

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**WAKE COUNTY AMENDED
COMMUNITY DEVELOPMENT
BLOCK GRANT
COOPERATION AGREEMENT
FFY 2019, 2020 &2021**

This Wake County Amended Community Development Block Grant Cooperation Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 2018, by the COUNTY OF WAKE a body politic and corporate of the State of North Carolina (hereinafter referred to as the "**County**") and the TOWN OF _____, a municipal corporation of the State of North Carolina (hereinafter referred to as the "**Town**"). Both County and Town may herein be referred to as a "Party" or collectively as the "Parties" as the context may require.

WITNESSETH:

WHEREAS, the Parties entered into a Wake County Community Development Block Grant and Home Program Cooperation Agreement ("2006 Cooperation Agreement") for Fiscal Years 2007, 2008, 2009 on or about May _____, 2006; and

WHEREAS, the 2006 Cooperation Agreement automatically renewed for each successive three-year urban county qualification period; the most recent Agreement is valid through federal fiscal year 2018; and

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to continue receiving entitlements associated with the CDBG Entitlement Program ("CDBG") pursuant to Title I of the Housing and Community Development Act of 1974 (Act), as amended, but has conditioned said funding on adoption of a cooperation agreement with the participating local government in accordance with HUD's Urban County Qualification Notice; and

WHEREAS, HUD has determined that the County is eligible, as a "Participating Jurisdiction", to continue receiving HOME funds under Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, HOME Investment Partnership Act (HOME), as amended, to address certain needs of predominantly low and moderate income persons, but has conditioned said funding on adoption of a cooperation agreement with the participating local government in accordance with HUD's Urban County Qualification Notice; and

WHEREAS, HUD has determined that the County is eligible to receive Emergency Solutions Grants Programs (ESG) funds authorized by subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378) for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain expenses related to operating emergency shelters, for essential services related to emergency shelters and street outreach for the homeless, and for homelessness prevention and rapid re-housing assistance, but has conditioned said funding on adoption of a cooperation agreement with the participating local government in accordance with HUD's Urban County Qualification Notice; and

WHEREAS, the County is also an eligible grantee of HOPWA funds administered through the Housing Opportunity Through Modernization Act of 2016 (HOTMA), which as amended, allows the County to enter into an agreement with an eligible alternative grantee pursuant to in section 854(c), including a unit of general local government, to receive and administer a portion of the HOPWA formula allocation in its place; and

WHEREAS, the County invites the incorporated, non-entitlement municipalities located in Wake County to participate in the County CDBG, HOME, ESG and HOPWA programs (collectively referred to herein as the "Programs"), once said municipalities dedicate their population counts in support of the County formula allocation of funds; and

WHEREAS, the purpose of this Agreement is to set forth a mutual understanding between the County and the Town as the permissible use of Program funds and other terms and conditions associated with the Programs; and

WHEREAS, as a party to this Agreement, the County agrees to carry out the objectives of the identified Programs throughout the unincorporated areas of the County and within the municipalities who have entered into Cooperation Agreements such as this Agreement; and

WHEREAS, this Agreement is intended to demonstrate compliance with HUD's Urban County Qualification Notice issued on or about March 22, 2018, to identify new sources of grant funding for allocation to the County, and to incorporate new federal requirements that did not exist as of the 2006 Cooperation Agreement; and

WHEREAS, this Agreement updates, supersedes and replaces the 2006 Cooperation Agreement in its entirety.

NOW, THEREFORE, BE IT AGREED AND CERTIFIED by the Town that:

1. The Town hereby elects to participate in the County's Programs as defined in this Agreement, with the understanding that this binding decision means that for the Federal Fiscal Years 2019-2021 (October 1, 2018 - September 30, 2021) (the three Program years plus an additional year for implementation of projects begun during the three-year period) and all successive three-year qualification periods unless this Agreement is terminated. The Town is not eligible to apply for any grants appropriated under any State CDBG Program, which shall include, but is not limited to, a Small Cities CDBG grant from the North Carolina Department of Commerce, Division of Community Assistance (or its successor agency).
2. The Town may receive a formula allocation under the HOME Program only through the County and regardless of whether the County receives a HOME formula allocation, the Town cannot form a HOME consortium with other local governments.
3. The Town may receive a formula allocation under the ESG Program only through the County and pursuant to the terms of this Agreement.

4. The Town may receive a formula allocation under the HOPWA Program only through the County and pursuant to the terms of this Agreement.

NOW, THEREFORE, BE IT FURTHER MUTUALLY AGREED between the Parties as follows:

1. The recitals above are incorporated herein and made part of this Agreement.
2. The governing bodies of the Town and the County have approved this Agreement as spread across their minutes authorizing the signatories to execute the same as of the effective date.
3. At the option of the County, the Agreement may be renewed for participation in successive three-year qualification periods, unless the County or Town provides written notice that it elects not to participate in the new qualification period and a copy of the same is sent to the HUD Field Office. The County will notify the Town in writing of its right to elect not to participate before the automatic renewal date.
4. The Parties stipulate and agree to work cooperatively and adopt any amendments to this Agreement as may be required to comply with law or to meet the requirements set forth in any subsequent Urban County Qualification Notice for any subsequent three-year urban county qualification periods. Failure to comply with this provision will void any automatic renewal period.
5. This Agreement remains in effect until all Program income received is expended and the funded activities completed. Neither Party may terminate or withdraw from this Agreement while it remains in effect, unless otherwise authorized herein.
6. The Parties will cooperate to undertake, or to assist in undertaking, community renewal and lower-income housing assistance activities. The County agrees to submit to the Town for review and comment any plans, involving the use of funds for Program implementation, affecting the Town.
7. The Parties will take all actions necessary to assure compliance with the County's certification under section 104(b) of 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. See 24 CFR 91.225(a). The County and Town will comply with 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 and any other applicable laws. The County shall not fund activities in, or in

support of, the Town 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.

8. The Parties have adopted and are enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. 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.
9. Neither Party may veto or implement any other restriction that would allow any Party to the Agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement. The County has final responsibility for selecting CDBG, HOME, ESG and HOPWA activities and submitting the Consolidated Plan to HUD.
10. Pursuant to the requirements of 24 CFR 570.501(b), if the County requests the Town to enter into a Subrecipient Agreement for the expenditure of Program funds, the Town is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
11. In addition to federal laws governed by this Agreement, the Parties agree to adhere to State and local laws and to undertake necessary action, as determined by the County, to carry out a community development program and the approved Consolidated Plan.
12. The Parties will not sell, trade, or otherwise transfer all or any portion of Program funds to a metropolitan city, urban county, unit of general local government, 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, as amended.
13. By entering into this Agreement, the County does not guarantee availability of funding or funding allocations to the Town in any specified amount. Subject to adherence of federal rules and regulations, the County has complete authority over the allocation of said funding without right of

objection or veto by the Town or other participating and eligible municipalities.

BE IT FURTHER RESOLVED that the governing bodies of the Town and the County have approved this Agreement as spread across their minutes authorizing execution by the parties identified below.

AGREED AND EXECUTED this _____ day of _____, 2018.

FOR THE TOWN OF _____, NC

FOR WAKE COUNTY, NC

BY: _____
_____, Town Manager

BY: _____
David Ellis, Manager

ATTEST:

ATTEST:

Name or Title (typed or printed)

Name or Title (typed or printed)

The terms and provisions of the Agreement are fully authorized under State and local law and continue to provide full legal authority for the County.

[AFFIX TOWN SEAL HERE]

(Wake County Attorney)

(Date)