

MEMORANDUM OF UNDERSTANDING
between
City of Greensboro Department of Neighborhood Development and
Guilford County Department of Planning & Development

This Memorandum of Understanding (MOU) is entered into as of July 1, 2020 by and between the City of Greensboro Neighborhood Development Department (CITY) and the Guilford County Planning & Development Department (COUNTY). This MOU shall be in full force and effect for the Greensboro HOME Consortium Qualification Period 2019-2022, effective beginning July 1, 2020 and ending June 30, 2022.

WHEREAS, the City of Greensboro serves as the lead agency of the Greensboro HOME Consortium that also includes Guilford County, the City of Burlington and Alamance County pursuant to the Joint Cooperative Agreement entered into by said parties and dated June 24, 2004 (the “Joint Cooperative Agreement”);

WHEREAS, as the lead HOME Consortium agency, the City of Greensboro has the authority to disperse HUD granted HOME funds among the Consortium members;

WHEREAS, the Greensboro HOME Consortium automatically renewed for the three-year Consortia qualification period 2019-2022 beginning July 1, 2019 ending June 30, 2022;

WHEREAS, the COUNTY has requested and the CITY has agreed to expand a City administered home buyer assistance program into the jurisdiction of the COUNTY in accordance with the obligations of the CITY and COUNTY under the Joint Cooperative Agreement; and

WHEREAS, the CITY will reimburse the selected program provider, hold and service the five-year forgivable homeowner loans, and report accomplishments directly to HUD on behalf of the COUNTY.

NOW, THEREFORE, it is mutually agreed as follows:

I. EXPENDITURES:

Funding for this MOU shall be provided from the Guilford County allocation of HOME Consortium funds awarded by the US Department of Housing and Urban Development, in an amount not to exceed **\$547,368.00**

HOME funds referenced in this MOU shall be spent during the Greensboro HOME Consortium Qualification Period through June 30, 2022. Balances associated with this MOU may be carried over from the current fiscal year to the next.

All draws related to this MOU shall be requested by the selected program provider and drawn by the CITY.

II. PROGRAM OVERVIEW:

The CITY shall:

1. Be the administrative agent for the COUNTY Homebuyer Down Payment Assistance Program as outlined in the Homebuyer Down Payment Assistance Program policy and underwriting guidelines (Attachment A);
2. Revise the Homebuyer Down Payment Assistance Program policy and underwriting guidelines (Attachment A) as required;
3. Contract with a Homebuyer Down Payment Assistance provider;
4. Contract with a HUD-certified housing counseling agency to provide home buyer education to persons and families participating in the program;
5. Provide assistance to low- and moderate-income persons and families for the purchase of a home to be used as the primary residence, within Guilford County, outside the city limits of Greensboro and High Point;
6. Hold and service the five-year forgivable homeowner loans; and
7. Report accomplishments in the Integrated Disbursement Information System (IDIS) on behalf of the COUNTY.

III. PAYMENTS:

The CITY shall reimburse the selected contractor on behalf of the COUNTY upon review and approval of timely and complete invoices.

IN WITNESS WHEREOF, the parties hereto have duly caused this MOU to be executed as of the date first above written.

GUILFORD COUNTY

BY: _____
_____ County Manager

Approved
as to form:

(County Seal)

_____ County Attorney

ATTESTED BY:

Clerk of Board

Date

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, _____, a Notary Public of said State and County, certify that Robin Keller, Clerk to the Guilford County Board of Commissioners, a North Carolina body politic and corporate, came before me and acknowledged that by authority given, the foregoing instrument was signed in its name by its Manager, sealed with its corporate seal and attested by her as its Clerk.

Witness my hand and official seal this _____ day of _____, 2020.

Notary Public

My commission Expires _____

City of Greensboro signature Page to Follow

CITY OF GREENSBORO

By: _____(SEAL)
_____ City Manager

ATTEST: (Municipal Seal)

_____ City Clerk

Approved as to form:

_____ City Attorney

NORTH CAROLINA – GUILFORD COUNTY

I, the undersigned Notary Public of the aforesaid County and State, hereby certify that _____ personally came before me this date and acknowledged that she is the _____ City Clerk of the CITY OF GREENSBORO, a North Carolina municipal corporation, and that, by authority duly given and as the act of said municipal corporation, the foregoing document was signed in its name by its city manager, sealed with its corporate seal, and attested by herself as its _____ City Clerk.

WITNESS my hand and official seal this _____ day of _____, 2020.

Notary Public

Typed or printed name of Notary Public

My commission expires:_____