

**CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT**

THIS AGREEMENT, is entered into effective July 1, 2012, by and between the City of Charlotte, a North Carolina municipal corporation, (herein called the "Lead Entity") and the geographically contiguous units of general local government as shown on the signature pages attached hereto which include the county of Mecklenburg, the towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill and Pineville and governmental units located within said municipalities, (including the Lead Entity, each herein called a "Consortium Member" and, together with the Lead Entity, "Consortium Members", the "Consortium," the "Participating Jurisdiction," or the "parties"). Said Lead Entity and Consortium Members are each a general local governmental unit of the State of North Carolina, and are authorized to enter into this Agreement pursuant to North Carolina statutes, Article 20 of Chapter 160A.

WITNESSETH THAT:

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 (herein called "the Act") authorizes units of general local government to enter into cooperation agreements to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Act; and

WHEREAS, the Consortium Members desire to cooperate to undertake housing assistance activities under the HOME Program; and

WHEREAS, it is the desire of the Consortium Members that the Lead Entity act in a representative capacity for the Participating Jurisdiction as well as itself. The Consortium Members desire the Lead Entity to assume overall responsibility for ensuring that the Consortium's activities as established below, are 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 mutually agree as follows:

1. To cooperate, to undertake, or to assist in undertaking housing assistance activities for the HOME Program. The Consortium Members hereby authorize the Lead Entity to act in a representative capacity for the Participating Jurisdiction for the purposes of the HOME program and to submit for and receive HOME funding from the United States Department of Housing and Urban Development ("HUD"). The Consortium Members shall cooperate in the preparation of the Consolidated Plan by providing to the Lead Entity all pertinent and necessary information and assist the Lead Entity in implementation of its HUD approved Consolidated Plan.
2. The Lead Entity assumes overall responsibility for ensuring that the Consortium's HOME program activities are carried out in compliance with HOME rules, including the requirements of 24 CFR parts 91 and 92, and the Consolidated Plan.
3. The Consortium Members agree to affirmatively further fair housing within their respective jurisdictions and that any Consortium Member that does not affirmatively further fair housing within its own jurisdiction shall be prohibited from receiving HOME funds.

4. Subject to the Lead Entity's overall responsibility for HOME program compliance, the Lead Entity may seek input from the Charlotte Mecklenburg Regional Housing Consortium Board of Directors (the "Board") to provide policy direction for the operations of the Consortium.
5. The Lead Entity and the Consortium Members shall be responsible for providing matching funds required by federal regulations for any funds allocated for the Participating Jurisdiction. No Consortium Member shall refuse to provide matching funds required by its projects as required by HUD regulations and this Agreement. A Consortium Member who refuses to provide such matching funds shall reimburse the Lead Entity immediately and in full for any and all expenses incurred by the Lead Entity as a result of its failure to do so. Matching funds will not be required when the Consortium Member does not have a project within its jurisdiction. For purposes of this Agreement, matching funds are as defined by HUD federal regulations.
6. The Consortium Members hereby authorize the Lead Entity to submit a request for and receive HOME funding from HUD on behalf of the Consortium and to otherwise act on behalf of the Consortium.
7. The Consortium Members 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.
8. The Consortium Members shall cooperate in the implementation and monitoring of the HOME Program. The Lead Entity shall have the right and responsibility to monitor Consortium Members to assure compliance with all HOME requirements during both project implementation and any affordability period.
9. The Consortium Members shall be entitled to a pro rata portion of the HOME funding for eligible uses under the Act.
10. The Lead Entity currently receives an annual allocation of HOME funds. Should the Lead Entity's allocation decrease as a result of this Agreement, reimbursement to the Lead Entity may occur prior to the disbursement to Consortium members.
11. HOME Program funds under this Agreement shall revert to the Lead Entity for reallocation should the following occur for a Consortium Member:
  - (i) Eligible projects could not be identified; and
  - (ii) Matching resources could not be identified.
12. The Consortium Members agree that 15% of all HOME funds received will be subcontracted for projects administered by Community Housing Development Organizations (CHDOs) as defined in the Act and that have 501(c) tax exempt status as required by federal law. Proposed CHDOs must be approved by the Consortium.

