



**RESOLUTION OF THE COUNTY OF JACKSON
APPROVING PARTICIPATION OF THE COUNTY OF JACKSON
IN THE "SOUTHWESTERN NC HOME CONSORTIUM"
AND
AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO AND
EXECUTE A HOME INVESTMENT PARTNERSHIP ACT CONSORTIUM
AGREEMENT**

WHEREAS, the National Affordable Housing Act of 1990 created the HOME Investment Partnership Program; and

WHEREAS, a provision of the HOME Program is that multiple governmental bodies may join together to form a consortium and thereby qualify for a HOME formula grant; and

WHEREAS, Haywood County (Lead Entity) and the Southwestern NC Planning and Economic Development Commission (Administrative Agent) have proposed that such a consortium will facilitate regional and intergovernmental cooperation and the accomplishment of common goals and objectives;

NOW THEREFORE, BE IT RESOLVED that the Board of the Jackson County Commissioners authorizes the County Manager to negotiate and execute the "HOME Investment Partnership Act Consortium Agreement", similar to the form as attached herewith, subject to approval of the County Attorney as to form and legality.

Adopted June 09, 2020.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
BRIAN THOMAS MCMAHAN, Chairman

Attest:

ANGELA M. WINCHESTER, Clerk to the Board

SOUTHWESTERN NC HOME CONSORTIUM

JOINT COOPERATION AGREEMENT FOR HOME INVESTMENT PARTNERSHIP ACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the County of Haywood (herein called the “Lead Entity”), County of Cherokee, County of Clay, County of Graham, County of Jackson, County of Macon, and County of Swain (herein called the Counties) and all other municipalities within Haywood County (including Canton, Clyde, Maggie Valley and Waynesville), Cherokee County (including Andrews and Murphy), Clay County (including Hayesville), Graham County (including Lake Santeetlah, Robbinsville and Fontana Dam), Jackson County (including Dillsboro, Forest Hills, Sylva and Webster), Macon County (including Franklin and Highlands) and Swain County (including Bryson City), herein known as Members, said parties to the agreement being geographically contiguous units of general local government of the State of North Carolina, and is made pursuant to North Carolina Statutes, Article 20 of Chapter 160A.

WITNESSETH THAT:

WHEREAS, the Cranston-Gonzales 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 will act in a representative capacity for the Members as well as itself. The Members desire that the Lead Entity assume overall responsibility for ensuring that the Consortium is carried out in compliance with the requirements of the Act, state and federal regulations’ program requirements and the Consolidated Plan for the Consortium. The Lead Entity through written agreement is utilizing the Southwestern NC

Planning and Economic Development Commission (Administrative Agent) to assist in carrying out the daily administration responsibilities of the Consortium. That written agreement specifies the duties and responsibilities of the Administrative Agent to carry out the administrative and other functions necessary, required and desirable to fulfill the requirements of the Act, its regulations, United States Department of Housing and Urban Development directives and state and federal law.

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

1. The parties agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME program. The Members hereby authorize the Lead Entity to apply for and receive HOME funding from the United States Department of Housing and Urban Development. The Lead Entity is authorized to act in a representative capacity for all Members for purposes of the HOME program.

2. The Members hereby authorize the Lead Entity to establish a local HOME Investment Trust Fund for receipt and disbursement of HOME funds and repayments.

3. The Lead Entity and Members shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing information to the Lead Entity. The Members shall execute and submit the required certifications, and shall prepare and submit plans for monitoring compliance with the Consolidated Plan. The Lead Entity, through the Administrative Agent, assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 91 and 92, respectively, and the requirements of 24 CFR 92.350.

4. The Lead Entity and each Member, upon approval of a project in its jurisdiction, shall be responsible for providing matching funds required by federal regulations for any funds allocated for that jurisdiction. Following project approval,

no Member shall refuse to provide matching funds required by its projects for the period of time that the participation of that Member is required in the Consortium by HUD regulations and this Agreement. Each Member shall reimburse the Lead Entity immediately and in full for any and all expenses incurred by Lead Entity as a result of the failure of any Member to provide the matching funds following project approval. Matching funds will not be required when the Member does not have a project within its jurisdiction.

