

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS
COOPERATION AND COORDINATION AGREEMENT
BETWEEN PINAL COUNTY AND THE TOWN OF MAMMOTH**

This U.S. Department of Housing and Urban Development Community Planning and Development Programs Cooperation and Coordination Agreement (this "Agreement") is entered into by and between Pinal County, a political subdivision of the State of Arizona (the "County"), and the Town of Mammoth, an Arizona municipal corporation ("ULG"). The County and ULG may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Chairman of the Pinal County Board of Supervisors is authorized to execute this Agreement on the County's behalf; and,

WHEREAS, the Mayor of the Town of Mammoth is authorized to execute this Agreement on ULG's behalf; and,

WHEREAS, the County and ULG agree to cooperate to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities as approved and authorized between the Parties in CDBG agreements, including the Consolidated Plan; and,

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq., and applicable United States Department of Housing and Urban Development ("HUD") regulations, the County is a qualified urban county that may be awarded and may accept Community Development Block Grant ("CDBG") funding for eligible housing and community development activities; and,

WHEREAS, pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and applicable HUD regulations, the County is a qualified urban county that may be awarded and may accept HOME Investment Partnership ("HOME") funding to create affordable housing for low-income households; and,

WHEREAS, pursuant to the McKinney-Vento Homeless Assistance Act of 1987 as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, and applicable HUD regulations, the County is a qualified urban county that may be awarded and may accept Emergency Solutions Grant ("ESG") funding for eligible uses related to emergency shelters for the homeless and for homelessness prevention and rapid re-housing assistance; and,

WHEREAS, grants and funding from HUD to finance community development and affordable housing programs under the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and the McKinney-Vento Homeless Assistance Act of 1987, as amended by the

HEARTH Act of 2009 (collectively, the “Acts”), and any eligible activities under the Acts are not inconsistent with the statutes of the State of Arizona; and,

WHEREAS, ULG is a unit of general local government under the Acts and applicable HUD regulations and ULG has determined that it is desirable and is in the public interest for ULG to participate with the County in the County’s Urban County funding program (the “Program”) to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities; and,

WHEREAS, the cooperation between the County and ULG is essential for the successful planning of the CDBG, HOME and ESG programs under an urban county designation by HUD; and,

WHEREAS, the County and ULG are entering into this Agreement to define their rights and responsibilities under the Program pursuant to the requirements of the Acts and applicable HUD regulations.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement and consistent with the requirements of the Acts and applicable HUD regulations, the Parties agree as follows:

1. This Agreement is authorized by the governing bodies of and signed by the Chief Elected Officials of the County and ULG.
2. In order to carry out community renewal and lower-income housing assistance activities, the County and ULG agree to cooperate to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities.
3. This Agreement covers the CDBG, HOME, and ESG programs. The County and ULG may not seek CDBG funding from the State’s CDBG program while participating in the urban county.
4. By executing this Agreement, ULG understands that it:
 - a. May not apply for grants or seek funding from the State of Arizona CDBG program during the period in which it participates in the County's Program; and
 - b. May only receive formula-allocated funds under the HOME program through the County. Even if the County does not participate in the HOME program, ULG cannot form a HOME consortium with other local governments. The County and ULG may seek HOME funds from the State, if the State allows it; and

- c. May only receive formula-allocated funds under the ESG program through the County. The County and ULG may seek ESG funds from the State, if the State allows it.
5. This Agreement is effective for the years of the County's qualification period for Federal Fiscal Years (FYs) 2025, 2026, and 2027. This Agreement automatically renews for participation in successive three-year qualification periods, unless the County or ULG provides written notice to the other Party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in HUD's Urban County Qualification Notice. The County will notify ULG in writing of the ULG's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified in the Urban County Qualification Notice.
6. The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) for subsequent qualification cycles, when applicable. Future amendments shall be authorized by the County's and ULG's governing bodies and signed by their chief elected officials and submitted to HUD. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the automatic renewal of such qualification period.
7. 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. Neither the County nor ULG may terminate, withdraw, or be removed from the Program while this Agreement is in effect.
8. The County and ULG shall comply with all federal laws and regulations specified in HUD's Urban County Notice. The County and ULG agree to 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. The Program will be conducted and administered in conformity with:
 - a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
 - b. The Fair Housing Act (Title VIII of the Civil Rights Act of 1968), and the implementing regulations at 24 CFR part 100, and the duty to affirmatively further fair housing (AFFH); and
 - c. Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;

- ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;
 - iii. the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146; and
 - iv. Section 3 of the Housing and Urban Development Act of 1968.
 - d. Other applicable laws.
 - e. AFFH that prohibits the County from funding activities in, or in support of, ULG or any cooperating and participating 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 the County's fair housing certification. This provision is required because noncompliance by ULG or a unit of general local government included in an urban county may constitute noncompliance by the County (i.e., the urban county) that can result in HUD issuing funding sanctions or other remedial actions for the County.
9. The Program and this Agreement prohibits excessive use of force and prohibits physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within the County's and ULG's jurisdictions. The County and ULG each 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 its jurisdiction.
10. A Party may NOT veto or otherwise obstruct the implementation of the County's Consolidated Plan during the qualification period covered by this Agreement. The County has final responsibility for choosing CDBG, HOME, and ESG activities and submitting the Consolidated Plan to HUD.
11. Pursuant to 24 CFR § 570.501(b), ULG is subject to the same requirements applicable to subrecipients, including the requirement of a written subrecipient agreement as described in 24 CFR § 570.503.
12. The Parties understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any 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. All notices required or permitted to be given to a Party under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

The County:

Pinal County Office of Budget & Finance

Attn: Heather Patel, Grants Manager

Physical address: 31 North Pinal Street, Building A, Florence, AZ 85132

Mailing address: P.O. Box 1348, Florence, AZ 85132

ULG:

Town of Mammoth

Attn: Mayor

Physical address: 125 North Clark Street, Mammoth, Arizona 85618

Mailing address: P.O. Box 130, Mammoth, Arizona 85618

The Parties shall each have the right to change the place notice is to be given under this section by written notice thereof to the other Party.

APPROVALS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written below.

The County:
Pinal County, a political subdivision of
the State of Arizona

ULG:
Town of Mammoth, an Arizona municipal
Corporation

By: _____
Chairman
Pinal County Board of Supervisors

By: _____
Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Natasha Kennedy, Clerk of the Board
Pinal County Board of Supervisors

By: _____
City/Town Clerk

COUNSEL LEGAL OPINION

I have read this Agreement and have determined the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides the legal authority for the County to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities.

Deputy Pinal County Attorney

Date

I have read this Agreement and have determined the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides the legal authority for the unit of local government (“ULG”) to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities.

City/Town Attorney

Date