13. Subject to the administrative requirements of the program, the Lead Entity may utilize some program funds for administrative costs to the extent allowable by HUD.
14. The Consortium Board shall have the right to reallocate HOME Program funding to the Consortium to be used by other Consortium Members when a Consortium Member is unable to use the funding due to lack of eligible projects or matching resources. A schedule for reallocation of all HOME program funding to be used by the Consortium shall be determined by the Board before reallocation by HUD to jurisdictions outside the Consortium. The reallocation of funds that are unable to be used shall be consistent with the Consortium's adopted Consolidated Plan.
15. With reference to any program income and repayment generated from the HOME Funds, federal regulations shall govern placement of program income generated from HOME funds are 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 each Consortium Member's projects. Program Income and repayments on projects shall only be available to the Consortium Member for use on activities that are consistent with the Act, approved Consolidated Plan and must be approved by the Lead Entity.
16. The Consortium Members, as parties to the Consortium, shall direct all activities with respect to the Consortium, to the alleviation of housing problems in Mecklenburg County.
17. To the fullest extent permitted by law, the Consortium Members 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 any party may have against any claim or cause of action by any persons not a party to this agreement. The Consortium Members shall not be held harmless for liability that may result from failure to provide proper accounting or otherwise comply with State and Federal regulations. Consortium Members 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. To the extent that such expense is incurred by the acts or omissions of a Consortium Member, such Consortium Member shall make such reimbursement in full.
18. The Consortium Members agree to remain in the Consortium during the three federal fiscal years for which the Consortium qualifies to receive HOME funds, October 1, 2012 through September 30, 2015. Thereafter, each party shall continue to participate in the Consortium to the extent required by HUD regulations or other applicable laws or until all HOME allocations are expended. The obligations of each of the parties shall remain in effect until all HOME allocations received by the Consortium are expended or such longer period as may be agreed to by the parties. Notwithstanding the foregoing, the Consortium Members have an obligation to abide by HOME requirements throughout the period of affordability of any HOME funded projects.

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19. This Agreement shall automatically renew in successive three year qualification periods, unless a Consortium Member provides 120 days prior written notice of its election not to participate in a new qualification period. By the date specified in HUD's consortia designation notice or HOME consortia web page, the Lead Entity will notify each

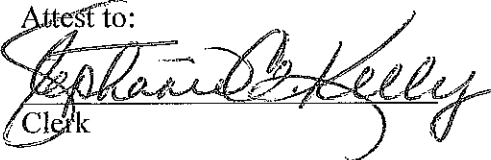
Consortium Member in writing of its right not to participate in the successive three -year qualification period, and by June 30 the Lead Entity will provide HUD's field office with copies of such communications and any Consortium Member's notice of intent not to participate in the new qualification period. Notwithstanding the foregoing, each Consortium Member shall adopt any amendment to this Agreement necessary to incorporate changes to meet HUD requirements for consortium agreements in subsequent three year qualification periods. If the Lead Entity fails to notify Consortium Members of their right not to participate in successive three year qualification periods or if it fails to submit any amendments to the Agreement to HUD, this Agreement will not automatically be renewed. The automatic renewal provisions will not apply when the Consortium adds a new member.

20. Should disputes arise between participants resulting in legal action, such actions shall be filed in the appropriate courts of Mecklenburg County, North Carolina.
21. The Lead Entity and Consortium Members agree to have the same program year for CDBG, HOME, ESG and HOPWA.
22. This Agreement is subject to HUD approval and the Consortium's receipt of HOME Investment Partnership funds.

