

COOPERATIVE AGREEMENT
GENESEE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT made and entered into this _____ day of _____, 2026 between the _____, State of Michigan hereinafter referred to as the "Community", and the County of Genesee, a Michigan Constitutional Corporation, State of Michigan, hereinafter referred to as the "County":

WHEREAS, the Housing and Community Development Act of 1974 as amended provides an entitlement of funds for Community Development purposes for urban counties; and

WHEREAS, Genesee County has been designated as an Urban County provided that it secures Cooperation Agreements with various communities in Genesee County; and

WHEREAS, the agreement covers the Community Development Block Grant Entitlement Program and, where applicable, the HOME Investment Partnership program and Emergency Solutions Grant (ESG) program; and

WHEREAS, the distribution of the funds made available shall be allocated and expended on behalf of each participating Community as closely as possible according to population, overcrowding in housing, economic level and such other factors as may be necessary to comply with the requirements of Title I of the Housing and Community Development Act of 1974 and all amendments thereto and appropriate implementing regulations; and

WHEREAS, the Community agrees to follow all federal regulations applicable to the Community Development Block Grant Program;

NOW THEREFORE, the Community and County do hereby promise and agree:

THAT the community may not apply for grants under Small Cities or State CDBG programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and

THAT the community may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation; and

THAT the County shall have final responsibility for selecting activities and annually filing Final Statements with HUD; and

THAT the County shall have responsibility for assuring that all Community Development Block Grant funds are used in accordance with all program requirements; and

THAT the County shall have the responsibility to apply those program requirements in a manner which provides uniform treatment to all governmental and non-governmental subrecipients; and

THAT the County will, on behalf of the Community, execute essential Community Development and Housing Assistance applications, plans, programs, and projects eligible under the Housing and Development Act of 1974 as amended; and

THAT the County and all cooperating units of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT the Community and the County will take all actions necessary to assure compliance with the 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, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws; that the County is prohibited from funding activities in or in support of any community that does not affirmatively further fair housing within its own jurisdiction, or that impedes the County's action to comply with its fair housing certification; and that funding by the County is contingent upon the Community's compliance with the above; and

THAT the Community has adopted and is enforcing 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 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 demonstration within its jurisdiction; and

THAT the Community shall agree that to the best of its knowledge and belief no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to including an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

THAT the Community shall also agree that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress, in connection with

this Federal contract, grant loan, or cooperative agreement, it will completed and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

THAT the period of time of this agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD Field Office; 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 to make such election; and

THAT failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period; and

THAT the agreement remains in effect until the CDBG (and HOME where applicable) funds and income received with respect to the three year qualification period (and any successive qualification periods under this automatic renewal provision) are expended and the funded activities completed, and that the county and participating unit of general local government may not terminate or withdraw from the agreement while the agreement remains in effect; and

THAT the Community shall inform the County of any income generated by the expenditure of CDBG funds received by the Community; and

THAT any such program income generated by the Community must be paid to the County, but will be returned to that Community for additional projects, as set forth in 24 CFR 570.503; and

THAT any program income the Community retains may only be used for eligible activities approved by the County in accordance with all CDBG requirements as may apply; and

THAT the County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record keeping and reporting by the Community as may be needed for this purpose; and

THAT in the event of a closeout or change in status of the Community, and program income that is on-hand or received subsequent to the closeout or change in status shall be paid to the County; and

THAT the Community shall provide timely notification to the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; and

THAT the Community shall reimburse the County in the amount equal to the current fair market value (less any portion of the value attributable to expenditures of non-CDBG funds) of real property acquired or improved with Community Development Block Grant funds that is sold or transferred for the use which does not qualify under the CDBG regulations; and

THAT the Community shall return to the County program income generated from the disposition or transfer of real property prior to or subsequent to the closeout, change or status, or termination of the cooperation agreement between the County and the Community; and

THAT the Community agrees to carry out its activity(ies) in a timely manner. "Timely manner" shall mean: (1) that all or part of the funds for an activity are committed to a binding contract or purchase agreement prior to the end of the program year in which the funds are awarded; and (2) that the Community will make reasonable progress in completing the activity. The definition of "Reasonable Progress" will differ from activity to activity, depending on the size, scope, and complexity of the activity. However, "Reasonable Progress" shall generally mean completion of the activity within 18 calendar months from the start of the program year in which the funds are awarded. Exceptions to this 18-month completion requirement may, at the County's option, be granted on a case-by-case basis. In no case will a Community be allowed to continue an activity beyond a two and one-half (2 ½) year period, starting with the beginning of the program year in which the funds are awarded. Failure by the Community to carry out an activity in a timely manner shall mean that the County, at its option, may recapture all unspent funds designated for that activity. Funds recaptured in this manner will not be returned to the Community. Said funds will be allocated to another community or will be allocated to a county-wide activity at the County's option; and

THAT the Community agrees to comply with all U.S. Department of Housing and Urban Development (HUD) financial management requirements, including the "Three-Day Rule". This "Three Day Rule" requires the Community to disburse Community Development (CD) funds for an eligible expenditure within three calendar days of receiving said funds from Genesee County. No interest may be earned on the CD funds being held; and

THAT the Community will comply with all HUD rules and regulations limiting special assessments for CD activities. In general, the Housing and Community Development Act of 1974, as amended, prohibits the recovery of "Capital Costs" for a CD project from low- and moderate-income households.

THAT the terms and provisions of this 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 essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT pursuant to 24 CFR 570.501 (B), the Community is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

THAT the general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received 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.

IN WITNESS WHEREOF, the Community and the County have by resolutions authorized this agreement to be executed by their respective officers thereunto as of the day and year first above written.

County's Authorized Representative

Subrecipient's Authorized Representative

Date

Date