a written agreement to reimburse Lead Entity 80% of the development and submission costs, irrespective of its own Citizen Participation costs.

### **C. REMOVAL OF PROGRAM PARTICIPANT**

Upon any Program Participant's submission of a concern to Lead Entity, Lead Entity shall submit such concern to the Executive Committee and the Executive Committee shall decide by vote on any such matter submitted. Removal of any Program Participant requires majority vote of the Executive Committee. Lead Entity will subsequently notify such removed Program Participant and HUD of the removal of any Program Participants.

#### **D. COST OF DEVELOPMENT**

Costs related to the development of the AFH shall be billed by the Lead Entity in the manner prescribed in EXHIBIT B: COST ALLOCATION; attached hereto and incorporated herein at the point for all purposes.

Notwithstanding anything to the contrary herein, each Program Participant is responsible for all costs in conducting their own Citizen Participation process.

#### **VIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

#### **IX. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

#### **X. WAIVER**

A Program Participant's failure to act with respect to a breach by another Program Participant does not waive any right to act with respect to subsequent or similar breaches. The failure of the Program Participant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

#### **XI. ENTIRE AGREEMENT**

This Agreement between the Program Participants for the submission of the 2018 AFH, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Program Participants with respect to this Agreement and this Agreement constitutes the entire agreement of the Program Participants. By signing this Agreement, the Program Participants are bound to perform the terms and provisions of this Agreement.

#### **XII. AMENDMENT**

Any amendment to this Agreement must be in writing, and approved in writing by a majority of members of the Executive Committee and submitted to HUD by Lead Entity.

#### **XIII. TEXAS LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in

Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**XIV. EFFECTIVE DATE**

This Agreement does not become effective until acknowledged as submitted by HUD.

**IN WITNESS WHEREOF**, the Program Participants have executed this Agreement effective as of the date first written above.

**HIDALGO COUNTY**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo, Jr. County Clerk

**PROGRAM PARTICIPANT**

**HOUSING AUTHORITY OF HIDALGO COUNTY**

By: \_\_\_\_\_  
Diana R. Serna

Print Name: \_\_\_\_\_  
Title: Director

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
County Attorney

**PROGRAM PARTICIPANT**

**CITY OF/HOUSING AUTHORITY OF THE CITY OF EDINBURG**

By: \_\_\_\_\_  
Marissa Garza

Print Name: \_\_\_\_\_  
Title: Director of Community Development  
Grants Management

**ATTEST:**

By: \_\_\_\_\_  
Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**CITY OF/HOUSING AUTHORITY OF THE CITY OF McALLEN**

By: \_\_\_\_\_

Maria P. Martinez

Print Name: \_\_\_\_\_

Title: Program Director

**ATTEST:**

By: \_\_\_\_\_

Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**CITY OF/HOUSING AUTHORITY OF THE CITY OF MISSION**

By: \_\_\_\_\_

Jo Anne Longoria

Print Name: \_\_\_\_\_

Title: Community Development Director

**ATTEST:**

By: \_\_\_\_\_

Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**CITY OF/HOUSING AUTHORITY OF THE CITY OF PHARR**

By: \_\_\_\_\_

Raul Garza

Print Name: \_\_\_\_\_

Title: CDBG Director

**ATTEST:**

By: \_\_\_\_\_

Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**ALAMO HOUSING AUTHORITY OF THE CITY OF ALAMO**

By: \_\_\_\_\_

Mary Vela

Print Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_

Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**DONNA HOUSING AUTHORITY OF THE CITY OF DONNA**

By: \_\_\_\_\_

Bob Gonzalez

Print Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Secretary

**PROGRAM PARTICIPANT**

**EDCOUCH HOUSING AUTHORITY OF THE CITY OF EDCOUCH**

By: \_\_\_\_\_  
Antonio Sandoval

Print Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**EDINBURG HOUSING AUTHORITY OF THE CITY OF EDINBURG**

By: \_\_\_\_\_  
Rodolfo "Rudy" Ramirez

Print Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**ELSA HOUSING AUTHORITY OF THE CITY OF ELSA**

By: \_\_\_\_\_

Margaret Moreno

Print Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_

Name, Title

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO**

By: \_\_\_\_\_

Mike Lopez

Print Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_

Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**LA JOYA HOUSING AUTHORITY OF THE CITY OF LA JOYA**

By: \_\_\_\_\_

Juan Garza

Print Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_

Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**McALLEN HOUSING AUTHORITY OF THE CITY OF McALLEN**

