

Greater East Texas HOME Consortium
a.k.a.
Brazos Valley HOME Consortium
a.k.a.
Burleson County HOME Consortium

Inter-Local Cooperation Agreement

WHEREAS, the National Affordable Housing Act of 1990, as amended, authorized the HOME Investment Partnership Program; and

WHEREAS, the HOME Investment Partnership Program authorizes the U. S. Department of Housing and Urban Development to allocate funds by formula among eligible states and local governments to provide affordable housing; and

WHEREAS, the National Affordable Housing Act of 1990, as amended, provides that units of local governments that are geographically contiguous may form a consortium for the purpose of receiving a funding allocation as a participating jurisdiction in the HOME Investment Partnership Program; and

WHEREAS, the authority granted through the Interlocal Cooperation Act, Texas Government Code, Chapter 791 permits local units of government to contract with other localities to perform any service or activity for which they are authorized to perform by law and to cooperate with other localities on a basis of mutual advantage;

NOW, THEREFORE, the parties identified below mutually agree as follows:

1. To continue participating as a member of the Brazos Valley HOME Consortium established in 2002 for the purpose of qualifying as a participating jurisdiction for receipt of federal funds through the HOME Investment Partnership Program.
2. The parties agree to cooperate to undertake or to assist in undertaking affordable housing activities for the HOME Program.
3. Burleson County shall assume the role of lead entity and shall contract with the Brazos Valley Council of Governments to act in a representative capacity for all member units of general local government and both entities shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with federal rules, regulations and requirements of the HOME Program, including requirements concerning a Consolidated Plan.
4. The parties agree to affirmatively further fair housing.
5. The parties agree that the term of this agreement shall be that period of time necessary to do and perform all activities that will be funded from HOME funds awarded for the period of three Federal fiscal years commencing with the Federal Fiscal Year beginning October 1, 2010 and all parties are prohibited from withdrawing from the Cooperation Agreement during said period.

6. The members of the Consortium will not be required to provide matching funds for the proposed programs unless approved by the jurisdiction's authorizing public body. However, each participating unit of government agrees to assist the Consortium in identifying eligible matching funds, when available and to consider offering tax foreclosed properties to the HOME Consortium, to be counted as match, and to be redeveloped and put back on the tax roles under new ownership.
7. The Consortium and participating members program year are the same for CDBG, HOME, ESG, and HOPWA Programs.
8. This agreement provides for automatic renewal for participatory successive three-year qualification periods. The Brazos Valley Council of Governments, on behalf of the lead entity, will notify each participating unit of general local government in writing of its right not to participate for the successive three-year qualifying period. Failure to comply with the above will void the automatic renewal of the Consortium Agreement.
9. The Consortium will adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperative agreements set forth in a HUD issued Consortia Qualification Notice applicable for a subsequent three-year Consortia qualification period and the Lead Entity is authorized to make other modifications as needed to aid in the efficient and affective administration of programs to be funded under this agreement. Notice of any such amendment will be provided in writing to each member government of the Consortium.
10. In the event new members wish to join the HOME Consortium during the initial or subsequent three year qualification period, other than the first year of a three year qualification period, the Chief Executive of the lead entity or the Executive Director of the Brazos Valley Council of Governments may amend this inter local cooperation agreement to accommodate the new members and will provide notice in writing to all existing members of such changes.

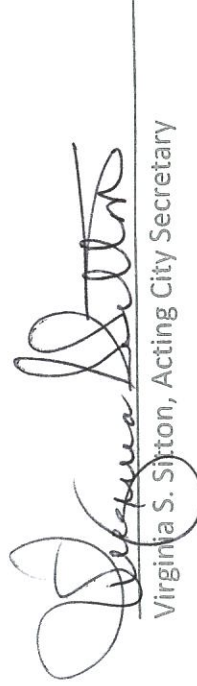
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

In witness whereof, the parties hereto have caused this Inter-Local Cooperation Agreement to be executed by their duly authorized officers.


Judi Kirkpatrick, Mayor, City of Jewett

9/13/10
Date

ATTEST:


Virginia S. Sitton, Acting City Secretary