



Committee on Planning & Development

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COMMITTEE ON PLANNING & DEVELOPMENT

Agenda Item No. 6 _____ PWI - 6 _____ Meeting Date: _____ August 19, 2014 _____

REQUEST FOR COMMITTEE ACTION

To: Chairman Payne, Committee on Public Works and Infrastructure
From: Paula Gucker, Assistant County Administrator, Department of Community Planning and Development
Department: Greenville County Redevelopment Authority

Item Title: Greenville County Urban County Cooperative Agreement

Action Taken by Committee previously (include dates when Item was discussed):

Motion Requested Today: Approval and forward to full Council

Staff Recommendation:

Impact of Action:

Funding Amount/Source:

Requested by: Martin Livingston, Jr. Executive Director, Greenville County Redevelopment Authority

Staff Representative: Paula Gucker, Assistant County Administrator
Martin Livingston, Jr. Executive Director Greenville County Redevelopment Authority

List of Attachments:
Greenville County's Urban County Cooperative Agreement with Greenville County Redevelopment, Greenville County and the municipalities of Fountain Inn, Greer, Mauldin, Simpsonville and Travelers Rest

8-14-14 _____ various
Date Submitted _____ Approved by the County Administrator _____ Council District



GCRA

Greenville County Redevelopment Authority

August 5, 2014

Fred Payne
Public Works and Infrastructure Committee
Greenville County Council
University Ridge, Suite 2400
Greenville, SC 29601

Dear Councilman Payne:

Every three years, the U.S. Department of Housing and Urban Development (HUD) requires the Greenville County Redevelopment Authority (GCRA) to certify the continuation of Greenville County's Urban County cooperative agreement between the Greenville County Redevelopment Authority, Greenville County, and the municipalities of Fountain Inn, Greer, Mauldin, Simpsonville, and Travelers Rest. The cooperative agreement would continue to provide Community Development Block Grants (CDBG) and HOME Partnership funds for fiscal years 2015-2017 (July 1, 2015 to June 30, 2018).

Enclosed is a copy of the updated cooperative agreements and resolution for County Council approval. Will you place this item on the Public Works and Infrastructure Committee agenda for approval? GCRA staff will be available to answer any questions Council may have regarding the agreement.

We will have original documents available for signatures when the process is completed. If you have any questions, please let me know. I can be reached at (864) 242-9801, extension 114.

Sincerely,

Martin L. Livingston, Jr.
Executive Director

Enclosure



RESOLUTION

WHEREAS, since 1978 the County of Greenville has joined with the five included small municipalities of Fountain Inn, Greer, Mauldin, Simpsonville, and Travelers Rest, executing a Cooperative Agreement every three years, in order to obtain Urban County status with the United States Department of Housing and Urban Development and be eligible to receive annual Urban County entitlement grants of Community Development Block Grant, HOME Partnership Grant and Emergency Shelter Grant funds; and

WHEREAS, said partnership has been successful, resulting in the receipt of millions of dollars in grant funds by the County and these municipalities which has been vital in providing and improving housing for low and moderate income families in the County and said municipalities as well as the infrastructure in their communities, recreation and social services throughout the County; and

WHEREAS, the County and said municipalities have designated the Greenville County Redevelopment Authority as their agent to administer said grant funds; and

WHEREAS, this partnership and arrangement has been beneficial to all parties; and

WHEREAS, it is now time to renew said Cooperative Agreement for an additional three year period for Fiscal years 2015 - 2017; and

WHEREAS, this Cooperative Agreement shall automatically be renewed for participation in successive three year qualification period, unless the County of Greenville or the participating municipalities of Fountain Inn, Greer, Mauldin, Simpsonville and Travelers Rest elect not to participate in a new qualification period; and now

THEREFORE, IT IS HEREBY RESOLVED THAT THE COUNTY OF GREENVILLE SHALL CONTINUE ITS COOPERATIVE AGREEMENT WITH THE CITIES OF FOUNTAIN INN, GREER, MAULDIN, SIMPSONVILLE AND TRAVELERS REST; AND APPOINT THE GREENVILLE COUNTY REDEVELOPMENT AUTHORITY AS ITS AGENT FOR THE PURPOSE OF ADMINISTERING ANY GRANT FUNDS RECEIVED AS A RESULT OF SAID AGREEMENT.

IT IS SO RESOLVED THIS _____ DAY OF AUGUST _____ 2014.

Bob Taylor, Chairman

ATTEST:

Theresa B. Kizer, Clerk to Council

Joseph M. kernell, Council Administrator



GCRA

Greenville County Redevelopment Authority

August 4, 2014

Eddie Case
City Administrator
City of Fountain Inn
200 N. Main Street
Fountain Inn, SC 29644

Dear Mr. Case:

Every three years, the U.S. Department of Housing and Urban Development (HUD) requires the Greenville County Redevelopment Authority (GCRA) to certify the continuation of Greenville County's Urban County cooperative agreement between the Greenville County Redevelopment Authority, Greenville County, and the City of Fountain Inn. The cooperative agreement would continue to provide Community Development Block Grants (CDBG) and HOME Partnership funds for fiscal years 2015-2017 (July 1, 2015 to June 30, 2018).

Enclosed is a copy of the updated cooperative agreement and resolution for City Council approval. Will you place this item on City Council agenda for Thursday, August 14, at 6:00 p.m. GCRA is requesting a resolution and approval by Greenville County Council as well. Either I or GCRA's Program Manager, Imma Nwobodu will be available at the City Council meeting to answer any questions Council may have regarding the agreement, if you believe that will be necessary.

If you have any questions, please let me know. I can be reached at (864) 242-9801, extension 114.

Sincerely,

Martin L. Livingston, Jr.
Executive Director

Enclosure



RESOLUTION

WHEREAS, since 1978 the County of Greenville has joined with the five included small municipalities of Fountain Inn, Greer, Mauldin, Simpsonville, and Travelers Rest, executing a Cooperative Agreement every three years, in order to obtain Urban County status with the United States Department of Housing and Urban Development and be eligible to receive annual Urban County entitlement grants of Community Development Block Grant, HOME Partnership Grant and Emergency Shelter Grant funds; and

WHEREAS, said partnership has been successful, resulting in the receipt of millions of dollars in grant funds by the County and these municipalities which has been vital in providing and improving housing for low and moderate income families in the County and said municipalities as well as the infrastructure in their communities, recreation and social services throughout the County; and

WHEREAS, the County and said municipalities have designated the Greenville County Redevelopment Authority as their agent to administer said grant funds; and

WHEREAS, this partnership and arrangement has been beneficial to all parties; and

WHEREAS, it is now time to renew said Cooperative Agreement for an additional three year period for Fiscal years 2015 - 2017; and

WHEREAS, this Cooperative Agreement shall automatically be renewed for participation in successive three year qualification period, unless the County of Greenville or the participating municipalities of Fountain Inn, Greer, Mauldin, Simpsonville and Travelers Rest elect not to participate in a new qualification period; and now

THEREFORE, IT IS HEREBY RESOLVED THAT THE COUNTY OF GREENVILLE SHALL CONTINUE ITS COOPERATIVE AGREEMENT WITH THE CITIES OF FOUNTAIN INN, GREER, MAULDIN, SIMPSONVILLE AND TRAVELERS REST; AND APPOINT THE GREENVILLE COUNTY REDEVELOPMENT AUTHORITY AS ITS AGENT FOR THE PURPOSE OF ADMINISTERING ANY GRANT FUNDS RECEIVED AS A RESULT OF SAID AGREEMENT.

