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Sent To City of Palmhurst  
 Street, Apt. No.,  
 or PO Box No. 4417 N. Shary Road  
 City, State, ZIP+4 Palmhurst, TX 78574

PS Form 3800, August 2005 See Reverse for Instructions

**COMPLETE THIS SECTION**

Items 1, 2, and 3. Also complete Restricted Delivery is desired. Name and address on the reverse in return the card to you. Forward to the back of the mailpiece, if it space permits.

Delivered to:  
Palmhurst  
4417 Shary Road  
Palmhurst, TX 78574

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee  
*[Signature]*

B. Received by (Printed Name) Richard Garcia

C. Date of Delivery

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4. Restricted Delivery? (Extra Fee)  Yes

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## URBAN COUNTY PROGRAM

427 E. Duranta Ave., Suite 107 • Alamo, Texas 78516 • (956) 787-8127 FAX (956) 318-2988  
E-mail: ucp@co.hidalgo.tx.us

May 2, 2017

Honorable Mayor Ramiro Rodriguez, Jr.  
City of Palmhurst  
4417 N. Shary Road  
Palmhurst, Texas 78574

Certificate Receipt # 7014 1200 0001 7446 6784

RE: URBAN COUNTY REQUALIFICATION FOR FISCAL YEARS 2018-2020

Dear Mayor Rodriguez:

Pursuant to the HUD CPD-17-03 Notice regarding instructions and new Fair Housing and civil rights requirements for Urban County requalification, the County of Hidalgo is proceeding to requalify to receive Urban County designation as defined by the U.S. Department of Housing and Urban Development for the fiscal years 2018-2020. The process begins with the transmittal of this letter. As part of the process, the County of Hidalgo hereby notifies your City of the following:

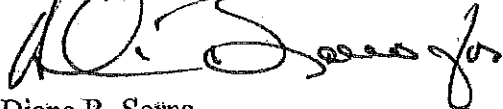
1. The County of Hidalgo possesses the essential powers to carry out community development and housing assistance activities within your City without the consent of the governing body of your City.
2. The City has the right to be excluded from the Urban County and, in doing so, would be eligible to apply to the State's Small Cities Program for funding of Community Development Block Grant funds.
3. If the City so elects to become a part of the Urban County, it will do so for the duration of the three (3) year period (2018-2020) and would not be eligible for funding under the State's Small Cities Program.
4. In electing to be a part of the Urban County, the City will automatically participate in the HOME Investment Partnership Program through the Urban County and cannot apply for State HOME funds.
5. In electing to be a part of the Urban County, the City will automatically participate in the Emergency Shelter Grant through the Urban County and cannot apply for State ESG funds.
6. If the City agrees to be a part of the Urban County, the City agrees to sign a cooperation agreement allowing the County to use the City's population for the Urban County designation population requirements, and agrees to sign annual agreements for the administration of Urban County funds.

Any unit of local government, which chooses to be excluded from the Urban County, must notify the County of Hidalgo and the U.S. Department of Housing and Urban Development. Please note that said notification must be made to the County of Hidalgo to the attention of Diana R. Serna, Urban County Program Director, 427 E. Duranta Ave., Suite 107, Alamo, TX 78516. Notification to the U.S. Department of Housing and Urban Development must be made to Elva F. Garcia, CPD Director, H.F. Garcia Federal Bldg/US Courthouse, 615 E. Houston Street, Suite 347, San Antonio, TX 78205. This notification must be done in writing no later than **May 22, 2017**.

In light of there being no Cooperation Agreement between the City and the County for the previous 3 year qualification period, the City is notified that it must provide documentation specifically requesting that it be excluded from participation in the Urban County Program if it so wishes by May 22, 2017.

If any you have any questions, please do not hesitate to call Mr. Antonio Barco, Deputy Director or myself at (956) 787-8127.