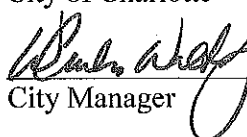
**IN WITNESS WHEREOF**, the City of Charlotte, as Lead Entity and the Consortium Members, have caused this Agreement to be executed by a duly authorized official of each party.

**SIGNATURE**

Attest to:

  
Clerk

City of Charlotte

  
City Manager


- Attachment 1: Mecklenburg County Signature
- Attachment 2: Town of Cornelius Signature
- Attachment 3: Town of Davidson Signature
- Attachment 4: Town of Huntersville Signature
- Attachment 5: Town of Matthews Signature
- Attachment 6: Town of Mint Hill Signature
- Attachment 7: Town of Pineville Signature

CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT

Attachment 1

SIGNATURE

Attest to:

  
Clerk


Mecklenburg County  
  
County Manager

CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT

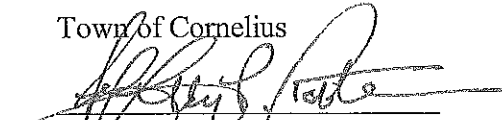
Attachment 2

SIGNATURE

Attest to:

  
Clerk

Town of Cornelius

  
Mayor

CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT

Attachment 3

SIGNATURE

Attest to:

Heather N. Biren  
Clerk


Town of Davidson  
[Signature]  
Mayor

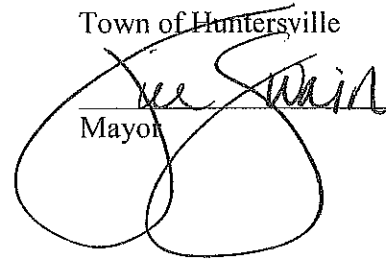
**CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT**

Attachment 4

**SIGNATURE**

Attest to:

  
Clerk

Town of Huntersville  
  
Mayor



**CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT**

Attachment 5

**SIGNATURE**

Attest to:

Jill Pleimann  
Clerk

Town of Matthews

J. Taylor  
Mayor

CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT

Attachment 6

SIGNATURE

Attest to:

Beth O. Warrick  
Clerk

Town of Mint Hill

[Signature]  
~~Mayor~~

Manager



**CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT**

Attachment 7

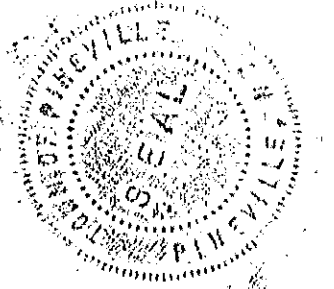
**SIGNATURE**

Attest to:

*Barbara Monteto*  
Clerk

Town of Pineville

*Dee C. Finner*  
Mayor



NORTH CAROLINA

MECKLENBURG COUNTY

To whom it may concern:

The undersigned, serving as legal counsel for Charlotte, North Carolina, does hereby certify the following:

1. I have reviewed the terms and provisions contained in the CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM (the "Consortium"); and
2. State and local law authorizes participation in the Consortium; and
3. Legal authority exists to carry out the programs contemplated by the Consortium and to undertake or assist in undertaking housing assistance activities.

This is the 26<sup>th</sup> day of June, 2012

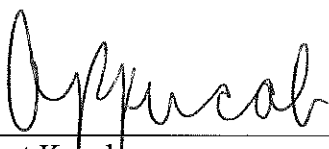
  
Senior Assistant City Attorney

# CERTIFICATION

The State of North Carolina hereby certifies that the Charlotte-Mecklenburg HOME Consortium (the "Consortium") has submitted information to the State indicating that the Consortium will direct its activities to the alleviation of housing problems within the State.

This certification is being provided pursuant to the HOME Final Rule, 24 CFR 92.101(a)(2)(i).

