STATE OF SOUTH CAROLINA)
) **COOPERATIVE AGREEMENT**
COUNTY OF GREENVILLE)

THIS COOPERATIVE AGREEMENT (this "Agreement") is entered as of the 23rd day of June, 2026, by and among GREENVILLE COUNTY, a body politic and corporate of the State of South Carolina (the "County"); the GREENVILLE COUNTY REDEVELOPMENT AUTHORITY, a body politic and corporate established under Act 516, General and Permanent Laws 1969, and S.C. Code Ann. § 31-10-10 ("GCRA"); and the CITY OF GREER, South Carolina, a municipal corporation organized under the laws of the State of South Carolina (the "Municipality").

BACKGROUND

1. Since 1978 the County and the Municipality have, through successive Cooperative Agreements, qualified for Urban County Entitlement Status under the Housing and Community Development Act of 1974, 42 U.S.C. §§ 5301, *et seq.* (the "HCDA"), and have received annual Urban County entitlement grants of Community Development Block Grant ("CDBG"), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grants ("ESG") funds.

2. The prior Cooperative Agreement between the County and the Municipality, dated on or about August 14, 2014 (the "2014 Agreement"), automatically renewed for an additional three qualifying periods covering Federal Fiscal Years 2018-2020, 2021-2023, and 2024-2026, the last of which was confirmed by Greenville County Council Resolution No. 1933 (July 18, 2023).

3. The auto-renewal capacity of the 2014 Agreement is fully expended at the close of Federal Fiscal Year 2026, requiring the parties to enter a new Cooperative Agreement to support qualification for Federal Fiscal Years 2027-2029 and successive three-year qualification periods.

4. Retention of Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the HCDA, the Cranston-Gonzalez National Affordable Housing Act of 1990, the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, and the implementing regulations of each.

5. The U.S. Department of Housing and Urban Development ("HUD"), through CPD Notice CPD-26-08 (issued May 15, 2026, superseding CPD Notice 25-04, and remaining in effect until amended, superseded, or rescinded), requires Urban County Cooperation Agreements to include funding through Federal Fiscal Year 2029, to contain the provisions specified in CPD Notice CPD-26-08, and (effective for the Federal Fiscal Year 2027 Urban County qualification process) to limit "auto-

renewal" of Cooperation Agreements to one additional three-year qualification period following the initial three-year qualification period.

6. The County has demonstrated its capacity to administer such a county-wide program and to assist the participating municipalities through its designated agency, GCRA, pursuant to Act 516, General and Permanent Laws 1969, and S.C. Code Ann. § 31-10-10.

7. Greenville County Council, operating under the Council-Administrator form of government, S.C. Code Ann. §§ 4-9-610, *et seq.*, is the appropriate body and is fully authorized to approve the terms and provisions of this Agreement, and the Chairman of County Council is authorized to execute this Agreement on the County's behalf.

8. The Mayor of the Municipality is authorized by Greer City Council resolution dated June 23, 2026 to execute this Agreement on the Municipality's behalf

9. The Chairman of the Board of GCRA is authorized to execute this Agreement on GCRA's behalf.

TERMS OF AGREEMENT

In consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **PURPOSE.** The County and the Municipality agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities, as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

2. **PROGRAMS COVERED.** This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: the CDBG Program, the HOME Program, and the ESG Program. The Municipality understands and agrees that it may receive a formula allocation under the HOME and ESG Programs only through the Urban County. This does not preclude the County or the Municipality from applying for HOME or ESG funds from the State of South Carolina, if the State so allows.

3. **QUALIFICATION PERIOD.** This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years 2027, 2028, and 2029, and until funds granted and program income received during that three-year program period are expended and the funded activities completed. Neither the County nor the Municipality may terminate, withdraw, or be removed from the program during the three-year program period.

4. **AUTOMATIC RENEWAL.** This Agreement will renew automatically for participation in one successive three-year Urban County qualification period covering Federal Fiscal Years 2030, 2031, and 2032, unless the Municipality or the County provides written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD.gov Urban Counties website. The County shall notify the Municipality in writing of the Municipality's right to make this election, and a copy of the County's notification shall be sent to the HUD field office by the date specified on the HUD.gov Urban Counties website. Upon the close of Federal Fiscal Year 2032, this Agreement shall expire unless the parties reauthorize and re-execute a new Cooperation Agreement to continue participation in successive Urban County qualification periods, consistent with HUD's "auto-renewal" policy at CPD Notice CPD-26-08 § 3.7.