Sincerely,



Diana R. Serna  
Urban County Director

cc: Antonio Barco, Deputy Director

Enclosure:

Cooperation Agreement  
Excessive Force Resolution

STATE OF TEXAS            {  
                                  {  
COUNTY OF HIDALGO        {

**COOPERATION AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Palmhurst**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

**WITNESSETH**

**WHEREAS**, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

**WHEREAS**, The County is willing to include all of the City's population in the Grant Application; and

**WHEREAS**, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

**WHEREAS**, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

**WHEREAS**, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That the County and the City do mutually agree as follows:

## **SECTION 1**

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

## **SECTION II**

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

## **SECTION III**

The City and County agree to take all actions deemed necessary by the county, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county 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, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws (e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

#### **SECTION IV**

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

#### **SECTION V**

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent 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 non-violent civil rights demonstrations within its jurisdiction.

#### **SECTION VI**

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

## **SECTION VII**

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

## **SECTION VIII**

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

## **SECTION IX**

County or City may not sell, trade or otherwise transfer all or any portion of 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 for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

## **SECTION X**

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

## **SECTION XI**

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

## **SECTION XII**

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

## **SECTION XIII**

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this agreement not specifically set forth herein. This agreement may be modified or amended only by an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

**COUNTY OF HIDALGO**

ATTESTED BY:

_____	_____	_____	_____
Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

**CITY OF PALMHURST**

ATTESTED BY:

_____	_____	_____	_____
City Secretary	Date	Mayor Ramiro Rodriguez, Jr.	Date

**CERTIFICATE OF COUNTY LEGAL COUNSEL**

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez L.L.P.

BY: \_\_\_\_\_  
Stephen L. Crain  
Legal Counsel County of Hidalgo  
Commissioners' Court

\_\_\_\_\_  
Date

APPROVED BY:  
COMMISSIONERS' COURT  
ON: \_\_\_\_\_

# **City of Palmhurst**

## **Excessive Force Resolution**

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Palmhurst, Hidalgo County, State of Texas, as follows:

### **ARTICLE I**

It is the policy of the City of Palmhurst to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Palmhurst also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

### **ARTICLE II**

It is the policy of the City of Palmhurst to enforce this policy to the full extent allowed by law.

### **ARTICLE III**

Passed and adopted by the City Commission of the City of Palmhurst, Hidalgo County, State of Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor, City of Palmhurst  
Hidalgo County, Texas

Attest:

\_\_\_\_\_  
City Secretary

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
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7014 1200 0001 7446 6807

**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To City of Penitas  
 Street, Apt. No., or PO Box No. PO Box 204  
 City, State, ZIP+4 Penitas, TX 78576

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature <input checked="" type="checkbox"/> <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:  <u>City of Penitas</u> <u>PO Box 204</u> <u>Penitas, TX. 78576</u>		B. Received by (Printed Name) <u>George A.</u>	
		C. Date of Delivery <u>08/10</u>	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input checked="" type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		<u>7014 1200 0001 7446 6807</u>	



## URBAN COUNTY PROGRAM

427 E. Duranta Ave., Suite 107 • Alamo, Texas 78516 • (956) 787-8127 FAX (956) 318-2988  
E-mail: ucp@co.hidalgo.tx.us

April 28, 2017

Honorable Mayor Rodrigo Lopez  
City of Peñitas  
P. O. Box 204  
Peñitas, Texas 78576

Certificate Receipt # 7014 1200 0001 7446 6807

RE: URBAN COUNTY REQUALIFICATION FOR FISCAL YEARS 2018-2020

Dear Mayor Lopez:

Pursuant to the HUD CPD-17-03 Notice regarding instructions and new Fair Housing and civil rights requirements for Urban County requalification, the County of Hidalgo is proceeding to requalify to receive Urban County designation as defined by the U.S. Department of Housing and Urban Development for the fiscal years 2018-2020. The process begins with the transmittal of this letter. As part of the process, the County of Hidalgo hereby notifies your City of the following:

