

## COOPERATION AGREEMENT

**A COOPERATION AGREEMENT BETWEEN THE CITY OF OLATHE, KANSAS AND THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, FOR THE PURPOSE OF RENEWING PARTICIPATION IN THE JOHNSON COUNTY URBAN COUNTY FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS BEGINNING WITH FEDERAL FISCAL YEARS 2004, 2005, 2006.**

**THIS AGREEMENT** is made and entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS**, hereinafter referred to as "COUNTY" and the **CITY OF OLATHE, KANSAS**, hereinafter referred to as "CITY", each party having been duly organized and now existing under the laws of the State of Kansas.

### WITNESSETH:

WHEREAS, the parties hereto have determined that it is in the best interests of the public health, safety and welfare to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", has determined that the COUNTY is eligible to conduct essential community development and housing assistance activities and qualify for an entitlement Community Development Block Grant as an urban county beginning with Federal Fiscal Years 2004, 2005, 2006; and

WHEREAS, the CITY is a unit of general local government located within the COUNTY and desires to be eligible for participation in the COUNTY's Community Development Block Grant, hereinafter referred to as "CDBG Program" and HOME Investment Partnerships Program, hereinafter referred to as "HOME Program", during the COUNTY's urban county qualification period; and

WHEREAS, K.S.A. 12-2908, and amendments thereto, authorizes the parties hereto to cooperate in such governmental undertaking; 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 as authorized and provided for by K.S.A. 12-2908, and amendments thereto; and

WHEREAS, the governing body of the CITY did approve and authorize its mayor to execute this agreement by official action of said governing body on the 15<sup>TH</sup> of APRIL, 2003; and

WHEREAS, the governing body of the COUNTY did approve and authorize its chairman to execute this Agreement by official action of said governing body on the 5 of JUNE, 2003.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for the other good and valuable considerations, the parties hereto agree as follows:

#### I. PURPOSE

The COUNTY and CITY hereby expressly agree that the purpose of this Agreement is to cooperate to undertake, or assist in undertaking, essential community revitalization and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, funded from annual CDBG Program and HOME 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. URBAN COUNTY QUALIFICATION**

The COUNTY and CITY acknowledge that HUD has notified the COUNTY that:

- A. The COUNTY may qualify for "urban county status" under the CDBG Program of the Housing and Community Development Act of 1974 (ACT), as amended, and the HOME Program authorized by Title II of the Cranston-Gonzales National Affordable Housing Act (ACT) of 1990 (42 U.S.C. 12701 et seq.); and
- B. That such qualification would make the COUNTY eligible to receive a CDBG Program and HOME Program entitlement under these ACTS for the triennial federal fiscal period beginning Federal Fiscal Years 2004, 2005, 2006.

## **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 and HOME Program entitlement 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 HOME 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 and HOME Program entitlement as an urban county under the ACTS; and
- C. 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
- D. That the CITY, in becoming a part of the urban county, automatically participates in the HOME Program if the urban county receives HOME Program funding, although this

does not preclude the urban county or a unit of local government within the urban county from applying for State HOME funds.

#### 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, 2004, 2005, 2006, 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.
- C. The COUNTY and CITY acknowledge that any unincorporated portion of the county that incorporates during the urban county qualification period will remain part of the urban county through the end of the three-year qualification period.
- D. The CITY further understands and acknowledges that it is ineligible to apply for grants under the HUD-Administered Small Cities or State CDBG Programs during the period in which it is participating with the COUNTY under the CDBG Program of the ACT.
- E. The CITY also understands that it will be a participant in the COUNTY's HOME Program and may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME Program formula allocation. This does not preclude the urban county or a unit of local government participating with the urban county from applying for State HOME Program funds.

- F. The CITY understands and acknowledges that it will continue to be included in the urban county for the urban count's qualification period, even if its population surpasses 50,000 during that period and that it cannot become eligible for an entitlement grant as a metropolitan city while participating in the COUNTY's triennial period of qualification as an urban county under the ACT.

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. RESPONSIBILITIES**

For the duration of this Agreement the COUNTY and CITY agree:

- A. That the COUNTY is authorized to carry out any and all activities which shall receive federal funding from the annual CDBG Program and HOME Program for Federal Fiscal Years 2004, 2005 and 2006, and during each triennial period thereafter, and
- B. That the COUNTY has ultimate responsibility for selecting activities under the CDBG Program and HOME Program, and
- C. That the COUNTY is responsible for annually submitting the Johnson County Consolidated Plan or Annual Action Plan, and all other reports as required by HUD; and
- D. That the COUNTY, as the CDBG grant recipient for the urban county, has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for meeting the requirements of other applicable laws.

## **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 and HOME 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 2004 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 K.S.A. 12-2908, 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, specifically urban renewal and publicly assisted housing, consistent with the CDBG Program and HOME Program.

**IN WITNESS WHEREOF**, the parties hereto have caused the above and foregoing Cooperation Agreement to be executed in triplicate by their respective and duly authorized officers.



CITY OF OLATHE, KANSAS

*MM Gold*  
Mayor

ATTEST

*Debra S Gragg*  
City Clerk

APPROVED AS TO FORM:

*Thomas A. Hines*  
City Attorney

BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

*Annabeth Surbaugh*  
Annabeth Surbaugh, Chairman



ATTEST:

*John A. Bartolac*  
John A. Bartolac  
County Clerk

APPROVED AS TO FORM:

*Nicholas Saldan*  
Nicholas Saldan  
Deputy County Counselor

APPROVED 7-0