IT IS SO RESOLVED THIS _____ DAY OF AUGUST _____ 2014.

Gary Long, Mayor

ATTEST:

_____, Clerk to Council Eddie Cased, City Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

COOPERATIVE AGREEMENT

THIS AGREEMENT being made by and between **GREENVILLE COUNTY**, hereinafter referred to as “the County” and the **CITY OF FOUNTAIN INN, SOUTH CAROLINA**, hereinafter referred to as “the Municipality”, this ____ day of _____, 2014, in Greenville County, South Carolina.

WITNESSETH:

WHEREAS, through execution of a Cooperative Agreement, the County and the Municipality have previously qualified for Urban County Entitlement Status under the Housing and Community Development Act for HUD fiscal years 1978 through 2005; and

WHEREAS, it is recognized by both parties that retention of Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990, and the Housing and Community Development Act of 1992; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; and their accompanying regulations.

WHEREAS, the United States Department of Housing and Urban Development CPD Notice 14-07 requires Urban County Cooperation Agreements to include funding through the 2017 Federal fiscal year; and

WHEREAS, the County has demonstrated its expertise and ability to administer such a county-wide program and to assist the participating municipalities with their program through its designated agency, the Greenville County Redevelopment Authority; now

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. **PURPOSE:** The Municipality and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities.
2. **QUALIFYING PERIOD:** The parties shall, upon execution of this Agreement, be bound by its terms for the duration of Federal Fiscal Years 2015, 2016, and 2017. No municipality or included unit of general government may withdraw from the Urban County unless the Urban County does not receive a grant for any program year during such period. The Agreement shall remain in effect until all Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) funds and Emergency Solutions Program (ESP) income received with respect to the three (3) year qualification period and any automatic extension thereof are expended and the funded activities completed.
3. **RENEWAL:** This Agreement shall automatically be renewed for an additional three (3) qualifying periods unless the County or the participating municipality provides written notice it elects not to participate in a new qualifying period. A copy of said notice must be sent to HUD Field Office. Prior to the date specified in HUD's Urban County Qualification, the County through its designee, the Greenville County Redevelopment Authority (GCRA), shall notify each municipality of its right not to participate in the Cooperative Agreement and a copy of that notice must be sent to the HUD Field Office.
4. **NO ADDITIONAL CDBG HOME OR ESP GRANTS:** During the term of the Cooperative Agreement that is set forth above, or grant extension thereof, no municipality or included unit of general local government may apply for grants under the Small Cities or State CDBG Programs or participate in a HOME consortium or the ESP Program except through the Urban County, unless allowed by State Home or ESG programs.
5. **GRANT APPLICATIONS:** Upon obtaining the Agreement of all necessary Municipalities, the County shall make applications for funding as an Urban County Entitlement Recipient under the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990; the Housing and Community Development Act of 1992; and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 which may be provided through the United States Department of Housing and Urban Development (HUD), and the Municipality shall authorize the County to include the City's population as the basis for calculating and securing such funding.

6. **COUNTY GRANT RECIPIENT:** County shall be the recipient of the grants, and as such is responsible to insure that all activities undertaken with said grant funds are eligible under the Housing and Community Development Act of 1974, as amended; the Cranston-Gonzales Act of 1990; the Housing and Community Development Act of 1992; and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; and the County shall be given full and complete authority to administer and monitor any projects or programs undertaken in the Municipality to assure said compliance.

7. **GRANT ADMINISTRATION:** The County shall administer and distribute all funds received from the United States Department of Housing and Urban Development as a result of CDBG, HOME, ESP and related grant applications, through its designated agency, the Greenville County Redevelopment Authority (GCRA), pursuant to Act 516, General and Permanent Laws - 1969 and Section 31-10-10, South Carolina Code of Laws, 1976 as amended, and provide such technical assistance as is necessary to insure compliance with all provisions of the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990 and the Housing and Community Development Act of 1992, and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.

8. **FUNDING FORMULA:** Any funds received as a result of said CDBG, HOME, ESP and related grant applications will be made available to the parties according to the formula agreed to in 1978, as revised in 1999, marked "Exhibit A" which is incorporated herein, with clear understanding that actual dollar amounts that the parties are eligible to receive will increase or decrease proportionate to: (a) the annual entitlement amount established by the United States Department of Housing and Urban Development; (b) such distribution as may be necessary to comply with the requirements of Title I of the Housing and Community Development Act and all appropriate implementing regulations. Further, such additional funding obtained as a result of the 1979 "Urban County" amendment to the Housing and Community Development Act regarding municipality partially located within two counties shall accrue exclusively to the affected municipalities, namely Fountain Inn and Greer, in proportion to the respective increase in population attributable to each municipality under said amendment. Further, that such related HUD funding and other Federal and State funding shall be distributed not on a formula basis, but as appropriate to opportunities within the individual municipalities.

9. **PROJECT ELIGIBILITY:** While the municipality may develop projects to be implemented within its boundaries, the County, through its designee, shall have final responsibility for project selection to assure that federal program guidelines are met, and that the County, through its designee, shall have sole responsibility for preparation and filing of Consolidated Plans and/or Annual Action Plans regarding program activities to be undertaken. Provided, however, all projects and programs

undertaken by the Urban County and the municipalities shall implement and further the goals and objectives set forth in the Consolidated Plan established for the Urban County in 2015 and any revision and extensions thereof, or of any replacement Consolidated Plan duly submitted and approved.

