

**JOINT COOPERATIVE AGREEMENT
GREENSBORO AND GUILFORD COUNTY
HOME CONSORTIUM**

THIS AGREEMENT, entered into as of July 1, 2025 between the City of Greensboro, North Carolina (Greensboro) and Guilford County, North Carolina (Guilford), said parties to this Agreement each being a general local governmental unit of the State of North Carolina, and is made pursuant to North Carolina Statutes Chapter 160A Article 20 Part 1 (Joint Exercise of Powers) and Chapter 159 (Local Government Finance).

THE CITY OF GREENSBORO AND GUILFORD COUNTY hereinafter individually referred to as PARTICIPATING GOVERNMENTS, agree that it is desirable and in the interest of their citizens to secure status, collectively, as a PARTICIPATING JURISDICTION under the HOME Investment Partnerships Program created through Title II, HOME Investment Partnerships Act, of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, said PARTICIPATING JURISDICTION to be a CONSORTIUM of those general local governmental units executing this AGREEMENT, or that may be added to the CONSORTIUM pursuant to the terms contained herein.

WHEREAS, the Greensboro and Guilford, entered into an agreement on June 29, 2004 in which each formed a consortium of those general local governmental units for the purpose of operating the HOME Program;

WHEREAS, the Greensboro and Guilford, desire to modify the terms of the above referenced 2004 agreement as set out in this AGREEMENT; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

The definitions contained in 24 CFR Part 92, Subpart A., paragraph 92.2 is incorporated herein by reference and made a part hereof, and the terms defined in this section have the meaning given them.

- A. "Act" means Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended. (Pub.L 101-625), (42 U. S. C. 3535 (d.), et seq.)
- B. "HUD" means the United States Department of Housing and Urban Development.
- C. "HOME Program" means a procedure established for the use of funds made available from HUD through the Act to carry out multi-year housing strategies through assistance to first time home buyers and existing home owners, property acquisition, rehabilitation and new construction of housing, site improvements, tenant-based rental assistance, demolition, relocation expenses and other reasonable, necessary, and eligible expenses related to the

development of affordable housing

- D. "Housing Strategy" means the Comprehensive Housing Affordability Strategy as set out in 24 CFR Part 91 and encompasses a local government's housing needs, with focus on affordable housing for low-income families.
- E. "Regulation" means 24 CFR Part 92 HOME Investment Partnerships Program Regulations as issued by HUD.
- F. "Participating Government(s)" means the City of Greensboro and Guilford County, and any other unit of local government that may join the Consortium in the future.
- G. "Lead Entity" means jurisdiction that acts in a representative capacity for all members of the Housing Consortium for the purpose of funding provided directly by the federal government under the Act.
- H. "CHDO" means Community Housing Development Organization: a private nonprofit, community-based service organization that has obtained or intends to obtain staff with the capacity to develop affordable housing for the community it serves.

II. PURPOSE

THIS AGREEMENT is to form a CONSORTIUM of units of general local government for designation as a PARTICIPATING JURISDICTION (PJ) under the Act, said PARTICIPATING JURISDICTION to be known and hereinafter may be referred to as THE GREENSBORO AND GUILFORD COUNTY HOME CONSORTIUM (CONSORTIUM).

III. AGREEMENT

- A. **TERM.** This Agreement shall be effective for a period of three federal fiscal years (Fiscal years 2025, 2026 and 2027) commencing on July 1, 2025 and ending on June 30, 2028. The LEAD ENTITY shall, by the date specified in HUD's Consortia Qualification Notice for the next qualification period, notify the CONSORTIUM members in writing of their right not to participate in the CONSORTIUM and the LEAD ENTITY shall send a copy of each notification to the HUD Field Office. If a PARTICIPATING GOVERNMENT decides not to participate in the CONSORTIUM for the next qualification period, the PARTICIPATING GOVERNMENT shall notify the LEAD ENTITY, and the LEAD ENTITY shall notify the HUD Field Office, before the beginning of the new qualification period. All PARTICIPATING GOVERNMENTS that are members of the CONSORTIUM will be on the same program year (July 1 to June 30) for CDBG, HOME, ESG, and HOPWA. The AGREEMENT remains in effect until all HOME allocations received BY THE CONSORTIUM in the qualification period are expended.

PARTICIPATING GOVERNMENTS are obligated to abide by HOME requirements throughout the period of affordability for HOME-funded projects.

- B. EXECUTION BY APPROPRIATE OFFICERS.** This AGREEMENT shall be executed by the appropriate officers of each PARTICIPATING GOVERNMENT pursuant to authority granted them by their governing bodies.
- C. LEAD ENTITY.** The PARTICIPATING GOVERNMENTS mutually agree that GREENSBORO shall act in a representative capacity (hereinafter to be titled “LEAD ENTITY”) for all members of the CONSORTIUM for the purpose of funding provided directly by the federal government under the Act.
- D. COMPLIANCE WITH REQUIREMENTS OF THE ACT.** The PARTICIPATING GOVERNMENTS mutually agree that the LEAD ENTITY, shall assume overall responsibility for ensuring that the CONSORTIUM's HOME Program is operated in compliance with the requirements of the Act including requirements related to the Consolidated Plan; subject to the limitations contained in Section III, paragraph U below. However, each PARTICIPATING GOVERNMENT shall be responsible for public hearings to receive citizen input for their section of the HOME Program. The PARTICIPATING GOVERNMENTS mutually agree to cooperate to undertake or assist in housing assistance activities for the HOME Program.

LEAD ENTITY shall review and approve all standard contracts and loan agreements to insure compliance with Federal regulations prior to execution.

LEAD ENTITY shall review and approve all policy guidelines and underwriting criteria to insure compliance with Federal regulations prior to adoption.

LEAD ENTITY has the right and responsibility to monitor and assure compliance with all HOME requirements during the project implementation and the affordability period.

Existing program design and implementation may need to be modified for projects to be carried out with HOME funds; the consortium activities do not impact programs funded solely with CDBG.

In the event the HOME Program is discontinued by the federal government, the CONSORTIUM will follow any provided guidance. If no guidance is provided for HOME Program close out, existing unspent funds will be expended as determined by the LEAD ENTITY. Long-term monitoring requirements remain in effect for the duration of affordability periods.

- E. CONSOLIDATED PLANNING AND CAPERS.** LEAD ENTITY is responsible for the creation and submission of the Consolidated Plans every five years and the subsequent Annual Action Plans and Consolidated Annual Performance Evaluation Reports (CAPER). Any Federal funding other than HOME that requires Consolidated Planning is not included in the purview of this AGREEMENT. PARTICIPATING GOVERNMENTS will participate in activity planning, report planning data and information, and report annual accomplishments as required by the LEAD ENTITY. Each PARTICIPATING GOVERNMENT shall be responsible for advertising and conducting public comment

periods and public hearings to receive citizen input for their section of the HOME Program.

Each PARTICIPATING GOVERNMENT shall be responsible for drafting, updating, and codifying a Citizen Participation Plan, as required by HUD. Final drafts of each Citizen Participation Plan must be submitted to LEAD ENTITY within 10 business days of the date of adoption.

Failure to comply with the Consolidated Planning and CAPER HUD requirements and/or this AGREEMENT, could result in PARTICIPATING GOVERNMENT disbarment from future HOME awards and/or recapture of previously awarded HOME funding to be redistributed by LEAD ENTITY.

- F. HOME CONSORTIUM COMMITTEE.** The CONSORTIUM's HOME Consortium Committee will be composed of two (2) members, one member from each PARTICIPATING GOVERNMENT. The program managers or their appointees from each PARTICIPATING GOVERNMENT will be designated as members.

Through the HOME Consortium Committee, the PARTICIPATING GOVERNMENTS shall participate jointly in the development of the CONSORTIUM's HOME Program. The Committee will participate in the Consolidated Planning efforts on an annual basis and provide sufficient detail to accommodate the collective and individual housing needs and priorities of the PARTICIPATING GOVERNMENTS.

Each PARTICIPATING GOVERNMENT can elect not to participate in any given year in the HOME Program. The inactive participating government will still be a member of the CONSORTIUM but cannot receive HOME funds for that period.