5. **AGREEMENT TO AMEND ON FUTURE HUD REQUIREMENTS.** The parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either party to adopt any such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.

6. **NO STATE CDBG GRANTS.** The Municipality understands and agrees that it may not apply for grants under the State CDBG Program for the fiscal years during the period in which the Municipality participates in the County's CDBG Program. During the term of this Agreement, including any automatic renewal, the Municipality may not apply for grants under the Small Cities or State CDBG Programs or participate in a HOME consortium or the ESG Program except through the Urban County, unless allowed by State HOME or ESG programs.

7. **GRANT APPLICATIONS.** Upon obtaining the agreement of all necessary participating municipalities, the County shall make applications for funding as an Urban County Entitlement Recipient under the HCDA, the Cranston-Gonzalez National Affordable Housing Act of 1990, the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, and the implementing regulations of each. The Municipality authorizes the County to include the Municipality's population as the basis for calculating and securing such funding.

8. **COUNTY AS GRANT RECIPIENT.** The County shall be the recipient of the grants and is responsible for ensuring that all activities undertaken with grant funds are eligible under the statutes named in section 7. The County is given full and complete authority to administer and monitor any projects or programs undertaken in the Municipality to assure compliance.

9. **GRANT ADMINISTRATION.** The County shall administer and distribute all funds received from HUD as a result of CDBG, HOME, ESG, and

related grant applications through its designated agency, GCRA, pursuant to Act 516, General and Permanent Laws 1969 and S.C. Code Ann. § 31-10-10 (1976), as amended. GCRA shall provide such technical assistance as is necessary to ensure compliance with all provisions of the statutes named in section 7.

10. **FUNDING FORMULA.** Funds received from CDBG, HOME, ESG, and related grant applications shall be made available to the parties according to the formula agreed to in 1978, as revised in 1999, marked "Exhibit A" and incorporated in this Agreement by reference, with the understanding that actual dollar amounts the parties are eligible to receive will increase or decrease proportionate to: (a) the annual entitlement amount established by HUD; and (b) such distribution as may be necessary to comply with the requirements of Title I of the HCDA and applicable implementing regulations. Additional funding obtained as a result of the 1979 "Urban County" amendment to the HCDA, regarding municipalities partially located within two counties, shall accrue exclusively to the affected municipalities (*i.e.*, Fountain Inn and Greer) in proportion to the respective increase in population attributable to each municipality. 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.

11. **PROJECT ELIGIBILITY.** The Municipality may develop projects to be implemented within its boundaries. The County, through GCRA, shall have final responsibility for project selection to ensure that federal program guidelines are met. The County, through GCRA, shall have sole responsibility for preparation and filing of Consolidated Plans and Annual Action Plans regarding program activities to be undertaken. All projects and programs undertaken by the Urban County and the Municipality shall implement and further the goals and objectives set forth in the Consolidated Plan established for the Urban County, and any revisions, extensions, or replacement Consolidated Plans duly submitted and approved.

12. **CONSOLIDATED PLAN COMPLIANCE.** The parties shall 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 any component thereof, and to satisfy the requirements of the CDBG, HOME, and ESG Programs undertaken with grant funds.

13. **PROGRAM INCOME.** The County, through GCRA, shall receive, monitor, and distribute all program income generated by all projects and programs operated in the Municipality or in the unincorporated areas of the County. The County, through GCRA, shall ensure that all such activities are eligible under the acts and regulations cited in this Agreement, including activities affected by the Separation of Church and State Doctrine, fair housing provisions, and other federally mandated programs.

14. **TITLE TO REAL PROPERTY.** Title to any real property acquired with CDBG, HOME, or ESG funds allocated to the Municipality, and located within the Municipality when acquired, may be vested in the Municipality, program requirements permitting, or in GCRA. Title to any real property acquired with CDBG, HOME, or ESG funds, and not situated within the corporate limits of a participating municipality when acquired, shall be vested in GCRA, or its designee. Title to any property acquired by GCRA through other federal programs or non-public resources shall reside in GCRA's name, or its designee, whether the property is situated within a participating municipality or within the unincorporated area.

15. **REAL PROPERTY USAGE.** Any real property acquired with CDBG, HOME, ESG, or related grant funds for use by the Municipality shall conform to such usages as may be specified as eligible under the provisions of the statutes named in section 7 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 GCRA in order to assure conformance with applicable law.

