

FILED
AT 12:30 O'CLOCK P.M.
NOV 29 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
DEPUTY

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 25th day of October, 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:


Arturo Guajardo, Jr. County Clerk


By: 
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 10/25/16 gra

**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**

TASK	CHAIR	PARTICIPANTS
<u>Coordinator and Point of Contact:</u> Serves to identify meeting locations; notify program participants; keeps record of meetings and actions	City of Mission	
<u>Fiscal Agent:</u> Serves as accounts receivable and payable related to the cost of development	Hidalgo County – Urban County Program	
<u>Prior Actions and Goals:</u> Compilation of previous Analysis of Impediments and Actions	City of McAllen	Executive Committee Members
<u>Survey Coordination:</u> Management of Committee Surveys and Maintains Timely Schedule	City of Edinburg	
<u>Public Hearings, Outreach and Marketing:</u> Compile Outreach Efforts, Reviews Publications	City of McAllen	Executive Committee Members
<u>Maps and Tools:</u> 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
<u>School Committee:</u> 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
<u>Job/Labor Committee:</u> 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
<u>Transit/Transportation Committee:</u> 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
TASK	CHAIR	PARTICIPANTS
<u>Poverty Committee:</u> 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
<u>Environmental Health and Issues Committee:</u> 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
	City of Mission	Hidalgo County – Urban County Program
<u>Housing Coordinator:</u> 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
	City of Edinburg	Housing Authority for the City of Mercedes
<u>Disproportionate Needs Subcommittee:</u> 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
<u>Publicly Supported Housing:</u> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Housing Coordinator	Housing Authority of the City of Pharr	Housing Authority for the City of La Joya
		Housing Authority of the City of Hidalgo
		Housing Authority of the City of Alamo
		City of Pharr

<u>Disability Needs and Gaps:</u> 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
TASK	CHAIR	PARTICIPANTS
<u>Narrative Development:</u> 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
<u>FH Enforcement: Metrics and Milestones:</u> 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.