

COLLABORATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING

AMONG THE CITIES OF DALLAS, MCKINNEY, FRISCO, PLANO, DENTON, GARLAND, AND GREENVILLE, THE COUNTY OF DALLAS, DALLAS HOUSING AUTHORITY, FORT WORTH HOUSING SOLUTIONS, DALLAS COUNTY HOUSING AGENCY, DENTON HOUSING AUTHORITY, FRISCO HOUSING AUTHORITY, PLANO HOUSING AUTHORITY, MCKINNEY HOUSING AUTHORITY, GARLAND HOUSING AUTHORITY, GRANDVIEW HOUSING AUTHORITY, WAXAHACHIE HOUSING AUTHORITY, CLEBURNE HOUSING AUTHORITY, FRESNO HOUSING AUTHORITY, ENNIS HOUSING AUTHORITY, AND ROYCE CITY HOUSING AUTHORITY FOR REGIONAL FAIR HOUSING ASSESSMENTS AND REGIONAL COLABORATION TO AFFIRMATIVELY FURTHER FAIR HOUSING

THE 2018-2023 ASSESSMENT OF FAIR HOUSING

THIS AGREEMENT is entered this ____ day of _____, 20 ____ (“Effective Date”) by and among the cities of Dallas, McKinney, Frisco, Plano, Denton, Garland, and Greenville, the County of Dallas, Dallas Housing Authority, Dallas County Housing Agency, Fort Worth Housing Solutions, Denton Housing Authority, Frisco Housing Authority, Plano Housing Authority, McKinney Housing Authority, Garland Housing Authority, Grandview Housing Authority, Waxahachie Housing Authority, Cleburne Housing Authority, Fresno Housing Authority, Ennis Housing Authority, and Royce City Housing Authority (herein called the “Program Participants” and collectively referred to as “North Texas Fair Housing Consortium,” or “Consortium”).

WHEREAS, the Program Participants are subject to the affirmatively furthering fair housing requirements found at 24 CFR §§5.150 through 5.180 and required to submit an Assessment of Fair Housing (AFH) to the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, HUD has adopted an “Assessment Tool” that is designed for use by local governments and consortia required to submit consolidated plans under HUD’s Consolidated Plan regulations, codified in 24 CFR part 91; and

WHEREAS, the Assessment Tool is intended to encourage joint and regional Assessments of Fair Housing conducted by collaborations between local governments, public housing authorities, and other partners to affirmatively further fair housing across jurisdictional boundaries; and

WHEREAS, the Program Participants each desire to coordinate data collection and evaluation of local contributing factors and policies or activities that may facilitate or present barriers to fair housing choice and access to opportunity; and

WHEREAS, the Program Participants recognize that a regional Assessment of Fair Housing (AFH) submission will enable alignment of program years and will both provide additional flexibility to respond to regional trends and avoid unnecessary duplication of effort in planning, data collection, and implementation; and

WHEREAS, the Fair Housing Act specifies that the interest of all citizens, including low and moderate income families in need of affordable housing, would be best served by a comprehensive planning and implementation response to this obligation; and

WHEREAS, the Program Participants wish to collaborate to submit one regional AFH; and

WHEREAS, the Program Participants desire to enter into a Memorandum of Understanding to provide financial support for the procurement and completion of the AFH, with the City of Dallas selected as the lead entity acting on behalf of the other Program Participants; and

WHEREAS, the Program Participants seek to understand factors that meaningfully influence regional housing markets and patterns of segregation and isolation of opportunity and to set goals and advance policies that address these issues;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. AUTHORITY

The Program Participants have entered into the Memorandum of Understanding (MOU) to provide information, cooperation, and financial support for the completion of a regional AFH, to share data and best practices, and to develop a coordinated regional response to affirmatively further fair housing. The Program Participants are cooperating for the purposes allowed by 24 CFR part 91, 24 CFR part 903, and as authorized by Chapter 791 of the Texas Government Code.