16. **EXCESSIVE FORCE.** The County and the Municipality each 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 to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within their jurisdictions.

17. **SUBRECIPIENT REQUIREMENTS.** Pursuant to 24 C.F.R. § 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 C.F.R. § 570.503.

18. **COMPLIANCE WITH FEDERAL LAW; AFFIRMATIVELY FURTHERING FAIR HOUSING.** The County and the Municipality shall take all actions necessary to assure compliance with the County's certification under section 104(b) of Title I of the HCDA, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 C.F.R. pt. 1) and the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (and the implementing regulations at 24 C.F.R. pt. 100), and shall comply with the obligation to affirmatively further fair housing. The parties shall comply with section 109 of Title I of the HCDA (and the implementing regulations at 24 C.F.R. pt. 6, which incorporate section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 C.F.R. pt. 8, Title II of the Americans with Disabilities Act and the implementing regulations at 28 C.F.R. pt. 35, the Age

Discrimination Act of 1975 and the implementing regulations at 24 C.F.R. pt. 146, section 3 of the Housing and Urban Development Act of 1968, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the implementing regulations at 49 C.F.R. pt. 24, and section 104(d) of the HCDA and the implementing regulations at 24 C.F.R. pt. 42), the Davis-Bacon Act, the National Environmental Policy Act of 1969, Executive Order 11988, and all other applicable laws and regulations. The parties further agree that Urban County funding shall not be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing.

19. **NO SALE, TRADE, OR TRANSFER OF FUNDS.** Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

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

21. **AMENDMENT.** Except as provided in section 5 (which governs amendments required by HUD), this Agreement may not be amended except by written instrument signed by all parties and approved by HUD. The terms of this Agreement bind the parties, their successors, and assigns.

22. **ENTIRE AGREEMENT.** This Agreement, together with Exhibit A, is the entire agreement among the parties with respect to its subject matter and supersedes the 2014 Agreement and any prior agreements covering the same subject matter. This Agreement binds the parties, their successors, and assigns.

GREENVILLE COUNTY

Benton Blount, Chairman
Greenville County Council

ATTEST:

Regina McCaskill
Clerk to Council

Joseph M. Kernell
County Administrator

GREENVILLE COUNTY REDEVELOPMENT AUTHORITY

ATTEST:

[PRINT NAME]

[PRINT NAME]
Chairman of the Board, GCRA

CITY OF GREER

ATTEST:

Richard W. Danner, Mayor

Tammela Duncan, Municipal Clerk

Andy Merriman
City Administrator

EXHIBIT A

The amount of CDBG and HOME annually budgeted to the municipalities will be based on the total annual allocation of CDBG and HOME, Total Population, Number of Persons in Poverty, and Number and Proportion of Overcrowded Units as determined by most recent American Community Survey and CHAS (Comprehensive Housing Affordability Strategy) data.

STATE OF SOUTH CAROLINA)
) **COOPERATIVE AGREEMENT**
COUNTY OF GREENVILLE)

THIS COOPERATIVE AGREEMENT (this "Agreement") is entered as of the 15 day of June, 2026, by and among GREENVILLE COUNTY, a body politic and corporate of the State of South Carolina (the "County"); the GREENVILLE COUNTY REDEVELOPMENT AUTHORITY, a body politic and corporate established under Act 516, General and Permanent Laws 1969, and S.C. Code Ann. § 31-10-10 ("GCRA"); and the CITY OF Mauldin, South Carolina, a municipal corporation organized under the laws of the State of South Carolina (the "Municipality").

BACKGROUND

1. Since 1978 the County and the Municipality have, through successive Cooperative Agreements, qualified for Urban County Entitlement Status under the Housing and Community Development Act of 1974, 42 U.S.C. §§ 5301, *et seq*. (the "HCDA"), and have received annual Urban County entitlement grants of Community Development Block Grant ("CDBG"), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grants ("ESG") funds.

2. The prior Cooperative Agreement between the County and the Municipality, dated on or about August 14, 2014 (the "2014 Agreement"), automatically renewed for an additional three qualifying periods covering Federal Fiscal Years 2018-2020, 2021-2023, and 2024-2026, the last of which was confirmed by Greenville County Council Resolution No. 1933 (July 18, 2023).

