Intergovernmental Cooperative Agreement
between
Pima County and Town of Oro Valley
for the
Community Development Block Grant Program
and
Home Investment Partnership Program

This Intergovernmental Cooperative Agreement made and entered into this __ day of _____, 2013, by and between the County of Pima, a body politic and corporate of the State of Arizona, hereinafter referred to as "County," and the Town of Oro Valley, a municipal corporation of the State of Arizona, located within the boundaries of the County of Pima, hereinafter referred to as "Town."

RECITALS

A. County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951 *et seq.*

B. County and Town must enter into a Cooperative Agreement to meet the requirements of the Housing and Community Development Act of 1974 and subsequent amendments ("the Act") to participate as an Urban County in order to obtain federal funding for the Community Development Block Grant Program ("CDBG") and the HOME Investment Partnership Program ("HOME") for federal fiscal years 2014, 2015 and 2016.

C. County and Town are individually authorized by law to engage in housing and community development activities.

D. The U.S. Department of Housing and Urban Development ("HUD") recommends that awards and expenditures of CDBG and HOME funds be made as an Urban County.

E. The governing bodies of County and Town have found that, while there is no obligation on the part Town to engage in affordable housing activities, it is in the best interests of the residents of the unincorporated areas of the County and of the Town to perform CDBG and HOME housing and community development activities jointly pursuant to the provisions of this Agreement.

F. This Agreement, designating Pima County as an Urban County and establishing the responsibilities for County to act as the sponsoring agency to administer and implement the terms and conditions of the CDBG and HOME grants, in accordance with local ordinances and State and Federal law.

NOW, THEREFORE, County and Town, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1. Pima County, as an Urban County, is hereby designated as the sponsoring agency to administer and implement the plan and program for housing and community development activities for both parties to this Agreement. All activities shall be carried out in accordance with the provisions of the Housing and Community Development Act of 1974 and subsequent amendments, the laws of the State of Arizona, and the terms and conditions provided herein. In this respect, Town agrees that County is hereby delegated the power to plan and undertake community development projects within its jurisdiction and will have the final

responsibility for selecting all CDBG and HOME projects in accordance with the approved Community Development and Housing Consolidated Plan pursuant to 24 CFR Part 91.

2. It is understood and agreed that Pima County as the Grantee is to take the final responsibility and to assume all the obligations of applicant for assistance under the provisions of said Housing and Community Development Act of 1974 and subsequent amendments, the three-year certifications as required by HUD, subject to change in legislation or regulations and the Consolidated Plan.

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

4. County and Town do not have the power to veto or otherwise restrict or withhold the support given by County or Town to the activities proposed in the Consolidated Plan for any program year covered by this Agreement. In the event that any participating member entity does not comply with a federal prerequisite in order for funds to be expended in such area, then said entity's share shall be expended within all or any portion of the area served by the member entities who qualify under the provisions of said Act.

5. It is understood that in order to qualify for funds under the Housing and Community Development Act of 1974 and subsequent amendments, it is necessary that a Consolidated Plan be submitted to and approved by the United States Department of Housing and Urban Development. All parties hereto agree to abide by the terms and conditions of an approved Consolidated Plan for housing and community development activities as submitted to the Department of Housing and Urban Development.

   Upon executing the Agreement the Town agrees not to apply for CDBG funds from the State of Arizona Small Cities Program, and may not participate in a HOME consortium except through the Urban County during the period in which it is participating in the Urban County's CDBG Program. Nothing herein shall be construed as limiting in any manner the powers of any of the respective parties to initiate and complete a local project within their respective jurisdiction with their own funds.

6. The 1st day of July, 2013 shall be the effective date of Agreement. The Agreement shall remain in force and effect for three years. This Agreement covers CDBG and HOME funding for Federal Fiscal years 2014, 2015, and 2016. This Agreement may be amended to extend the term of Agreement in order to complete activities funded but not completed, or to expend program income received, but not expended, during the three years covered by this Agreement.

7. Town and County recognize that County shall be the governmental entity required to execute any grant agreement received pursuant to Consolidated Plan, and that County shall thereby become responsible thereunder for the proper performance of the plan and program. Town agrees that it shall fully cooperate with County in all efforts hereunder and that Town will assist County in doing any and all things required or appropriate to comply with the provisions of any grant agreement received by County pursuant to the Act and its regulations.

8. All records of County and of Town related to this Consolidated Plan and any projects undertaken pursuant thereto shall upon reasonable notice, be available for inspection by HUD, County, and/or Town auditors, during normal business hours.