5. The Consortium agrees, that unless this requirement is suspended by HUD, that a minimum of fifteen percent (15%) of all HOME funds received will be set aside for the use of Community Housing Development Organizations (CHDOs) which have 501(c)(3) tax status as required by federal law.

6. The Lead Entity and the Administrative Agent will be paid an administrative fee totaling ten percent (10%) of the overall HOME funds allocation for the performance of their duties administering the HOME program in accordance with the applicable requirements of 24 CFR part 92. Said fee will be shared between the parties as stipulated in a separate administrative agreement. Only costs associated with the management and administration of the HOME program will be charged against HOME administrative allocations.

7. The Members do hereby agree to inform the Lead Entity through the Administrative Agent, in writing, of any income generated by the expenditure of HOME funds received by the Members, and that such program income must be paid to the Lead Entity for deposit into the Trust Fund or may be retained by the Members only if its use is defined in a separate agreement and approved by the United State Department of Housing and Urban Development.

8. The Members and Lead Entity shall affirmatively advance fair housing. And make all benefits of the program available in accordance with fair housing regulations.

9. The Members, as parties to the Consortium, agree that they shall direct all activities, with respect to the Consortium, to the alleviation of housing problems in the State of North Carolina.

10. This section shall not be construed as waiving any defense or limitation which any party may have against any claim or cause of action by any person not a party to this agreement.

11. The terms of this agreement will cover the period necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years. The units of general local government which join the Consortium will remain in the Consortium for this entire period. The qualification period is Federal Fiscal Years 2021 -2023. The time for which this agreement remains in effect is until the HOME funds from each of the Federal Fiscal Years set out above are closed out pursuant to 24 CFR 92.507. No Consortium member may withdraw from the agreement while the agreement remains in effect.

12. This agreement will automatically renew for participation in successive three-year qualification periods. By the date specified in HUD's consortia designation notices, the Consortium's Lead Entity, through the Administrative Agent, will notify each participating unit of general local government in writing of its right not to participate for the successive three-year qualification periods. A copy of the notification to each jurisdiction must be sent to the HUD Field Office by the date specified in the consortia designation notice. The Lead Entity shall have the authority to amend the HOME consortium agreement on behalf of the consortium's members. The Lead Entity will incorporate all changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year period, and will submit the amendment to HUD as specified in the Consortia Qualification Notice for that period, and failure to comply will void the automatic renewal of the consortia agreement.

13. The Members and Lead Entity agree that this Cooperation Agreement may require modifications when final regulations on HOME and Consolidated Plan are provided by the United States Department of Housing and Urban Development and will cooperate in executing a revised or amended written agreement acceptable to all parties.

14. Should disputes arise between any participants in the Consortium resulting in legal action, such actions shall be filed in the appropriate courts of

Haywood County. All parties hereto located in Counties outside Haywood County specifically waive any alternate venue.

15. The program start date for the Consortium is July 1, 2021 – June 30, 2022, and all units of general local government are on the same program year.

16. A Consortium Committee has been formed with one representative from each Member. The Consortium Committee will meet quarterly to receive Consortium updates and to review progress made towards Consolidated Plan goals. The Lead Entity, through the Administrative Agent, shall establish all policies, determine funding allocations, and control all activities of the consortium. The Administrative Agent will accept project recommendations from all HOME consortium members, but reserves the right to make final funding decisions consistent with the Consolidated Plan.

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

COUNTY OF JACKSON

By: _____
Don Adams, Jackson County Manager

NORTH CAROLINA
JACKSON COUNTY

I, _____, a Notary Public, do hereby certify that DON ADAMS, with whom I am personally acquainted, personally appeared before me this day, who being by me duly sworn, says that he is the County Manager of Jackson, and said instrument is the act and deed of said County of Jackson.

WITNESS my hand and Notarial Seal, this ____ day of _____ 2020.

Notary Public
My Commission Expires: _____

(NOTARIAL SEAL-STAMP)

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

This the ____ day of _____ 2020

Finance Officer
Jackson County, North Carolina