3. The auto-renewal capacity of the 2014 Agreement is fully expended at the close of Federal Fiscal Year 2026, requiring the parties to enter a new Cooperative Agreement to support qualification for Federal Fiscal Years 2027-2029 and successive three-year qualification periods.

4. Retention of Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the HCDA, the Cranston-Gonzalez National Affordable Housing Act of 1990, the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, and the implementing regulations of each.

5. The U.S. Department of Housing and Urban Development ("HUD"), through CPD Notice CPD-26-08 (issued May 15, 2026, superseding CPD Notice 25-04, and remaining in effect until amended, superseded, or rescinded), requires Urban County Cooperation Agreements to include funding through Federal Fiscal Year 2029, to contain the provisions specified in CPD Notice CPD-26-08, and (effective for

the Federal Fiscal Year 2027 Urban County qualification process) to limit "auto-renewal" of Cooperation Agreements to one additional three-year qualification period following the initial three-year qualification period.

6. The County has demonstrated its capacity to administer such a county-wide program and to assist the participating municipalities through its designated agency, GCRA, pursuant to Act 516, General and Permanent Laws 1969, and S.C. Code Ann. § 31-10-10.

7. Greenville County Council, operating under the Council-Administrator form of government, S.C. Code Ann. §§ 4-9-610, *et seq.*, is the appropriate body and is fully authorized to approve the terms and provisions of this Agreement, and the Chairman of County Council is authorized to execute this Agreement on the County's behalf.

8. The Mayor of the Municipality is authorized by [city council resolution dated June 15, 2026] to execute this Agreement on the Municipality's behalf.

9. The Chairman of the Board of GCRA is authorized to execute this Agreement on GCRA's behalf.

TERMS OF AGREEMENT

In consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **PURPOSE.** The County and the Municipality agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities, as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

2. **PROGRAMS COVERED.** This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: the CDBG Program, the HOME Program, and the ESG Program. The Municipality understands and agrees that it may receive a formula allocation under the HOME and ESG Programs only through the Urban County. This does not preclude the County or the Municipality from applying for HOME or ESG funds from the State of South Carolina, if the State so allows.

3. **QUALIFICATION PERIOD.** This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years 2027, 2028, and 2029, and until funds granted and program income received during that three-year program period are expended and the funded activities completed. Neither the County nor the Municipality may terminate, withdraw, or be removed from the program during the three-year program period.

4. **AUTOMATIC RENEWAL.** This Agreement will renew automatically for participation in one successive three-year Urban County qualification period covering Federal Fiscal Years 2030, 2031, and 2032, unless the Municipality or the County provides written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD.gov Urban Counties website. The County shall notify the Municipality in writing of the Municipality's right to make this election, and a copy of the County's notification shall be sent to the HUD field office by the date specified on the HUD.gov Urban Counties website. Upon the close of Federal Fiscal Year 2032, this Agreement shall expire unless the parties reauthorize and re-execute a new Cooperation Agreement to continue participation in successive Urban County qualification periods, consistent with HUD's "auto-renewal" policy at CPD Notice CPD-26-08 § 3.7.

5. **AGREEMENT TO AMEND ON FUTURE HUD REQUIREMENTS.** The parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either party to adopt any such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.

6. **NO STATE CDBG GRANTS.** The Municipality understands and agrees that it may not apply for grants under the State CDBG Program for the fiscal years during the period in which the Municipality participates in the County's CDBG Program. During the term of this Agreement, including any automatic renewal, the Municipality may not apply for grants under the Small Cities or State CDBG Programs or participate in a HOME consortium or the ESG Program except through the Urban County, unless allowed by State HOME or ESG programs.

7. **GRANT APPLICATIONS.** Upon obtaining the agreement of all necessary participating municipalities, the County shall make applications for funding as an Urban County Entitlement Recipient under the HCDA, the Cranston-Gonzalez National Affordable Housing Act of 1990, the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, and the implementing regulations of each. The Municipality authorizes the County to include the Municipality's population as the basis for calculating and securing such funding.

8. **COUNTY AS GRANT RECIPIENT.** The County shall be the recipient of the grants and is responsible for ensuring that all activities undertaken with grant funds are eligible under the statutes named in section 7. The County is given full and complete authority to administer and monitor any projects or programs undertaken in the Municipality to assure compliance.

