MUTUAL COOPERATION AGREEMENT
OF THE BARNSTABLE COUNTY
HOME CONSORTIUM
UNDER THE
CRANSTON–GONZALEZ NATIONAL AFFORDABLE HOUSING ACT

MUTUAL COOPERATION AGREEMENT made this 15th day of July, 2005, by and between the Board of County Commissioners of Barnstable County, Massachusetts, a political subdivision of the State of Massachusetts (hereinafter "County") and the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet, and Yarmouth (hereinafter "Towns").

WHEREAS, the National Affordable Housing Act of 1990 has authorized the Home Investment Partnerships Act (hereinafter "HOME Program") to provide financial assistance through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to local governments for increasing the supply of affordable housing; and

WHEREAS, HUD has promulgated regulations, notices, and requirements as now or hereafter in effect, allowing units of general local government, which do not individually have the populations necessary to qualify for HOME Program funding, to enter into mutual cooperation agreements to form a consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Program; and

WHEREAS, the signatory units of general local government intend hereby to establish a consortium to cooperate in undertaking or assisting in pursuing housing assistance activities for the HOME Program; and

WHEREAS, the signatories to this agreement agree to comply with all requirements of HUD regulations and requirements as now or hereafter in effect for eligibility to participate to the maximum extent possible in the funding benefits of HUD and to create or improve affordable housing for their low and moderate income residents.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties to this agreement do agree as follows:

SECTION 1 – DEFINITIONS

a. "Member" means a unit of local government which is a signatory to this agreement and therefore a member of the consortium for the purpose of carrying out eligible activities under HUD regulations and requirements as now or hereafter in effect.

b. "Representative Member" means the unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this agreement, as defined in HUD regulations and requirements as now or hereafter in effect.

c. "CP" means a Consolidated Plan, as defined in 24 CFR, Parts 92 and 91 and required by HUD regulations and requirements as now or hereafter in effect.

d. "CHDO" means a Community Housing Development Organization, as defined in HUD regulations and requirements as now or hereafter in effect.

e. "CFR" means Codes of Federal Regulations.

f. "Barnstable County Home Rule Charter" means the charter established under Massachusetts General Laws, Chapter 163 of the Acts of 1988.

SECTION 2 – PURPOSES

This agreement is entered into for the purpose of meeting the criteria established in 24 CFR, Part 92 for obtaining general local government status as a consortium of otherwise ineligible towns and county in order to obtain funding for the HOME Program. Moreover, this agreement is entered into in order to benefit the residents of both the towns and county by enhancing the quality of life of those residents benefiting from the HOME Program.

SECTION 3 – MEMBERS/CREATION OF CONSORTIUM

The County and Towns are members of the consortium and by execution of this Agreement hereby form a consortium to be known as the "Barnstable County HOME Consortium" (hereinafter "Consortium").

SECTION 4 – STATUS OF CONSORTIUM

a. The Consortium shall function as a unit of general local government for funding under the HOME Program upon designation by HUD.

b. The Consortium shall seek to obtain HOME funds that become available upon notice by HUD and the state's Department of Housing and Community Development.

c. This agreement is not intended to limit or otherwise restrict the signatories to this agreement from participating in programs and/or from seeking funding from HUD for purposes not involving the Consortium and the HOME Program.

d. The program year for the Consortium and the HOME Partnerships Program, Community Development Block Grant, Emergency Shelter Grant and Housing Opportunities for People with AIDS programs begins July 1st.

SECTION 5 – SET ASIDE FOR COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

The Consortium is responsible for reserving not less than 15 percent of its HOME Program funds for investment only in housing to be developed, sponsored, or owned by CHDO's.

SECTION 6 – CONSOLIDATED PLAN

Members of the Consortium shall cooperate in the preparation of a Consolidated Plan covering the jurisdictional boundaries of Barnstable County and the member towns as required by federal regulations. The preparation of the CP will take place pursuant to 24 CFR Parts 92 and 91 as required by HUD regulations.

SECTION 7 – MATCH REQUIREMENTS

a. The Consortium is responsible for obtaining the necessary match or matching requirement credits (see below) for all of its projects as required by HUD regulations and requirements as now or hereafter in effect.

b. HUD will determine the match necessary based on the total match required for all projects of the Consortium as a whole. Therefore a single member may contribute to the Consortium a match that is more or less match than is proportionate for a given project or projects. The Representative Member will assign any surplus match credit to other projects within the Consortium.

c. In any case where an appropriation or transfer for the purpose of providing match credits requires action by the legislative body of a member, said action would be a condition precedent to the dedication of funds or property as a match.

SECTION 8 – REPRESENTATIVE MEMBER

a. The County shall be the member unit of government authorized to act in a representative capacity to HUD on behalf of the member units of the Consortium. The County shall only be a representative of the Consortium for the purposes established in this Agreement and shall be the lead entity having overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of both the HOME Program and the CP and with the Barnstable County Home Rule Charter. No party shall have veto power as to implementing the CP and the parties agree to act in cooperation to achieve CP goals.

b. The Representative Member shall establish such administrative procedures as may be necessary to facilitate the application for and distribution of HOME Program funds.

c. The Representative Member shall be responsible for obtaining the funds for the costs of administering the HOME Program.

d. The Representative Member shall establish and maintain the local HOME Investment Trust Fund required by HUD regulations and requirements as now or hereafter in effect.

e. The Representative Member shall be entitled to retain interest as provided in HUD regulations and requirements as now or hereafter in effect for administrative expenses incurred solely in its capacity as Representative Member.

