



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Elizabeth H. Tyler, FAICP, Community Development Director

FROM: Kelly Mierkowski, Manager, Grants Management Division

DATE: January 18, 2017

SUBJECT: A RESOLUTION APPROVING AN INTERGOVERNMENTAL COLLABORATION AGREEMENT (Assessment of Fair Housing PY2020)

Description

Included on the agenda of the January 24, 2017 Urbana Community Development Commission meeting is an Ordinance authorizing the Mayor to execute an intergovernmental collaborative agreement which will allow the City of Urbana to lead and participate in an Assessment of Fair Housing, as required by the Department of Housing and Development (HUD).

This agreement is similar in nature to other intergovernmental agreements that the City of Urbana (City) has entered into, such as with the Housing Authority of Champaign County (HACC) for the provision of environmental review services, and with Stern Brothers & Company to allow the City to participate in the Mortgage Credit Certificate (MCC) product. Execution of this agreement will allow the City to participate, collaborate, and lead the regional collaborative team. It was determined that the City should lead this regional collaborative effort, since the City is also the lead entity for the Urbana HOME Consortium.

Background

Affirmatively Furthering Fair Housing (AFFH) is a requirement that stems from the Fair Housing Act and subsequent laws reaffirming its principles. The Fair Housing Act not only prohibits discrimination in housing related activities and transactions but has also provided, through the AFFH, for meaningful actions to be taken to overcome the legacy of segregation, unequal treatment, and historic lack of access to opportunity in housing. Specifically, the Fair Housing Act requires all executive branch departments and agencies administering housing and urban development programs and activities to administer these programs in a manner that affirmatively furthers fair housing. In particular, the Fair Housing Act requires that HUD programs and activities be administered in a manner affirmatively furthering the policies of the Fair Housing Act. HUD has promulgated regulations and implemented various requirements for its grantees in an effort to meet its AFFH obligations.

In July 2015, HUD took another step to affirmatively further fair housing and promulgated a Final

Rule implementing AFFH for certain program participants, including local governments, HOME Consortia, Public Housing Agencies (PHAs), States, and Insular Areas, to provide an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. The regulations establish specific requirements for the development and submission of an Assessment of Fair Housing (AFH) by program participants, and the incorporation and implementation of that AFH into subsequent Consolidated Plans and Public Housing Agency's (PHA) plans in a manner that connects housing and community development policy and investment planning with meaningful actions that affirmatively further fair housing.

In general, all program participants submit an AFH no less than once every five years. Program participants have the option of preparing an AFH on their own or collaborating with other program participants to prepare a joint or regional submission. HUD encourages collaboration for completion of the AFH so that program participants are able to share resources and consider fair housing issues from a broader perspective. Not only do many fair housing issues cross jurisdictional boundaries, but all program participants will be required to conduct a regional analysis whether or not they choose to work with regional partners.

Working regionally may help program participants ensure that their goals are consistent and collaborative, thereby making their goals more likely to be effective. Furthermore, there may be resource savings and less duplication of effort by working with partners. The rule provides flexibility to encourage such collaborations, including the alignment of planning processes. Types of collaborations may include collaborations between Consolidated Planning jurisdictions (such as entities receiving Community Development Block Grant (CDBG) or HOME funding, including HOME consortia), between Public Housing Agencies (PHAs), or between Consolidated Planning jurisdictions and PHAs.

For purposes of the AFFH rule, "regionally collaborating participants" refers to joint participants, at least two of which are Consolidated Plan program participants, conducting and submitting a single AFH (a regional AFH). Under this Intergovernmental Collaboration Agreement, the regionally collaborating participants include: City of Urbana (as lead entity), City of Champaign, Village of Rantoul, City of Danville, and Champaign County Regional Planning Commission, as well as the Housing Authority of Champaign County, Piatt County Housing Authority, Ford County Housing Authority, Vermilion County Housing Authority, and the Danville Housing Authority, for the AFH that will be submitted during Program Year 2020.

The City is working to schedule the first meeting to formalize the collaboration and divide the completion of the AFH. The responsibilities of the Program Participants will be to assign one or more staff members to serve on the AFH committee to work with the City as the lead entity and other program participants to prepare the AFH and to be accountable for any applicable analysis and any applicable joint goals and priorities to be included in the submitted AFH. Program Participants will also be accountable for their own individual analysis, goals and priorities to be included in the submitted AFH, as well as being responsible for coordinating within their jurisdiction with stakeholder groups, community and civic organizations, representatives of local jurisdictions within the region, and others to meet the requirements for the AFH.

Options

1. Forward the A Resolution Approving an Intergovernmental Collaboration Agreement (Assessment of Fair Housing PY2020) to the Urbana City Council with a recommendation for approval.
2. Forward the Resolution to the Urbana City Council with a recommendation for approval, with suggested changes.
3. Do not recommend that Urbana City Council approve the Resolution.