10. **FUNDING PROHIBITIONS:** It is understood that Urban County funding is prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification, and that funds may be suspended or withdrawn until such time as the cooperating unit of government complies with appropriate Laws and Regulations.
11. **SUBRECIPIENT AND MUNICIPALITY REQUIREMENTS:** Pursuant to 24 CFR 570.501(b), each cooperating municipality is subject to the same requirements as subrecipients in such instances where the municipality might have control of CDBG grant or program income funds, including the requirement of a written agreement as set forth in 24 CFR 570.503, and as such its programs shall be subject to review by the County through its designee, the GCRA.
12. **CONSOLIDATED PLAN:** The parties will take all appropriate legal, administrative and legislative actions authorized by State and Local laws necessary to successfully complete all programs included in the Consolidated Plan or component thereof and/or the requirements of the CDBG, HOME and ESP programs undertaken with grant funds.
13. **PROGRAM INCOME:** The County, through its designee, shall receive, monitor and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas, and shall ensure that all such activities are eligible under the acts and regulations cited herein, including but not limited to activities undertaken affected by the Separation of Church and State Doctrine, Fair Housing provisions and other Federally mandated programs.
14. **TITLE TO REAL PROPERTY:** The title to any real property acquired with CDBG or HOME funds allocated to the Municipality, and located within the Municipality when acquired, may be vested in the Municipality, program requirements permitting or the GCRA. The title to any real property acquired with Community Development Block Grant or HOME Investment Partnership Grant or ESP Grant funds, and not situated within the corporate limits of a Municipality when acquired, shall be vested in the GCRA, or its designee. The title to any property acquired by the GCRA through other Federal programs or non-public resources shall reside in GCRA's name or its designee whether it is situated within a Municipality, or within the unincorporated area.

15. **REAL PROPERTY USAGE:** Any real property acquired in whatever name with CDBG, HOME, ESP and related grant funds for use by the Municipality shall conform to such usage's as may be specified as eligible under the provisions of the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990, the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, and their accompanying regulations. Should the Municipality desire to change the usage or dispose of any such property, it shall first obtain the approval of the GCRA in order to assure conformance with the aforementioned act.
16. **EXCESSIVE FORCE:** The County, Municipalities and units of general local government included hereby certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdictions against any individuals engaged in nonviolent civil rights, demonstrations; and (b) a policy of enforcing applicable State and Local Laws against physically barring entrance into or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within their jurisdictions.
17. **COMPLIANCE WITH LAWS:** The parties do hereby mutually commit to take all necessary actions to assure compliance with the Urban Counties certification requirements by conforming with all laws and regulations set by the Federal Government respecting the use of any monies granted pursuant to the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990 the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 and any other program operated by GCRA for the Municipality's benefit. These shall include, but are not limited to, laws and regulations regarding provisions of the National Environmental Policy Act of 1969, Executive Order 11988, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Sections 104(b), Section 109 of Title I of the Housing and Community Development Act of 1974, the Davis-Bacon Act, Section 504 of the Rehabilitation Act of 1973 the Fair Housing Act and other applicable statutes, regulations and Court determinations.
18. **SALE OR TRADE OF GRANT FUNDS:** A unit of general local government may not sell, trade, or otherwise transfer all or nay portion of grant funds to another such metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any or the funds., credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Housing and Community Development Act of 1974. This prohibition is pursuant to provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

19. **HOLD HARMLESS:** The parties agree that should a grant be withheld, withdrawn, or terminated for any reason that Greenville County and the GCRA shall be held harmless, and shall not be subjected to any actions by a Municipality for any resulting consequences.

20. **AMENDMENT:** This Agreement may not be amended without the written consent of all parties and approval of the United States Department of Housing and Urban Development, and its terms shall be binding upon the parties, successors and assigns. Should the County receive notice from HUD of amendments to be made to the Cooperative Agreement, at the beginning of, or during any automatic renewal period, the parties agree to adopt such amendments as may be required to bring said agreement into compliance with HUD Regulations and the Urban County Qualification Notice and provide copies of said changes to HUD.

21. **ENTIRE AGREEMENT:** The document and attachments represents the entire agreement between the parties and shall be binding upon the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, we, the authorized representatives of the parties identified herein, set or hands and seals this day and year aforesaid.

ATTEST:

*Bob Taylor, Chairman
 Greenville County Council*

*Joseph Kernell
 County Administrator*

*David Doser
 Chairman of the Board, GCRA*

*Mayor Gary Long
 City of Fountain Inn*

*City Manager, Eddie Case
 City of Fountain Inn*



GCRA

Greenville County Redevelopment Authority

August 4, 2014

Ed Driggers
City Administrator
City of Greer
106 S. Main Street
Greer, SC 29650

Dear Mr. Driggers:

Every three years, the U.S. Department of Housing and Urban Development (HUD) requires the Greenville County Redevelopment Authority (GCRA) to certify the continuation of Greenville County's Urban County cooperative agreement between the Greenville County Redevelopment Authority, Greenville County, and the City of Greer. The cooperative agreement would continue to provide Community Development Block Grants (CDBG) and HOME Partnership funds for fiscal years 2015-2017 (July 1, 2015 to June 30, 2018).

Enclosed is a copy of the updated cooperative agreement and resolution for City Council approval. Will you place this item on City Council agenda for Tuesday, August 12, at 6:30 p.m. GCRA is requesting a resolution and approval by Greenville County Council as well. Either I or GCRA's Program Manager, Imma Nwobodu will be available at the City Council meeting to answer any questions Council may have regarding the agreement, if you believe that will be necessary.

If you have any questions, please let me know. I can be reached at (864) 242-9801, extension 114.

Sincerely,

Martin L. Livingston, Jr.
Executive Director

Enclosure

RESOLUTION

WHEREAS, since 1978 the County of Greenville has joined with the five included small municipalities of Fountain Inn, Greer, Mauldin, Simpsonville, and Travelers Rest, executing a Cooperative Agreement every three years, in order to obtain Urban County status with the United States Department of Housing and Urban Development and be eligible to receive annual Urban County entitlement grants of Community Development Block Grant, HOME Partnership Grant and Emergency Shelter Grant funds; and

WHEREAS, said partnership has been successful, resulting in the receipt of millions of dollars in grant funds by the County and these municipalities which has been vital in providing and improving housing for low and moderate income families in the County and said municipalities as well as the infrastructure in their communities, recreation and social services throughout the County; and

WHEREAS, the County and said municipalities have designated the Greenville County Redevelopment Authority as their agent to administer said grant funds; and

WHEREAS, this partnership and arrangement has been beneficial to all parties; and

WHEREAS, it is now time to renew said Cooperative Agreement for an additional three year period for Fiscal years 2015 - 2017; and

WHEREAS, this Cooperative Agreement shall automatically be renewed for participation in successive three year qualification period, unless the County of Greenville or the participating municipalities of Fountain Inn, Greer, Mauldin, Simpsonville and Travelers Rest elect not to participate in a new qualification period; and now

THEREFORE, IT IS HEREBY RESOLVED THAT THE COUNTY OF GREENVILLE SHALL CONTINUE ITS COOPERATIVE AGREEMENT WITH THE CITIES OF FOUNTAIN INN, GREER, MAULDIN, SIMPSONVILLE AND TRAVELERS REST; AND APPOINT THE GREENVILLE COUNTY REDEVELOPMENT AUTHORITY AS ITS AGENT FOR THE PURPOSE OF ADMINISTERING ANY GRANT FUNDS RECEIVED AS A RESULT OF SAID AGREEMENT.

IT IS SO RESOLVED THIS _____ DAY OF AUGUST _____ 2014.

Rick Danner, Mayor

ATTEST:

_____, Clerk to Council _____, Ed Driggers, City Administrator

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

COOPERATIVE AGREEMENT

THIS AGREEMENT being made by and between *GREENVILLE COUNTY*, hereinafter referred to as “the County” and the *CITY OF GREER, SOUTH CAROLINA*, hereinafter referred to as “the Municipality”, this ____ day of _____, 2014, in Greenville County, South Carolina.

WITNESSETH:

WHEREAS, through execution of a Cooperative Agreement, the County and the Municipality have previously qualified for Urban County Entitlement Status under the Housing and Community Development Act for HUD fiscal years 1978 through 2005; and

WHEREAS, it is recognized by both parties that retention of Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990, and the Housing and Community Development Act of 1992; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; and their accompanying regulations.

WHEREAS, the United States Department of Housing and Urban Development CPD Notice 14-07 requires Urban County Cooperation Agreements to include funding through the 2017 Federal fiscal year; and

WHEREAS, the County has demonstrated its expertise and ability to administer such a county-wide program and to assist the participating municipalities with their program through its designated agency, the Greenville County Redevelopment Authority; now

THEREFORE, IT IS MUTUALLY AGREED THAT:

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3. **RENEWAL:** This Agreement shall automatically be renewed for an additional three (3) qualifying periods unless the County or the participating municipality provides written notice it elects not to participate in a new qualifying period. A copy of said notice must be sent to HUD Field Office. Prior to the date specified in HUD's Urban County Qualification, the County through its designee, the Greenville County Redevelopment Authority (GCRA), shall notify each municipality of its right not to participate in the Cooperative Agreement and a copy of that notice must be sent to the HUD Field Office.
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5. **GRANT APPLICATIONS:** Upon obtaining the Agreement of all necessary Municipalities, the County shall make applications for funding as an Urban County Entitlement Recipient under the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990; the Housing and Community Development Act of 1992; and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 which may be provided through the United States Department of Housing and Urban Development (HUD), and the Municipality shall authorize the County to include the City's population as the basis for calculating and securing such funding.

6. **COUNTY GRANT RECIPIENT:** County shall be the recipient of the grants, and as such is responsible to insure that all activities undertaken with said grant funds are eligible under the Housing and Community Development Act of 1974, as amended; the Cranston-Gonzales Act of 1990; the Housing and Community Development Act of 1992; and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; and the County shall be given full and complete authority to administer and monitor any projects or programs undertaken in the Municipality to assure said compliance.
7. **GRANT ADMINISTRATION:** The County shall administer and distribute all funds received from the United States Department of Housing and Urban Development as a result of CDBG, HOME, ESP and related grant applications, through its designated agency, the Greenville County Redevelopment Authority (GCRA), pursuant to Act 516, General and Permanent Laws - 1969 and Section 31-10-10, South Carolina Code of Laws, 1976 as amended, and provide such technical assistance as is necessary to insure compliance with all provisions of the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990 and the Housing and Community Development Act of 1992, and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.
8. **FUNDING FORMULA:** Any funds received as a result of said CDBG, HOME, ESP and related grant applications will be made available to the parties according to the formula agreed to in 1978, as revised in 1999, marked "Exhibit A" which is incorporated herein, with clear understanding that actual dollar amounts that the parties are eligible to receive will increase or decrease proportionate to: (a) the annual entitlement amount established by the United States Department of Housing and Urban Development; (b) such distribution as may be necessary to comply with the requirements of Title I of the Housing and Community Development Act and all appropriate implementing regulations. Further, such additional funding obtained as a result of the 1979 "Urban County" amendment to the Housing and Community Development Act regarding municipality partially located within two counties shall accrue exclusively to the affected municipalities, namely Fountain Inn and Greer, in proportion to the respective increase in population attributable to each municipality under said amendment. Further, that such related HUD funding and other Federal and State funding shall be distributed not on a formula basis, but as appropriate to opportunities within the individual municipalities.
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undertaken by the Urban County and the municipalities shall implement and further the goals and objectives set forth in the Consolidated Plan established for the Urban County in 2015 and any revision and extensions thereof, or of any replacement Consolidated Plan duly submitted and approved.

10. **FUNDING PROHIBITIONS:** It is understood that Urban County funding is prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification, and that funds may be suspended or withdrawn until such time as the cooperating unit of government complies with appropriate Laws and Regulations.
11. **SUBRECIPIENT AND MUNICIPALITY REQUIREMENTS:** Pursuant to 24 CFR 570.501(b), each cooperating municipality is subject to the same requirements as subrecipients in such instances where the municipality might have control of CDBG grant or program income funds, including the requirement of a written agreement as set forth in 24 CFR 570.503, and as such its programs shall be subject to review by the County through its designee, the GCRA.
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13. **PROGRAM INCOME:** The County, through its designee, shall receive, monitor and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas, and shall ensure that all such activities are eligible under the acts and regulations cited herein, including but not limited to activities undertaken affected by the Separation of Church and State Doctrine, Fair Housing provisions and other Federally mandated programs.
14. **TITLE TO REAL PROPERTY:** The title to any real property acquired with CDBG or HOME funds allocated to the Municipality, and located within the Municipality when acquired, may be vested in the Municipality, program requirements permitting or the GCRA. The title to any real property acquired with Community Development Block Grant or HOME Investment Partnership Grant or ESP Grant funds, and not situated within the corporate limits of a Municipality when acquired, shall be vested in the GCRA, or its designee. The title to any property acquired by the GCRA through other Federal programs or non-public resources shall reside in GCRA's name or its designee whether it is situated within a Municipality, or within the unincorporated area.

