

STATE OF TEXAS
COUNTY OF BEXAR

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COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM
COOPERATIVE AGREEMENT

This agreement (the “Agreement”) is entered into by and between Bexar County (“COUNTY”), a political subdivision of the State of Texas, and **City of Schertz** (“CITY”), a municipal corporation under the laws of the State of Texas (also, individually, a “Party” or, collectively, the “Parties”).

RECITALS

1. Pursuant to Texas Local Government Code Chapter 373 and Section 381.003, Texas cities and counties are authorized to conduct essential housing and community development activities; and pursuant to Texas Government Code Chapter 791, Texas cities and counties are authorized to enter into cooperative agreements.
2. The specific purpose of the Housing and Community Development Act of 1974, as amended, is the development of viable communities.
3. CITY has chosen to have its population included as a portion of COUNTY’s population in COUNTY’s “Urban County” applications to the U.S. Department of Housing and Urban Development (“HUD”) for the Community Development Block Grant (“CDBG”) Program, the HOME Investment Partnership (“HOME”) Program, and Emergency Solutions Grants (“ESG”) Program (collectively, the “Grant Applications”), and COUNTY is willing to include CITY’s population in the Grant Applications.
4. COUNTY wants to be designated as an “Urban County” by HUD in order to receive a formula share of program funds, provided that COUNTY has a population of 100,000 (excluding the population of its metropolitan cities) and has combined population of at least 200,000 included in its unincorporated areas and its included units of general local governments for essential Community Development and Housing-Assistance activities.

ARTICLE I **POPULATIONS COMBINED**

1.01 CITY authorizes COUNTY to include CITY’s population in the Grant Applications in order to qualify for a formula share of the entitlement funds through HUD’s CDBG, HOME, and ESG Programs; and COUNTY agrees to include the same in the Grant Applications.

ARTICLE II

TERM

2.01 **Term.** This Agreement is effective for the three-year qualification period of Fiscal Years 2022, 2023, and 2024. This Agreement remains in effect until the CDBG, HOME, and ESG Program funds and income received with respect to the three-year qualification period and any successive qualification periods are expended and the funded activities are completed, and the Parties may not terminate or withdraw from this Agreement while it remains in effect.

2.02 **Automatic Renewal.** This Agreement will automatically renew for each new three-year Urban County qualification period, unless CITY or COUNTY provides written notice of its intention to end its participation in this Agreement to the other Party before the end of a three-year qualification period. The termination notice must also be sent to the HUD Field Office.

2.03 **Amendments.** No amendment, modification, or alteration of the terms of this Agreement will be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

2.04 **Termination.** COUNTY agrees to notify CITY in writing of its right to elect not to participate in a new qualification period by the date specified in the HUD's Urban County Qualification Notice for each new qualification period. A copy of COUNTY's notification to the jurisdiction must also be sent to the HUD Field Office.

2.05 **Default.** Failure by either Party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a new qualification period, and to submit the amendment to HUD, will void the automatic renewal of this Agreement.

ARTICLE III

HUD REQUIREMENTS

3.01 **Cooperation.** The Parties will cooperate to undertake, or assist in undertaking, community renewal and lower-income-housing-assistance activities.

3.02 **Compliance with Specific Statutes.**

A. **Urban-County-Certification.** The Parties will take all actions necessary to assure compliance with the Urban County's certification 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, and implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing

regulations at 24 CFR part 100, will affirmatively further fair housing. The Parties will take all actions necessary to assure compliance with the Urban County's certification required by section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. The Parties will also comply with any other applicable laws.

B. Environmental and Civil-Rights. The Parties will take all required actions to comply with the provisions of the National Environment Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

3.03 **Furtherance of Fair Housing.** COUNTY prohibits CDBG, HOME or ESG Program funding for activities in or in support of CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes COUNTY's actions to comply with its Fair Housing Plan and fair housing certification.

3.04 **Excessive-Force Policies.** COUNTY and CITY have adopted and are enforcing:

- 1) a policy prohibiting the use of excessive force by law enforcement agencies with its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- 2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within the jurisdiction.

3.05 **No Veto of Plan.** Neither Party to this Agreement may veto or in any other way obstruct the implementation of the approved Consolidated Plan (the "Plan") during the period for which COUNTY is seeking to qualify as an Urban County, nor may either Party be required to undertake any activities not specifically in the Plan. In addition, nothing contained in this Agreement will deprive any municipality or other unit of local government of any powers of zoning, development control or other lawful authority which it presently possesses.

3.06 **CITY is Subrecipient.** Pursuant to 24 CFR 570.501 (b), CITY is subject to the same requirements applicable to subrecipients, including the requirements for a written

agreement set forth in 24 CFR 570.503.

3.07 **No Transfer of Funds.** CITY may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

3.08 **Urban County Program Responsibilities.** COUNTY will adhere to HUD requirements regarding public hearings and will have final responsibility for selection of projects, the filing of annual grant request, and the preparation of annual performance reports.

3.09 **State CDBG Program.** CITY may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in COUNTY's CDBG program.

3.10 **HOME Program Allocation.** CITY may receive a formula allocation under the HOME Program only through the urban county.

3.11 **ESG Program Allocation.** CITY may receive a formula allocation under the ESG Program only through the urban county.

ARTICLE IV **COMPLIANCE WITH LAWS**

4.01 It is the legal opinion of counsel for COUNTY, the Bexar County Criminal District Attorney, that the terms and provisions of the agreement are fully authorized under all applicable State and Local Law and that the agreement provides full legal authority for the COUNTY to undertake the responsibilities and obligations, which are the subject of this agreement. This legal opinion is affirmed by the signature of the assigned Assistant District Attorney provided herein.

ARTICLE V **CURRENT REVENUES**

5.01 Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

ARTICLE VI
NOTICES

6.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY: Bexar County Judge
 Paul Elizondo Tower
 101 W. Nueva, Suite 1019
 San Antonio, Texas 78205

TO CITY: Mayor of Schertz
 1400 Schertz Parkway, Bldg 4
 Schertz, TX 78154

THIS AGREEMENT IS MADE AND EXECUTED IN DUPLICATE ORIGINALS ON THE DATE OF THE LAST SIGNATURE BELOW.

COUNTY OF BEXAR

CITY OF SCHERTZ

By: _____
Nelson W. Wolff
County Judge

By: _____
Ralph Gutierrez
Mayor

Date: _____

Date: _____

ATTEST:

By: _____
City Secretary

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

By: _____
Juan A. Roque
Assistant District Attorney
Civil Division

By: _____
City Attorney

APPROVED AS TO FINANCIAL CONTENT:

By: _____
Leo S. Caldera, CIA, CGAP
County Auditor

By: _____
David Smith
County Manager

APPROVED:

By: _____
Deborah Carter
Director
Economic Development