

## **AGREEMENT of COOPERATION for CDBG/HOME/ESG PROGRAMS**

**WHEREAS**, the 93<sup>rd</sup> Session of the Congress passed, and the President of the United States signed into law, the Housing and Community Development Act of 1974 (PL93-383) which created the Urban County Community Development Block Grant (CDBG) program; and

**WHEREAS**, Dallas County, Texas, is applying to the U.S. Department of Housing and Urban Development (HUD) for Urban County CDBG entitlement status; and

**WHEREAS**, in order to qualify for this status, Dallas County must enter into cooperation agreements with local governments and have the collective population of the County's unincorporated area and the participating local governments total at least 100,000 people; and

**WHEREAS**, Texas cities and counties are authorized under Chapter 373, Local Government Code, and Section 381.003, Local Government Code, to conduct essential Housing and Community Development activities; and

**WHEREAS**, Texas cities and counties are authorized under Chapter 791, Government Code, to enter into cooperation agreements with one another.

### **NOW, THEREFORE, BE IT RESOLVED THAT:**

The City of Farmers Branch (hereinafter, "City") supports the efforts of Dallas County, Texas to qualify as an Urban County for the Urban County CDBG program and asks that its population be included in such a program beginning for Federal Fiscal Years 2018, 2019, and 2020.

This Cooperation Agreement covers the CDBG entitlement program and when applicable, the HOME Investment Partnership, and Emergency Solutions Grant (ESG) programs.

This Agreement remains in effect until the CDBG (and where applicable, HOME and ESG) funds and program income received with respect to the three-year qualification period are expended and the funded activities completed, and that the County and City may not terminate or withdraw from the Agreement while the Agreement remains in effect.

The City understands that by executing this CDBG Cooperation Agreement it:

1. May not apply for grants from under the Small Cities or State CDBG Program from appropriations for fiscal years during the period in which it is participating in the Urban County CDBG program; and

2. May receive a formula allocation under the HOME program only through the Urban County. May not participate in a HOME consortium except through the Urban County, and may not form a HOME consortium with other local governments regardless of whether the Urban County received a HOME formula allocation.
3. May receive a formula allocation under the ESG Program only through the Urban County.

Dallas County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

Dallas County and the City shall take all actions necessary to assure compliance with the Urban County certification required by Section 104(b) of the Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing Title VIII of the Civil Rights Act of 1968 and other applicable laws.

Dallas County and the City shall take all actions necessary to assure compliance with section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975.

Dallas County and the City understand and agree that Urban County funding will not be provided 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 County fair housing certifications.

The City understands and agrees, that in accordance with 24 CFR 570.501(b) and 570.503 (which requires a written agreement), it shall be subject to the same administrative requirements as a sub-recipient should it receive funding under this program.

The City agrees to inform Dallas County of any income generated by the expenditure of CDBG/HOME and ESG funds received, and that any such program income must be paid to the county to be used for eligible activities in accordance with all ESG, HOME and Community Development Block Grant requirements.

Dallas County is responsible for monitoring and reporting to the U.S. Department of Housing and Urban Development on the use of any such program income, and that in the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County;

The City agrees to notify Dallas County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition, and further agrees to reimburse the county in an amount equal to the current fair market

value (less any portion thereof attributable to expenditure of non-CDBG/HOME and ESG funds) for property acquired or improved with CDBG/HOME and ESG funds that is sold or transferred for a use which does not qualify under the CDBG/HOME and ESG regulations.

Any money generated from the disposition or transfer of property will be treated as program income and returned to the County prior to, or subsequent to, the close-out, change of status, or termination of this Agreement between Dallas County and the City.

The City understands that it 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 Housing and Community Development Act of 1974.

Dallas County shall notify the City in writing, by the date specified in the HUD urban county qualification notice for the next qualification period, of its right not to participate.

The City has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement within 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 which is the subject of such non-violent civil rights demonstrations within jurisdictions.

The City understands that Dallas County will have final responsibility for administering the CDBG/HOME and ESG programs, selecting CDBG/HOME and ESG projects, and filing annual grant requests.

The City's Mayor is authorized to sign any additional forms, on behalf of the City, that the U.S. Department of Housing and Urban Development may require.

APPROVED AND ACCEPTED THIS THE \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clay Lewis Jenkins, County Judge  
Dallas County, Texas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:\*

Faith Johnson  
District Attorney

By: \_\_\_\_\_  
Randall Miller  
Assistant District Attorney

\*By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).