9. **GRANT ADMINISTRATION.** The County shall administer and distribute all funds received from HUD as a result of CDBG, HOME, ESG, and

related grant applications through its designated agency, GCRA, pursuant to Act 516, General and Permanent Laws 1969 and S.C. Code Ann. § 31-10-10 (1976), as amended. GCRA shall provide such technical assistance as is necessary to ensure compliance with all provisions of the statutes named in section 7.

10. **FUNDING FORMULA.** Funds received from CDBG, HOME, ESG, and related grant applications shall be made available to the parties according to the formula agreed to in 1978, as revised in 1999, marked "Exhibit A" and incorporated in this Agreement by reference, with the understanding that actual dollar amounts the parties are eligible to receive will increase or decrease proportionate to: (a) the annual entitlement amount established by HUD; and (b) such distribution as may be necessary to comply with the requirements of Title I of the HCDA and applicable implementing regulations. Additional funding obtained as a result of the 1979 "Urban County" amendment to the HCDA, regarding municipalities partially located within two counties, shall accrue exclusively to the affected municipalities (*i.e.*, Fountain Inn and Greer) in proportion to the respective increase in population attributable to each municipality. 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.

11. **PROJECT ELIGIBILITY.** The Municipality may develop projects to be implemented within its boundaries. The County, through GCRA, shall have final responsibility for project selection to ensure that federal program guidelines are met. The County, through GCRA, shall have sole responsibility for preparation and filing of Consolidated Plans and Annual Action Plans regarding program activities to be undertaken. All projects and programs undertaken by the Urban County and the Municipality shall implement and further the goals and objectives set forth in the Consolidated Plan established for the Urban County, and any revisions, extensions, or replacement Consolidated Plans duly submitted and approved.

12. **CONSOLIDATED PLAN COMPLIANCE.** The parties shall 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 any component thereof, and to satisfy the requirements of the CDBG, HOME, and ESG Programs undertaken with grant funds.

13. **PROGRAM INCOME.** The County, through GCRA, shall receive, monitor, and distribute all program income generated by all projects and programs operated in the Municipality or in the unincorporated areas of the County. The County, through GCRA, shall ensure that all such activities are eligible under the acts and regulations cited in this Agreement, including activities affected by the Separation of Church and State Doctrine, fair housing provisions, and other federally mandated programs.

14. **<u>TITLE TO REAL PROPERTY.</u>** Title to any real property acquired with CDBG, HOME, or ESG funds allocated to the Municipality, and located within the Municipality when acquired, may be vested in the Municipality, program requirements permitting, or in GCRA. Title to any real property acquired with CDBG, HOME, or ESG funds, and not situated within the corporate limits of a participating municipality when acquired, shall be vested in GCRA, or its designee. Title to any property acquired by GCRA through other federal programs or non-public resources shall reside in GCRA's name, or its designee, whether the property is situated within a participating municipality or within the unincorporated area.

15. **<u>REAL PROPERTY USAGE.</u>** Any real property acquired with CDBG, HOME, ESG, or related grant funds for use by the Municipality shall conform to such usages as may be specified as eligible under the provisions of the statutes named in section 7 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 GCRA in order to assure conformance with applicable law.

16. **<u>EXCESSIVE FORCE.</u>** The County and the Municipality each 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 to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within their jurisdictions.

17. **<u>SUBRECIPIENT REQUIREMENTS.</u>** Pursuant to 24 C.F.R. § 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 C.F.R. § 570.503.

18. **<u>COMPLIANCE WITH FEDERAL LAW; AFFIRMATIVELY FURTHERING FAIR HOUSING.</u>** The County and the Municipality shall take all actions necessary to assure compliance with the County's certification under section 104(b) of Title I of the HCDA, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 C.F.R. pt. 1) and the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (and the implementing regulations at 24 C.F.R. pt. 100), and shall comply with the obligation to affirmatively further fair housing. The parties shall comply with section 109 of Title I of the HCDA (and the implementing regulations at 24 C.F.R. pt. 6, which incorporate section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 C.F.R. pt. 8, Title II of the Americans with Disabilities Act and the implementing regulations at 28 C.F.R. pt. 35, the Age

Discrimination Act of 1975 and the implementing regulations at 24 C.F.R. pt. 146, section 3 of the Housing and Urban Development Act of 1968, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the implementing regulations at 49 C.F.R. pt. 24, and section 104(d) of the HCDA and the implementing regulations at 24 C.F.R. pt. 42), the Davis-Bacon Act, the National Environmental Policy Act of 1969, Executive Order 11988, and all other applicable laws and regulations. The parties further agree that Urban County funding shall not be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing.