9. The terms of this Intergovernmental Cooperative Agreement shall apply to the Town if and only if the Town requests and receives CDBG or HOME funding awarded to the Urban

County for activities within the boundaries of the Town under the terms of this Agreement. Further, in such circumstances, this Intergovernmental Cooperative Agreement shall be binding upon the parties hereto, their successors and assignees. Any assignment of Agreement shall be void without the consent of the other party.

10. Pursuant to the primary objective of Title I of the Housing and Community Development Act of 1974, the parties hereby agree to direct their CDBG and HOME resources toward the development of viable urban communities, by providing decent housing and suitable living environments and by expanding economic opportunities. Such efforts shall principally be accomplished for the benefit of persons of low- and moderate-income.

11. County and Town will take all required actions necessary to comply 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 and other applicable laws. County shall not fund Town if Town does not affirmatively further fair housing within its own jurisdiction. County and Town agree to affirmatively further fair housing within County and Town. Town shall take no actions to impede County's actions to comply with County fair housing certification.

12. County and Town have adopted and are enforcing 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

    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 its jurisdiction.

13. The parties agree that a fully executed amendment or amendments to this Agreement shall be entered into as required or necessary to implement a detailed and formulated plan and program as contemplated hereunder or for the purpose of complying with any grant agreement received or the regulations issued pursuant to the Act.

    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 the year in which the next qualification of the Urban County is scheduled shall automatically terminate this Agreement following the expenditure of all CDBG and HOME funds allocated for use in Town's jurisdiction.

14. Pursuant to 24 CFR 570.501(b), Town is subject to the same requirements applicable to subrecipients, including the requirement for a written Agreement set forth in 24 CFR 570.503.

15. County, as the CDBG grant recipient for the Urban County has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for meeting the requirements of other applicable laws (e.g., National Environmental Policy Act, Uniform Relocation Act, Fair Housing Act, Title VI of the Civil Rights Act of 1964, Sec. 504 of the Rehabilitation Act of 1973, Sec. 109 of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and for affirmatively furthering fair housing). County shall be held accountable for the accomplishment of the community development program, for following the Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by City.

16. The parties acknowledge that A.R.S. § 38-511 requires that notice of A.R.S. § 38-511 be included in every contract of a political subdivision of the State of Arizona and that both parties must comply with all applicable provisions and requirements relating to non-discrimination of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website:

http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf

These documents are hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, SUBGRANTEE shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed the _____ day of _____, 2013.

PIMA COUNTY BOARD OF SUPERVISORS

_____
Chairman, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

REVIEWED BY:

_____
Director, Community Development &
Neighborhood Conservation Department

Pursuant to A.R.S. § 11-952, the undersigned Pima County legal counsel has determined that the above Agreement is in proper form and is within the powers and authority granted to the County under the laws of the State of Arizona.

Karen S. Friar

Karen S. Friar, Deputy County Attorney

TOWN OF ORO VALLEY

_____
Mayor

_____
Town Clerk

Pursuant to A.R.S. § 11-952, the legal counsel for the Town of Oro Valley has determined that the above Agreement is in proper form and is within the powers and authority granted to the Town under the laws of the State of Arizona.

_____
Joe Andrews, Legal Counsel, Town of Oro Valley

OPINION OF DEPUTY COUNTY ATTORNEY

INTERGOVERMENTAL COOPERATIVE AGREEMENT BETWEEN PIMA COUNTY AND TOWN OF ORO VALLEY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIP PROGRAM

I am an Attorney at Law admitted to practice in the State of Arizona and a duly appointed Deputy County Attorney for the County of Pima.

I have examined the Intergovernmental Cooperative Agreement between Pima County and the Town of Oro Valley for the Community Development Block Grant Program and Home Investment Partnership Program entered into by and between the County of Pima and the Town of Oro Valley, pursuant to Title I of the Housing and Community Development Act of 1974, and I am of the opinion that the Agreement has been duly authorized by the Board of Supervisors of the County of Pima in accordance with State and local legal requirements.

I am further of the opinion that the names and provisions of the agreement are authorized under state and local law and that Pima County is authorized to enter into this agreement pursuant to state and local law.

To the best of my knowledge, there is no pending or threatened litigation affecting the implementation of the Cooperation Agreement or the ability of the County of Pima to be the applicant for funding as a Urban County under Title I of the Housing and Community Development Act of 1974, as amended.

Karen S. Friar

Karen S. Friar, Deputy County Attorney
Pima County Attorney's Office
Civil Division