The LEAD ENTITY will still be required to adhere to all HOME Program management and compliance requirements in a year where the LEAD ENTITY chooses not to participate.

In the event any PARTICIPATING GOVERNMENT, including the LEAD ENTITY, chooses to change their role in the CONSORTIUM, the LEAD ENTITY must notify HUD to request instruction.

- G. COMMUNICATION.** CONSORTIUM communications among PARTICIPATING GOVERNMENTS should generally follow these specifications:

1. Notices of meetings – formal Committee meetings will be organized by LEAD ENTITY and sent via email within 7 calendar days of the meeting date. Informal or ad hoc meetings by and between any subset of the PARTICIPATING GOVERNMENTS will be organized by any Committee member.

2. Funding awards – LEAD ENTITY will inform the PARTICIPATING GOVERNMENTS of awarded HOME funding via email within 30 calendar days of

funding proposal submission. PARTICIPATING GOVERNMENTS will inform subrecipients of their awarded HOME funding within 30 calendar days of funding proposal submissions.

3. Funding balances – LEAD ENTITY will inform the PARTICIPATING GOVERNMENTS of their HOME fund allocation balances via email, prior to, or during a quarterly Committee meeting, in January, April, July, and October.

4. Monitoring visits – LEAD ENTITY will notify PARTICIPATING GOVERNMENTS of monitoring visits via email no less than 10 business days prior to the date of the scheduled monitoring. PARTICIPATING GOVERNMENTS will notify subrecipients of monitoring visits via email no less than 10 business days prior to the date of the scheduled monitoring.

- H. **ALLOCATING HOME PROGRAM FUNDING BETWEEN PARTICIPATING GOVERNMENTS.** Each PARTICIPATING GOVERNMENT shall apply for HOME funds on an annual basis through a request for proposals process administered and managed by LEAD ENTITY. LEAD ENTITY is guaranteed to receive the annual prorata share of funds as determined by HUD's percentage of allocation report.

Each PARTICIPATING GOVERNMENT shall provide to LEAD ENTITY a resolution approved by its governing body indicating that the required matching funds have been reserved for its allocation of HOME funds. If a PARTICIPATING GOVERNMENT fails to provide such a resolution to LEAD ENTITY within six months of the last day of the month from execution of the subrecipient agreement containing the funds, LEAD ENTITY shall reallocate the funds originally allocated for that PARTICIPATING GOVERNMENT to the remaining PARTICIPATING GOVERNMENTS based on available projects and administrative capacity.

Each PARTICIPATING GOVERNMENT shall provide to LEAD ENTITY a resolution approved by its governing body amending the PARTICIPATING GOVERNMENT'S budget ordinance for the previous grant year funds indicating the actual amount of program income received and receipted in the previous grant year. If a PARTICIPATING GOVERNMENT fails to provide such a resolution to LEAD ENTITY by December 31, LEAD ENTITY shall reallocate the funds to the remaining PARTICIPATING GOVERNMENTS based on their awarded share of funds and administrative capacity.

- I. **REQUEST FOR PROPOSALS.** LEAD ENTITY will administer and manage an annual request for proposals process for PARTICIPATING GOVERNMENTS to apply for HOME funding for eligible projects. LEAD ENTITY will determine the available HOME funding for application based on HUD's formula allocation, uncommitted prior year HOME funds, and program income balances. Funding awards will be announced by the LEAD ENTITY prior to Annual Action Plan submission. HOME funds not awarded to PARTICIPATING GOVERNMENTS will be allocated to LEAD ENTITY for eligible HOME activities.

- J. ENVIRONMENTAL REVIEW RECORDS.** Completion of the environmental review process in accordance with 24 CFR Part 58 is mandatory before a PARTICIPATING GOVERNMENT or any of its partners may take any physical action on a site, or make a commitment or expenditure of HOME or other HUD or non-HUD funds for property acquisition, rehabilitation, conversion, lease, repair, or construction activities. PARTICIPATING GOVERNMENTS and their partners may not commit HOME funds until HUD has approved the Request for Release of Funds and related certification (RROF) unless the activity has been determined exempt in accordance with 24 CFR 58.34 and 58.35(b).