15. **REAL PROPERTY USAGE:** Any real property acquired in whatever name with CDBG, HOME, ESP and related grant funds for use by the Municipality shall conform to such usage's as may be specified as eligible under the provisions of the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990, the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, and their accompanying regulations. Should the Municipality desire to change the usage or dispose of any such property, it shall first obtain the approval of the GCRA in order to assure conformance with the aforementioned act.
16. **EXCESSIVE FORCE:** The County, Municipalities and units of general local government included hereby certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdictions against any individuals engaged in nonviolent civil rights, demonstrations: and (b) a policy of enforcing applicable State and Local Laws against physically barring entrance into or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within their jurisdictions.
17. **COMPLIANCE WITH LAWS:** The parties do hereby mutually commit to take all necessary actions to assure compliance with the Urban Counties certification requirements by conforming with all laws and regulations set by the Federal Government respecting the use of any monies granted pursuant to the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990 the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 and any other program operated by GCRA for the Municipality's benefit. These shall include, but are not limited to, laws and regulations regarding provisions of the National Environmental Policy Act of 1969, Executive Order 11988, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Sections 104(b), Section 109 of Title I of the Housing and Community Development Act of 1974, the Davis-Bacon Act, Section 504 of the Rehabilitation Act of 1973 the Fair Housing Act and other applicable statutes, regulations and Court determinations.
18. **SALE OR TRADE OF GRANT FUNDS:** A unit of general local government may not sell, trade, or otherwise transfer all or nay portion of grant funds to another such metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any or the funds., credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Housing and Community Development Act of 1974. This prohibition is pursuant to provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

19. **HOLD HARMLESS:** The parties agree that should a grant be withheld, withdrawn, or terminated for any reason that Greenville County and the GCRA shall be held harmless, and shall not be subjected to any actions by a Municipality for any resulting consequences.

20. **AMENDMENT:** This Agreement may not be amended without the written consent of all parties and approval of the United States Department of Housing and Urban Development, and its terms shall be binding upon the parties, successors and assigns. Should the County receive notice from HUD of amendments to be made to the Cooperative Agreement, at the beginning of, or during any automatic renewal period, the parties agree to adopt such amendments as may be required to bring said agreement into compliance with HUD Regulations and the Urban County Qualification Notice and provide copies of said changes to HUD.

21. **ENTIRE AGREEMENT:** The document and attachments represents the entire agreement between the parties and shall be binding upon the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, we, the authorized representatives of the parties identified herein, set or hands and seals this day and year aforesaid.

ATTEST:

*Bob Taylor, Chairman
 Greenville County Council*

*Joseph Kernell
 County Administrator*

*David Doser
 Chairman of the Board, GCRA*

*Mayor Rick Danner
 City of Greer*

*City Administrator, Ed Driggers
 City of Greer*



GCRA

Greenville County Redevelopment Authority

August 1, 2014

David Dyrhaug
Interim City Administrator
City of Simpsonville
118 N.E. Main Street
Simpsonville, SC 29681

Dear Mr. Dyrhaug:

Every three years, the U.S. Department of Housing and Urban Development (HUD) requires the Greenville County Redevelopment Authority (GCRA) to certify the continuation of Greenville County's Urban County cooperative agreement between the Greenville County Redevelopment Authority, Greenville County, and the City of Simpsonville. The cooperative agreement would continue to provide Community Development Block Grants (CDBG) and HOME Partnership funds for fiscal years 2015-2017 (July 1, 2015 to June 30, 2018).

Enclosed is a copy of the updated cooperative agreement and resolution for City Council approval. Will you place this item on City Council agenda for Tuesday, August 12, at 6:30 p.m. GCRA is requesting a resolution and approval by Greenville County Council as well. Either I or GCRA's Program Manager, Imma Nwobodu will be available at the City Council meeting to answer any questions Council may have regarding the agreement, if you believe that will be necessary.

If you have any questions, please let me know. I can be reached at (864) 242-9801, extension 114.

Sincerely,

Martin L. Livingston, Jr.
Executive Director

Enclosure



RESOLUTION

WHEREAS, since 1978 the County of Greenville has joined with the five included small municipalities of Fountain Inn, Greer, Mauldin, Simpsonville, and Travelers Rest, executing a Cooperative Agreement every three years, in order to obtain Urban County status with the United States Department of Housing and Urban Development and be eligible to receive annual Urban County entitlement grants of Community Development Block Grant, HOME Partnership Grant and Emergency Shelter Grant funds; and

WHEREAS, said partnership has been successful, resulting in the receipt of millions of dollars in grant funds by the County and these municipalities which has been vital in providing and improving housing for low and moderate income families in the County and said municipalities as well as the infrastructure in their communities, recreation and social services throughout the County; and

WHEREAS, the County and said municipalities have designated the Greenville County Redevelopment Authority as their agent to administer said grant funds; and

WHEREAS, this partnership and arrangement has been beneficial to all parties; and

WHEREAS, it is now time to renew said Cooperative Agreement for an additional three year period for Fiscal years 2015 - 2017; and

WHEREAS, this Cooperative Agreement shall automatically be renewed for participation in successive three year qualification period, unless the County of Greenville or the participating municipalities of Fountain Inn, Greer, Mauldin, Simpsonville and Travelers Rest elect not to participate in a new qualification period; and now

THEREFORE, IT IS HEREBY RESOLVED THAT THE COUNTY OF GREENVILLE SHALL CONTINUE ITS COOPERATIVE AGREEMENT WITH THE CITIES OF FOUNTAIN INN, GREER, MAULDIN, SIMPSONVILLE AND TRAVELERS REST; AND APPOINT THE GREENVILLE COUNTY REDEVELOPMENT AUTHORITY AS ITS AGENT FOR THE PURPOSE OF ADMINISTERING ANY GRANT FUNDS RECEIVED AS A RESULT OF SAID AGREEMENT.

IT IS SO RESOLVED THIS _____ DAY OF AUGUST _____ 2014.

Geneva Lawrence, Mayor Pro Temp

ATTEST:

_____, Clerk to Council David Duhrang, Interim City Administrator

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. **PURPOSE:** The Municipality and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities.
2. **QUALIFYING PERIOD:** The parties shall, upon execution of this Agreement, be bound by its terms for the duration of Federal Fiscal Years 2015, 2016, and 2017. No municipality or included unit of general government may withdraw from the Urban County unless the Urban County does not receive a grant for any program year during such period. The Agreement shall remain in effect until all Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) funds and Emergency Solutions Program (ESP) income received with respect to the three (3) year qualification period and any automatic extension thereof are expended and the funded activities completed.
3. **RENEWAL:** This Agreement shall automatically be renewed for an additional three (3) qualifying periods unless the County or the participating municipality provides written notice it elects not to participate in a new qualifying period. A copy of said notice must be sent to HUD Field Office. Prior to the date specified in HUD's Urban County Qualification, the County through its designee, the Greenville County Redevelopment Authority (GCRA), shall notify each municipality of its right not to participate in the Cooperative Agreement and a copy of that notice must be sent to the HUD Field Office.
4. **NO ADDITIONAL CDBG HOME OR ESP GRANTS:** During the term of the Cooperative Agreement that is set forth above, or grant extension thereof, no municipality or included unit of general local government may apply for grants under the Small Cities or State CDBG Programs or participate in a HOME consortium or the ESP Program except through the Urban County, unless allowed by State Home or ESG programs.
5. **GRANT APPLICATIONS:** Upon obtaining the Agreement of all necessary Municipalities, the County shall make applications for funding as an Urban County Entitlement Recipient under the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990; the Housing and Community Development Act of 1992; and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 which may be provided through the United States Department of Housing and Urban Development (HUD), and the Municipality shall authorize the County to include the City's population as the basis for calculating and securing such funding.

