

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

**This Memorandum of Understanding (MOU)** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Greensboro Neighborhood Development Department (CITY) and the Guilford County Planning Department (COUNTY). This MOU shall be in full force and effect for the City of Greensboro Fiscal Year 2019-2020, effective beginning the date this agreement is fully executed, and ending June 30, 2020.

**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 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 **\$398,691.00**

HOME funds referenced in this MOU shall be spent during the CITY’s 2019-2020 fiscal year. Balances associated with this MOU may not be carried over from the current fiscal year to the next without an express written amendment to this MOU.

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. Contract with a Homebuyer Down Payment Assistance provider;
3. Contract with a HUD-certified housing counseling agency to provide home buyer education to persons and families participating in the program;
4. 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;
5. Hold and service the five-year forgivable homeowner loans; and
6. 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
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

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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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed or printed name of Notary Public

My commission expires:\_\_\_\_\_