State of North Carolina Designee:  
North Carolina Housing Finance Agency

By:   
A. Robert Kucab  
Executive Director  
Authorized Official

Date: June 26, 2012

**RESOLUTION AUTHORIZING THE CHARLOTTE CITY MANAGER TO EXECUTE THE CHARLOTTE  
MECKLENBURG REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT FOR FEDERAL FISCAL YEARS 2013, 2014, and 2015 AND  
SUBSEQUENT THREE-YEAR QUALIFICATION PERIODS**

WHEREAS, the Cranston-Gonzalez National Affordable housing Act of 1990, as amended, authorizes units of general local government to enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program; and

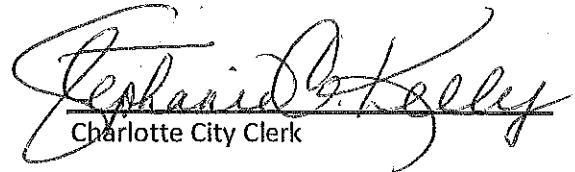
WHEREAS, the City Council for the City of Charlotte has elected to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium for the Federal fiscal years 2013, 2014, and 2015 qualification period; and

WHEREAS, participation in the Charlotte Mecklenburg Regional Housing Consortium will automatically renew for successive three-year qualification periods unless The City of Charlotte provides written notice of its election not to participate in the Consortium for a new qualification period, as specified in the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement; and

NOW, THEREFORE BE IT RESOLVED BY THE Charlotte City Council that:

1. The City of Charlotte hereby elects to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium and to become a party to and enter into the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement for the three-year qualification period, October 1, 2012-September 30, 2015, and for such successive qualification periods as may be applicable pursuant to the terms of said Cooperation Agreement;
2. The Charlotte City Manager is authorized to execute said Cooperation Agreement on behalf of the City of Charlotte; and
3. This resolution shall be effective April 24, 2012.

ATTEST:

  
Charlotte City Clerk

**RESOLUTION AUTHORIZING COUNTY MANAGER TO EXECUTE THE CHARLOTTE MECKLENBURG  
REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT FOR FEDERAL FISCAL YEARS 2013, 2014, and 2015 AND  
SUBSEQUENT THREE-YEAR QUALIFICATION PERIODS**

**WHEREAS**, the Cranston-Gonzalez National Affordable housing Act of 1990, as amended, authorizes units of general local government to enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program; and

**WHEREAS**, the Mecklenburg Board of County Commissioners has elected to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium for the Federal fiscal years 2013, 2014, and 2015 qualification period; and

**WHEREAS**, participation in the Charlotte Mecklenburg Regional Housing Consortium will automatically renew for successive three-year qualification periods unless Mecklenburg Board of County Commissioners or its designee provides written notice of its election not to participate in the Consortium for a new qualification period, as specified in the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement; now, therefore be it

**RESOLVED** by the Board of County Commissioners that:

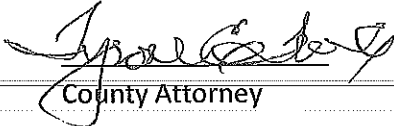
1. Mecklenburg County hereby elects to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium and to become a party to and enter into the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement for the three-year qualification period, October 1, 2012-September 30, 2015, and for such successive qualification periods as may be applicable pursuant to the terms of said Cooperation Agreement;
2. That County Manager Harry L. Jones, Sr. is authorized to execute said Cooperation Agreement on behalf of Mecklenburg County; and
3. That this resolution shall be effective upon its adoption.

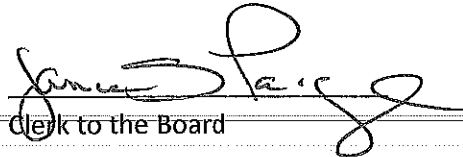
**BE IT FURTHER RESOLVED** that the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement shall be appended to this resolution and made part of the official minutes of the Board for this date.

Commissioner Vilma Leake made a motion that the above resolution be adopted.

Commissioner Jennifer Roberts seconded the motion, and upon vote, the motion was adopted the 20<sup>th</sup> day of June, 2012.