LEAD ENTITY is the Responsible Entity for all CONSORTIUM environmental reviews. PARTICIPATING GOVERNMENTS will assist LEAD ENTITY in gathering information used in completing the environmental review process.

- K. SUBRECIPIENT AGREEMENTS.** Prior to fund disbursement to any PARTICIPATING GOVERNMENT, LEAD ENTITY must execute a subrecipient agreement with that PARTICIPATING GOVERNMENT. In addition, LEAD ENTITY and PARTICIPATING GOVERNMENTS must execute a subrecipient agreement with any other subrecipient that carries out all or a portion of the PARTICIPATING GOVERNMENT'S HOME program. Subrecipient agreements must specify HOME requirements applicable to the funded program or project.

All subrecipient agreements must contain the following provisions. PARTICIPATING GOVERNMENTS must have the experience and capacity to enforce all elements of subrecipient agreements.

1. Use of HOME funds: The agreement must describe how HOME funds will be used; specifically indicating that the proposed uses comply with HOME regulations.
2. Program income: The agreement must specify that program income is to be remitted to LEAD ENTITY.
3. Uniform administrative requirements: The agreement must specify that the subrecipient is subject to, and must comply with, the uniform administrative requirements governing Federal funds.
4. Other program requirements: The agreement must require the subrecipient to carry out each activity in compliance with cross-cutting Federal regulations, including requirements related to affirmative marketing and minority outreach; displacement, relocation, and acquisition; labor; lead-based paint; and conflict of interest.
5. Affirmative marketing: The agreement must specify if the program or project is subject to any affirmative marketing requirements. All HOME-funded rental projects with five or more units are subject to an affirmative marketing plan that is developed by the PARTICIPATING JURISDICTION.
6. Fund disbursements: The agreement must specify that the subrecipient may not

request disbursement of funds until the funds are needed for payment of eligible costs, and the amount of the request must not exceed the amount needed.

7. Reversion of assets: The agreement must state that, upon expiration of the agreement, any HOME funds or accounts receivable that can be attributed to the use of HOME funds will revert to LEAD ENTITY. Should the subrecipient stop participating in CONSORTIUM's HOME Program or fail to perform in compliance with program requirements, assets are subject to reversion to LEAD ENTITY.

8. Records and reports: The agreement must specify what records must be kept by PARTICIPATING GOVERNMENTS and what information or reports must be submitted to LEAD ENTITY.

9. Enforcement: The agreement must specify that suspension or termination may occur if the subrecipient materially fails to comply with any term(s) of the agreement.

10. Written agreements with other housing partners: If the subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, the subrecipient must execute a written agreement or HOME commitment agreement.

PARTICIPATING GOVERNMENTS will not commit HOME funding to a subrecipient without LEAD ENTITY approval. PARTICIPATING GOVERNMENTS must submit draft subrecipient contracts to LEAD ENTITY for review prior to signatures. LEAD ENTITY will provide guidance on the draft subrecipient agreement within 10 business days of receipt. PARTICIPATING GOVERNMENTS must submit final executed subrecipient agreements to LEAD ENTITY within 10 business days of the date of the last signature. Failure to adhere to these requirements can result in immediate recapture of HOME awards by LEAD ENTITY to be redistributed to PARTICIPATING GOVERNMENTS as determined by LEAD ENTITY.

L. PROPERTY STANDARDS. Each PARTICIPATING GOVERNMENT will abide by their local codes and standards; however, Federally funded projects are subject to the regulations for addressing lead-paint hazards. Each PARTICIPATING GOVERNMENT must comply with the lead-paint hazard requirements for HOME-funded projects. This responsibility will be carried out by program staff in individual jurisdictions and monitored by LEAD ENTITY. Additional property standards may apply dependent upon the property type.

M. MATCHING FUNDS. Each PARTICIPATING GOVERNMENT shall be responsible for providing matching funds required by federal regulations for any HOME funds allocated and accepted for use by that government. As required by law, PARTICIPATING GOVERNMENTS are subject to annual appropriations of funds.

No matching funds will be required from a PARTICIPATING GOVERNMENT which chooses not to participate for a particular program year or does not receive an annual allocation award.

