

APPROVED

JUL 09 2007

COOPERATION AGREEMENT

A COOPERATION AGREEMENT BETWEEN THE CITY OF BROKEN ARROW, OKLAHOMA AND THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA, FOR THE PURPOSE OF PARTICIPATION IN THE TULSA COUNTY URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2008-2010

This Cooperation Agreement ("Agreement") for Community Development Block Grant ("CDBG") funds is made and entered into this 18 day June, 2007, by and between Tulsa County ("COUNTY"), and the City of Broken Arrow ("CITY").

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 U.S.C. 93-383 et seq.), (the "Act"), provides that Community Development Block Grant, ("CDBG"), funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG Regulations 24 CFR 570.307(a) allow counties having a total combined population of 200,000 or more from the unincorporated areas and participating incorporated areas to qualify as an urban county; and,

WHEREAS, the COUNTY meets this threshold and has requested of the United States Department of Housing and Urban Development, ("HUD"), that the COUNTY be designated as an "urban county" as set forth in the Act; and

WHEREAS, the COUNTY has complied with all requirements for Counties seeking urban county entitlement status under the CDBG program; and

WHEREAS, Section 1008 of Title 74 of the Oklahoma Interlocal Cooperation Act 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; and

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WHEREAS, the CITY is eligible for a CDBG formula allocation as a Metropolitan City but desires to relinquish its entitlement status for three years to participate with the COUNTY in the urban county CDBG program; and

WHEREAS, the COUNTY shall act in a representative capacity for all participating units of general local government and shall assume overall responsibility for ensuring that the urban county CDBG Program is carried out in compliance with federal rules, regulations and requirements of the CDBG Program, including requirements for a Consolidated Plan; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement for the aforesaid public purpose and undertaking.

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

I. PURPOSE

The COUNTY and CITY agree that the purpose of this Agreement is to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, funded from annual CDBG Program appropriations for the federal fiscal years for which the COUNTY qualifies for entitlement as an urban county and from any program income generated from the expenditure of such funds.

II. TERM OF AGREEMENT

The term of this Agreement shall be the COUNTY CDBG Urban County qualification period of the federal fiscal years 2008-2010, commencing on August 1, 2008, and ending on July 31, 2011, unless an earlier date of termination is fixed by HUD, pursuant to the Act. Notwithstanding the above, if there are activities undertaken pursuant to this Agreement that are not yet completed or funded, then for the purpose of those activities only, this AGREEMENT shall remain in effect until all CDBG funds received pursuant to this AGREEMENT, and any program income received with respect to activities carried out pursuant to this AGREEMENT are

expended, and the funded activities are completed.

III. NOTIFICATION OF ELIGIBILITY

The CITY represents that the COUNTY has notified the CITY, in writing, of its intention to seek qualification for CDBG Program funding as an urban county; and that such notification advised the City:

- A. That the CITY was eligible to elect to have its population excluded from that of the urban county for the purposes of the CDBG Program; and
- B. That the CITY's election or failure to make an election shall be effective for the full three year period for which the COUNTY qualifies to receive a CDBG Program entitlement as an urban county, and
- C. That the CITY, in becoming part of the urban county, would relinquish its status as a CDBG direct entitlement recipient, and
- D. That the CITY, in becoming part of the urban county, would not be eligible to apply for grants under the HUD-Administered Small Cities or State CDBG programs while the CITY is a part of the urban county; and
- E. That the CITY, through separate agreement, participates in the HOME Program through the Tulsa County HOME Consortium, although this does not preclude the urban county or a unit of local government within the urban county from applying for State HOME funds to the extent allowable by the State

IV. PERIOD OF QUALIFICATION

- A. The COUNTY and CITY acknowledge that the COUNTY's qualification by HUD as an urban county shall remain effective for three (3) consecutive Federal Fiscal years 2008-2010, regardless of changes in its population or boundary or population changes in any communities contained within the urban county during that period, except as otherwise provided by 24 C.F.R. Part 570.307(f).
- B. The COUNTY and CITY acknowledge that, for grant calculation purposes, during the period of urban county qualification, the CITY, as an included unit of general local government, may not withdraw from the urban county unless the COUNTY does not receive a grant for any year during such period of qualification.

V. AUTOMATIC RENEWAL PROVISION

A. The COUNTY and CITY agree that this agreement will renew automatically at the end of each three-year qualification period, unless the COUNTY or the participating unit of general local government provides written notice it elects not to participate in a new qualification period.

B. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right not to participate.

C. The COUNTY and CITY agree:

1. To adopt any amendment(s) to this Agreement incorporating changes that are necessary to meet HUD requirements for cooperation agreements set forth in any future Urban County Qualification Notice(s) that apply to a subsequent three-year urban county qualification period; and

2. To submit such amendment(s) to HUD as provided in the applicable Urban County Qualification Notice; and

3. That failure to comply with these requirements shall void the automatic renewal for such qualification period.

VI. DISTRIBUTION OF FUNDS

A. The COUNTY and CITY agree, for each fiscal year covered by this AGREEMENT, CDBG funds will be allocated by the COUNTY to CITY in an amount greater than the amount that CITY would have received if it had retained its status as a Metropolitan City as identified by HUD.

B. Notwithstanding the above, in no event shall the COUNTY be obligated to distribute more funds to CITY under this AGREEMENT than the COUNTY receives during the three-year agreement period.

C. CITY retains sole authority over the award and implementation of all CDBG funds allocated to CITY under this AGREEMENT. CITY may contract with other entities to perform CDBG-eligible activities, confirmed with a written contract that contains provisions specified in the CDBG Regulations at 24 CFR 570.

VII. REQUIRED ACTIONS

The COUNTY and CITY agree to take all required actions necessary to assure compliance with the COUNTY's urban county 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, as amended, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and all other applicable laws.

VIII. FAIR HOUSING ACTIVITIES

A. The COUNTY and CITY acknowledge and agree that the COUNTY and CITY are required to take steps to affirmatively further fair housing.

B. The COUNTY and CITY acknowledge and agree that urban county CDBG Program funding shall not be permitted or made available for activities in or in support of the CITY if it is determined that the CITY does not affirmatively further fair housing within its own jurisdiction or impedes the COUNTY's actions to comply with its fair housing certification.

IX. CIVIL RIGHTS POLICIES

The COUNTY and CITY acknowledge and represent to the other that they have adopted and are enforcing the following policies:

A. A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdictions 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 within the jurisdiction.

X. REQUIREMENTS APPLICABLE TO SUBRECIPIENTS

The COUNTY and CITY acknowledge and agree that, pursuant to 24 C.F.R. 570.501(b), the CITY shall be subject to the same requirements applicable to

subrecipients, including the requirement for a written agreement as set forth in 24 CFR 570.503.

XI. CONSOLIDATED PLAN

A. The COUNTY and CITY acknowledge and understand that a Consolidated Plan including a comprehensive affordable housing strategy is required of the COUNTY, as an urban county, and that the Consolidated Plan must be submitted to and approved by HUD.

B. The COUNTY and CITY agree that neither party, during the period covered by this Agreement, shall obstruct the implementation of the Consolidated Plan as approved by HUD.

XII DURATION OF AGREEMENT

A. The COUNTY and CITY acknowledge that this Agreement shall remain in full force and effect for the period beginning with Federal Fiscal Year 2008 until CDBG Program and HOME Program funds and program income received with respect to activities carried out during the three-year qualification period, and any successive periods thereafter, are expended and the funded activities are completed.

B. The COUNTY and CITY agree that for the duration of each urban county qualification period covered by this Agreement, neither party may terminate, cancel, withdraw from, or, in any way, impair this Agreement.

XIII. LEGAL AUTHORITY

The COUNTY represents that counsel for the COUNTY has reviewed the terms and provisions of this Agreement, and amendments thereto, and that said counsel has determined that the terms and provisions of this Agreement are fully authorized under State law, as provided by O.S Title 74 Section 1008, as well as local law, and that the Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities, consistent with the CDBG Program.


IN WITNESS WHEREOF, the parties hereto have caused this Cooperation Agreement to be executed by their respective and duly authorized officers.

CITY OF BROKEN ARROW, OKLAHOMA



Mayor

ATTEST


City Clerk 6.18.07



APPROVED AS TO FORM:


Asst. City Attorney

BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA


Chairman




County Clerk

STATEMENT OF THE DISTRICT ATTORNEY

I do hereby certify that the terms and provisions of the Urban County Cooperation Agreement are fully authorized under state and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking community development and housing assistance activities for the CDBG Program.

Approved:


Assistant District Attorney

6-1-07
Date of Approval