



MEMORANDUM

DATE: November 22, 2013

TO: Randy McCaslin, Assistant City Manager

FROM: Michael E. McNair, Director

SUBJECT: Memorandum of Agreement, Regional Fair Housing Assessment

The City of High Point is required to prepare an Assessment of Fair Housing (AFH) at least every five years. HUD grant recipients must undertake this assessment in keeping with their obligation to 'affirmatively further fair housing' (AFFH). Draft HUD rules published in the Federal Register on July 19, 2013, (FR-5173) encourage and allow local jurisdictions to join together to prepare a Regional Assessment of Fair Housing, thereby achieving economies of scale and addressing fair housing issues within the housing market. Participants will include the City of High Point, the City of Burlington, the City of Greensboro and the Surry County HOME Consortium. Under the terms of the agreement, the City of High Point will serve as the lead entity with administrative services provided by the Piedmont Triad Regional Council.

Next steps will include selection of a consultant to conduct necessary activities needed to analyze fair housing issues and provide a complete AFH to HUD, including fair housing goals. In order to maximize citizen participation, a series of meetings involving the public, stakeholders and Council briefings will be conducted to provide and gather information. The draft AFH will be available for public comment and reviewed with Council prior to submission to HUD. The AFH must be completed and submitted to HUD by October 1, 2014 for their review and approval. HUD will review each AFH within 60 days of submission and either accept the AFH or explain why the AFH is incomplete and what the participant must do to have it accepted. The AFFH goals identified in the AFH must be used to inform the strategies and actions of the Consolidated Plan and the Annual Action Plan that will take effect July 1, 2015. Total costs for the AFH are not expected to exceed \$90,000 with expenses shared among the participants based on the jurisdictions 2012 population and HUD funding received in 2013; High Point's share will be not exceed \$20,000. The City's share will be sourced from existing HUD funds (HOME Administrative).

In order to meet this requirement in a cost efficient manner, staff proposes that Council authorize the City Manager to execute the Memorandum of Agreement to allow the City to join with other recipients of HUD funds in the Piedmont Triad region to conduct a Regional Assessment of Fair Housing.

Attachments: Memorandum of Agreement, Regional Fair Housing Assessment

Memorandum of Agreement
Regional Fair Housing Assessment

WHEREAS the City of High Point, as a recipient of federal funds through the U.S. Department of Housing and Urban Development (HUD), is required to prepare an Assessment of Fair Housing (formerly known as an Analysis of Impediments to Fair Housing) , and

WHEREAS other recipients of HUD funds in the Piedmont Triad region, including the City of Burlington, the City of Greensboro and the Surry County HOME Consortium, are also required to prepare an Assessment of Fair Housing, and

WHEREAS draft HUD rules published in the Federal Register on July 19, 2013, (FR-5173) encourage and allow for local jurisdictions to join together to prepare a Regional Assessment of Fair Housing, thereby achieving economies of scale and addressing fair housing issues within the housing market,

NOW THEREFORE BE IT RESOLVED that the City of High Point enters into a Memorandum of Agreement (Attachment A), committing to participate with other jurisdictions in the Piedmont Triad region in a collaborative process to conduct a Regional Assessment of Fair Housing and to share costs associated with preparing a document that meets with HUD requirements, and

BE IT FURTHER RESOLVED that the City of High Point agrees to serve as 'lead entity' for the Regional Assessment of Fair Housing for purposes of administering relationships with HUD, the other participating local governments and parties that may be engaged to prepare the Regional Assessment of Fair Housing document.

BE IT FURTHER RESOLVED that the City of High Point City Council expressly authorizes the City Manager to execute any and all contracts necessary to carry out the responsibilities of the City as 'lead entity.'

Attachment A

MEMORANDUM OF AGREEMENT

PIEDMONT TRIAD REGIONAL ASSESSMENT OF FAIR HOUSING

Section 1: PURPOSE

This Memorandum of Agreement (MOA) sets forth the framework for local governments and allied agencies in the Piedmont Triad region to participate in conducting a Regional Assessment of Fair Housing (AFH), as allowed under Section 5.156 of the Code of Federal Regulations- FR-5173) and preparing AFH documents that will enable each participant to meet HUD Fair Housing requirements. This MOA defines the roles and responsibilities of each participant and provides a way for other local governments in the region to join in the Regional AFH in the future.

Section 2: LEAD ENTITY

Participants mutually agree that the City of High Point shall serve as the 'Lead Entity' for the purposes of administering the assessment process and managing communications with HUD. The Lead Entity will be responsible for the following duties:

- a. To serve as primary point of contact for dealing with HUD, coordinating communication among participating local governments and allied participants,
- b. To procure consultant(s) selected on behalf of the participants to prepare the AFH,
- c. To contract with the consultant(s) selected to prepare the AFH,
- d. To manage invoices and payments under the consultant contract,
- e. To invoice participating local governments for their share of the cost,
- f. To report to the Steering Committee on a quarterly basis and upon completion of all duties,
- g. To submit the final AFH documents to HUD.

The Lead Entity will be compensated for performing these administrative duties from monies contributed by participating local governments, not to exceed ten percent of the total budget (described in Attachment B). As the Lead Entity, the City of High Point will engage Piedmont Triad Regional Council to provide administrative services.

