

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**COMMUNITY DEVELOPMENT BLOCK GRANT
COOPERATION AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Williamson, a political subdivision of the State of Texas, hereafter referred to as "County" and the City of Coupland, 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 Community Development Block Grant Program and the HOME investment Partnership Program, said applications being hereinafter sometimes referred to as the "Grants Applications"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Applications; 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, Williamson County desires to be designated 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 and Assistance activities.

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

SECTION I

The City agrees to allow the County to include the City's population in order to qualify 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 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.

This agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program, or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

By executing this agreement, the City understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds, if the state allows.); and
3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county 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 publicly assisted housing activities pursuant to this Agreement. Such activities include but are not limited to these activities included in the Annual One Year 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. The parties agree, further, to cooperate in all other activities listed as "Community Development Program Activities Eligible for Assistance" under Public Law 93-383, The Housing and Community Development Act of 1974, Title I, Section 105, listed as "Eligible Activities" under the CFR, Title 24, Chapter V Part 570, as amended, Community Development Block Grants, should any of these activities be identified to be carried out in the City.

SECTION III

All activities to be carried out with annual Community Development Block Grant funds and HOME Investment Partnership Program funds, should the Grant Applications be approved, will be carried out during the three fiscal years following approval of said applications, including such additional time as may be required for the expenditure of 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 the City that such program income must be paid to the County unless the City has been authorized by prior written Agreement from the 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 the 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, the

City's change of status or the discontinued use of Program funds for approved activities, and program income that is on hand or received subsequent to the closeout or change of status shall be paid to the County.

SECTION IV

Neither party to the Agreement may veto or in any way obstruct the implementation of the approved Consolidate 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 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 V

The City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years in which this agreement is in effect. Further, the City may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation during the fiscal years in which this agreement is in effect.

SECTION VI

This agreement shall be effective for the remaining year of the qualification period of Fiscal Years 2013-2015 and it will automatically be renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period. By the date specified in HUD's urban county qualification notice for the next qualification period, the County will notify the City in writing of its right not to participate.

Each party shall adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and shall submit such amendment to HUD as provided in the urban county qualification notice (see Section IV, Documents to be Submitted to HUD, paragraph E of HUD's Notice: CPD -14-07, Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2015-2017) and failure to comply will void the automatic renewal for such qualification period. 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 the U.S. Department of Housing and Urban Development, shall void the automatic renewal of this agreement for such qualification period.

This agreement shall remain in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed. The County and City cannot terminate or withdraw from this agreement while it remains in effect, unless the County fails to qualify as an urban county.

SECTION VII

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 or 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 qualifications, the County shall not be held liable for any obligation or expenses incurred by the City.

SECTION VIII

This agreement remains in effect until the CDBG and HOME funds and income received with respect to the three-year qualification period and any successive qualification periods are expended and the funded activities completed, and the County and participating unit of general local government may not terminate or withdraw from this agreement while it remains in effect.

SECTION IX

It is understood by the City and County that the County will adhere to HUD requirements regarding the public hearings and will have final responsibility for selection of projects, the filing of annual grant requests and the preparation of annual performance reports.

SECTION X

The County and the City agree to 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, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), or other applicable laws and affirmatively further fair housing. It is prohibited to use urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.

SECTION XI

This agreement may be voided if (1) the City is advised by HUD, prior to the completion of the current requalification process, that the City is eligible to become a metropolitan city; (2) the City elects to take its entitlement status; and (3) the City provides the County and HUD with notice of its election to take its entitlement status prior to the completion of the current requalification process. If, prior to the completion of the County's current requalification process, (1) the City has not been advised by HUD that it is eligible to become a metropolitan city; (2) the City has not elected to take its entitlement status and (3) the City has not provided the County and HUD with notice of its election to take its entitlement status, this agreement shall not be voidable and the City must remain a part of the County Entitlement for the entire three-year period of the county's qualification, regardless of population.

SECTION XII

The County and the City agree to take all required actions to comply with the provisions of the National Environmental 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.

SECTION XIII

Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

SECTION XIV

The County and the participating units of general local government have adopted and are enforcing:

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

SECTION XV

The 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.

SECTION XVI

This agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by counsel for the County.


SECTION XVII

No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated, subsequent to the date hereof, and duly executed by the parties hereto.

IN WITNESS THEREOF, the Agreement is executed in duplicate originals this 20th day of August, A.D., 2014. STB

COUNTY OF WILLIAMSON

BY:


County Judge


City Official - (Mayor or Chief Executive Officer)

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

County Attorney

BY: _____