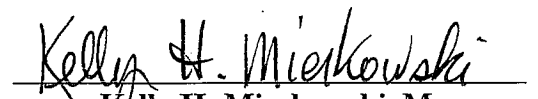
Fiscal & Programmatic Impacts

There will be no fiscal impact to the City Budget as a result of executing this agreement. As this Assessment is a requirement of HUD, there will be no direct cost to the City's grant programs to participate in this collaboration. It will take considerable staff time to complete this assessment, however, and so working in a collaborative effort will make it more efficient for staff to complete this assessment in a timely manner.

Recommendation

Staff is recommending the Community Development Commission vote to forward the Resolution with a recommendation for approval to the Urbana City Council.

Memorandum Prepared By:


**Kelly H. Mierkowski, Manager
Grants Management Division**

Attachments:

- 1) A Resolution Approving an Intergovernmental Collaboration Agreement (Assessment of Fair Housing PY2020)
- 2) Assessment of Fair Housing Intergovernmental Collaboration Agreement

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL COLLABORATION
AGREEMENT**

(Assessment of Fair Housing PY2020)

WHEREAS, Article VII, Section 10(a), of the Illinois Constitution, 1970, and Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/3, confer broad power upon units of local government to contract or otherwise associate among themselves to obtain or share services, and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, authorizes public agencies to establish intergovernmental contracts with other public agencies with the approval of their governing bodies; and

WHEREAS, the U. S. Department of Housing and Urban Development ("HUD") jointly has designated Champaign County and the Cities of Champaign and Urbana as a Participating Jurisdiction for purposes of receiving HOME funds in the name of the Urbana HOME Investment Partnerships Consortium (the "HOME Consortium"); and

WHEREAS, pursuant to its authority under the Fair Housing Act, HUD has directed certain HOME program participants to undertake an Assessment of Fair Housing (AFH) to evaluate housing conditions and establish goals and priorities to address fair housing barriers in their local communities; and

WHEREAS, the HOME Consortium desires to prepare and submit to HUD a joint or regional AFH in collaboration with the Village of Rantoul, the City of Danville, the Champaign County Regional Planning Commission, the Housing Authority of Champaign County, the Piatt County Housing Authority, the Ford County Housing Authority, the Vermilion County Housing Authority, and the Danville Housing Authority; and

WHEREAS, the City of Urbana will serve as the lead entity for such collaboration; and

WHEREAS, the City Council, after due consideration, finds that approval of an intergovernmental collaboration agreement as herein provided is in the best interests of the residents of the City and is desirable for the welfare of the City's government and affairs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

An Agreement for the PY2020 Assessment of Fair Housing between the City of Urbana, Illinois, and the City of Champaign, Village of Rantoul, City of Danville, Champaign County Regional Planning Commission, Housing Authority of Champaign County, Piatt County Housing Authority, Ford County Housing

Authority, Vermilion County Housing Authority, and Danville Housing Authority, in substantially the form of the copy of the Intergovernmental Collaboration Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

The Mayor, City Clerk, and proper officers, officials, agents, and employees of the City of Urbana are hereby authorized to do all such acts and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Agreement and to further the purposes and intent of this authorizing Resolution.

Section 4.

The City Clerk is directed to return a certified copy of this Resolution to the Grants Management Division Manager. The Grants Management Division Manager is directed to cause a copy of the Resolution to be delivered to each other party to the Agreement.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor

INTERGOVERNMENTAL COLLABORATION AGREEMENT

AMONG

**City of Urbana, City of Champaign, Village of Rantoul, City of Danville,
Champaign County Regional Planning Commission,
Housing Authority of Champaign County, Piatt County Housing Authority,
Ford County Housing Authority, Vermilion County Housing Authority,
and Danville Housing Authority**

FOR

THE PY2020 ASSESSMENT OF FAIR HOUSING

THIS AGREEMENT, entered this ____ day of _____, 20__ by and among the City of Urbana (hereinafter, the "Lead Entity"), City of Champaign, City of Danville, Village of Rantoul, Champaign County Regional Planning Commission, Housing Authority of Champaign County, Ford County Housing Authority, Piatt County Housing Authority, Vermilion County Housing Authority, and Danville Housing Authority (hereinafter collectively "Program Participants"); and

WHEREAS, the City of Urbana and the City of Champaign are Consolidated Plan program participants with a program year start date of July 1; the City of Danville and the Village of Rantoul are Consolidated Plan program participants with a program year start date of May 1; Champaign County Regional Planning Commission is a member of the Urbana HOME Consortium and received HOME funds with a program year start date of July 1, and

WHEREAS, the Housing Authority of Champaign County, Piatt County Housing Authority, Ford County Housing Authority, and Vermilion County Housing Authority are public housing authorities (PHAs) with a fiscal year beginning date of _____. _____'s (name of PHA) next 5-year PHA plan will begin in _____ and;

WHEREAS, Article VII, § 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* provide that units of local government can enter into agreements for intergovernmental cooperation; and

WHEREAS, the Program Participants are subject to the affirmatively furthering fair housing requirements found at 24 CFR §§5.150 through 5.180 and are required to submit an Assessment of Fair Housing (hereinafter, the "AFH"); and

WHEREAS, the Program Participants wish to collaborate in preparing and submitting to the Dept. of Housing and Urban Development (hereinafter "HUD") the AFH;

NOW, for good, valuable and mutual consideration which each party hereto acknowledges as having in hand received and for the exchange of other mutually acceptable consideration provided for herein, the parties agree as follows:

A. OBLIGATIONS OF THE LEAD ENTITY.

The City of Urbana will serve as the Lead Entity of the collaboration and will be responsible for submitting the joint or regional AFH on behalf of the Program Participants.