Section 3: RESPONSIBILITIES OF PARTICIPATING LOCAL GOVERNMENTS

Each participating local government and its allied agencies shall be responsible for the following duties:

- a. To select appropriate representatives to serve on a Steering Committee to guide the conduct of the Regional AFH,
- b. To recommend individuals to serve on a Regional Fair Housing Advisory Committee and to assist in facilitating the work of this Committee,

- c. To arrange for outreach to community-wide organizations involved in real estate, mortgage lending, housing management and neighborhood-based organizations and tenant-groups within the jurisdiction,
- d. To give advice on the selection of consulting professionals to prepare the AFH,
- e. To inform upon and review the scope of work to be included in contracts with the consultants,
- f. To review and comment upon draft documents prepared by consultants,
- g. To review and approve the final AFH document for submission to HUD,
- h. To analyze fair housing issues and address those that are found within the local jurisdiction,
- i. To use the Regional AFH to inform the jurisdiction's Consolidated Planning process and Annual Plans for HUD funding,
- j. To carry out fair housing educational, promotional and referral activities within the jurisdiction, as required by HUD rules and detailed in the AFH,
- k. To document and reporting fair housing activities as required by HUD rules,
- l. To pay its share of costs associated with preparing the Regional AFH and administering the AFH process, according to the cost-sharing formula described in Attachment B.

Section 4: GOVERNANCE AND DECISION-MAKING BY STEERING COMMITTEE

Decisions concerning the Regional AFH shall be made by a Steering Committee, composed with one representative appointed by each participating local government. The Steering Committee will be co-chaired by a representative of the Lead Entity and one other representative selected by the participants.

The Steering Committee will operate by consensus principles, with the Chair and Co-chair determining when consensus decisions have been reached. If necessary, the Chair and Co-chair may ask for a vote to decide on matters on which consensus has not been achieved.

The Steering Committee shall have general oversight over the activities of the Lead Entity, but shall not be involved in day-to-day, routine administrative duties and decisions delegated to the Lead Entity.

Section 5: REGIONAL FAIR HOUSING ADVISORY COMMITTEE

A Regional Fair Housing Advisory Committee will be organized to contribute ideas and comments on the design, process and outputs of the Regional AFH. Each participating local government and allied agency may appoint up to five individuals to serve on the Advisory Committee, drawing from human relations commissions, elected officials, civic, professional and advocacy organizations with an interest in housing affairs. The Steering Committee shall arrange for convening and orienting the Advisory Committee, but the Advisory Committee may determine its ground rules, structure and arrangements for internal communications and future meetings.

Section 6: PROVISION FOR OTHER PARTICIPANTS TO JOIN

Any local government or allied agency in the Piedmont Triad region seeking to participate in the Regional Assessment of Fair Housing may join in this Memorandum of Understanding upon acceptance by a majority of the initial participants as of January 1, 2014. Provisions for new participants to share costs and other duties shall be established by the Steering Committee.

Section 7: EFFECTIVE PERIOD OF PARTNERSHIP

The partnership among participating jurisdictions that is described and detailed in this Memorandum of Agreement shall begin on January 1, 2014 and expire on December 31, 2014. Participants may extend the partnership with the approval of their governing boards. Any participant may withdraw from this understanding upon written notice to the other participants, but will remain liable for its share of the costs incurred consistent with this Memorandum.

Section 8: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Participants in this Memorandum shall each be responsible for complying with all applicable local, state and federal laws and regulations. Nothing in this Memorandum alters the existing statutory authority of any participant under state or federal law. If any of the provisions of this Memorandum are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 9: MODIFICATIONS AND AMENDMENTS

This Memorandum can be modified or amended through mutual written agreement among the participants.

The undersigned individuals hereby execute this Memorandum of Agreement on behalf of their respective local governments and agencies and as authorized by their governing bodies.

By: _____, City Manager

BY: _____, City Clerk

By: _____, City Manager

BY: _____
_____, City Clerk

By: Strib Boynton, City Manager

BY: Lisa B. Vierling, City Clerk

By: _____,

BY: _____, rk

Attachment B

BUDGET

Professional Services Contract	\$ 81,000
Administrative Services (Lead Entity)	<u>9,000</u>
Subtotal	\$ 90,000

Notes:

- a) Budget total is to establish a 'not to exceed' cost. Actual cost may be lower, depending on consultant selected and details in the scope of work included in contract.
- b) Participating local governments are responsible for outreach meeting arrangements and required legal notices within their jurisdictions, as required by each city's citizen participation plans.
- c) Consultant contract may include other media placements
- d) The Budget assumes that the Fair Housing Equity Assessment prepared by Sills Consulting for the Piedmont Together Regional Planning Project will serve as a foundation for the Regional AFH and be available to the Consultant selected to prepare the AFH.

Cost Sharing Formula:

Costs of preparing the Regional AFH shall be shared among participants, based roughly on the jurisdictions' 2012 population and HUD funding received in 2013.

City of Burlington	\$10,000
City of Greensboro	45,000
City of High Point	20,000
Surry HOME Consortium	<u>15,000</u>
	\$90,000

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