

PITT COUNTY
JOINT COOPERATION AGREEMENT
FOR
HOME INVESTMENT PARTNERSHIP ACT

THIS AGREEMENT, entered into this _____ day of _____, 2000, by and between the geographically contiguous units of general local government as shown on the signature pages attached hereto which includes the City of Greenville (herein called the Lead Entity), Pitt County, the Towns of Ayden, Bethel, Farmville, Grifton and Winterville, herein known as Cooperating Units, said parties to the agreement each being a general local government unit of the State of North Carolina and is made pursuant to North Carolina General Statutes, Chapter 160A, Article 20.

WITNESSETH THAT:

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 (herein called the "Act") makes provisions whereby units of general local government may enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program (Home Program); and

WHEREAS, it is the desire of the parties that the Lead Entity act in a representative capacity for the Cooperating Units as well as itself. The Cooperating Units desire that the Lead Entity assume overall responsibility for ensuring that the Consortium established below is carried out in compliance with the requirements of the Act, State and Federal regulations, program requirements and the Consolidated Plan for the Consortium.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The Lead Entity and the Cooperating Units hereby to establish the Pitt County Housing Consortium (the Consortium) as a joint agency, pursuant to North Carolina General Statute 160A-462, for the purposes of cooperatively providing safe, affordable and standard housing, promoting economic development and alleviating housing problems in Pitt County, the City of Greenville, Town of Ayden, Town of Bethel, Town of Farmville, Town of Grifton and Town of Winterville.
2. The City of Greenville Planning and Community Development Department will provide policy direction for the operations of the Consortium. The Planning and Community Development Department shall provide an Annual Report summarizing the status and accomplishments of the consortium to the Governing Body of each member. The Planning and Community Development Department shall establish policy and administrative arrangements to carry out the functions of the Consortium including, but not limited to, approving proposals for funding submitted by the Consortium, distributing funds awarded to the Consortium and

respect to the financial and legal obligations undertaken by the Lead Entity with the Department of Housing and Urban Development (HUD), no action shall be taken by the Consortium regarding projects that have not been approved or released without the concurrence of the Lead Entity.

3. The Lead Entity and the Cooperating Units shall be responsible for providing matching funds required by Federal regulations for any funds allocated for that jurisdiction. No Cooperating Unit shall refuse to provide matching funds required by its projects for the period of time that the participation of that Cooperating Unit is required in the Consortium by HUD regulations and this Agreement. The Cooperating Units shall reimburse the Lead Entity immediately and in full for any and all expenses incurred by the Lead Entity as a result of the failure of any Cooperating Unit to provide the matching funds. Matching funds will not be required when the Cooperating Unit does not have a project within its jurisdiction.
4. The Cooperating Units hereby authorize the Lead Entity to submit, request and receive HOME funding from the United States Department of Housing and Urban Development on behalf of the Consortium and to otherwise act on behalf of the Consortium.
5. The Cooperating Units hereby authorize the Lead Entity to establish a local HOME Investment Trust Fund for receipt of HOME funds and repayments as required by 24 CFR, Part 92.503.
6. The Lead Entity and Cooperating Units shall cooperate in the implementation of the HOME program and shall cooperate in the preparation of the Consolidated Plan by timely providing to the Lead Entity any information that is needed.
7. The Lead Entity and Cooperating Units shall be entitled to a pro rata portion of the HOME Program funding for eligible uses under the Act and each shall be responsible for meeting their pro rata portion of the matching fund requirements. If no amounts are established by the Federal government (or requested by the Lead Entity) for the Lead Entity and Cooperating Units in the Consortium, funds for the Lead Entity and Cooperating Units if any funds exist shall be allocated by the Consortium only to those requesting funding for projects within their jurisdiction.
8. The Consortium agrees that at least fifteen percent (15%) of all HOME Program funds received will be subcontracted for projects administered by Community Housing Development Organizations (CHDOs), as defined in the Act, which have 501(c) tax status as required by Federal Law.
9. The Lead Entity shall have the right to reallocate HOME Program funding to the Consortium to be used by other Consortium members when a Cooperating Unit is unable to use the funding due to lack of eligible projects or matching resources. A schedule for reallocation shall be determined by the Lead Entity to allow HOME

Program funding to be used by the Consortium before reallocation by the United States Department of Housing and Urban Development to jurisdictions outside the Consortium. The reallocation of funds that are unable to be used shall be consistent with the Consortiums adopted Consolidated Plan.

