

COOPERATION AGREEMENT

This Agreement entered into as of this 5th day of December, 1977, by and between the City of Jonesboro, Arkansas and the Jonesboro Urban Renewal and Housing Authority.

WITNESSETH:

WHEREAS, the City of Jonesboro is entitled to receive an annual block grant from the Department of Housing and Urban Development to carry out a variety of community improvement activities and projects under the Community Development Program in accordance with the provisions of Title I of the Housing and Community Development Act of 1974; and

WHEREAS, by virtue of a resolution adopted on October 7, 1974, April 21, 1975, December 1, 1975, and December 6, 1976, the City Council of Jonesboro designated the Jonesboro Urban Renewal and Housing Authority as the local public agency responsible for the planning and administration of the Community Development Program; and

WHEREAS, it is necessary and desirable to again establish the responsibilities and obligations of both the City and J.U.R.H.A. themselves and respectively to each other in regard to the Fourth Year and Fifth Year Community Development Program; and

WHEREAS, this Cooperation Agreement describes the responsibilities and obligations of each party during the initial planning and the period of conducting activities under the Community Development Program to the end of the Fourth Year funding year, estimated to be April 1, 1979, or a date twelve months after HUD's approval of the Application for the Fourth Year funding.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

I. CITY

- A. The City shall retain to itself the final authority for the selection of all projects and activities to be undertaken with Community Development Funds.
- B. Upon selection of projects and activities, the City Council shall allocate available funds to each major project or activity and these allocations shall guide the actions of the J.U.R.H.A. in implementing the will of the Council. Should estimated cost figures over 10% of the budget figure be exceeded in light of bids received by the J.U.R.H.A. for public work projects, facilities, and other improvements, the J.U.R.H.A. will obtain prior concurrence from the City Council before entering into contract for construction of such projects. Before the contingency account as established by the City Council is utilized, or before any project or activity for which funds were specifically allocated by the City is eliminated from the work program, the City Council shall be given the opportunity of re-evaluating the remaining work program, shifting priorities if desired, and substituting or rearranging projects and activities.
- C. The City Council shall assist the J.U.R.H.A. in the preparation of the Fourth Year Application by participating in a timely manner in deliberations regarding the proposed content of the Fifth Year Program, conducting the public hearings in a timely manner, and approving the Fifth Year Program on a schedule that is anticipated to be developed by the Department of Housing and Urban Development to govern the filing of the Fifth Year Application.
- D. The City Council shall review the annual budget prepared by the J.U.R.H.A. and approve same, in a timely manner.

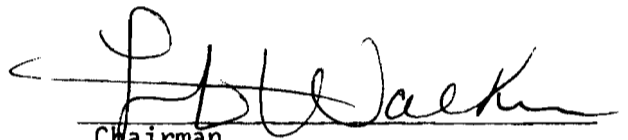
- E. The City stands ready to concur in applications from private developers, the J.U.R.H.A., or others for the development of Public Housing and Section 8 Leased Housing including (1) newly constructed housing, (2) substantially rehabilitated housing, and/or (3) leasing of existing housing and so indicated by execution of this Cooperation Agreement its intention of approving such applications as may be forthcoming during the Fourth and Fifth Years.

II. JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY

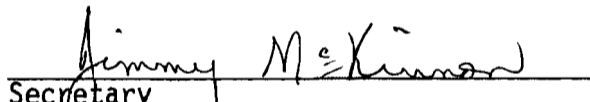
- A. The J.U.R.H.A. shall carry out the Fourth Year Program in an expeditious manner in keeping with the spirit of the Program and in a manner of serving the community development objectives of the City as established through its design of the Fourth Year Program.
- B. The J.U.R.H.A. shall provide the City Council with monthly progress reports on activities and projects being undertaken during the Fourth Year.
- C. The J.U.R.H.A. shall maintain a fiscal management system and administrative system in keeping with the requirements of Federal Management Circulars 74-4 and 74-7 and be prepared for audits as may be requested by HUD, GAO, or other responsible agencies, provide for all financial reporting that is attendant to the Program; and otherwise disburse and account for funds in an adequate manner.
- D. The J.U.R.H.A. shall be responsible for executing all contracts involved in the Program including but not limited to planners, engineers, contractors, architects, other public bodies and any other entity who may provide goods or services to the Community Development Program.
- E. The J.U.R.H.A. shall submit to the City Council an annual budget including cost figures for the administration of the Community Development Program such budget to be incorporated upon approval of the City Council in the subsequent year's application.
- F. The J.U.R.H.A. shall prepare a Citizen Participation Plan and conduct the citizen involvement activities in a manner in keeping with said Plan and the regulations of HUD as contained in the Federal Register of November 13, 1974, in Section 570.900, and as amended.
- G. The J.U.R.H.A. shall prepare the Evaluation Report covering Fourth Year activities for submission to HUD simultaneously with the submission of the Fifth Year Application, as required by Section 570.906.
- H. The J.U.R.H.A. shall prepare during the Fourth Year revisions to the Initial Housing Assistance Plan, the Community Development Plan, as needed to reflect changing of priorities, and revised projects and activities for the Fourth and subsequent years.
- I. The J.U.R.H.A. shall make periodic recommendations to the City Council regarding projects and activities for consideration in subsequent years' applications.
- J. Upon City Council selection of Fourth Year projects and activities, the J.U.R.H.A. shall prepare an acceptable application for Fifth Year funding in a timely manner in keeping with the schedule anticipated to be established by HUD governing Fifth Year Applications.

IN WITNESS WHEREOF the City of Jonesboro and the Jonesboro Urban Renewal and Housing Authority of the City of Jonesboro have entered into this Agreement as of the date first above written.

JONESBORO URBAN RENEWAL
AND HOUSING AUTHORITY


Chairman

ATTEST:


Secretary