Approved as to Form

  
County Attorney

  
Clerk to the Board

(County Seal)

**RESOLUTION AUTHORIZING THE MAYOR OF CORNELIUS  
TO EXECUTE THE CHARLOTTE MECKLENBURG REGIONAL HOUSING  
CONSORTIUM JOINT COOPERATION AGREEMENT  
FOR FEDERAL FISCAL YEARS 2013, 2014, and 2015  
AND SUBSEQUENT THREE-YEAR QUALIFICATION PERIODS**

**WHEREAS**, the Cranston-Gonzalez National Affordable housing Act of 1990, as amended, authorizes units of general local government to enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program; and

**WHEREAS**, the Board of Commissioners for the Town of Cornelius has elected to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium for the Federal fiscal years 2013, 2014, and 2015 qualification period; and

**WHEREAS**, participation in the Charlotte Mecklenburg Regional Housing Consortium will automatically renew for successive three-year qualification periods unless Charlotte-Mecklenburg or the Town of Cornelius provides written notice of its election not to participate in the Consortium for a new qualification period, as specified in the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement; and

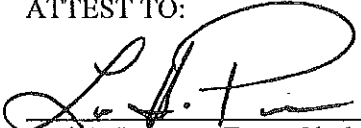
**NOW, THEREFORE BE IT RESOLVED BY**, the Cornelius Board of Commissioners that:

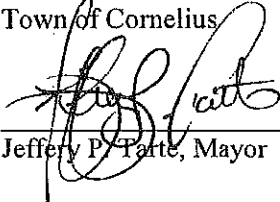
1. The Town of Cornelius hereby elects to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium and to become a party to and enter into the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement for the three-year qualification period, October 1, 2012-September 30, 2015, and for such successive qualification periods as may be applicable pursuant to the terms of said Cooperation Agreement;
2. The Mayor is authorized to execute said Cooperation Agreement on behalf of the Town of Cornelius; and
3. This resolution shall be effective the 18<sup>th</sup> day of June, 2012.

**BE IT FURTHER RESOLVED** that the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement shall be appended to this resolution and made part of the official minutes of the Board for this date.

Commissioner Rinker made a motion that the above resolution be adopted.  
Commissioner Bradford seconded the motion, and upon vote, the motion carries this 18th day of June, 2012.

ATTEST TO:

  
Lori A. Pearson, Town Clerk

Town of Cornelius  
  
Jeffery P. Parte, Mayor



RESOLUTION 2012-17

RESOLUTION AUTHORIZING THE TOWN MANAGER OF THE TOWN OF DAVIDSON TO EXECUTE THE  
CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT FOR FEDERAL FISCAL YEARS 2013, 2014, and 2015 AND  
SUBSEQUENT THREE-YEAR QUALIFICATION PERIODS

**WHEREAS**, the Cranston-Gonzalez National Affordable housing Act of 1990, as amended, authorizes units of general local government to enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program; and

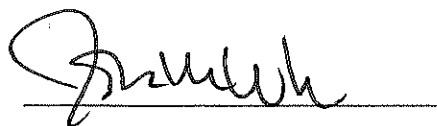
**WHEREAS**, the Board of Commissioners for the Town of Davidson has elected to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium for the Federal fiscal years 2013, 2014, and 2015 qualification period; and

**WHEREAS**, participation in the Charlotte Mecklenburg Regional Housing Consortium will automatically renew for successive three-year qualification periods unless Charlotte-Mecklenburg or Town of Davidson provides written notice of its election not to participate in the Consortium for a new qualification period, as specified in the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement; and

**NOW, THEREFORE BE IT RESOLVED BY THE DAVIDSON BOARD OF COMMISSIONERS that:**

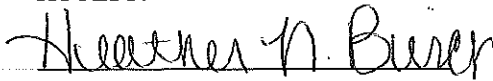
1. The Town of Davidson hereby elects to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium and to become a party to and enter into the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement for the three-year qualification period, October 1, 2012-September 30, 2015, and for such successive qualification periods as may be applicable pursuant to the terms of said Cooperation Agreement;
2. The Town Manager of the Town of Davidson is authorized to execute said Cooperation Agreement on behalf of the Town of Davidson; and
3. This resolution shall be effective June 12, 2012.

