

COLLABORATION AGREEMENT

BETWEEN

**THE CITY OF LAWRENCE, KANSAS,
A MUNICIPAL CORPORATION,**

AND

**THE LAWRENCE-DOUGLAS COUNTY HOUSING AUTHORITY,
A PUBLIC HOUSING AGENCY,**

FOR

THE 2018-2022 ASSESSMENT OF FAIR HOUSING

THIS COLLABORATION AGREEMENT, is entered into this ____ day of _____, 2016, by and between the City of Lawrence, Kansas, a municipal corporation, and the Lawrence-Douglas County Housing Authority, a public housing agency.

RECITALS

- A.** The City of Lawrence, Kansas, a municipal corporation (“City”), is, under the auspices of the United States Department of Housing and Urban Development (“HUD”), a consolidated plan program participant, having a program year start date of August 1. The City’s next 5-year consolidated plan cycle will commence in 2018.
- B.** The Lawrence-Douglas County Housing Authority, a public housing agency (“LDCHA”), is, under the auspices of HUD, a public housing agency (“PHA”), having a fiscal year beginning date of January 1. The LDCHA is a Moving To Work (MTW) Demonstration agency and is not required to submit 5-year PHA plan pursuant to its Amended and Restated MTW Agreement, Section VII A1(a).
- C.** Pursuant to section 808(e) of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), codified as amended at 42 U.S.C. § 3601 *et seq.*, in order to aid program participants in taking meaningful actions to overcome historic patterns of segregation, to promote fair housing choices, and to foster inclusive communities free from discrimination HUD promulgated certain regulations, set forth at 24 C.F.R. 5.150 *et seq.*, requiring program participants to develop and submit to HUD an Assessment of Fair Housing (AFH).
- D.** For the purposes of 24 C.F.R. 5.150 *et seq.*, the City and LDCHA are Program Participants (collectively herein the parties are sometimes referred to as “Program Participants”).
- E.** The Program Participants wish, in accordance with the terms and conditions of this Collaboration Agreement, to collaborate to prepare and to submit to HUD the AFH.

TERMS

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. LEAD ENTITY.

The City will serve as the lead entity of the collaboration and will be responsible for submitting the joint AFH in behalf of the Program Participants.

2. PROGRAM YEAR/FISCAL YEAR ALIGNMENT.

Program Participants will, to the extent practicable, align their consolidated plan program year start date(s) and/or 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) 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. Here, because it is not practicable to align the program years/fiscal years of the Program Participants, the Program Participants agree to submit the AFH in accordance with the City's consolidated plan program year start date.

3. 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. Because it is not possible to align the planning cycles of the Program Participants, the Program Participants agree to submit the AFH in accordance with the City's consolidated plan cycle.

4. ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS.

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

(a) Program Participant #1 – The City shall:

(i) Perform all activities necessary to complete the following AFH sections, as follows:

- (A)** Cover Sheet
- (B)** Executive Summary
- (C)** Community Participation Process
- (D)** Assessment of Past Goals and Actions for City of Lawrence
- (E)** Fair Housing Analysis
- (F)** Demographic Summary
- (G)** General Issues
- (H)** Segregation/Integration

- (I) Racially or Ethnically Concentrated Areas of Poverty
 - (J) Disparities in Access to Opportunity
 - (K) Disproportionate Housing Needs
 - (L) Publicly Supported Housing Analysis
 - (M) Disability and Access Analysis
 - (N) Fair Housing Enforcement, Outreach Capacity, and Resources Analysis
 - (O) Fair Housing Goals and Priorities
- (ii) Perform all activities required to successfully complete the AFH Tool including, but are not limited to gathering public input from various stakeholders, compiling local plans, data, and other information, and performing analysis of HUD provided and other data. Additionally, as the lead entity, the City will be responsible for coordinating with stakeholder groups, community and civic organizations, representatives of local jurisdictions, and others to meet requirements for the AFH in accordance with the AFH rule.
 - (iii) Follow the adopted Citizen Participation Plan, as required, to provide public notice, public hearing, and public comment periods in accordance with HUD regulations (24 CFR Part 91.100 and 91.105).
- (b) Program Participant #2 – The LDCHA shall:
- (i) Assign staff member(s) to serve on the AFH working group to work with City to prepare the AFH, to assist with any public meetings, and to assist with required citizen participation requirements of the AFH.
 - (ii) Complete the Publicly Supported Housing Analysis for the units owned, managed, or assisted through vouchers by LDCHA and its related entities in the AFH Tool and shall provide analysis to the City for inclusion in the AFH. The analysis shall include responses to the questions and directives found in AFH Tool Section C:
 - (A) Publicly Supported Housing Analysis:
 - I. Analysis;
 - (a) Publicly Supported Housing Demographics;
 - (b) Publicly Supported Housing Location and occupancy;
 - (c) Disparities in Access to Opportunity;
 - II. Additional Information as needed and obtainable;
 - III. Contributing Factors – of Publicly Supported Housing Location and Occupancy

(iii) Arrange and assist with meetings as needed with LDCHA Resident Advisory Board, which includes representatives from LDCHA housing to gather input/consult regarding issues and concerns relevant to AFH Program.

(c) The Program Participants will be accountable for any applicable analyses and any applicable joint goals and priorities to be included in the submitted AFH. Program Participants will also be accountable for their individual analyses, goals and priorities to be included in the submitted AFH.

5. **WITHDRAWAL.**

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

6. **SPECIAL CONDITIONS.**

The Program Participants acknowledge that a third party consultant may be required or requested to assist with completion of the AFH. If a consultant is to be hired, the Program Participants hereby acknowledge that this Agreement will be amended in writing. Before any consultant is hired, each party shall obtain the authorization of its respective governing body and the Program Participants shall negotiate and enter into a cost-sharing agreement.

7. **SEVERABILITY.**

If any provision of this Collaboration Agreement is held invalid by a court of competent jurisdiction, 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.

8. **SECTION HEADINGS AND SUBHEADINGS.**

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

9. **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.

10. **ENTIRE AGREEMENT.**

This Collaboration Agreement between the Program Participants for the submission of the 2018 AFH, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Program Participants with respect to this Collaboration Agreement. By way of signing this Collaboration Agreement, the Program Participants are bound to perform the duties and obligations set forth herein. Any amendment to this Collaboration Agreement must be submitted to HUD.

IN WITNESS WHEREOF, the City has executed this agreement on the date stated, by and through its Mayor as Attested by the City Clerk and LDCHA has executed this agreement by its Executive Director as Authorized by its Board of Directors on the ____ day of December, 2016.

In behalf of the City:

CITY OF LAWRENCE, KANSAS,
A municipal corporation

Mike Amyx
Mayor

Date

ATTEST:

Sherri Riedemann
City Clerk

Date

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS)

ss:

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Mike Amyx, Mayor of the City of Lawrence, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

In behalf of LDCHA:
A public housing agency

Shannon C. Oury
Executive Director

Date

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS)

ss:

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Shannon C. Oury, acting in her capacity as Executive Director of the Lawrence-Douglas County Housing Authority, Inc. a public housing agency, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires: