



STATE OF TEXAS

COUNTY OF DENTON

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COMMUNITY DEVELOPMENT

BLOCK GRANT PROGRAM

JOINT ADMINISTRATIVE AGREEMENT FOR ADMINISTRATION

Pursuant to Texas Local Government Code Chapter 373 and Section 381.003, Texas cities and counties are authorized to conduct essential housing and community development activities; and pursuant to Texas Government Code Chapter 791, Texas cities and counties are authorized to enter into cooperative agreements.

This agreement is entered into by and between **DENTON COUNTY** (“COUNTY”), a political subdivision of the State of Texas, and the **TOWN OF PROSPER**, (“TOWN”) a municipal corporation under the laws of the State of Texas (also known individually as a “Party” or, collectively, the “Parties”).

The **TOWN OF PROSPER**, has chosen to have its population included as a portion of COUNTY’s population in COUNTY’s “Urban County” applications to the U.S. Department of Housing and Urban Development (“HUD”) for the Community Development Block Grant (“CDBG”) Program, the HOME Investment Partnership (“HOME”) Program, and Emergency Solutions Grants (“ESG”) Program (collectively, the “Grant Applications”), and COUNTY is willing to include TOWN’s population in the Grant Applications

This Agreement is effective for the three fiscal years qualification period of Fiscal Years 2023- 2025. This Agreement remains in effect until the CDBG Program funds and income received with respect to the three fiscal years qualification period and any successive qualification periods are expended and the funded activities are completed, and the Parties may not terminate or withdraw from this Agreement while it remains in effect. This Agreement will automatically renew for each new three fiscal year Urban County qualification period unless TOWN or COUNTY provides written notice of its intention to end its participation in this Agreement to the other Party before the end of a three fiscal years qualification period. The termination notice must also be sent to the HUD Field Office.

This **JOINT ADMINISTRATIVE AGREEMENT** is made and entered into by and between the TOWN Council of the **TOWN OF PROSPER** and **DENTON COUNTY** and the parties hereby AGREE as follows:

1. The Parties will cooperate to undertake, or assist in undertaking, community renewal and lower-income-housing-assistance activities.
2. The Parties will take all actions necessary to assure compliance 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, and implementing regulations at 24 CFR part 1, and the Fair

Housing Act, and the implementing Attachment B - Exhibit A regulations at 24 CFR part 100, will affirmatively further fair housing. The Parties will take all actions necessary to assure compliance with the Urban County's certification required by 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 Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. The Parties will also comply with any other applicable laws.

3. The Parties will take all required actions to comply with the provisions of the National Environment Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.
4. The Parties will affirmatively further fair housing within the jurisdiction of the TOWN and the COUNTY.
5. The COUNTY and the TOWN have adopted and are enforcing a policy prohibiting the use of excessive force by law enforcement agencies with 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 that is in the subject of such non-violent civil rights demonstrations within the jurisdiction.
6. Neither Party to this Agreement may veto or in any other way obstruct the implementation of the approved Consolidated Plan (the "Plan") during the period for which COUNTY is seeking to qualify as an Urban County, nor may either Party be required to undertake any activities not specifically in the Plan. In addition, nothing contained in this Agreement will deprive any municipality or other unit of local government of any powers of zoning, development control or other lawful authority which it presently possesses.
7. Pursuant to 24 CFR 570.501 (b), TOWN is subject to the same requirements applicable to subrecipients, including the requirements for a written Attachment B - Exhibit A agreement set forth in 24 CFR 570.503.
8. TOWN may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan TOWN, urban county, unit of general local government or 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 Act.
9. COUNTY will adhere to HUD requirements regarding public hearings and will have final responsibility for selection of projects, the filing of annual grant request, and the

preparation of annual performance reports.

10. COUNTY has the final responsibility for submitting the consolidate Plan to HUD

11. TOWN may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in COUNTY's CDBG program.

This Joint Administrative Agreement is executed on behalf of the **TOWN OF PROSPER** and **DENTON COUNTY** by its duly authorized officials.

TOWN OF PROSPER

David Bristol, Mayor of Prosper

This the _____ day of _____, 2022

DENTON COUNTY, TEXAS

Andy Eads, County Judge

This the _____ day of _____, 2022