

1 **NORTH CAROLINA**  
2 **DURHAM COUNTY**

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4 **AMENDMENT ONE TO JOINT COOPERATION AGREEMENT**  
5 **DURHAM CITY-COUNTY HOME CONSORTIUM (DCCHC)**  
6

7 This Amendment one to the Joint Cooperation Agreement – Durham City-County HOME  
8 Consortium (“Amendment”) is dated, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
9 2013, by and between the **City of Durham** (“City”) and the **County of Durham** (“County”),  
10 each being a unit of government of the State of North Carolina. The Agreement and Amendment  
11 1 are made pursuant to North Carolina Statutes, Article 20 of Chapter 160A and 24 CFR Part 92  
12 Subpart C. §92.101.

13 **BACKGROUND**

14 City and County agree that it is desirable and in the interests of their citizens to  
15 secure status as a Participating Jurisdiction under the HOME Investment in Affordable  
16 Housing Program created through Title II, HOME Investment Partnership Act, of the  
17 Cranston-Gonzales National Affordable Housing Act of 1990, as amended, said  
18 Participating Jurisdiction to be a Consortium of the City and County. The initial term of  
19 the Agreement began with the effective date of July 1, 2012 and continues for a period of  
20 three years ending June 30, 2015. Following the expiration of the three years (the  
21 “qualification period”), this Agreement shall automatically renew for successive three (3)  
22 year “qualification periods,” unless terminated earlier in accordance with the Agreement.  
23 Amendment 1 to the Agreement shall be effective upon execution.  
24

25 NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are  
26 acknowledged, the parties, intending to be legally bound, agree to amend the Agreement:

27 1. Section F is replaced and reads as follows:

28 F. The County and City shall participate jointly in the development of  
29 the DCCHC Program. Subject to Section III G, the Program will  
30 define a strategy in sufficient detail to accommodate the collective  
31 and individual needs and priorities of the City and County as  
32 agreed upon by each governing body. Lead Entity staff will  
33 coordinate with County staff to identify those activities to be  
34 funded by the County’s pro rata share prior to preparation of the  
35 draft Annual Action Plan. Each participating government shall be  
36 responsible for receiving citizen input whether through public  
37 hearing or public forum for their share of the HOME program  
38 funds. The County shall provide the Lead Entity with a summary  
39 of citizen comments received by May 15<sup>th</sup> of each year. The  
40 County portion shall be calculated based upon the incremental  
41 increase in HOME entitlement funding allocated to the DCCHC  
42 Program as a result of the County’s participation. Based on the  
43 current population of the City and County, the DCCHC Program  
44 will be eligible to receive approximately 5% more in total HOME  
45 funds than the City would receive as an entitlement community.  
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47           2. Section G is replaced and reads as follows:

48           G. HOME funds will be expended within the boundaries of Durham  
49 County to alleviate housing problems and/or to create affordable  
50 housing for the respective fiscal years as applicable. The Durham  
51 Citizen Advisory Committee will advise both governing bodies  
52 how HOME funds shall be distributed. The Lead Entity shall  
53 make final decisions concerning HOME funds distribution and will  
54 provide the 100% of the match required for the entire HOME  
55 allocation. Local matching funds are required by HUD to  
56 participate in the HOME Program.  
57

58           3. Section H is amended to read as follows:

59           H. Up to 10% of the total allocation of HOME funds during each  
60 HOME program-year (in accordance with HUD regulations) will  
61 be used by the Lead Entity to finance the costs of administering the  
62 DCCHC program, in accordance with 24 CFR 92.207.  
63

64           4. Section J is replaced and reads as follows:

65           J. The City as Lead Entity agrees to prepare and adopt the  
66 Consolidated Plan and Annual Action Plans needed for the  
67 DCCHC to receive HOME funding. The City in its capacity as  
68 Lead Entity assumes overall responsibility for ensuring that the  
69 Consortium's HOME Program is carried out in compliance with  
70 the requirements of the HOME Program, including requirements  
71 concerning the Consolidated Plan in accordance with HUD  
72 regulations in 24 CFR Parts 92 and 91, respectively, and the  
73 requirements of 24 CFR 92.350(a)(5).  
74

75           5. In Section M, the last sentence which presently reads, "Any property shall be jointly  
76 owned by the City and County" is deleted in its entirety.

77

78 Except as amended herein, the terms and conditions of the Agreement are reaffirmed by the  
79 parties.

80           IN WITNESS WHEREOF, the parties have caused this Amendment 1 to be executed by  
81 their duly authorized representatives, and each of the individuals executing this Amendment 1  
82 certifies that he or she is duly authorized to sign in the capacity indicated.  
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**CITY OF DURHAM**

By \_\_\_\_\_  
Thomas J. Bonfield  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

**COUNTY OF DURHAM**

By \_\_\_\_\_  
Fred Foster, Jr., Chair  
Durham County Board of Commissioners

ATTEST:

\_\_\_\_\_  
County Clerk