10. With reference to any program income and repayments generated from the HOME funds, Federal regulations shall govern placement of program income generated from HOME funds and repayments into the local trust fund. The Lead Entity shall, if requested and to the extent possible, separately account for program income and repayments on the Cooperating Units projects. Program income and repayments on projects shall only be available to the Cooperating Unit for use on activities which are consistent with the Act and the approved Consolidated Plan.
11. The Cooperating Units and Lead Entity shall affirmatively further fair housing.
12. The Lead Entity and Cooperating Units as parties to the Consortium, shall direct all activities with respect to the Consortium for the alleviation of housing problems in the State of North Carolina.
13. The Cooperating Units and Lead Entity agree that each will save the other harmless due to the negligent acts of its employees, officers or agents, including volunteers, or due to any negligent operation of equipment. This section shall not be construed as waiving any defense or limitation which either party may have against any claim or cause of action by any person not a party to this Agreement. The Cooperating Units shall not be held harmless for liability that may result from failure to provide proper accounting or otherwise comply with State and Federal regulations. The Cooperating Units shall immediately reimburse the Lead Entity in full for any and all expense for which the Lead Entity shall become responsible in its role as Lead Entity. To the extent that such expense is incurred by the acts or omissions of a Cooperating Unit, that Cooperating Unit shall make such reimbursement in full.
14. The Lead Entity and the Cooperating Units agree to remain in the Consortium at least through September 30, 2004. Thereafter, each party shall continue to participate in the Consortium to the extent required by HUD regulations or other applicable law. The obligations of each of the parties as set forth herein and as required by HUD regulations and other applicable law shall remain effective for the duration of any responsibility of the Consortium or Lead Entity to HUD. The Lead Entity and Cooperating Unit agree not to withdraw from the Agreement prior to September 30, 2004.
15. Should disputes arise between any participants in the Consortium resulting in legal action, such action shall be filed in the appropriate courts of Pitt County.
16. The program year start date for the Consortium shall be July 1, 1998. The Lead

Entity and Cooperating Units agree to have the same program year for Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), Emergency Shelter Grants (ESG) and Housing Opportunities for Persons with AIDS (HOPWA).

IN WITNESS WHEREOF, the Lead Entity and the Cooperating Units have caused this Agreement to be executed by a duly authorized officer of each party.

City of Greenville

Attested by:

By: Nancy M. Jenkins
Mayor
Contract No. 1056, CA: 6/8/00

Wanda J. Elks
City Clerk (Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, a Notary Public of the aforesaid County and State, hereby certify that _____
Wanda T. Elks personally appeared before me this day and acknowledged that he/she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor and Attested by himself/herself as the City Clerk.

Witness my hand and notarial seal this 8th day of June, 2000.

Patricia A. Sugg
Notary Public

My Commission Expires: 9/4/01

Pitt County

Attested by:

By: _____
Chair County Commissioners

County Clerk (Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, a Notary Public of the aforesaid County and State, hereby certify that _____
_____ personally appeared before me this day and
acknowledged that he/she is the County Clerk of Pitt County, a municipal corporation, and that
by authority given and as the act of the corporation, the foregoing instrument was signed in its
name by its Chair County Commissioners and Attested by himself/herself as the County Clerk.

Witness my hand and notarial seal this _____ day of _____, 2000.

Notary Public

My Commission Expires: _____

Town of Ayden

Attested by:

By: _____
Mayor

Town Clerk (Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, a Notary Public of the aforesaid County and State, hereby certify that _____
_____ personally appeared before me this day and acknowledged that
he/she is the Town Clerk of the Town of Ayden, a municipal corporation, and that by authority
given and as the act of the corporation, the foregoing instrument was signed in its name by its
Mayor and Attested by himself/herself as the Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2000.

Notary Public

My Commission Expires: _____

Town of Bethel

Attested by:

By: _____
Mayor

Town Clerk (Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, a Notary Public of the aforesaid County and State, hereby certify that _____
_____ personally appeared before me this day and acknowledged that
he/she is the Town Clerk of the Town of Bethel, a municipal corporation, and that by authority
given and as the act of the corporation, the foregoing instrument was signed in its name by its
Mayor and Attested by himself/herself as the Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2000.

Notary Public

My Commission Expires: _____

Town of Farmville

Attested by:

By: _____
Mayor

Town Clerk (Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, a Notary Public of the aforesaid County and State, hereby certify that _____
_____ personally appeared before me this day and acknowledged that
he/she is the Town Clerk of the Town of Farmville, a municipal corporation, and that by
authority given and as the act of the corporation, the foregoing instrument was signed in its name
by its Mayor and Attested by himself/herself as the Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2000.

Notary Public

My Commission Expires: _____

Town of Grifton

Attested by:

By: _____
Mayor

Town Clerk (Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, a Notary Public of the aforesaid County and State, hereby certify that _____
_____ personally appeared before me this day and acknowledged
that he/she is the Town Clerk of the Town of Grifton, a municipal corporation, and that by
authority given and as the act of the corporation, the foregoing instrument was signed in its name
by its Mayor and Attested by himself/herself as the Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2000.

Notary Public

My Commission Expires: _____

Certification that each party herein does hereby state that this joint Cooperation Agreement is fully authorized and is in accordance with State and local law and provides full legal authority for the member to undertake housing assistance activities under the HOME Investment Partnership Program authorized under the National Affordable Housing Act of 1990.

City Attorney
City of Greenville