19. **NO SALE, TRADE, OR TRANSFER OF FUNDS.** Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

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

21. **AMENDMENT.** Except as provided in section 5 (which governs amendments required by HUD), this Agreement may not be amended except by written instrument signed by all parties and approved by HUD. The terms of this Agreement bind the parties, their successors, and assigns.

22. **ENTIRE AGREEMENT.** This Agreement, together with Exhibit A, is the entire agreement among the parties with respect to its subject matter and supersedes the 2014 Agreement and any prior agreements covering the same subject matter. This Agreement binds the parties, their successors, and assigns.

GREENVILLE COUNTY

Benton Blount, Chairman
Greenville County Council

ATTEST:

Regina McCaskill
Clerk to Council

Joseph M. Kernell
County Administrator

GREENVILLE COUNTY REDEVELOPMENT AUTHORITY

ATTEST:

[PRINT NAME]

[PRINT NAME]
Chairman of the Board, GCRA

CITY OF MAULDIN

ATTEST:

[PRINT NAME] Cindy Miller

[PRINT NAME], Mayor
Terry W. Merritt

[PRINT NAME] Seth Duncan
City Administrator

EXHIBIT A

The amount of CDBG and HOME annually budgeted to the municipalities will be based on the total annual allocation of CDBG and HOME, Total Population, Number of Persons in Poverty, and Number and Proportion of Overcrowded Units as determined by most recent American Community Survey and CHAS (Comprehensive Housing Affordability Strategy) data.

STATE OF SOUTH CAROLINA)
) **COOPERATIVE AGREEMENT**
COUNTY OF GREENVILLE)

THIS COOPERATIVE AGREEMENT (this "Agreement") is entered as of the ____ day of ____________, 2026, by and among GREENVILLE COUNTY, a body politic and corporate of the State of South Carolina (the "County"); the GREENVILLE COUNTY REDEVELOPMENT AUTHORITY, a body politic and corporate established under Act 516, General and Permanent Laws 1969, and S.C. Code Ann. § 31-10-10 ("GCRA"); and the CITY OF TRAVELERS REST, South Carolina, a municipal corporation organized under the laws of the State of South Carolina (the "Municipality").

BACKGROUND

1. Since 1978 the County and the Municipality have, through successive Cooperative Agreements, qualified for Urban County Entitlement Status under the Housing and Community Development Act of 1974, 42 U.S.C. §§ 5301, *et seq.* (the "HCDA"), and have received annual Urban County entitlement grants of Community Development Block Grant ("CDBG"), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grants ("ESG") funds.

2. The prior Cooperative Agreement between the County and the Municipality, dated on or about August 14, 2014 (the "2014 Agreement"), automatically renewed for an additional three qualifying periods covering Federal Fiscal Years 2018-2020, 2021-2023, and 2024-2026, the last of which was confirmed by Greenville County Council Resolution No. 1933 (July 18, 2023).

3. The auto-renewal capacity of the 2014 Agreement is fully expended at the close of Federal Fiscal Year 2026, requiring the parties to enter a new Cooperative Agreement to support qualification for Federal Fiscal Years 2027-2029 and successive three-year qualification periods.

4. Retention of Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the HCDA, the Cranston-Gonzalez National Affordable Housing Act of 1990, the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, and the implementing regulations of each.

5. The U.S. Department of Housing and Urban Development ("HUD"), through CPD Notice CPD-26-08 (issued May 15, 2026, superseding CPD Notice 25-04, and remaining in effect until amended, superseded, or rescinded), requires Urban County Cooperation Agreements to include funding through Federal Fiscal Year 2029, to contain the provisions specified in CPD Notice CPD-26-08, and (effective for

the Federal Fiscal Year 2027 Urban County qualification process) to limit "auto-renewal" of Cooperation Agreements to one additional three-year qualification period following the initial three-year qualification period.

6. The County has demonstrated its capacity to administer such a county-wide program and to assist the participating municipalities through its designated agency, GCRA, pursuant to Act 516, General and Permanent Laws 1969, and S.C. Code Ann. § 31-10-10.

7. Greenville County Council, operating under the Council-Administrator form of government, S.C. Code Ann. §§ 4-9-610, *et seq.*, is the appropriate body and is fully authorized to approve the terms and provisions of this Agreement, and the Chairman of County Council is authorized to execute this Agreement on the County's behalf.

