

**HOME INVESTMENT PARTNERSHIP ACT
CONSORTIUM COOPERATION AGREEMENT
FOR FISCAL YEARS 2012, 2013 AND 2014**

BETWEEN

**THE PARISH OF JEFFERSON
THE CITY OF KENNER
AND
THE PARISH OF ST. CHARLES**

The following Agreement made and entered into this 5th day of May, 2011, by and between the Parish of Jefferson, herein represented by the Parish President, John F. Young, Jr., duly authorized by Resolution No. 116680, adopted on April 20, 2011 by the Jefferson Parish Council, the City of Kenner herein represented by the Honorable Michael S. Yenni, its Mayor, duly authorized by Resolution No. B-16113, adopted on April 7, 2011 by the Kenner City Council and the Parish of St. Charles, herein represented by Parish President, V. J. St. Pierre, duly authorized by Ordinance No. 11-4-32, adopted on April 18, 2011 by the St. Charles Parish Council:

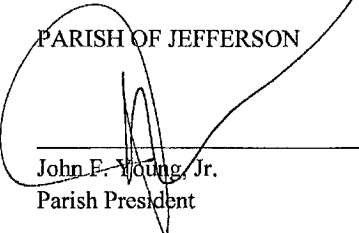
- 1) Program Activity: That the parties hereto agree to cooperate to undertake or to assist in undertaking housing assistance activities which will be funded from the annual HOME Investment Partnership Program appropriation for Fiscal Years 2012, 2013 and 2014 and from any Program Income generated from the expenditure of such funds, in accordance the authority the parties have under the laws of the State of Louisiana.
- 2) Program Purpose: That the parties hereto, in order to obtain the benefits of the HOME Investment Partnership Act, as amended, do hereby enter into an Agreement to cooperate to undertake, or to assist in undertaking housing assistance activities through the HOME Investment Partnership Program to alleviate housing problems within the consortium's geographical area.
- 3) Representative Appointment: That the Parish of Jefferson is hereby authorized as the single unit of general local government to act in a representative capacity for both the City of Kenner and the Parish of St. Charles for the purposes of the HOME Program.
- 4) Representative Responsibilities: That the Parish of Jefferson is hereby being recognized as the representative member and referred to as the lead entity and shall be responsible for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements of the approved Consolidated Plan for the respective membership of the Consortium, in accordance with HUD Regulations in 24 CFR Part 92 and 91, respectively, and the requirements of 24 CFR 92.350 and has final responsibility for filing annual program descriptions and annual reports to HUD.
- 5) Non Veto Provision: That this Agreement does not provide for and does not allow for a veto or other restriction which would allow any party to the Agreement to obstruct the implementation of the approved Consolidated Plan during the three program years and for such additional time as may be required for the expenditure of funds granted to the Consortium for such period.

- 6) Legal Opinion: The determination by the Jefferson Parish Attorney's Office that the terms and provisions of this agreement are fully authorized under state and local law (i.e. LSA-Const. Art 6 section 20, R.S.-R.S.33:1324, LSA-RS.33:1236 and Section 2-935.4 of the Jefferson Parish Code of Ordinances) and that this Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnership Program is hereby attached and made part of this Agreement.
- 7) Fair Housing: That it is the intention and understanding of the parties hereto to affirmatively further fair housing and to conform to the directives contained in the aforesaid HOME Investment Partnership Act of Congress and to take all required actions necessary to assure compliance with Jefferson Parish's certification required by Section (104) (b) for Title I of the Housing and Community Development Act of 1974, as amended, including the provisions of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and other applicable laws which are made part of this Agreement by reference. Non-compliance by the City of Kenner and/or the Parish of St. Charles may constitute non-compliance by the HOME Program Consortium and may provide cause for funding sanctions or other remedial actions. The Parish of Jefferson will prohibit HOME Investment Partnership Program funding for activities in or in support of the City of Kenner or the Parish of St. Charles if the City or Parish fails to affirmatively further fair housing within its own jurisdictions or impedes Jefferson Parish's actions to comply with its fair housing certification.
- 8) Term: The terms of this Agreement shall be for the HOME Fiscal Years 2012, 2013 and 2014 and the agreement shall remain in effect until all of the HOME funds from each of the Federal fiscal years of the above specified qualification period and each successive qualification period for which this agreement is renewed are expended on eligible activities. No member may withdraw from the agreement while the agreement remains in effect.
- 9) Renewal: This agreement shall automatically be renewed for the Consortium's participation in successive qualification periods of three Federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office. If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period. Before the beginning of each new qualification period, the Lead Entity 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 C.F.R. § 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 the agreement will be void if: the Lead Entity fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision; a new Consortium member is added for the first year of a new qualification period; or the Lead Entity fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