PARTICIPATING GOVERNMENTS, which receive reallocated funds, are responsible for providing matching funds required by federal regulations for any HOME funds allocated and accepted for use by that government.

All use of match funds by PARTICIPATING GOVERNMENTS must be reported to LEAD ENTITY, in a format to be determined by LEAD ENTITY, by the end of the fiscal year.

- N. DISTRIBUTION OF HOME FUNDS WITHIN A PARTICIPATING GOVERNMENT.** Each PARTICIPATING GOVERNMENT will apply for a portion of HOME funds for eligible activities through an annual request for proposals process. Fund awards are subject to the HOME Program requirements for a 15% set aside of funds for CHDO activities.

If a PARTICIPATING GOVERNMENT has not committed all of its allocated HOME funds for a program year on the Integrated Disbursement Information System (IDIS) within 12 months of the last day of the month in which HUD notifies LEAD ENTITY of HUD's execution of the HOME Investment Partnership Agreement containing the funds, LEAD ENTITY shall reallocate the HOME funds to the other PARTICIPATING GOVERNMENTS, provided that the PARTICIPATING GOVERNMENT to which the funds are allocated can assure that it can commit the HOME funds in IDIS prior to the recapture of the HOME funds by HUD and can meet the match requirements. Any funds in the United States Treasury Account that are not committed within 24 months of the last day of the month in which HUD notifies LEAD ENTITY of HUD's execution of the HOME Investment Partnership Agreement may be recaptured by HUD.

- O. CHDO SET-ASIDE REQUIREMENT.** LEAD ENTITY must spend 15 percent of each annual HOME allocation on projects that are owned, developed, or sponsored by CHDOs. PARTICIPATING GOVERNMENTS must apply for CHDO funds through the annual request for proposals process. LEAD ENTITY will review and determine CHDO eligibility on a project-by-project basis. PARTICIPATING GOVERNMENTS will oversee awarded CHDO projects in their jurisdictions. If a PARTICIPATING GOVERNMENT is unable to spend their annual HOME allocation on CHDO projects within 12 months of award, the PARTICIPATING GOVERNMENT must notify LEAD ENTITY by the 12 month-post award date. LEAD ENTITY reserves the right to reallocate the unspent CHDO funds as they deem appropriate for the program year.
- P. STAFF AND FINANCIAL SUPPORT FOR ADMINISTERING THE HOME PROGRAM.** Each PARTICIPATING GOVERNMENT will be responsible for providing staff and financial support for administering the HOME Program within its jurisdictional boundaries. Existing programs may need to be modified if they are to be carried out with HOME funds; the CONSORTIUM's activities do not impact programs solely funded with

CDBG. Each PARTICIPATING GOVERNMENT agrees to:

1. Prepare and maintain all required records, documents and reports, in a format to be provided by LEAD ENTITY, and make such records, documents and reports available for review by LEAD ENTITY and HUD during normal business hours.
2. Prepare and submit to LEAD ENTITY all data necessary for the annual HOME Performance Report and provide LEAD ENTITY with all the data necessary to submit any other reports required by HUD.
3. Notify LEAD ENTITY of any action that would impact the GGHC annual plan, to include Plan Amendment, or Project Amendment, by a PARTICIPATING GOVERNMENT.
4. Comply with the requirements of Grant Based Accounting by funding, committing, and disbursing funds against specific grant years.
5. Maintain financial records in accordance with generally accepted accounting principles and practices.
6. Comply with the requirements of OMB Circular No. A-87 and applicable parts of 24 CFR part 85 including, but not limited to, 24 CFR part 85.6, 85.12, 85.20, 85.22, 85.26, 85.35, 85.36, 85.44, 85.51 and 85.52.
7. Maintain all records seven years or according to the following schedule, subject to amendments by HUD:
 - For rental housing records, general records must be kept for seven years after project completion, and tenant income, rent, and inspection information must be kept for the most recent seven years, until seven years after the affordability period ends.
 - Homeownership records must be kept for seven years after project completion. For resale/recapture, records must be kept for seven years after the affordability period ends.
 - Tenant Based Rental Assistance (TBRA) records must be kept for seven years after rental assistance ends.
 - Written agreements must be maintained for seven years after the agreement ends.
 - Displacement and acquisition records must be kept for seven years after final payment to displaced persons.
8. Comply with the long-term monitoring requirements for all HOME-funded rehabilitation and / or development projects.