1. The County of Hidalgo possesses the essential powers to carry out community development and housing assistance activities within your City without the consent of the governing body of your City.
2. The City has the right to be excluded from the Urban County and, in doing so, would be eligible to apply to the State's Small Cities Program for funding of Community Development Block Grant funds.
3. If the City so elects to become a part of the Urban County, it will do so for the duration of the three (3) year period (2018-2020) and would not be eligible for funding under the State's Small Cities Program.
4. In electing to be a part of the Urban County, the City will automatically participate in the HOME Investment Partnership Program through the Urban County and cannot apply for State HOME funds.
5. In electing to be a part of the Urban County, the City will automatically participate in the Emergency Shelter Grant through the Urban County and cannot apply for State ESG funds.
6. If the City agrees to be a part of the Urban County, the City agrees to sign a cooperation agreement allowing the County to use the City's population for the Urban County designation population requirements, and agrees to sign annual agreements for the administration of Urban County funds.

Any unit of local government, which chooses to be excluded from the Urban County, must notify the County of Hidalgo and the U.S. Department of Housing and Urban Development. Please note that said notification must be made to the County of Hidalgo to the attention of Diana R. Serna, Urban County Program Director, 427 E. Duranta Ave., Suite 107, Alamo, TX 78516. Notification to the U.S. Department of Housing and Urban Development must be made to Elva F. Garcia, CPD Director, H.F. Garcia Federal Bldg/US Courthouse, 615 E. Houston Street, Suite 347, San Antonio, TX 78205. This notification must be done in writing no later than **May 22, 2017**.

In light of the previous Cooperation Agreement between the City and the County not having a specified end date, the City is notified that the Cooperation Agreement will automatically be renewed unless the City submits the proper notifications noted above, again, by **May 22, 2017**.

If any you have any questions, please do not hesitate to call Mr. Antonio Barco, Deputy Director or myself at (956) 787-8127.

Sincerely,



Diana R. Serna  
Urban County Director

xc: Antonio Barco, Deputy Director

Enclosure:

Cooperation Agreement  
Excessive Force Resolution

STATE OF TEXAS            {  
                                  {  
COUNTY OF HIDALGO        {

**COOPERATION AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Peñitas**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

**WITNESSETH**

**WHEREAS**, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

**WHEREAS**, The County is willing to include all of the City's population in the Grant Application; and

**WHEREAS**, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

**WHEREAS**, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

**WHEREAS**, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That the County and the City do mutually agree as follows:

## SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

## SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

## SECTION III

The City and County agree to take all actions deemed necessary by the county, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county 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, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws (e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

#### SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

#### SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent 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 non-violent civil rights demonstrations within its jurisdiction.

#### SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

## **SECTION VII**

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

## **SECTION VIII**

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

## **SECTION IX**

County or City may not sell, trade or otherwise transfer all or any portion of 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 for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

## **SECTION X**

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

## **SECTION XI**

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

## **SECTION XII**

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

## **SECTION XIII**

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this agreement not specifically set forth herein. This agreement may be modified or amended only by an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

**COUNTY OF HIDALGO**

ATTESTED BY:

_____	_____	_____	_____
Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

**CITY OF PEÑITAS**

ATTESTED BY:

_____	_____	_____	_____
City Secretary	Date	Mayor Rodrigo Lopez	Date

**CERTIFICATE OF COUNTY LEGAL COUNSEL**

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez L.L.P.

BY: \_\_\_\_\_

\_\_\_\_\_

Date

Stephen L. Crain  
Legal Counsel County of Hidalgo  
Commissioners' Court

APPROVED BY:  
COMMISSIONERS' COURT  
ON: \_\_\_\_\_

# **City of Peñitas**

## **Excessive Force Resolution**

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Peñitas, Hidalgo County, State of Texas, as follows:

### **ARTICLE I**

It is the policy of the City of Peñitas to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Peñitas also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

### **ARTICLE II**

It is the policy of the City of Peñitas to enforce this policy to the full extent allowed by law.