By: \_\_\_\_\_

Arnold Padilla

Print Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_

Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**MERCEDES HOUSING AUTHORITY OF THE CITY OF MERCEDES**

By: \_\_\_\_\_

Horacio Pequeno

Print Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_

Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**MISSION HOUSING AUTHORITY OF THE CITY OF MISSION**

By: \_\_\_\_\_

Joel A. Gonzalez

Print Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_

Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**PHARR HOUSING AUTHORITY OF THE CITY OF PHARR**

By: \_\_\_\_\_

Noel De Leon

Print Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_

Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**SAN JUAN HOUSING AUTHORITY OF THE CITY OF SAN JUAN**

By: \_\_\_\_\_

Ruben Zavala

Print Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_

Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**PROGRAM PARTICIPANT**

**WESLACO HOUSING AUTHORITY OF THE CITY OF WESLACO**

By: \_\_\_\_\_

Ruben Villarreal

Print Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_

Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel Name, Title

**EXHIBIT A  
ROLES AND RESPONSIBILITIES**

| <b>TASK</b>  | <b>CHAIR</b>                               | <b>PARTICIPANTS</b>                        |
|--|--|--|
| <b><u>Coordinator and Point of Contact:</u></b> Serves to identify meeting locations; notify program participants; keeps record of meetings and actions          | City of Mission                            |  |
| <b><u>Fiscal Agent:</u></b> Serves as accounts receivable and payable related to the cost of development   | Hidalgo County – Urban County Program      |  |
| <b><u>Prior Actions and Goals:</u></b><br>Compilation of previous Analysis of Impediments and Actions  | City of McAllen                            | Executive Committee Members                |
| <b><u>Survey Coordination:</u></b><br>Management of Committee Surveys and Maintains Timely Schedule  | City of Edinburg                           |  |
| <b><u>Public Hearings, Outreach and Marketing:</u></b> Compile Outreach Efforts, Reviews Publications  | City of McAllen                            | Executive Committee Members                |
| <b><u>Maps and Tools:</u></b> Utilizes HUD provided Maps and Tools; Utilizes Census Bureau Data; Identifies pertinent information                                | Hidalgo County – Urban County Program      | Housing Authority for the City of Donna    |
|  | Housing Authority for the City of McAllen  | City of Edinburg                           |
| <b><u>School Committee:</u></b> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator       | Housing Authority for the City of Edinburg | City of Mission                            |
|  |  | Housing Authority for the City of Mercedes |
| <b><u>Job/Labor Committee:</u></b><br>Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator | City of Pharr                              | City of Mission                            |
|  |  | Housing Authority of the City of Edcouch   |
|  |  | Housing Authority of the City of Elsa      |
| <b><u>Transit/Transportation Committee:</u></b> Create   | City of Pharr                              | Housing Authority for the City of Donna    |

|   |  |   |
|---|--|---|
| applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator   |  | Housing Authority of the City of Mission    |
|   |  | Housing Authority of the County of Hidalgo  |
| <b>TASK</b>   | <b>CHAIR</b>                               | <b>PARTICIPANTS</b>                         |
| <b><u>Poverty Committee:</u></b> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator                                       | Housing Authority of the County of Hidalgo | Housing Authority for the City of Alamo     |
|   |  | Housing Authority for the City of McAllen   |
|   |  | Housing Authority of the City of Edcouch    |
| <b><u>Environmental Health and Issues Committee:</u></b> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator               | Housing Authority for the City of Mission  | Housing Authority for the County of Hidalgo |
|   |  | Hidalgo County – Urban County Program       |
|   | City of Mission                            | Housing Authority of the City of Elsa       |
|   |  | Housing Authority of the City of San Juan   |
| <b><u>Housing Coordinator:</u></b> Creates applicable survey instrument*; identifies recipients; provides survey; compiles data regarding housing and subcommittee; reports to Survey Coordinator | Housing Authority of the City of Edinburg  | Housing Authority for the City of Weslaco   |
|   |  | Housing Authority for the City of Mercedes  |
|   | City of Edinburg                           | Housing Authority for the City of La Joya   |
|   |  | Housing Authority for the City of Pharr     |
|   |  | Housing Authority for the City of Hidalgo   |
| <b><u>Disproportionate Needs Subcommittee:</u></b> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Housing Coordinator                    | Housing Authority of the City of McAllen   | Housing Authority for the City of Weslaco   |
|   |  | Housing Authority for the City of Mercedes  |
|   |  | Housing Authority for the City of La Joya   |
| <b><u>Publicly Supported Housing:</u></b> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Housing Coordinator                             | Housing Authority of the City of Pharr     | Housing Authority of the City of Hidalgo    |
|   |  | Housing Authority of the City of Alamo      |
|   |  | City of Pharr                               |

|  |                                       |   |
|--|---------------------------------------|---|
| <b><u>Disability Needs and Gaps:</u></b><br>Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator | Hidalgo County – Urban County Program | Housing Authority of the City of McAllen  |
|  |                                       | Housing Authority of the City of Mission  |
|  |                                       | City of Pharr                             |
|  |                                       | Housing Authority of the City of San Juan |
| <b>TASK</b>  | <b>CHAIR</b>                          | <b>PARTICIPANTS</b>                       |
| <b><u>Narrative Development:</u></b><br>Compose draft and final documents  | Hidalgo County – Urban County Program | City of McAllen                           |
|  |                                       | Housing Authority of the City of McAllen  |
|  |                                       | Housing Authority of the City of Edinburg |
| <b><u>FH Enforcement: Metrics and Milestones:</u></b> Create proposed actions; reports activity in subsequent years  | City of McAllen                       | Hidalgo County – Urban County Program     |
|  |                                       | Housing Authority of the City of McAllen  |

\* Surveys must, at minimum, address prompts and questions in the checklist/AFH Tool

## **EXHIBIT B COST ALLOCATION**

Executive Committee members shall equally reimburse Lead Entity 80% of the development and submission costs, irrespective of own Citizen Participation requirements. All other Program Participants shall equally bear the remaining 20% of development and submission costs, irrespective of own Citizen Participation requirements.

Lead Entity shall present to Executive Committee itemized costs every two months.

Lead Entity shall present to the Executive Committee any cost exceeding \$10,000 prior to encumbering such expense.

Lead Entity shall serve as fiscal agent, billing agent and accounts payable to approved vendors and suppliers.