- 10) Program Year: That the parties hereto confirm that they all operate on the same program year for CDBG, HOME, Emergency Shelter Grants (ESG) and Housing Opportunities for persons with AIDS (HOWPA), which has a start date of July 1.
- 11) Authority to Amend Agreement: Parish of Jefferson will act as the lead entity to amend this agreement on behalf of the entire consortium to add new members to the consortium should the occasion arise for increasing membership, provided the added new member units of general local government are added for only the remaining fiscal years of the current qualification period. Parish of Jefferson can only amend this agreement for new membership in the fiscal year before the fiscal year(s) for which the new members are added.
- 12) Program Income: That this Agreement sets forth the following provisions in regard to program income:
 - a) That the City of Kenner and the Parish of St. Charles will inform the Parish of Jefferson of any income generated by the expenditure of HOME Investment Partnership funds received by either jurisdiction.
 - b) The City of Kenner or the Parish of St. Charles may retain any such program income subject to the following requirements:
 1. Any program income the City of Kenner or the Parish of St. Charles is authorized to retain by the Parish of Jefferson will only be used for eligible activities in accordance with all HOME Investment Partnership Act requirements as may then apply.
 2. That the Parish of Jefferson will have the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the City of Kenner and Parish of St. Charles as may be required under OMB Circular A-102 for this purpose.
 3. That in the event of close-out or change in status of the City of Kenner or Parish of St. Charles, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the Parish of Jefferson.
- 13) Membership Responsibilities: That the Agreement sets forth the following provisions in regard to Consortium membership responsibilities:
 - a) That the City of Kenner and the Parish of St. Charles do assure to the Parish of Jefferson and to the Department of Housing and Urban Development (HUD) compliance with the current HOME Investment Partnership Act Program certifications, as modified, which are made part of this Agreement by reference.
 - b) That the City of Kenner and Parish of St. Charles implement all components of the approved Consolidated Plan in conjunction with the Parish of Jefferson's efforts during the three program years and for such additional time as may be required for the expenditure of funds granted to the Consortium for such period.

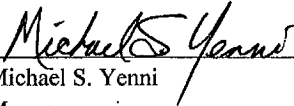
- c) That the City of Kenner and the Parish of St. Charles endorse the Relocation Policy and Procedure for Non-Acquisition Activities under the Community Development Block Grant Program for Jefferson Parish which is made part of this Agreement by reference.
- d) That the City of Kenner and the Parish of St. Charles will participate by formal response to all Jefferson Parish inquiries initiated by the Jefferson Parish Department of Community Development Programs as it applies to the HOME Program.
- 14) Inevitability: That this Agreement is binding on all three parties of the Consortium referred above and contains no provision for termination or withdrawal by any party during the three program years for which the parties are seeking to qualify as a HOME participating jurisdiction.
- 15) Signature Authority: That this Agreement is authorized by the Jefferson Parish Council, the City Council of Kenner and the St. Charles Parish Council and shall be executed for the Parish of Jefferson by the Parish President acting as Chief Executive Officer of Jefferson Parish, by the Mayor of the City of Kenner acting as Chief Executive Officer of the City of Kenner and for the Parish of St. Charles by the Parish President acting as Chief Executive Officer of St. Charles Parish.

PARISH OF JEFFERSON




John E. Young, Jr.
Parish President

CITY OF KENNER



Michael S. Yenni
Mayor

PARISH OF ST. CHARLES



V. J. St. Pierre
Parish President