**BE IT FURTHER RESOLVED** that the Town of Davidson Board of Commissioners approves Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement shall be appended on June 12, 2012.



Mayor, John M. Woods

ATTEST:



Town Clerk, Heather Birch

**RESOLUTION AUTHORIZING TOWN MANAGER TO EXECUTE THE CHARLOTTE-MECKLENBURG  
REGIONAL HOUSING CONSORTIUM JOINT COOPERATION AGREEMENT  
FOR FEDERAL FISCAL YEARS 2013, 2014, AND 2015  
AND SUBSEQUENT THREE-YEAR QUALIFICATION PERIODS**

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, authorizes units of general local government to enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program; and

WHEREAS, the Board of Commissioners for the Town of Huntersville has elected to continue to participate in the Charlotte-Mecklenburg Regional Housing Consortium for the Federal fiscal years 2013, 2014, and 2015 qualification period; and

WHEREAS, participation in the Charlotte-Mecklenburg Regional Housing Consortium will automatically renew for successive three-year qualification periods unless Charlotte-Mecklenburg or Town of Huntersville provides written notice of its election not to participate in the Consortium for a new qualification period, as specified in the Charlotte-Mecklenburg Regional Housing Consortium Joint Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE HUNTERSVILLE BOARD OF COMMISSIONERS that:

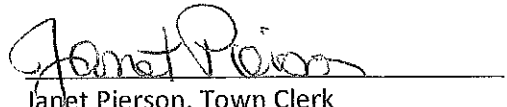
1. The Town of Huntersville hereby elects to continue to participate in the Charlotte-Mecklenburg Regional Housing Consortium and to become a party to and enter into the Charlotte-Mecklenburg Regional Housing Consortium Joint Cooperation Agreement for the three-year qualification period, October 1, 2012 – September 30, 2015, and for such successive qualification periods as may be applicable pursuant to the terms of said Cooperation Agreement.
2. The Town Manager is authorized to execute said Cooperation Agreement on behalf of the Town of Huntersville; and
3. This resolution shall be effective June 18, 2012.

BE IT FURTHER RESOLVED that the Charlotte-Mecklenburg Regional Housing Consortium Joint Cooperation Agreement shall be appended to this resolution and made part of the official minutes of the Board for this date.

Adopted this 18<sup>th</sup> day of June, 2012.



Jill Swain, Mayor



Janet Pierson, Town Clerk

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE CHARLOTTE MECKLENBURG REGIONAL  
HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT FOR FEDERAL FISCAL YEARS 2013, 2014, and 2015 AND  
SUBSEQUENT THREE-YEAR QUALIFICATION PERIODS**

WHEREAS, the Cranston-Gonzalez National Affordable housing Act of 1990, as amended, authorizes units of general local government to enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program; and

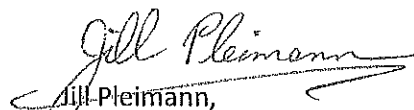
WHEREAS, the Board of Commissioners for the Town of Matthews has elected to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium for the Federal fiscal years 2013, 2014, and 2015 qualification period; and

WHEREAS, participation in the Charlotte Mecklenburg Regional Housing Consortium will automatically renew for successive three-year qualification periods unless Charlotte-Mecklenburg or the Town of Matthews provides written notice of its election not to participate in the Consortium for a new qualification period, as specified in the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement;

NOW, THEREFORE BE IT RESOLVED BY THE MATTHEWS TOWN BOARD OF COMMISSIONERS that:

1. The Town of Matthew hereby elects to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium and to become a party to and enter into the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement for the three-year qualification period, October 1, 2012-September 30, 2015, and for such successive qualification periods as may be applicable pursuant to the terms of said Cooperation Agreement;
2. Mayor James P. Taylor is authorized to execute said Cooperation Agreement on behalf of the Town of Matthews;
3. This resolution shall be effective May 14, 2012.