8. The Mayor of the Municipality is authorized by R-03-26 dated June 18, 2026 to execute this Agreement on the Municipality's behalf.

9. The Chairman of the Board of GCRA is authorized to execute this Agreement on GCRA's behalf.

TERMS OF AGREEMENT

In consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **PURPOSE.** The County and the Municipality agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities, as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

2. **PROGRAMS COVERED.** This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: the CDBG Program, the HOME Program, and the ESG Program. The Municipality understands and agrees that it may receive a formula allocation under the HOME and ESG Programs only through the Urban County. This does not preclude the County or the Municipality from applying for HOME or ESG funds from the State of South Carolina, if the State so allows.

3. **QUALIFICATION PERIOD.** This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years 2027, 2028, and 2029, and until funds granted and program income received during that three-year program period are expended and the funded activities completed. Neither the County nor the Municipality may terminate, withdraw, or be removed from the program during the three-year program period.

4. **AUTOMATIC RENEWAL.** This Agreement will renew automatically for participation in one successive three-year Urban County qualification period covering Federal Fiscal Years 2030, 2031, and 2032, unless the Municipality or the County provides written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD.gov Urban Counties website. The County shall notify the Municipality in writing of the Municipality's right to make this election, and a copy of the County's notification shall be sent to the HUD field office by the date specified on the HUD.gov Urban Counties website. Upon the close of Federal Fiscal Year 2032, this Agreement shall expire unless the parties reauthorize and re-execute a new Cooperation Agreement to continue participation in successive Urban County qualification periods, consistent with HUD's "auto-renewal" policy at CPD Notice CPD-26-08 § 3.7.

5. **AGREEMENT TO AMEND ON FUTURE HUD REQUIREMENTS.** The parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either party to adopt any such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.

6. **NO STATE CDBG GRANTS.** The Municipality understands and agrees that it may not apply for grants under the State CDBG Program for the fiscal years during the period in which the Municipality participates in the County's CDBG Program. During the term of this Agreement, including any automatic renewal, the Municipality may not apply for grants under the Small Cities or State CDBG Programs or participate in a HOME consortium or the ESG Program except through the Urban County, unless allowed by State HOME or ESG programs.

7. **GRANT APPLICATIONS.** Upon obtaining the agreement of all necessary participating municipalities, the County shall make applications for funding as an Urban County Entitlement Recipient under the HCDA, the Cranston-Gonzalez National Affordable Housing Act of 1990, the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, and the implementing regulations of each. The Municipality authorizes the County to include the Municipality's population as the basis for calculating and securing such funding.

8. **COUNTY AS GRANT RECIPIENT.** The County shall be the recipient of the grants and is responsible for ensuring that all activities undertaken with grant funds are eligible under the statutes named in section 7. The County is given full and complete authority to administer and monitor any projects or programs undertaken in the Municipality to assure compliance.

9. **GRANT ADMINISTRATION.** The County shall administer and distribute all funds received from HUD as a result of CDBG, HOME, ESG, and

related grant applications through its designated agency, GCRA, pursuant to Act 516, General and Permanent Laws 1969 and S.C. Code Ann. § 31-10-10 (1976), as amended. GCRA shall provide such technical assistance as is necessary to ensure compliance with all provisions of the statutes named in section 7.

10. **FUNDING FORMULA.** Funds received from CDBG, HOME, ESG, and related grant applications shall be made available to the parties according to the formula agreed to in 1978, as revised in 1999, marked "Exhibit A" and incorporated in this Agreement by reference, with the understanding that actual dollar amounts the parties are eligible to receive will increase or decrease proportionate to: (a) the annual entitlement amount established by HUD; and (b) such distribution as may be necessary to comply with the requirements of Title I of the HCDA and applicable implementing regulations. Additional funding obtained as a result of the 1979 "Urban County" amendment to the HCDA, regarding municipalities partially located within two counties, shall accrue exclusively to the affected municipalities (*i.e.*, Fountain Inn and Greer) in proportion to the respective increase in population attributable to each municipality. 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.

11. **PROJECT ELIGIBILITY.** The Municipality may develop projects to be implemented within its boundaries. The County, through GCRA, shall have final responsibility for project selection to ensure that federal program guidelines are met. The County, through GCRA, shall have sole responsibility for preparation and filing of Consolidated Plans and Annual Action Plans regarding program activities to be undertaken. All projects and programs undertaken by the Urban County and the Municipality shall implement and further the goals and objectives set forth in the Consolidated Plan established for the Urban County, and any revisions, extensions, or replacement Consolidated Plans duly submitted and approved.