B. PROGRAM YEAR/FISCAL YEAR ALIGNMENT.

Program Participants will, to the extent practicable, align their respective consolidated plan program year start date(s) and/or respective PHA plan fiscal year beginning date(s) in accordance with the regulations at 24 CFR 91.10, for consolidated plan program participants, or 24 CFR part 903, for PHAs. If alignment of program year(s) and/or fiscal year(s) is not possible, the AFH will be submitted in accordance with the Lead Entity's consolidated plan program year start date or PHA plan fiscal year beginning date as may be the case.

C. CONSOLIDATED PLANNING/PHA PLANNING CYCLE ALIGNMENT.

Program Participants will, to the extent practicable, align their consolidated planning cycle(s) and/or PHA planning cycle(s) in accordance with the regulations at 24 CFR Part 91, for consolidated plan program participants, or 24 CFR part 903, for PHAs. If alignment of consolidated planning cycle(s) or PHA planning cycle(s) is not possible, the AFH will be submitted in accordance with the Lead Entity's consolidated plan cycle or PHA plan cycle, as the case may be.

D. ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS.

Program Participants will divide the completion of the AFH. The responsibilities of the Program Participants are as follows:

- A. Assign one or more staff members to serve on the AFH committee to work with the Lead Entity and other program participants to prepare the AFH.
- B. Be accountable for any applicable analysis and any applicable joint goals and priorities to be included in the submitted AFH. Program Participants will also be accountable for their own individual analysis, goals and priorities to be included in the submitted AFH.
- C. Be responsible for coordinating within their jurisdiction, the stakeholder groups, community and civic organizations, representatives of local jurisdictions within the region, and others to meet the requirements for the AFH in accordance with the AFFH rule.
- D. Arrange and assist with meetings as needed with their respective Advisory Boards or Commissions, which includes representatives to gather input/consultation regarding issues and concerns relevant to AFH.

E. WITHDRAWAL.

Any participant shall have the right to terminate this Agreement at any time and without cause upon thirty (30) days written notice. The withdrawing Program Participant must promptly notify the Lead Entity, who will notify HUD of its withdrawal from the collaboration agreement.

F. SEVERABILITY.

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

G. SECTION HEADINGS AND SUBHEADINGS.

The section headings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement or the interpretation of any such terms.

H. WAIVER.

A Program Participant's failure to act with respect to a breach by another Program Participant does not waive its right to act with respect to subsequent or similar breaches. The failure of the Program Participant to exercise or enforce any right or provision shall not be interpreted, construed, or constitute a waiver of such right or provision.

I. DEFAULT AND CURE.

In the event any Program Participant fails to perform any obligation as provided in this Agreement ("Defaulting Participant"), any other Program Participant ("Non-Defaulting Participant") shall have the right to notify the Defaulting Participant in a writing which identifies the specific provision which the Non-Defaulting participant believe is being breached by the Defaulting Participant and which describes the conduct which the Non-Defaulting participant believes constitutes a breach of this Agreement by the Defaulting Participant.

The Defaulting Participant shall have ten (10) business days in which to (i) cure the default; (ii) provide a writing to the Non-Defaulting Participant insofar as why the Defaulting Participant believes that it is not in default as described in the Non-Defaulting Participant's notice of default; (iii) provide the Non-Defaulting Participant with a reasonable timetable in which the Defaulting Participant shall cure its default; or (iv) give notice of the Defaulting Participant's intent to withdraw from this Agreement. All notices and responses thereto shall be in writing and copies thereof shall be sent to the other Program Participants.

J. ENTIRE AGREEMENT.

This Agreement between and among the Program Participants shall be deemed the sole and entire agreement regarding the subject matter contained herein as between the Program Participants. This Agreement shall supersede and replace any and all prior agreements, whether oral or in writing, between and among the Program Participants regarding the subject matter of this Agreement.

By signing this Agreement, the Program Participants shall be bound to perform their respective obligations as set forth in this Agreement.

K. AMENDMENT OR MODIFICATION OF AGREEMENT.

This Agreement may be amended or modified only by a writing signed by all the Program Participants. Any amendment or modification of this Agreement shall become effective on the last date on which a Program Participant executes such amendment or modification hereof. Any amendment to this Agreement must be submitted to HUD and shall be submitted to HUD by the Lead Entity.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Program Participant #1 – Lead Entity]

By _____

Title _____

Date _____

Attest _____

Title _____

Date _____

[Program Participant #2 - #8]

By _____

Title _____

Date _____

Attest _____

Title _____

Date _____