



3508 Bush Street
Raleigh, NC 27609
919-877-5700
www.HousingBuildsNC.com

July 31, 2024

Kim Eagle, County Manager
Gaston County
P.O. Box 1578
Gastonia, NC 28053

Dear Dr. Eagle:

Your organization's "Post Approval Documentation" has been reviewed and approved. Enclosed is the URP24 Funding Agreement, signed by Michael Handley, Manager of Home Ownership at the Agency. The URP24 Funding Agreement is now being signed electronically using the DocuSign process. Please electronically sign the Funding Agreement prior to beginning your project. An electronic copy of the final documents with all signatures will be shared via email once all signatures are completed. Please keep a copy for your records as no other copy will be distributed. The Funding Agreement is a part of the Program Guidelines and should be studied carefully.

An Agency officer has been assigned to work with each recipient organization as its single point of contact for all matters pertaining to URP24. This person is the "case manager" for your organization and is charged with assisting you as needed to help ensure your success in achieving the Program goals. I am your case manager for this project. Please do not hesitate to contact me at 919-291-4361 any time you have questions, concerns or comments. All URP-related correspondence (including your executed Funding Agreement) should be addressed to my attention.

I look forward to working closely with you and your staff toward the successful implementation and completion of your Urgent Repair Program project.

Sincerely,

DocuSigned by:
Chuck Dopler
E4BF830DF5D348A...

Chuck Dopler,
Team Leader of Home Ownership Rehabilitation

cc: Mr. Marc.Bolick, Housing Rehab Manager

NORTH CAROLINA HOUSING FINANCE AGENCY

URGENT REPAIR PROGRAM

FUNDING AGREEMENT

Recipient: **Gaston County**

Funding Agreement Number: **2411**

NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") is entered into on the 31st day of July, 2024, by the North Carolina Housing Finance Agency (the "Agency"), a public agency of the State of North Carolina and Gaston County (the "Recipient").

Recitals

Whereas, the North Carolina Housing Trust Fund (the "HTF Fund") was created by the 1987 Session of the North Carolina General Assembly which added Chapter 122E to the General Statutes, entitled the North Carolina Housing Trust Fund and Oil Overcharge Act (the "Act"); and

Whereas, the Act also created the North Carolina Housing Partnership (the "Partnership") to establish policies for programs of the HTF Fund; and

Whereas, the Partnership has adopted policy guidelines for the operation of an Urgent Repair Program (the "Program") from the HTF Fund; and

Whereas, the Agency is responsible for implementing and operating programs of the HTF Fund based on the policies of the Partnership; and

Whereas, the Agency has set aside funds to assist our partners in the administrative costs in the developing, producing, rehabilitating and repairing affordable housing in North Carolina (the "Agency funds"); and

Whereas, the Agency has advertised the availability of applications for funding under the Program;

Whereas, the Application of the Recipient identified on the cover page of this Funding Agreement was received, evaluated, and approved by the Agency and thereby made a part of this Agreement to be referenced as applicable; and

Whereas, the Agency has developed Program Guidelines (the "Guidelines") dated March 20, 2024, governing the execution of the Program by the Recipient and their relationship to this Agreement is made explicit in section 9 of this Agreement;

Now, therefore, in consideration of the exchange of the mutual promises set forth herein and other good and valuable consideration the Recipient and the Agency mutually agree as follows:

PART A: TIME OF PERFORMANCE

Section 1: Time of Performance

(a) The Recipient shall begin performance of this Agreement on the 31st day of July, 2024 and shall complete performance no later than the 31st day of December, 2025 (date of completion). Any funds that are not committed under contract (pursuant to section 3.1 of the Program Guidelines) to a Program participant as of the completion date must be withdrawn from deposit and returned to the Agency, unless the Agency agrees in writing to an extension of this Agreement.

(b) The Recipient must make reasonable progress in the use of funds under this Agreement. Failure to do so may result, at the discretion of the Agency, in a reduction of the amount of funds available under this Agreement.

PART B: PROGRAM FUNDING

Section 2: Grant Amount

(a) The Agency has approved a Program Grant to Gaston County in the principal amount of One Hundred Thirty-Two Thousand Dollars (\$132,000). In no event shall expenditures under this Agreement exceed this Program Grant.

(b) Funds for Cost of Repairs: One Hundred Twenty Thousand Dollars (\$120,000) of the Funding Amount are funded from the State appropriated HTF Fund, and shall be used for the cost of repairs to the property, as more fully-described in the Guidelines, section 2.1. Funds for repairs shall only be utilized in the service areas specified in Section E – Service Area Requirements of the Post-Approval Documentation as signed by the Recipient.

(c) Funds for Administrative Costs: Twelve Thousand Dollars (\$12,000) of the Funding Amount are funded from the Agency funds, and shall be used for administrative costs incurred by the Recipient for running the Program, as more fully-described in the Guidelines, section 2.1.

Section 3: Disbursement of Funding

The Recipient will receive Program funds in accordance with the Guidelines, section 3.2 *Disbursements*.

Section 4: Deposit of Funds

(a) Any money advanced to the Recipient must be deposited, tracked and documented in accordance with the Guidelines, sections 3.4 *Recipient Accounts* and 3.5 *Program Income*.

(b) The Agency reserves the right to require that all deposits made in eligible accounts will be subject to withdrawal by the Recipient and will also be subject to withdrawal by the Agency. If the Agency chooses to exercise this option, an agreement for custodial accounts will be provided by the Agency to implement the requirement and will be executed prior to the initial disbursement.

(c) Checks will be delivered to the addresses provided in section 23 of this Agreement.

PART C: FINANCIAL MANAGEMENT

Section 5: Honesty and Fidelity Bond

The Recipient must comply with the Honesty and Fidelity Bond requirements of the Guidelines, Section 3.3 *Honesty and Fidelity Bond*.

Section 6: Establishment and Maintenance of Accounting Records

The Recipient must comply with the accounting procedures of the Guidelines, Section 3.6 *Accounting*.

Section 7: Procurement Procedures

Recipient shall establish written procurement and contracting procedures which provide that proposed procurement and contracting actions will be properly managed in accordance with the Guidelines, section 3.8 *Procurement*.

Section 8: Annual Audit Report

The Recipient must comply with the auditing standards and requirements of the Guidelines, section 3.9 *Financial Audit Requirements*.

PART D: PROGRAM MANAGEMENT

Section 9: Program Guidelines

The terms of the Agreement are subject to the Guidelines in all respects, whether specifically referenced in this Agreement, and all defined terms used in this Agreement shall have the same meanings as used in the Guidelines. In the event the Guidelines are revised, the Agency will forward such revisions to the Recipient and thereby make them a part of this Agreement. Failure of the Recipient to comply with the terms and conditions of the Guidelines shall be an event of default by the Recipient under this Agreement.

The Agency may reduce, suspend, or otherwise change the disbursement of payments under this Agreement, and the Agency may terminate this Agreement if the Agency determines that the Recipient has failed to comply with the Guidelines.

Section 10: Program Documents

The Recipient's Program must use loans to finance eligible repairs for Program participants. The Recipient must comply with the documentation requirements of the Guidelines, section 4.3 *Program Documents*.

Section 11: Recipient Responsibility

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.10 *Monitoring by Recipient*.

Section 12: Reports

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.11 *Reporting by Recipient*.

Section 13: Right To Inspect

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.12 *Monitoring by Agency*.

PART E: GENERAL CONDITIONS

Section 14: Prohibited Activity

The Recipient must comply with the procedures and requirements of the Guidelines, section 2.2 *Prohibited Activities*.

Section 15: Publicity

The Recipient must, when publicizing Program availability, act in accordance with the requirements of the Guidelines, section 4.1 *Selection of Applicants*.

Section 16: Contract Changes

Any proposed changes in this Agreement shall be in writing, submitted to and approved and executed by the Agency before the performance of any work involved in the proposed change.

Section 17: Assignment

This Agreement shall be binding on and inure to the benefit of the Agency, its successors and assigns. The Recipient may not assign all or any part of its interest in this Agreement or delegate any duty or obligation hereunder without the prior written consent of the Agency.

Section 18: Termination of Agreement

Termination of this Agreement will be governed by the rules and requirements of the Guidelines, section 3.1 *Funding Agreement*.

Section 19: Indemnification

The Recipient holds harmless and indemnifies the Agency from any and all claims, including reasonable attorney's fees, for injury or damage to persons or property which may arise in connection with work performed under this Agreement or pursuant to the Recipient's Program.

Section 20: Litigation

The Recipient represents and warrants to the Agency that there is no pending or active litigation against the Recipient that may jeopardize or adversely affect this Agreement or the completion of activities hereunder.

Section 21: E-Verify

Member agrees to comply with the requirement of N.C.G.S. 64-26(a) which requires private employers with 25 or more employees in the State of North Carolina to comply with the Federal E-Verify system for verification of all employees' legal work status.

Section 22: Prohibition of Discrimination.

The Member must consider all applications in the order in which they are received, or in any other manner designated by the Agency, on a fair and equal basis, may not arbitrarily reject an application, and may not vary the terms of a loan or the application procedures therefore or reject an applicant in violation of any State or federal law regarding discrimination.

Section 23: Notice

Any requirement to provide notice under this Agreement shall be deemed to have been met if delivered to the following parties at the following addresses:

Recipient:

Dr. Kim Eagle, County Manager
Gaston County
P.O. Box 1578
Gastonia, NC 28053

Agency:

Chuck Dopler, Team Leader of Home Ownership Rehabilitation
North Carolina Housing Finance Agency
3508 Bush Street
Raleigh, NC 27609-7509

Section 24: Entire Agreement

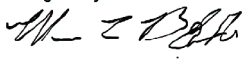
This Agreement consists of eight pages, including the cover page, and is the entire Agreement between the Agency and the Recipient.

Section 25: Electronic Signatures

Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

Electronic signature means any electronic symbol or process attached to or logically associated with a document and executed and adopted by a party with the intent to sign such document.


In Witness Whereof, the parties below have executed this Agreement on the date first written above.

Signed by:

0FA6099E14A74CC...
Attest

Gaston County
DocuSigned by:
By: 
B62BE0A1F9F94F9...
Its: County Manager Date: 8/1/2024

DocuSigned by:

E4BF830DF5D348A...
Attest

North Carolina Housing Finance Agency
DocuSigned by:
By: 
1BD9F0581B31441...
Its: Manager of Home Ownership
Rehabilitation and Compliance Date: 8/1/2024