6. **COUNTY GRANT RECIPIENT:** County shall be the recipient of the grants, and as such is responsible to insure that all activities undertaken with said grant funds are eligible under the Housing and Community Development Act of 1974, as amended; the Cranston-Gonzales Act of 1990; the Housing and Community Development Act of 1992; and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; and the County shall be given full and complete authority to administer and monitor any projects or programs undertaken in the Municipality to assure said compliance.
7. **GRANT ADMINISTRATION:** The County shall administer and distribute all funds received from the United States Department of Housing and Urban Development as a result of CDBG, HOME, ESP and related grant applications, through its designated agency, the Greenville County Redevelopment Authority (GCRA), pursuant to Act 516, General and Permanent Laws - 1969 and Section 31-10-10, South Carolina Code of Laws, 1976 as amended, and provide such technical assistance as is necessary to insure compliance with all provisions of the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990 and the Housing and Community Development Act of 1992, and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.
8. **FUNDING FORMULA:** Any funds received as a result of said CDBG, HOME, ESP and related grant applications will be made available to the parties according to the formula agreed to in 1978, as revised in 1999, marked "Exhibit A" which is incorporated herein, with clear understanding that actual dollar amounts that the parties are eligible to receive will increase or decrease proportionate to: (a) the annual entitlement amount established by the United States Department of Housing and Urban Development; (b) such distribution as may be necessary to comply with the requirements of Title I of the Housing and Community Development Act and all appropriate implementing regulations. Further, such additional funding obtained as a result of the 1979 "Urban County" amendment to the Housing and Community Development Act regarding municipality partially located within two counties shall accrue exclusively to the affected municipalities, namely Fountain Inn and Greer, in proportion to the respective increase in population attributable to each municipality under said amendment. Further, that such related HUD funding and other Federal and State funding shall be distributed not on a formula basis, but as appropriate to opportunities within the individual municipalities.
9. **PROJECT ELIGIBILITY:** While the municipality may develop projects to be implemented within its boundaries, the County, through its designee, shall have final responsibility for project selection to assure that federal program guidelines are met, and that the County, through its designee, shall have sole responsibility for preparation and filing of Consolidated Plans and/or Annual Action Plans regarding program activities to be undertaken. Provided, however, all projects and programs

undertaken by the Urban County and the municipalities shall implement and further the goals and objectives set forth in the Consolidated Plan established for the Urban County in 2015 and any revision and extensions thereof, or of any replacement Consolidated Plan duly submitted and approved.

10. **FUNDING PROHIBITIONS:** It is understood that Urban County funding is prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification, and that funds may be suspended or withdrawn until such time as the cooperating unit of government complies with appropriate Laws and Regulations.
11. **SUBRECIPIENT AND MUNICIPALITY REQUIREMENTS:** Pursuant to 24 CFR 570.501(b), each cooperating municipality is subject to the same requirements as subrecipients in such instances where the municipality might have control of CDBG grant or program income funds, including the requirement of a written agreement as set forth in 24 CFR 570.503, and as such its programs shall be subject to review by the County through its designee, the GCRA.
12. **CONSOLIDATED PLAN:** The parties will take all appropriate legal, administrative and legislative actions authorized by State and Local laws necessary to successfully complete all programs included in the Consolidated Plan or component thereof and/or the requirements of the CDBG, HOME and ESP programs undertaken with grant funds.
13. **PROGRAM INCOME:** The County, through its designee, shall receive, monitor and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas, and shall ensure that all such activities are eligible under the acts and regulations cited herein, including but not limited to activities undertaken affected by the Separation of Church and State Doctrine, Fair Housing provisions and other Federally mandated programs.
14. **TITLE TO REAL PROPERTY:** The title to any real property acquired with CDBG or HOME funds allocated to the Municipality, and located within the Municipality when acquired, may be vested in the Municipality, program requirements permitting or the GCRA. The title to any real property acquired with Community Development Block Grant or HOME Investment Partnership Grant or ESP Grant funds, and not situated within the corporate limits of a Municipality when acquired, shall be vested in the GCRA, or its designee. The title to any property acquired by the GCRA through other Federal programs or non-public resources shall reside in GCRA's name or its designee whether it is situated within a Municipality, or within the unincorporated area.

15. **REAL PROPERTY USAGE:** Any real property acquired in whatever name with CDBG, HOME, ESP and related grant funds for use by the Municipality shall conform to such usage's as may be specified as eligible under the provisions of the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990, the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, and their accompanying regulations. Should the Municipality desire to change the usage or dispose of any such property, it shall first obtain the approval of the GCRA in order to assure conformance with the aforementioned act.
16. **EXCESSIVE FORCE:** The County, Municipalities and units of general local government included hereby certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdictions against any individuals engaged in nonviolent civil rights, demonstrations: and (b) a policy of enforcing applicable State and Local Laws against physically barring entrance into or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within their jurisdictions.
17. **COMPLIANCE WITH LAWS:** The parties do hereby mutually commit to take all necessary actions to assure compliance with the Urban Counties certification requirements by conforming with all laws and regulations set by the Federal Government respecting the use of any monies granted pursuant to the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990 the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 and any other program operated by GCRA for the Municipality's benefit. These shall include, but are not limited to, laws and regulations regarding provisions of the National Environmental Policy Act of 1969, Executive Order 11988, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Sections 104(b), Section 109 of Title I of the Housing and Community Development Act of 1974, the Davis-Bacon Act, Section 504 of the Rehabilitation Act of 1973 the Fair Housing Act and other applicable statutes, regulations and Court determinations.
18. **SALE OR TRADE OF GRANT FUNDS:** A unit of general local government may not sell, trade, or otherwise transfer all or nay portion of grant funds to another such metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any or the funds., credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Housing and Community Development Act of 1974. This prohibition is pursuant to provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

19. **HOLD HARMLESS:** The parties agree that should a grant be withheld, withdrawn, or terminated for any reason that Greenville County and the GCRA shall be held harmless, and shall not be subjected to any actions by a Municipality for any resulting consequences.

20. **AMENDMENT:** This Agreement may not be amended without the written consent of all parties and approval of the United States Department of Housing and Urban Development, and its terms shall be binding upon the parties, successors and assigns. Should the County receive notice from HUD of amendments to be made to the Cooperative Agreement, at the beginning of, or during any automatic renewal period, the parties agree to adopt such amendments as may be required to bring said agreement into compliance with HUD Regulations and the Urban County Qualification Notice and provide copies of said changes to HUD.