SECTION 9 – MEMBER UNITS OF LOCAL GOVERNMENT

a. Each Member agrees to cooperate in undertaking or assisting in pursuing housing assistance activities for the HOME Program.

b. The Consortium and each of its members agrees to carry out eligible activities in accordance with the requirements of HUD regulations and requirements as now or hereafter in effect.

c. Each Member is responsible for submitting in a timely manner to the Representative Member all information necessary for participation in the Consortium as defined in HUD regulations and requirements as now or hereafter in effect. This includes, but is not limited to, information necessary for the CP, and certifications.

d. Each Member will have one representative on the Barnstable County HOME Consortium Advisory Council.

SECTION 10 – TERM OF AGREEMENT AND RENEWAL

a. This Agreement shall remain in effect during the period necessary to complete all activities funded for Federal Fiscal Years (FFY) 2006, 2007 and 2008 HOME Program formula allocations or until the Consortium's status as a participating jurisdiction in the HOME Program is revoked by HUD. The Consortium and each of its members hereby agree to comply with all of HUD's regulations and requirements regarding the HOME Program as now or hereafter in effect, notwithstanding the provisions of the Barnstable County Home Rule Charter

b. The parties agree to remain in the Consortium and be bound by the provisions in this Agreement for the entire term as described herein.

c. Automatic Renewal

Subject to the terms below, this Agreement shall automatically be renewed for participation in successive three year qualification periods. Prior to such renewal, and by fifteen (15) days prior to the date specified in HUD's Consortia Designation Notice(s), the County, as lead entity, will notify the Towns in writing of their right not to participate for the successive three year qualification periods. A copy of this notification shall also be sent to HUD as specified in the Consortia Designation Notice.

The Consortium agrees that it shall, as a condition of automatic renewal, adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and then submit the amendment to HUD as specified in the Consortia Qualification Notice for that period. Failure to comply with this stipulation will void the automatic renewal of the Agreement.

SECTION 11 – FAIR HOUSING

Each member of the Consortium agrees to affirmatively further fair housing in accordance with 24 CFR Part 92.

SECTION 12 – AUTHORIZING RESOLUTIONS/ATTORNEY CERTIFICATIONS

The attached authorizing resolutions are hereby incorporated herein by this reference thereto. The certifications of legal counsel set forth below shall be deemed an integral part of this Agreement.

SECTION 13 – APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and all applicable HUD regulations. HOME Program regulations and requirements as now or hereafter in effect are incorporated by reference for determining any issues that may arise concerning the Consortium.

SECTION 14 – SEVERABILITY

The provisions of this Agreement are severable. In the event that any provision herein is declared void or unenforceable, all other provisions shall remain in full force and effect.

SECTION 15 – COUNTERPARTS

This Agreement may be executed in counterparts and each executed agreement shall be treated as the original.

SECTION 16 – TERMINATION

This Agreement may be terminated by HUD as established in 24 CFR Part 92.

SECTION 17 – AMENDMENT

No amendment to this agreement, other than those referred to in Section 10(c) above, shall be effective unless executed in writing and approved by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 15th day of July, 2005.

FIRST AMENDMENT TO MUTUAL COOPERATION AGREEMENT OF THE BARNSTABLE COUNTY HOME CONSORTIUM UNDER THE CRANSTON–GONZALEZ NATIONAL AFFORDABLE HOUSING ACT

This **FIRST AMENDMENT TO MUTUAL COOPERATION AGREEMENT** ("First Amendment") is made as of this 9th day of July, 2014, by and among the Board of County Commissioners of Barnstable County, Massachusetts, a political subdivision of the State of Massachusetts (hereinafter "County"), the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet, and Yarmouth (hereinafter "Towns"), and the U.S. Department of Housing and Urban Development (hereinafter "HUD"), and amends the Mutual Cooperation Agreement of the Barnstable County Home Consortium under the Cranston-Gonzalez National Affordable Housing Act among the parties dated July 15, 2005 (the "Agreement").

The purpose of this First Amendment is to incorporate the HUD required changes in CPD Notice 13-002 to the automatic renewal provisions of cooperation agreements.

Accordingly, the parties agree as follows:

1. Section 10 c. of the Agreement is hereby deleted and replaced with the following:

c. <u>Automatic Renewal</u>

Subject to the terms below, this Agreement shall automatically be renewed for participation in successive three year qualification periods. Prior to such renewal, and by fifteen (15) days prior to the date specified in HUD's Consortia Designation Notice(s) or HOME Consortia web page, the County, as lead entity, will notify the Towns in writing of their right not to participate for the successive three year qualification periods. A copy of this notification shall also be sent to HUD by the County as specified in the Consortia Designation Notice.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the County, and the County shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the County 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 Section 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.

The automatic renewal of this agreement will be void if: the County fails to notify a Consortium member or the HUD Field Office as required under this automatic renewal provision or the County fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

2. The remaining terms and conditions of the Agreement shall continue in full force and effect.

By Barnstable County, Representative Member

By: _____
Mary Pat Flynn, Chair

By: _____
Sheila R. Lyons, Vice-Chair

By: _____
William "Bill" Doherty, Commissioner

7/9/14

As Barnstable County Commissioners