

COOPERATIVE AGREEMENT
Mecklenburg County "Urban County"
Community Development Block Grant (CDBG) Program

THIS AGREEMENT made and entered into this ___ day of _____, 2024 by and between the Town of Pineville, North Carolina hereinafter referred to as the "Community", and the County of Mecklenburg a body politic and corporate of the State of North Carolina, hereinafter referred to as the "County":

WITNESSETH

WHEREAS, the Housing and Community Development Act of 1974 as amended (the "Act") provides an entitlement of funds for Community Development purposes for urban counties; and

WHEREAS, Mecklenburg County has been designated as an Urban County provided that it secures Cooperation Agreements with various communities in Mecklenburg County; and

WHEREAS, this agreement covers the Community Development Block Grant (CDBG) Entitlement Program; and

NOW THEREFORE, by executing this agreement, the Community and County do hereby promise and agree:

THAT the Community may not apply for grants from appropriations under Small Cities or State CDBG programs for fiscal years during the period in which it is participating in the urban county's CDBG program; and

THAT the Community may only receive a formula allocation under the HOME or ESG program only through the urban county. Thus, even if the Urban County does not receive a HOME formula allocation, the Community cannot form a HOME consortium with other local governments; and

THAT the County shall have final responsibility for selecting Community Development Block Grant activities and annually filing a Consolidated Plan with HUD; and

THAT the County will, on behalf of the Community, execute essential Community Development and Housing Assistance applications, plans, programs and projects eligible under the Housing and Development Act of 1974 as amended; and

THAT the Community and the County will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT the Community and the County will take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR part 1, the Fair Housing Act and the implementing regulations at 24 CFR part 100, Section 109 of Title I of the Housing and

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Community Development Act of 1974 and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act and the implementing regulations at 24 CFR part 35 and the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968 and other applicable laws; that the County is prohibited from funding activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction, or that impedes the County's actions to comply with the county's fair housing certification; and that funding by the County is contingent upon the Community's compliance with the above; and

THAT the Community has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and 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 such non-violent civil rights demonstration within its jurisdiction; and

THAT a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other 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; and

THAT the qualification period of this agreement as defined in the HUD regulations and guidelines shall be **Federal Fiscal Years 2025, 2026, 2027**, and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants from Federal Fiscal Years 2025, 2026, 2027, appropriations and from any program income generated from the expenditure of such funds; further that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's urban county qualification notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's urban county qualification notice; and

THAT the Community resolves to remain in Mecklenburg County's Urban County programs for an indefinite period of time or until such time it is in the best interest of this Community to terminate the Cooperation Agreement and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants and from any program income generated from the expenditure of such funds. Furthermore, that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's Urban County Qualification Notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's Urban County Qualification Notice; and

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THAT failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period; and

THAT this Agreement remains in effect until the CDBG funds and income received with respect to activities carried out during the three-year qualification period (and any successive qualification periods under this automatic renewal provision) are expended and the funded activities completed, and that the County and Community may not terminate or withdraw from this agreement while this agreement remains in effect; and

THAT the Community shall inform the County of any income generated by the expenditure of CDBG funds received by the Community; and

THAT any such program income generated by the Community must be paid to the County, unless at the County's discretion, the Community may retain the program income as set forth in 24 CFR 570.503; and

THAT any program income the Community is authorized by the County to retain may only be used for eligible activities approved by the County in accordance with all CDBG requirements as may then apply; and

THAT the County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record keeping and reporting by the Community as may be needed for this purpose; and

THAT in the event of close-out or change in status of the Community, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County; and

THAT the Community shall provide timely notification to the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; and

THAT the Community shall reimburse the County in the amount equal to the current fair market value (less any portion of the value attributable to expenditures of non-CDBG funds) of real property acquired or improved with Community Development Block Grant funds that is sold or transferred for the use which does not qualify under the CDBG regulations; and

THAT the Community shall return to the County program income generated from the disposition or transfer of real property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the County and the Community; and

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THAT the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT pursuant to 24 CFR 570.501(b), the Community is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

IN WITNESS WHEREOF, the Community and the County have adopted and authorized this agreement to be executed by their respective officer's thereunto as of the day and year first above written.

COUNTY OF MECKLENBURG Name: Dena Diorio
Title: COUNTY MANAGER
Signature: _____
Date: _____

Name: Kristine Smith
Title: COUNTY CLERK TO THE BOARD
Signature: _____
Date: _____

TOWN OF PINEVILLE Name: Ryan Spitzer
Title: TOWN MANAGER
Signature: _____
Date: _____

Name: Lisa Snyder
Title: TOWN CLERK
Signature: _____
Date: _____

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Legal Certification
By
Mecklenburg County's Counsel

As the legal counsel for Mecklenburg County, I hereby state that the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, including but not limited to, (a) acquisition of property for disposition for private reuse, especially for low and moderate income housing, (b) direct rehabilitation of or financial assistance to housing, (c) low rent housing activities, (d) disposition of land to private developers for appropriate redevelopment, and (e) condemnation of property for low income housing.

County Attorney
Mecklenburg County, North Carolina

Date