

COOPERATION AGREEMENT

STATE OF GEORGIA
COUNTY OF DEKALB

This COOPERATION AGREEMENT made this 30 day of July, 2014, by DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes referred to as "COUNTY") and the City of Brookhaven, a political subdivision of the State of Georgia (hereinafter sometimes referred to as "CITY").

WHEREAS, the U.S. Department of Housing and Urban Development has determined that DeKalb County possesses the powers necessary to undertake essential community development and housing activities in only the unincorporated areas of the COUNTY; and;

WHEREAS, the consent of the governing body of an incorporated area in the COUNTY must be provided and a written agreement executed in order for the COUNTY to undertake essential community development and housing activities in the incorporated areas of the COUNTY; and

WHEREAS, this COOPERATION AGREEMENT covers the Community Development Block Grant Program (CDBG) and, as applicable, the HOME Investment Partnership Program (HOME); and

WHEREAS, this COOPERATION AGREEMENT covers the three-year period January 1, 2015 through December 31, 2017 and will be automatically renewed for each successive three-year period, unless the COUNTY or the CITY provides written notice that it elects not to participate for a new qualification period.

NOW THEREFORE, the CITY and the COUNTY herein agree to the terms and provisions outlined herein:

1. The COOPERATION AGREEMENT shall remain in effect until the CDBG (and HOME, where applicable) funds and program income received with respect to the activities carried out during current and subsequent three-year qualification periods are expended and the funded activities completed. Neither party can terminate or withdraw from the COOPERATION AGREEMENT while it remains in effect.
2. Both parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.



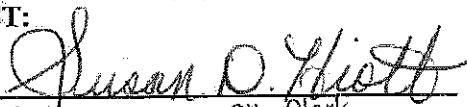

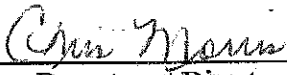
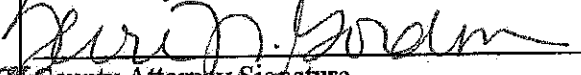
3. COUNTY agrees to notify CITY of its right to elect not to participate in subsequent three-year periods that would otherwise, in accordance with the terms of this COOPERATION AGREEMENT, be automatically renewed within the timeframes required by HUD.
4. CITY agrees to notify COUNTY of its determination to elect not to participate in subsequent three-year periods, in accordance with the requirements established by HUD.
5. As required by HUD, both parties agree to adopt any amendment to the COOPERATION AGREEMENT to incorporate the changes that are necessary to comply with requirements established by HUD, as written in the Urban Qualification Notice that is applicable to the three year period. The parties further agree to ensure that such amendment is submitted to HUD as required in order to avoid the automatic nullification of the automatic renewal of the qualification period.
6. The COUNTY shall have the final responsibility for selecting CDBG (and HOME, where applicable) activities and submitting a Consolidated Plan to HUD.
7. Neither party shall be permitted to veto or otherwise restrict the implementation of the approved Consolidated Plan during the period covered by the COOPERATION AGREEMENT (including subsequent automatically renewable qualification periods, as applicable).
8. Urban County funds may not be used for activities, in or in support of, any CITY 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.
9. The CITY shall not apply for grants from appropriations under the Small Cities or State CDBG Programs for the fiscal years during the period in which it participates with the Urban County.
10. The CITY may only participate in the HOME Program through the Urban County. If the COUNTY does not receive a HOME allocation, the CITY cannot form a HOME consortium with other local governments during the period in which the CITY is a part of the Urban County.
11. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement described in 24 CFR 570.503.
12. Both parties agree to take all actions necessary to assure compliance with all Federal, State, and local regulatory requirements, specifically including but not limited to, 24 CFR 570, 24 CFR 92 (if applicable), Urban County Certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, 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.


13. The cooperating unit of general local government (CITY) shall have adopted and be enforcing (1) 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 (2) 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 jurisdictions.
14. The cooperating unit of general local government (CITY) shall not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly 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 Housing and Community Development Act of 1974, as amended.

[Signatures continue on the following page.]

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in three (3) counterparts, each to be considered as an original by their authorized representatives, on the day and date hereinabove written.

<p>CITY OF BROOKHAVEN, GEORGIA</p> <p>By: <u></u> (SEAL)</p> <p>Signature <u>Max Davis</u></p> <p>Name (Typed or Printed)</p> <p>Mayor</p> <p>Title</p> <p><u>7-18-14</u></p> <p>Date</p>	<p>DEKALB COUNTY, GEORGIA</p> <p><u></u> by Dir. (SEAL)</p> <p>LEE MAY</p> <p>Interim Chief Executive Officer</p> <p>DeKalb County, Georgia</p> <p><u>7/30/2014</u></p> <p>Date</p>
<p>ATTEST:</p> <p><u></u></p> <p>Signature <u>Susan Hiott, City Clerk</u></p> <p>Name (Typed or Printed)</p> <p>Clerk</p> <p>Title</p> <p><u>7-18-14</u></p> <p>Date</p>	<p>ATTEST:</p> <p><u></u></p> <p>BARBARA SANDERS, CCC</p> <p>Clerk of the Chief Executive Officer</p> <p>And Board of Commissioners of</p> <p>DeKalb County, Georgia</p> <p><u>July 30, 2014</u></p> <p>Date</p>
<p>APPROVED AS TO SUBSTANCE:</p> <p><u></u></p> <p>Department Director</p> <p><u>7-21-14</u></p> <p>Date</p>	<p>APPROVED AS TO FORM:</p> <p><u></u></p> <p>SEAL County Attorney Signature</p> <p><u>TERRI N. GORDON</u></p> <p>SEAL County Attorney Name (Typed or Printed)</p> <p><u>7.28.14</u></p> <p>Date</p>

I, Terri N. Gordon, ~~the County Attorney~~, do hereby certify that the terms and provisions contained in the above COOPERATION AGREEMENT, to the best of my knowledge and belief, are fully authorized under the laws of the State of Georgia and DeKalb County. Moreover, I do hereby certify that the COOPERATION AGREEMENT provides full legal authority for the COUNTY to undertake essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.



~~SEAL~~ County Attorney Signature

TERRI N. GORDON

~~SEAL~~ County Attorney Name (Typed or Printed)

7.28.14

Date