

**COMMUNITY DEVELOPMENT BLOCK GRANT
COOPERATION AND COORDINATION AGREEMENT
BETWEEN PINAL COUNTY AND
THE CITY OF MARICOPA**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT COOPERATION AND COORDINATION AGREEMENT ("Agreement") is dated the 16th day of July, 2019, and made by and between PINAL COUNTY, a political subdivision of the State of Arizona ("County") and The City of Maricopa, Arizona, an Arizona municipal corporation ("City/Town"). The County and City/Town are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. Pursuant to Title I of the Housing and Community Development Act of 1974, as amended (the "Act") and applicable regulations of the United States Department of Housing and Urban Development ("HUD"), as amended ("Regulations"), the County is a qualified urban county entitled to receive Community Development Block Grant ("CDBG") funding through HUD.

B. The City of Maricopa is a unit of general local government ("City/Town") under the Act and Regulations, and has elected to participate with the County in the CDBG funding program administered by the County (the "Program").

C. The County and The City of Maricopa are entering into this Agreement to define their rights and responsibilities under the Program pursuant to the requirements of the Act and Regulations.

AGREEMENT

IN CONSIDERATION of the mutual covenants contained in this Agreement and consistent with the requirements of the Act and Regulations, the Parties agree as follows:

1. This Agreement covers the CDBG Entitlement Program, the HOME Investment Partnership (HOME), and Emergency Solutions Grants (ESG) programs.

2. By executing this Agreement, the City/Town understands that it:

A. May not apply for grants from appropriations under the State of Arizona CDBG Program during the period in which it participates in the County's CDBG Program; and

B. May receive a formula allocation under the HOME Program only through the County. If the County does not receive a HOME formula allocation, the City/Town cannot form a HOME consortium with other local governments provided, however, this does not preclude the County or City/Town from applying to the State for HOME funds, if the State allows; and

C. May receive a formula allocation under the ESG Program only through the County provided, however, this does not preclude County or City/Town from applying to the State for ESG funds, if the State allows.

3. The remaining years in the County's existing qualification period includes Federal FYs 2020-2022. This Agreement will automatically be renewed for participation in successive three-year qualification

periods, unless the County or City/Town provides written notice to the other Party that it elects not to participate in a new qualification period. A copy of that notice shall be sent to the applicable HUD Field Office.

4. The County will notify the City/Town in writing of its right to discontinue participation in a new qualification period no later than the date specified in the County's HUD Qualification Notice. A copy of the County's notification to the City/Town shall be sent to the applicable HUD Field Office by the date specified in Section II of the County's Qualification Schedule.

5. Each Party agrees to adopt in writing any amendment to this Agreement incorporating changes necessary to meet future requirements for cooperation agreements set forth by HUD in the County's Qualification Notice for a subsequent three-year County qualification period. Future amendments shall be submitted to HUD and a failure to comply will void the automatic renewal for that qualification period.

6. This Agreement shall remain in effect until the CDBG, HOME and ESG funds and program income received for activities carried out during the term of the County's three-year qualification period, and any successive qualification periods under this Agreement, are expended and the funded activities completed. The County and City/Town will not terminate or withdraw from this Agreement prior to completion of funded activities.

7. The County and City/Town agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

8. The County and City/Town agree to take all actions necessary to assure compliance with the County's certification under section 104(b). The Program will be conducted and administered in conformity with the Civil Rights Act of 1964 and the Fair Housing Act, and will strive to affirmatively further the goal of fair housing. The County and City/Town agree to 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, the Age Discrimination Act of 1975 and all other applicable laws. The County is expressly prohibited from funding any activities in, or in support of, any cooperating unit of general local government including the City/Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with fair housing certification.

9. As a HUD requirement for participation in the Program, the City/Town agrees to:

A. Prohibit the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and

B. Enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of a non-violent civil rights demonstration.

10. Neither Party may veto or otherwise obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement. The County has final responsibility for submitting the Consolidated Plan to HUD that includes CDBG, HOME and ESG activities.

11. Pursuant to 24 CFR 570.501(b), the City/Town is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

12. The City/Town must use CDBG, HOME, and ESG funds for activities eligible under the Act and Regulations and may not sell, trade, or otherwise transfer any portion to another 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.

IN WITNESS WHEREOF, these presents are hereby signed and agreed to by the Parties hereto.

CITY OF MARICOPA,
An Arizona municipal corporation

PINAL COUNTY,
a political subdivision of the State of Arizona

By: _____
Christian Price
Mayor

By: _____
Chairman

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Vanessa Bueras
City Clerk

By: _____
Clerk/Deputy Clerk of the Board

COUNSEL LEGAL OPINION

I have read this Agreement and have determined that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for the County.

Deputy County Attorney

Date

I have read this Agreement and have determined that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for the City/Town.

City/Town Attorney

Date