Q. **ACCESS TO RECORDS.** Each PARTICIPATING GOVERNMENT will agree that the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, the Lead Entity, or any duly

authorized representatives of the LEAD ENTITY, shall have access to any books, documents, papers and records of which are directly pertinent to the AGREEMENT for the purpose of making audits, examinations, excerpts, and transcriptions for three years from the final payment under the AGREEMENT. To ensure performance and compliance, ongoing and on-site reviews shall be conducted by LEAD ENTITY or its representative which will include:

- Identifying and tracking program and project results;
- Identifying technical assistance needs of HOME Program participants;
- Ensuring timely expenditure of HOME funds;
- Ensuring proper documentation of expenditures;
- Documenting compliance with HOME Program rules and other federal regulations included therein;
- Preventing fraud and abuse; and
- Identifying innovative tools and techniques that support affordable housing goals.

R. ADMINISTRATIVE SET ASIDE. LEAD ENTITY will be entitled to the entire ten percent (10%) administrative set aside for the portion of CONSORTIUM HOME funds allocated for use in its jurisdiction and an additional administrative fee of thirty-five percent of the ten percent (10%) administrative set aside available for the portion of CONSORTIUM HOME funds allocated to other PARTICIPATING GOVERNMENTS. However in no event shall the additional administrative fee be less than \$24,000. If the additional administrative fee calculated above is less than \$24,000 the other PARTICIPATING GOVERNMENTS shall be responsible for contributing an additional administrative allocation based on the awarded program year's funds (excluding funds allocated to LEAD ENTITY) allocated to the PARTICIPATING GOVERNMENT. All Administrative fees shall be used to pay administrative expenses of the HOME Program.

S. HOME INVESTMENT TRUST FUND. LEAD ENTITY will establish as part of its financial management system a separate HOME Investment Trust Account. The HOME Investment Trust account must be capable of separating appropriations, eligible expenditures, and repayments of HOME funds and match contributions for each HOME funded project in each PARTICIPATING GOVERNMENT'S jurisdiction.

Each PARTICIPATING GOVERNMENT that receives HOME funding must establish a separate HOME Investment Trust Account with the same capabilities described above for their own jurisdiction.

T. PROCESSING HOME PAYMENT. LEAD ENTITY shall be responsible for processing HOME cash and program income drawdowns from HUD. LEAD ENTITY will secure the release of funds as required under 24 CFR Part 58 and appropriate banking and security agreements.

Prior to requesting the distribution of HOME funds for an eligible activity a PARTICIPATING GOVERNMENT must provide LEAD ENTITY with all the data necessary to set-up the project on IDIS and to complete the required Project Set-up

Report and Program Income Reports.

All requests for distribution of HOME funds must be submitted via Neighborly Software five (5) business days prior to the issuance of funds. All requests for distribution of HOME funds must contain the following:

1. Documentation for and signed request for funds.
2. Environmental review record.
3. Completed project set-up form, if not previously submitted.
4. Contract.

HOME funds must be expended for eligible activities within 15 days from the date drawn from the United States Treasury account.

- U. COMPLETION REPORTS.** A complete Homeownership Assistance Project Completion Report detailing actual HOME funds plus other funds expended and household characteristics must be submitted to LEAD ENTITY via Neighborly Software within 15 days after project completion.

A complete Rental Housing Project Completion Report detailing actual HOME funds plus other funds expended and household characteristics must be submitted to LEAD ENTITY via Neighborly Software within 60 days after project completion. An amended Completion Report should be submitted when all units initially reported vacant are occupied and the change should be highlighted in yellow.

- V. HOME PROGRAM INCOME.** Each PARTICIPATING GOVERNMENT shall inform LEAD ENTITY via Neighborly Software of receipt of any income generated by the expenditure of HOME funds by the 10th day of the following month of the amount of program income received in the prior month. IDIS requires entry and drawdown of any Program Income before drawdown of grant funds. If a PARTICIPATING GOVERNMENT leaves the CONSORTIUM without spending program income that has been credited to their account, the LEAD ENTITY shall recapture the program income. The recaptured program income could be redistributed to the remaining PARTICIPATING GOVERNMENTS based on current project awards and administration capacity of each jurisdiction.