2. FUNCTION AND PROCEDURE

The Consortium has agreed to coordinate to obtain the best possible consultant to create a regional AFH to comply with HUD requirements to affirmatively further fair housing in each community and across the region. The Program Participants recognize the early commitment and capacity of the University of Texas at Arlington (“UTA”) to serve as the consultant to the Consortium. The Program Participants further find that UTA’s support of the Consortium from its inception, together with its strong relationships with each Program Participant and knowledge of the regional economy and housing market make UTA uniquely and ideally suited to help the Consortium develop the Regional AFH. The Program Participants therefore authorize the City of Dallas, as lead entity, to negotiate a contract with UTA directly to meet the special needs of the Consortium as authorized by Section 252.022(a)(4) of the Texas Local Government Code and Section 9.3.5 of Dallas Administrative Directive 4-5.

3. LEAD ENTITY

The City of Dallas (“Dallas”) will serve as the lead entity of the Consortium and will be responsible for submitting the regional AFH on behalf of the Consortium. Each Program Participant appoints Dallas to act as its agent for purposes of hiring the consultant, leading Consortium efforts, and otherwise completing and submitting the Consortium’s regional AFH to HUD.

4. FINANCING

Salary, travel and incidental costs of Consortium representatives shall be borne by their respective agencies.

Each Program Participant is responsible for a share of the Assessment of Fair Housing contract amount as described by Exhibit A, based on the number of hours worked at the agreed hourly rate. The total amount of the regional AFH is estimated to be \$ _____ (Phase 1, fair housing analysis: \$ _____, Phase 2, fair housing goals and priorities: \$ _____, Phase 3, community

participation process: \$_____). Each Program Participant's contribution will be calculated based on a ratio of that participant's HUD administrative funding for 2015 as a proportion of HUD administrative funding received in 2015 for all consortium members up to an amount not to exceed a total of _____. All payments for goods or services will be made from current revenues available to each Program Participant in accordance with Section 791.011(d)(3) of the Texas Government Code. The Consultant shall calculate each Program Participant's contribution in accordance with Exhibit A. The Lead Entity shall collect payments from the Program Participants and remit to the Consultant following the procedures and schedule described in the Consultant Agreement.

5. PROGRAM YEAR/FISCAL YEAR ALIGNMENT

Program Participants will, to the extent practicable, align their consolidated plan program year start date(s) in accordance with the regulations at 24 CFR 91.10, for consolidated plan program participants. If alignment of program year(s) 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. Participating PHAs may elect to submit the Regional AFH as an Interim Revision to their Annual Plans in order to conform to the timing of the Lead Agency.

6. 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.

7. COOPERATION IN PLANNING AND IMPLEMENTATION

Program Participants agree to share data, best practices, and plans to allow for regional analysis and coordination of planning and implementation of policies to affirmatively further fair housing.

Throughout the planning process, each Program Participant will: (1) present and share with the Consortium timely and accurate data about the current housing patterns in its jurisdiction, particularly regarding low-income members of protected classes; (2) propose and share with the Consortium realistic and workable solutions to expand housing choices and opportunities in its jurisdiction, particularly for low-income members of protected classes; and (3) share comments and suggestions received from public meetings regarding proposed solutions for its jurisdiction with the Consortium.

Each Program Participant is responsible for supplementing the data with local information relevant to fair housing and for establishing reasonable goals and benchmarks for achieving those goals in its jurisdiction. The Consortium will assist in analysis of regional trends and recommend regional goals and benchmarks for achieving those goals.

Each Program Participant will also share relevant planning information, such as anticipated projects to construct or preserve affordable housing and community revitalization initiatives. The

Consortium will assist to coordinate identification and matching of individuals to housing and employment opportunities throughout the region.

8. ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

Collaborating Program Participants will each work with the consultant to ensure timely completion of the AFH.

Program Participants will be accountable for any applicable analysis and any applicable joint goals and priorities to be included in the submitted regional AFH. Program Participants will also be accountable for their individual analysis, goals and priorities to be included in the submitted AFH.

9. ADDITION OF MEMBERS

A neighboring jurisdiction or housing authority may join the Consortium after the execution of this Memorandum of Understanding with the approval of a majority of the Program Participants so long as the Consultant has the capacity to perform the additional work. Any new participant must agree to bear a proportional share of the cost as described in Section 4 and Exhibit A, as may be revised.