### **ARTICLE III**

Passed and adopted by the City Commission of the City of Peñitas, Hidalgo County, State of Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

Mayor, City of Peñitas  
Hidalgo County, Texas

Attest:

---

City Secretary

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

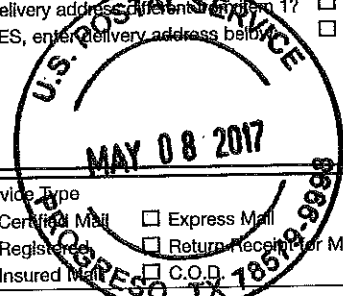
Postmark  
Here

Sent To City of Progreso Lakes  
 Street, Apt. No.,  
 or PO Box No. P.O. Box 760  
 City, State, ZIP+4 Progreso Lakes, TX 78579

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <p><u>City of Progreso Lakes</u>  <u>P.O. Box 760</u>  <u>Progreso Lakes, TX</u>  <u>78579</u></p>	<p>A. Signature <input checked="" type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Maria V. Valdez</u> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                  If YES, enter delivery address below <input type="checkbox"/> No</p> <p>3. Service Type  <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number                  (Transfer from service label)</p>	<p><u>7014 1200 0001 7446 6869</u></p>





## URBAN COUNTY PROGRAM

427 E. Duranta Ave., Suite 107 • Alamo, Texas 78516 • (956) 787-8127 FAX (956) 318-2988  
E-mail: ucp@co.hidalgo.tx.us

May 2, 2017

Honorable Mayor OD Emery  
City of Progreso Lakes  
P. O. Box 760  
Progreso Lakes, Texas 78579

Certificate Receipt # 7014 1200 0001 7446 6869

RE: URBAN COUNTY REQUALIFICATION FOR FISCAL YEARS 2018-2020

Dear Mayor Emery:

Pursuant to the HUD CPD-17-03 Notice regarding instructions and new Fair Housing and civil rights requirements for Urban County requalification, the County of Hidalgo is proceeding to requalify to receive Urban County designation as defined by the U.S. Department of Housing and Urban Development for the fiscal years 2018-2020. The process begins with the transmittal of this letter. As part of the process, the County of Hidalgo hereby notifies your City of the following:

1. The County of Hidalgo possesses the essential powers to carry out community development and housing assistance activities within your City without the consent of the governing body of your City.
2. The City has the right to be excluded from the Urban County and, in doing so, would be eligible to apply to the State's Small Cities Program for funding of Community Development Block Grant funds.
3. If the City so elects to become a part of the Urban County, it will do so for the duration of the three (3) year period (2018-2020) and would not be eligible for funding under the State's Small Cities Program.
4. In electing to be a part of the Urban County, the City will automatically participate in the HOME Investment Partnership Program through the Urban County and cannot apply for State HOME funds.
5. In electing to be a part of the Urban County, the City will automatically participate in the Emergency Shelter Grant through the Urban County and cannot apply for State ESG funds.
6. If the City agrees to be a part of the Urban County, the City agrees to sign a cooperation agreement allowing the County to use the City's population for the Urban County designation population requirements, and agrees to sign annual agreements for the administration of Urban County funds.

Any unit of local government, which chooses to be excluded from the Urban County, must notify the County of Hidalgo and the U.S. Department of Housing and Urban Development. Please note that said notification must be made to the County of Hidalgo to the attention of Diana R. Serna, Urban County Program Director, 427 E. Duranta Ave., Suite 107, Alamo, TX 78516. Notification to the U.S. Department of Housing and Urban Development must be made to Elva F. Garcia, CPD Director, H.F. Garcia Federal Bldg/US Courthouse, 615 E. Houston Street, Suite 347, San Antonio, TX 78205. This notification must be done in writing no later than **May 22, 2017**.

In light of there being no Cooperation Agreement between the City and the County for the previous 3 year qualification period, the City is notified that it must provide documentation specifically requesting that it be excluded from participation in the Urban County Program if it so wishes by May 22, 2017.

If any you have any questions, please do not hesitate to call Mr. Antonio Barco, Deputy Director or myself at (956) 787-8127.