21. **ENTIRE AGREEMENT:** The document and attachments represents the entire agreement between the parties and shall be binding upon the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, we, the authorized representatives of the parties identified herein, set or hands and seals this day and year aforesaid.

ATTEST:

*Bob Taylor, Chairman
Greenville County Council*

*Joseph Kernell
County Administrator*

*David Doser
Chairman of the Board, GCRA*

*Mayor Pro Temp, Geneva Lawrence
City of Simpsonville*

*Interim City Manager, David Dyrhaug
City of Simpsonville*



GCRA

Greenville County Redevelopment Authority

August 4, 2014

Dianna Turner
City Administrator
City of Travelers Rest
6711 State Park Road
Travelers Rest, SC 29690

Dear Ms. Turner:

Every three years, the U.S. Department of Housing and Urban Development (HUD) requires the Greenville County Redevelopment Authority (GCRA) to certify the continuation of Greenville County's Urban County cooperative agreement between the Greenville County Redevelopment Authority, Greenville County, and the City of Travelers Rest. The cooperative agreement would continue to provide Community Development Block Grants (CDBG) and HOME Partnership funds for fiscal years 2015-2017 (July 1, 2015 to June 30, 2018).

Enclosed is a copy of the updated cooperative agreement and resolution for City Council approval. Will you place this item on City Council agenda for Thursday, August 21, at 6:00 p.m. GCRA is requesting a resolution and approval by Greenville County Council as well. Either I or GCRA's Program Manager, Imma Nwobodu will be available at the City Council meeting to answer any questions Council may have regarding the agreement, if you believe that will be necessary.

If you have any questions, please let me know. I can be reached at (864) 242-9801, extension 114.

Sincerely,

Martin L. Livingston, Jr.
Executive Director

Enclosure

RESOLUTION

WHEREAS, since 1978 the County of Greenville has joined with the five included small municipalities of Fountain Inn, Greer, Mauldin, Simpsonville, and Travelers Rest, executing a Cooperative Agreement every three years, in order to obtain Urban County status with the United States Department of Housing and Urban Development and be eligible to receive annual Urban County entitlement grants of Community Development Block Grant, HOME Partnership Grant and Emergency Shelter Grant funds; and

WHEREAS, said partnership has been successful, resulting in the receipt of millions of dollars in grant funds by the County and these municipalities which has been vital in providing and improving housing for low and moderate income families in the County and said municipalities as well as the infrastructure in their communities, recreation and social services throughout the County; and

WHEREAS, the County and said municipalities have designated the Greenville County Redevelopment Authority as their agent to administer said grant funds; and

WHEREAS, this partnership and arrangement has been beneficial to all parties; and

WHEREAS, it is now time to renew said Cooperative Agreement for an additional three year period for Fiscal years 2015 - 2017; and

WHEREAS, this Cooperative Agreement shall automatically be renewed for participation in successive three year qualification period, unless the County of Greenville or the participating municipalities of Fountain Inn, Greer, Mauldin, Simpsonville and Travelers Rest elect not to participate in a new qualification period; and now

THEREFORE, IT IS HEREBY RESOLVED THAT THE COUNTY OF GREENVILLE SHALL CONTINUE ITS COOPERATIVE AGREEMENT WITH THE CITIES OF FOUNTAIN INN, GREER, MAULDIN, SIMPSONVILLE AND TRAVELERS REST; AND APPOINT THE GREENVILLE COUNTY REDEVELOPMENT AUTHORITY AS ITS AGENT FOR THE PURPOSE OF ADMINISTERING ANY GRANT FUNDS RECEIVED AS A RESULT OF SAID AGREEMENT.

IT IS SO RESOLVED THIS _____ DAY OF AUGUST _____ 2014.

Wayne McCall, Mayor

_____, Clerk to Council Dianna Turner, City Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

COOPERATIVE AGREEMENT

THIS AGREEMENT being made by and between **GREENVILLE COUNTY**, hereinafter referred to as “the County” and the **CITY OF TRAVELERS REST, SOUTH CAROLINA**, hereinafter referred to as “the Municipality”, this ____ day of _____, 2014, in Greenville County, South Carolina.

WITNESSETH:

WHEREAS, through execution of a Cooperative Agreement, the County and the Municipality have previously qualified for Urban County Entitlement Status under the Housing and Community Development Act for HUD fiscal years 1978 through 2005; and

WHEREAS, it is recognized by both parties that retention of Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990, and the Housing and Community Development Act of 1992; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; and their accompanying regulations.

WHEREAS, the United States Department of Housing and Urban Development CPD Notice 14-07 requires Urban County Cooperation Agreements to include funding through the 2017 Federal fiscal year; and

WHEREAS, the County has demonstrated its expertise and ability to administer such a county-wide program and to assist the participating municipalities with their program through its designated agency, the Greenville County Redevelopment Authority; now

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. **PURPOSE:** The Municipality and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities.
2. **QUALIFYING PERIOD:** The parties shall, upon execution of this Agreement, be bound by its terms for the duration of Federal Fiscal Years 2015, 2016, and 2017. No municipality or included unit of general government may withdraw from the Urban County unless the Urban County does not receive a grant for any program year during such period. The Agreement shall remain in effect until all Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) funds and Emergency Solutions Program (ESP) income received with respect to the three (3) year qualification period and any automatic extension thereof are expended and the funded activities completed.
3. **RENEWAL:** This Agreement shall automatically be renewed for an additional three (3) qualifying periods unless the County or the participating municipality provides written notice it elects not to participate in a new qualifying period. A copy of said notice must be sent to HUD Field Office. Prior to the date specified in HUD's Urban County Qualification, the County through its designee, the Greenville County Redevelopment Authority (GCRA), shall notify each municipality of its right not to participate in the Cooperative Agreement and a copy of that notice must be sent to the HUD Field Office.
4. **NO ADDITIONAL CDBG HOME OR ESP GRANTS:** During the term of the Cooperative Agreement that is set forth above, or grant extension thereof, no municipality or included unit of general local government may apply for grants under the Small Cities or State CDBG Programs or participate in a HOME consortium or the ESP Program except through the Urban County, unless allowed by State Home or ESG programs.
5. **GRANT APPLICATIONS:** Upon obtaining the Agreement of all necessary Municipalities, the County shall make applications for funding as an Urban County Entitlement Recipient under the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990; the Housing and Community Development Act of 1992; and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 which may be provided through the United States Department of Housing and Urban Development (HUD), and the Municipality shall authorize the County to include the City's population as the basis for calculating and securing such funding.