ATTEST:

  
Jill Pleimann,  
Town Clerk

**RESOLUTION AUTHORIZING [TITLE OF CHIEF EXECUTIVE OFFICIAL OR DESIGNATED AUTHORIZED OFFICIAL] TO EXECUTE THE CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM JOINT COOPERATION AGREEMENT FOR FEDERAL FISCAL YEARS 2013, 2014, and 2015 AND SUBSEQUENT THREE-YEAR QUALIFICATION PERIODS**

WHEREAS, the Cranston-Gonzalez National Affordable housing Act of 1990, as amended, authorizes units of general local government to enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program; and

WHEREAS, the Board of Commissioners for the Town of Mint Hill has elected to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium for the Federal fiscal years 2013, 2014, and 2015 qualification period; and

WHEREAS, participation in the Charlotte Mecklenburg Regional Housing Consortium will automatically renew for successive three-year qualification periods unless Charlotte-Mecklenburg or Town of Mint Hill provides written notice of its election not to participate in the Consortium for a new qualification period, as specified in the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS that:

1. The Town of Mint Hill hereby elects to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium and to become a party to and enter into the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement for the three-year qualification period, October 1, 2012-September 30, 2015, and for such successive qualification periods as may be applicable pursuant to the terms of said Cooperation Agreement;
2. The Town Manager is authorized to execute said Cooperation Agreement on behalf of the Town of Mint Hill; and
3. This resolution shall be effective July 1, 2012.

BE IT FURTHER RESOLVED that the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement shall be appended to this resolution and made part of the official minutes of the Board for this date.

Commissioner Ross made a motion that the above resolution be adopted, Commissioner McRae seconded the motion, and upon vote, the motion carries this 12th day of July 2012.

**RESOLUTION NO. 2012-03  
RESOLUTION AUTHORIZING PINEVILLE TOWN COUNCIL  
TO EXECUTE THE CHARLOTTE MECKLENBURG  
REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT FOR FEDERAL  
FISCAL YEARS 2013, 2014, and 2015 AND  
SUBSEQUENT THREE-YEAR QUALIFICATION PERIODS**

**WHEREAS**, the Cranston-Gonzalez National Affordable housing Act of 1990, as amended, authorizes units of general local government to enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program; and

**WHEREAS**, the Town Council for the Town of Pineville has elected to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium for the Federal fiscal years 2013, 2014, and 2015 qualification period; and

**WHEREAS**, participation in the Charlotte Mecklenburg Regional Housing Consortium will automatically renew for successive three-year qualification periods unless Charlotte-Mecklenburg or Town of Pineville provides written notice of its election not to participate in the Consortium for a new qualification period, as specified in the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement; and

**NOW, THEREFORE BE IT RESOLVED BY THE PINEVILLE TOWN COUNCIL that:**

1. The Town of Pineville hereby elects to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium and to become a party to and enter into the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement for the three-year qualification period, October 1, 2012-September 30, 2015, and for such successive qualification periods as may be applicable pursuant to the terms of said Cooperation Agreement;
2. The Mayor is authorized to execute said Cooperation Agreement on behalf of the Town of Pineville; and
3. This resolution shall be effective 6/30/2012.

**BE IT FURTHER RESOLVED** that the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement shall be appended to this resolution and made part of the official minutes of the Board for this date.

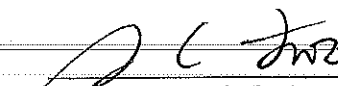
**CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT**

**SIGNATURE**

Attest:

Town of Pineville

  
Town Clerk, Barbara Monticello

  
Mayor, George C. Fowler