12. **CONSOLIDATED PLAN COMPLIANCE.** The parties shall 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 any component thereof, and to satisfy the requirements of the CDBG, HOME, and ESG Programs undertaken with grant funds.

13. **PROGRAM INCOME.** The County, through GCRA, shall receive, monitor, and distribute all program income generated by all projects and programs operated in the Municipality or in the unincorporated areas of the County. The County, through GCRA, shall ensure that all such activities are eligible under the acts and regulations cited in this Agreement, including activities affected by the Separation of Church and State Doctrine, fair housing provisions, and other federally mandated programs.

14. **TITLE TO REAL PROPERTY.** Title to any real property acquired with CDBG, HOME, or ESG funds allocated to the Municipality, and located within the Municipality when acquired, may be vested in the Municipality, program requirements permitting, or in GCRA. Title to any real property acquired with CDBG, HOME, or ESG funds, and not situated within the corporate limits of a participating municipality when acquired, shall be vested in GCRA, or its designee. Title to any property acquired by GCRA through other federal programs or non-public resources shall reside in GCRA's name, or its designee, whether the property is situated within a participating municipality or within the unincorporated area.

15. **REAL PROPERTY USAGE.** Any real property acquired with CDBG, HOME, ESG, or related grant funds for use by the Municipality shall conform to such usages as may be specified as eligible under the provisions of the statutes named in section 7 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 GCRA in order to assure conformance with applicable law.

16. **EXCESSIVE FORCE.** The County and the Municipality each 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 to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within their jurisdictions.

17. **SUBRECIPIENT REQUIREMENTS.** Pursuant to 24 C.F.R. § 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 C.F.R. § 570.503.

18. **COMPLIANCE WITH FEDERAL LAW; AFFIRMATIVELY FURTHERING FAIR HOUSING.** The County and the Municipality shall take all actions necessary to assure compliance with the County's certification under section 104(b) of Title I of the HCDA, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 C.F.R. pt. 1) and the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (and the implementing regulations at 24 C.F.R. pt. 100), and shall comply with the obligation to affirmatively further fair housing. The parties shall comply with section 109 of Title I of the HCDA (and the implementing regulations at 24 C.F.R. pt. 6, which incorporate section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 C.F.R. pt. 8, Title II of the Americans with Disabilities Act and the implementing regulations at 28 C.F.R. pt. 35, the Age

Discrimination Act of 1975 and the implementing regulations at 24 C.F.R. pt. 146, section 3 of the Housing and Urban Development Act of 1968, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the implementing regulations at 49 C.F.R. pt. 24, and section 104(d) of the HCDA and the implementing regulations at 24 C.F.R. pt. 42), the Davis-Bacon Act, the National Environmental Policy Act of 1969, Executive Order 11988, and all other applicable laws and regulations. The parties further agree that Urban County funding shall not be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing.

19. **NO SALE, TRADE, OR TRANSFER OF FUNDS.** Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

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

21. **AMENDMENT.** Except as provided in section 5 (which governs amendments required by HUD), this Agreement may not be amended except by written instrument signed by all parties and approved by HUD. The terms of this Agreement bind the parties, their successors, and assigns.

22. **ENTIRE AGREEMENT.** This Agreement, together with Exhibit A, is the entire agreement among the parties with respect to its subject matter and supersedes the 2014 Agreement and any prior agreements covering the same subject matter. This Agreement binds the parties, their successors, and assigns.

GREENVILLE COUNTY

Benton Blount, Chairman
Greenville County Council

ATTEST:

Regina McCaskill
Clerk to Council

Joseph M. Kernell
County Administrator

GREENVILLE COUNTY REDEVELOPMENT AUTHORITY

ATTEST:

[PRINT NAME]

[PRINT NAME]
Chairman of the Board, GCRA

CITY OF TRAVELERS REST

ATTEST:

Brandy Amidon, Mayor

Carson Ruffrage

Shannon Herman
City Manager

EXHIBIT A

The amount of CDBG and HOME annually budgeted to the municipalities will be based on the total annual allocation of CDBG and HOME, Total Population, Number of Persons in Poverty, and Number and Proportion of Overcrowded Units as determined by most recent American Community Survey and CHAS (Comprehensive Housing Affordability Strategy) data.