Sincerely,



Diana R. Serna  
Urban County Director

xc: Antonio Barco, Deputy Director

Enclosure:

Cooperation Agreement  
Excessive Force Resolution

STATE OF TEXAS            {  
                                  {  
COUNTY OF HIDALGO        {

**COOPERATION AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Progreso Lakes**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City",

**WITNESSETH**

**WHEREAS**, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

**WHEREAS**, The County is willing to include all of the City's population in the Grant Application; and

**WHEREAS**, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

**WHEREAS**, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

**WHEREAS**, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That the County and the City do mutually agree as follows:

## SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

## SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

## SECTION III

The City and County agree to take all actions deemed necessary by the county, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county 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, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws (e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

#### **SECTION IV**

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

#### **SECTION V**

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent 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 non-violent civil rights demonstrations within its jurisdiction.

#### **SECTION VI**

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

## **SECTION VII**

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

## **SECTION VIII**

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

## **SECTION IX**

County or City may not sell, trade or otherwise transfer all or any portion of 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 for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

## **SECTION X**

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

## **SECTION XI**

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

## **SECTION XII**

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

## **SECTION XIII**

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this agreement not specifically set forth herein. This agreement may be modified or amended only by an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

**COUNTY OF HIDALGO**

ATTESTED BY:

_____	_____	_____	_____
Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

**CITY OF PROGRESO LAKES**

ATTESTED BY:

_____	_____	_____	_____
City Secretary	Date	Mayor OD Emery	Date

**CERTIFICATE OF COUNTY LEGAL COUNSEL**

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez L.L.P.

BY: \_\_\_\_\_

\_\_\_\_\_

Date

Stephen L. Crain  
Legal Counsel County of Hidalgo  
Commissioners' Court

APPROVED BY:  
COMMISSIONERS' COURT  
ON: \_\_\_\_\_

# **City of Progreso Lakes Excessive Force Resolution**

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Progreso Lakes, Hidalgo County, State of Texas, as follows:

## **ARTICLE I**

It is the policy of the City of Progreso Lakes to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Progreso Lakes also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

## **ARTICLE II**

It is the policy of the City of Progreso Lakes to enforce this policy to the full extent allowed by law.

## **ARTICLE III**

Passed and adopted by the City Commission of the City of Progreso Lakes, Hidalgo County, State of Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor, City of Progreso Lakes  
Hidalgo County, Texas

Attest:

\_\_\_\_\_  
City Secretary

**U.S. Postal Service™**  
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**OFFICIAL USE**

7014 1200 0001 7446 6838

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To City of San Juan  
 Street, Apt. No.,  
 or PO Box No. 709 S. Nebraska  
 City, State, ZIP+4 San Juan, TX 78589

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of San Juan  
709 S. Nebraska  
San Juan, TX 78589

2. Article Number  
 (Transfer from service label)

7014 1200 0001 7446 6838

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature X T B  Agent  
 Addressee

B. Received by (Printed Name) \_\_\_\_\_ C. Date of Delivery \_\_\_\_\_

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509



## URBAN COUNTY PROGRAM

427 E. Duranta Ave., Suite 107 • Alamo, Texas 78516 • (956) 787-8127 FAX (956) 318-2988  
E-mail: ucp@co.hidalgo.tx.us

April 28, 2017

Honorable Mayor San Juanita Sanchez  
City of San Juan  
709 S. Nebraska  
San Juan, Texas 78589

Certificate Receipt # 7014 1200 0001 7446 6838

RE: URBAN COUNTY REQUALIFICATION FOR FISCAL YEARS 2018-2020

Dear Mayor Sanchez:

Pursuant to the HUD CPD-17-03 Notice regarding instructions and new Fair Housing and civil rights requirements for Urban County requalification, the County of Hidalgo is proceeding to requalify to receive Urban County designation as defined by the U.S. Department of Housing and Urban Development for the fiscal years 2018-2020. The process begins with the transmittal of this letter. As part of the process, the County of Hidalgo hereby notifies your City of the following:

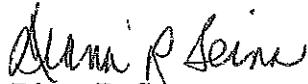
1. The County of Hidalgo possesses the essential powers to carry out community development and housing assistance activities within your City without the consent of the governing body of your City.
2. The City has the right to be excluded from the Urban County and, in doing so, would be eligible to apply to the State's Small Cities Program for funding of Community Development Block Grant funds.
3. If the City so elects to become a part of the Urban County, it will do so for the duration of the three (3) year period (2018-2020) and would not be eligible for funding under the State's Small Cities Program.
4. In electing to be a part of the Urban County, the City will automatically participate in the HOME Investment Partnership Program through the Urban County and cannot apply for State HOME funds.
5. In electing to be a part of the Urban County, the City will automatically participate in the Emergency Shelter Grant through the Urban County and cannot apply for State ESG funds.
6. If the City agrees to be a part of the Urban County, the City agrees to sign a cooperation agreement allowing the County to use the City's population for the Urban County designation population requirements, and agrees to sign annual agreements for the administration of Urban County funds.

Any unit of local government, which chooses to be excluded from the Urban County, must notify the County of Hidalgo and the U.S. Department of Housing and Urban Development. Please note that said notification must be made to the County of Hidalgo to the attention of Diana R. Serna, Urban County Program Director, 427 E. Duranta Ave., Suite 107, Alamo, TX 78516. Notification to the U.S. Department of Housing and Urban Development must be made to Elva F. Garcia, CPD Director, H.F. Garcia Federal Bldg/US Courthouse, 615 E. Houston Street, Suite 347, San Antonio, TX 78205. This notification must be done in writing no later than **May 22, 2017**.

In light of the previous Cooperation Agreement between the City and the County not having a specified end date, the City is notified that the Cooperation Agreement will automatically be renewed unless the City submits the proper notifications noted above, again, by May 22, 2017.

If any you have any questions, please do not hesitate to call Mr. Antonio Barco, Deputy Director or myself at (956) 787-8127.

Sincerely,



Diana R. Serna  
Urban County Director

xc: Antonio Barco, Deputy Director

Enclosure:

Cooperation Agreement  
Excessive Force Resolution

STATE OF TEXAS            {  
                                      {  
COUNTY OF HIDALGO        {

**COOPERATION AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of San Juan**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

**WITNESSETH**

**WHEREAS**, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

**WHEREAS**, The County is willing to include all of the City's population in the Grant Application; and

**WHEREAS**, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

**WHEREAS**, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

**WHEREAS**, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That the County and the City do mutually agree as follows:

## **SECTION 1**

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

## **SECTION II**

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

## **SECTION III**

The City and County agree to take all actions deemed necessary by the county, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county 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, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

#### **SECTION IV**

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

#### **SECTION V**

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent 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 non-violent civil rights demonstrations within its jurisdiction.

#### **SECTION VI**

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

## **SECTION VII**

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

## **SECTION VIII**

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

## **SECTION IX**

County or City may not sell, trade or otherwise transfer all or any portion of 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 for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

## **SECTION X**

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

## **SECTION XI**

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

## **SECTION XII**

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

## **SECTION XIII**

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this agreement not specifically set forth herein. This agreement may be modified or amended only by an agreement in writing executed by County and City and not otherwise.

**IN WITNESS WHEREOF**, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

**COUNTY OF HIDALGO**

ATTESTED BY:

_____	_____	_____	_____
Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

**CITY OF SAN JUAN**

ATTESTED BY:

_____	_____	_____	_____
City Secretary	Date	Mayor San Juanita Sanchez	Date

**CERTIFICATE OF COUNTY LEGAL COUNSEL**

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez L.L.P.

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Stephen L. Crain  
Legal Counsel County of Hidalgo  
Commissioners' Court

APPROVED BY:  
COMMISSIONERS' COURT  
ON: \_\_\_\_\_

# **City of San Juan**

## **Excessive Force Resolution**

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of San Juan, Hidalgo County, State of Texas, as follows:

### **ARTICLE I**

It is the policy of the City of San Juan to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of San Juan also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

### **ARTICLE II**

It is the policy of the City of San Juan to enforce this policy to the full extent allowed by law.

### **ARTICLE III**

Passed and adopted by the City Commission of the City of San Juan, Hidalgo County, State of Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Mayor, City of San Juan  
Hidalgo County, Texas

Attest:

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City Secretary