

RESOLUTION FORMING A HOME CONSORTIUM BETWEEN THE CITY OF EULESS, A DESIGNATED DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) METROPOLITAN CITY, AND TARRANT COUNTY FOR PARTICIPATION IN TARRANT COUNTY'S HOME INVESTMENT PARTNERSHIP PROGRAM FOR THE THREE PROGRAM YEAR PERIOD, FISCAL YEAR 2012 THROUGH 2014, SUBJECT TO THE JOINT GRANT AGREEMENT ATTACHED (ATTACHMENT "A").

WHEREAS, the Congress of the United States of America has enacted the HOME Investment Partnerships Act, Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Sec 12701, as amended, and

WHEREAS, the U.S. Department of Housing and Urban Development in 24 CFR 92, allows units of general local government to enter into mutual cooperation agreements to form a HOME program consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Investment Partnership Program, and

WHEREAS, Tarrant County has been designated an "Urban County" by the Department of Housing and Urban Development entitled to a formula share HOME Investment Partnership program funds provided said County has a combined population of 200,000 persons in its incorporated areas and units of general local government with which it has entered into cooperative agreements, and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities, and

WHEREAS, the City of Euless shall not apply for grants under the State HOME Program from appropriations for fiscal years during the period in which it is participating in Tarrant County's HOME program, and

WHEREAS, the City of Euless shall not participate in a HOME consortium except through Tarrant County, regardless of whether or not Tarrant County receives a HOME formula allocation, and

WHEREAS, through cooperative agreements Tarrant County has authority to carry out activities funded from annual HOME Program Allocations from Federal Fiscal Years 2012, 2013, 2014 appropriations and from any program income generated from the expenditure of such funds, and

WHEREAS, Tarrant County and the City of Euless agree to cooperate to undertake, or assist in undertaking, program activities to expand the supply of decent, safe, sanitary and affordable housing for low income and very low income Americans, and

WHEREAS, Tarrant County has authorized the Tarrant County Community Development Division to act in a representative capacity as the lead entity for all members of the consortium for the purposes of administering the HOME program, assuming overall responsibility for ensuring the consortium's HOME program is carried out in compliance with the requirements of the HOME program and the Consolidated Plan, and

WHEREAS, Tarrant County will not fund activities in support of any cooperating unit of general government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification, and

WHEREAS, in accordance with 24 CFR Part 91 and 92, Tarrant County is responsible for ensuring that HOME funds are used in accordance with all program requirements, including monitoring and reporting to the U.S. Department of Housing and Urban Development on the use of program income and that in the event of close-out or change in status of the city of Euless, any program income that is on hand or received subsequent to the close-out of change in status shall be paid to the County, and

WHEREAS, the City of Euless, agrees to notify Tarrant 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-HOME funds) of property acquired or improved with HOME funds that is sold or transferred for a use which does not qualify under the HOME regulations, and

WHEREAS, any money generated from disposition or transfer of the 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 the cooperation agreement between county and the City of Euless;

NOW, THEREFORE, BE IT RESOLVED, by the City of Euless, that the City Council of Euless, Texas supports the application of Tarrant County for funding from the Housing and Community Development Act of 1974, as amended, and asks that its population be included for three successive years with that of Tarrant County, Texas to carry out under Public Law 93-383, and Affordable Housing activities under Public Law 101-625, and authorizes the Mayor of Euless, Texas to sign such additional forms as requested by the Department of Housing and Urban Development pursuant to the purposes of the Resolution, and further that the City of Euless, Texas understands that Tarrant County will have final responsibility for selecting projects and filing annual grant requests.

BE IT FURTHER RESOLVED, this agreement will automatically be renewed for participation in successive three-year qualification periods, unless Tarrant County or the City of Euless provides written notice it elects not to participate in a new qualification period. Tarrant County will notify the City of Euless in writing of its right to make such an election on the date specified by the U.S. Department of Housing and Urban Development (HUD) in their urban county qualification notice for the next qualification period. Any amendments or changes contained within the urban county qualification notice applicable to for a subsequent three-year urban county qualification period must be adopted by Tarrant County and the City of Euless, and submitted to HUD. Failure by either party to adopt such an amendment to the agreement will void the automatic renewal of this agreement.

This agreement remains in effect until HOME funds, and income received to the Fiscal Years 2012, 2013, and 2014 programs, and to any successive qualification periods provided through the automatic renewal of this agreement, are expended and the funded activities completed, and neither Tarrant County nor the City of Euless may terminate or withdraw from the agreement while the agreement remains in effect.

Official notice of amendments or changes applicable for a subsequent three-year urban county agreement shall be in writing and be mailed by certified mail to the City Secretary of the City of

Eules. Any notice of changes or amendments to this agreement by the City of Eules to Tarrant County shall be in writing to the Tarrant County Community Development Division Director.

PASSED AND APPROVED THIS ____ day of _____, _____

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR

COMMISSIONERS COURT CLERK

COUNTY JUDGE

Approval Form for District Attorney

Approved as to Form*

*By law, the 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).

5. Term. The consortium's qualification period is FY 2012 – 2014 whereby Tarrant County has the authority to carry out activities funded from annual HOME program allocations from Federal Fiscal Years 2012, 2013, and 2014 appropriations and from any program income generated from the expenditure of such funds.

6. Automatic Renewal. This agreement will automatically be renewed for participation in successive three-year qualification periods, unless Tarrant County or the City of Euless provides written notice it elects not to participate in a new qualification period. Tarrant County will notify the City of Euless in writing of its right to make such an election on the date specified by the U.S. Department of Housing and Urban Development (HUD) in their urban county qualification notice for the next qualification period. Any amendments or changes contained within the urban county qualification notice applicable to for a subsequent three-year urban county qualification period must be adopted by Tarrant County and the City of Euless, and submitted to HUD. Failure by either party to adopt such an amendment to the agreement will void the automatic renewal of this agreement.

7. Program Year. July 1, 2012 is the beginning date of the 2012 program year. A program year will end June 30th the following year.

8. Authority to Amend Agreement. Tarrant County is authorized to amend the agreement and to add new members on behalf of the entire consortium, unless otherwise specified in this agreement.

This Joint Grant Agreement is executed on behalf of the **CITY OF EULESS** and **TARRANT COUNTY** by its duly authorized officials.

CITY OF EULESS

MAYOR

DATE: _____

TARRANT COUNTY, TEXAS

B. Glen Whitley, JUDGE

DATE: _____