6. **COUNTY GRANT RECIPIENT:** County shall be the recipient of the grants, and as such is responsible to insure that all activities undertaken with said grant funds are eligible under the Housing and Community Development Act of 1974, as amended; the Cranston-Gonzales Act of 1990; the Housing and Community Development Act of 1992; and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; and the County shall be given full and complete authority to administer and monitor any projects or programs undertaken in the Municipality to assure said compliance.
7. **GRANT ADMINISTRATION:** The County shall administer and distribute all funds received from the United States Department of Housing and Urban Development as a result of CDBG, HOME, ESP and related grant applications, through its designated agency, the Greenville County Redevelopment Authority (GCRA), pursuant to Act 516, General and Permanent Laws - 1969 and Section 31-10-10, South Carolina Code of Laws, 1976 as amended, and provide such technical assistance as is necessary to insure compliance with all provisions of the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990 and the Housing and Community Development Act of 1992, and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.
8. **FUNDING FORMULA:** Any funds received as a result of said CDBG, HOME, ESP and related grant applications will be made available to the parties according to the formula agreed to in 1978, as revised in 1999, marked "Exhibit A" which is incorporated herein, with clear understanding that actual dollar amounts that the parties are eligible to receive will increase or decrease proportionate to: (a) the annual entitlement amount established by the United States Department of Housing and Urban Development; (b) such distribution as may be necessary to comply with the requirements of Title I of the Housing and Community Development Act and all appropriate implementing regulations. Further, such additional funding obtained as a result of the 1979 "Urban County" amendment to the Housing and Community Development Act regarding municipality partially located within two counties shall accrue exclusively to the affected municipalities, namely Fountain Inn and Greer, in proportion to the respective increase in population attributable to each municipality under said amendment. Further, that such related HUD funding and other Federal and State funding shall be distributed not on a formula basis, but as appropriate to opportunities within the individual municipalities.
9. **PROJECT ELIGIBILITY:** While the municipality may develop projects to be implemented within its boundaries, the County, through its designee, shall have final responsibility for project selection to assure that federal program guidelines are met, and that the County, through its designee, shall have sole responsibility for preparation and filing of Consolidated Plans and/or Annual Action Plans regarding program activities to be undertaken. Provided, however, all projects and programs

undertaken by the Urban County and the municipalities shall implement and further the goals and objectives set forth in the Consolidated Plan established for the Urban County in 2015 and any revision and extensions thereof, or of any replacement Consolidated Plan duly submitted and approved.

10. **FUNDING PROHIBITIONS:** It is understood that Urban County funding is prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification, and that funds may be suspended or withdrawn until such time as the cooperating unit of government complies with appropriate Laws and Regulations.
11. **SUBRECIPIENT AND MUNICIPALITY REQUIREMENTS:** Pursuant to 24 CFR 570.501(b), each cooperating municipality is subject to the same requirements as subrecipients in such instances where the municipality might have control of CDBG grant or program income funds, including the requirement of a written agreement as set forth in 24 CFR 570.503, and as such its programs shall be subject to review by the County through its designee, the GCRA.
12. **CONSOLIDATED PLAN:** The parties will take all appropriate legal, administrative and legislative actions authorized by State and Local laws necessary to successfully complete all programs included in the Consolidated Plan or component thereof and/or the requirements of the CDBG, HOME and ESP programs undertaken with grant funds.
13. **PROGRAM INCOME:** The County, through its designee, shall receive, monitor and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas, and shall ensure that all such activities are eligible under the acts and regulations cited herein, including but not limited to activities undertaken affected by the Separation of Church and State Doctrine, Fair Housing provisions and other Federally mandated programs.
14. **TITLE TO REAL PROPERTY:** The title to any real property acquired with CDBG or HOME funds allocated to the Municipality, and located within the Municipality when acquired, may be vested in the Municipality, program requirements permitting or the GCRA. The title to any real property acquired with Community Development Block Grant or HOME Investment Partnership Grant or ESP Grant funds, and not situated within the corporate limits of a Municipality when acquired, shall be vested in the GCRA, or its designee. The title to any property acquired by the GCRA through other Federal programs or non-public resources shall reside in GCRA's name or its designee whether it is situated within a Municipality, or within the unincorporated area.

15. **REAL PROPERTY USAGE:** Any real property acquired in whatever name with CDBG, HOME, ESP and related grant funds for use by the Municipality shall conform to such usage's as may be specified as eligible under the provisions of the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990, the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, and their accompanying regulations. Should the Municipality desire to change the usage or dispose of any such property, it shall first obtain the approval of the GCRA in order to assure conformance with the aforementioned act.
16. **EXCESSIVE FORCE:** The County, Municipalities and units of general local government included hereby certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdictions against any individuals engaged in nonviolent civil rights, demonstrations: and (b) a policy of enforcing applicable State and Local Laws against physically barring entrance into or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within their jurisdictions.
17. **COMPLIANCE WITH LAWS:** The parties do hereby mutually commit to take all necessary actions to assure compliance with the Urban Counties certification requirements by conforming with all laws and regulations set by the Federal Government respecting the use of any monies granted pursuant to the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990 the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 and any other program operated by GCRA for the Municipality's benefit. These shall include, but are not limited to, laws and regulations regarding provisions of the National Environmental Policy Act of 1969, Executive Order 11988, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Sections 104(b), Section 109 of Title I of the Housing and Community Development Act of 1974, the Davis-Bacon Act, Section 504 of the Rehabilitation Act of 1973 the Fair Housing Act and other applicable statutes, regulations and Court determinations.
18. **SALE OR TRADE OF GRANT FUNDS:** A unit of general local government may not sell, trade, or otherwise transfer all or nay portion of grant funds to another such metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any or the funds., credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Housing and Community Development Act of 1974. This prohibition is pursuant to provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

19. **HOLD HARMLESS:** The parties agree that should a grant be withheld, withdrawn, or terminated for any reason that Greenville County and the GCRA shall be held harmless, and shall not be subjected to any actions by a Municipality for any resulting consequences.

20. **AMENDMENT:** This Agreement may not be amended without the written consent of all parties and approval of the United States Department of Housing and Urban Development, and its terms shall be binding upon the parties, successors and assigns. Should the County receive notice from HUD of amendments to be made to the Cooperative Agreement, at the beginning of, or during any automatic renewal period, the parties agree to adopt such amendments as may be required to bring said agreement into compliance with HUD Regulations and the Urban County Qualification Notice and provide copies of said changes to HUD.

21. **ENTIRE AGREEMENT:** The document and attachments represents the entire agreement between the parties and shall be binding upon the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, we, the authorized representatives of the parties identified herein, set or hands and seals this day and year aforesaid.

ATTEST:

*Bob Taylor, Chairman
 Greenville County Council*

*Joseph Kernell
 County Administrator*

*David Doser
 Chairman of the Board, GCRA*

*Mayor Wayne McCall
 City of Travelers Rest*

*City Administrator, Dianna Turner
 City of Travelers Rest*