10. WITHDRAWAL

Any Program Participant wishing to withdraw from the Consortium must provide 60 days' notice and agree to meet any outstanding financial obligations to the Consortium prior to withdrawal. If the City of Dallas wishes to withdraw, it must transfer its obligations as lead entity to another member of the Consortium prior to the effective date of its proposed withdrawal.

The withdrawing Program Participant must promptly notify HUD of its withdrawal from the Consortium.

11. 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.

12. SECTION HEADINGS AND SUBHEADINGS

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

13. 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 constitute a waiver of such right or provision.

14. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Agreement is executed in counterparts,

then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

15. ENTIRE AGREEMENT

This Agreement between the Program Participants for the submission of the [year] AFH, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Program Participants with respect to this Agreement. By way of signing this Agreement, the Program Participants are bound to perform the obligations within this Agreement. Any amendment to this Agreement must be submitted in writing to HUD, and must be signed by all Consortium members.

EXECUTED and effective as of the _____ day of _____, by Program Participants, signing by and through their duly authorized officials.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED this _____ day of _____, 2016, by City of Dallas, signing by and through its City Manager, duly authorized by Administrative Action No. 16-____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:
Larry E. Casto
City Attorney

CITY OF DALLAS
A. C. GONZALEZ
City Manager

By: _____
Assistant City Attorney
Manager

By: _____ City
Assistant
First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Bernadette M. Mitchell
Office of Housing and Community Services

EXECUTED this _____ day of _____, 2016, by City of McKinney, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

CITY OF MCKINNEY

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by City of Frisco, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

Name:

Title:

CITY OF FRISCO

Name:

Title:

By: _____
Title

By: _____
Title
First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by City of Plano, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

Name:

Title:

CITY OF PLANO

Name:

Title:

By: _____
Title

By: _____
Title
First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by City of Denton, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

CITY OF DENTON

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by City of Garland, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

CITY OF GARLAND

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by City of Greenville, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

CITY OF GREENVILLE

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by Dallas County, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

DALLAS COUNTY

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by Dallas Housing Authority, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

DALLAS HOUSING AUTHORITY

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by Fort Worth Housing Solutions, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

FORT WORTH HOUSING SOLUTIONS

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by Denton Housing Authority, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

DENTON HOUSING AUTHORITY

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by Frisco Housing Authority, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

FRISCO HOUSING AUTHORITY

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by Plano Housing Authority, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

PLANO HOUSING AUTHORITY

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by McKinney Housing Authority, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

MCKINNEY HOUSING AUTHORITY

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by Garland Housing Authority, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

GARLAND HOUSING AUTHORITY

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by Grandview Housing Authority, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

Name:

Title:

GRANDVIEW HOUSING AUTHORITY

Name:

Title:

By: _____
Title

By: _____
Title
First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by Waxahachie Housing Authority, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

WAXAHACHIE HOUSING AUTHORITY

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by Cleburne Housing Authority, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

CLEBURNE HOUSING AUTHORITY

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by Fresno Housing Authority, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

FRESNO HOUSING AUTHORITY

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by Ennis Housing Authority, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

ENNIS HOUSING AUTHORITY

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

EXECUTED this _____ day of _____, 2016, by Royce City Housing Authority, signing by and through its _____, duly authorized by _____ approved on _____, 2016 approved on _____.

APPROVED AS TO FORM:

ROYCE CITY HOUSING AUTHORITY

Name:

Name:

Title:

Title:

By: _____
Title

By: _____
Title

First Assistant City Manager

RECOMMENDED BY DIRECTOR:

By: _____
Name:
Title:

AGREED AND ACKNOWLEDGED:

The United States Department of Housing and Urban Development (HUD) acknowledges that the Program Participants have varying program years and consolidated plan cycles, and that each Program Participant has a different due date for its individual Assessment of Fair Housing (AFH). HUD acknowledges that, so long as a Program Participant remains a member of the Consortium, its individual AFH obligations will be considered met, and the Program Participant will not be penalized for missing its individual AFH submission deadline, so long as the regional AFH is submitted on or before January 4, 2018.

By _____

Name _____

Title _____