HOME program income generated prior to July 1, 2025 will be retained by PARTICIPATING GOVERNMENTS for subsequent HOME activities to be carried out by the jurisdiction. HOME program income generated July 1, 2025 and after will be returned to LEAD ENTITY for use by LEAD ENTITY.

- W. MONITORING.** LEAD ENTITY has the right and responsibility to monitor and assure compliance with all HOME requirements during the project implementation and the affordability period.

All PARTICIPATING GOVERNMENTS are required to monitor subrecipients of

HOME funding on an annual basis as determined by applicable affordability periods. Monitoring will follow the established HUD checklists for programmatic and financial elements of HOME-funded activities. Final reports with findings, concerns, recommendations will be submitted to LEAD ENTITY within 10 days of the date of the final report.

LEAD ENTITY reserves the right to reallocate funds from PARTICIPATING GOVERNMENTS for nonperformance or noncompliance.

- X. INDEMNITY.** Each PARTICIPATING GOVERNMENT hereby agrees to save, indemnify, and hold harmless the other PARTICIPATING GOVERNMENTS from damages arising now or hereafter, including reasonable attorney's fees, that are directly or indirectly due to the indemnifying party's acts or omissions associated with this AGREEMENT.

This section shall not be construed as 1) waiving the responsibility of a PARTICIPATING GOVERNMENT from payment of any penalties assessed by HUD related to the PARTICIPATING GOVERNMENTS administration of their HOME funds; 2) waiving any defenses or limitation which a PARTICIPATING GOVERNMENT may have against any claim or cause of action by any person not a party to this agreement; and 3) hold harmless a PARTICIPATING GOVERNMENT for liability that may result from failure to provide proper accounting or otherwise comply with state and federal regulations.

Each PARTICIPATING GOVERNMENT shall immediately reimburse the LEAD ENTITY in full for any and all expenses for which the LEAD ENTITY shall become responsible in its role as LEAD ENTITY due to acts or omissions by the PARTICIPATING GOVERNMENT.

- Y. AFFIRMATIVELY FURTHERING FAIR HOUSING.** The PARTICIPATING GOVERNMENTS certify that they will affirmatively further fair housing in compliance with 24 CFR 92.350.
- Z. ADDING NEW MEMBERS TO THE CONSORTIUM.** LEAD ENTITY is hereby authorized to amend this AGREEMENT on behalf of the GGHC to add new members to the CONSORTIUM.
- AA. AMENDMENTS.** All amendments to this AGREEMENT, other than changes to program monitoring, reporting, cross-cutting requirements, and those specified in item Z above, must be in writing and signed by all PARTICIPATING GOVERNMENTS. Before the beginning of each new qualification period, LEAD ENTITY shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this AGREEMENT, and, if the Consortium's membership has changed, the state certification required under 24 CFR 92.101(a)(2)(i). The Consortium shall adopt any amendments to this AGREEMENT that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

BB. SEVERABILITY. Invalidation of any one or more of the provisions of this AGREEMENT shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

The City of Greensboro and Guilford County, have signed this AGREEMENT and all governing boards have duly approved this AGREEMENT. Pursuant to such approval and the proper officials having signed this AGREEMENT, the parties hereto agree to be bound by the provisions herein set forth. The terms and provisions of this AGREEMENT are authorized by applicable laws and regulations and have been approved by the Attorney for each participating general local unit of government as to form and legality.

ATTEST:

CITY OF GREENSBORO, NORTH CAROLINA

City Clerk

By: _____
MAYOR

Approved as to form and legality:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

City Attorney

Finance Director

RECOMMENDED BY:

Department Head

Date

ATTEST:

GUILFORD COUNTY, NORTH CAROLINA

County Clerk

By:_____
CHAIRMAN, BOARD OF COMMISSIONERS

Approved as to form and legality:

This instrument has been preaudited in the
manner required by the Local Government
Budget and Fiscal Control Act.

County Attorney

Director of Planning