

# MEMORANDUM OF AGREEMENT

## **Raleigh-Cary-Wake County Regional Analysis of Impediments to Fair Housing Choice**

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### **Section 1: PURPOSE**

This Memorandum of Agreement (MOA) sets forth the framework for local governments and allied agencies in Wake County to participate in conducting a Regional Analysis of Impediments to Fair Housing Choice (AI), as allowed according to 24 CFR 570.601, and preparing AI documents that will enable each participant to meet US Department of Housing and Urban Development (HUD) Fair Housing requirements. A consultant will be hired to create this document. This MOA defines the roles and responsibilities of each participant.

### **Section 2: LEAD ENTITY**

Participants mutually agree that City of Raleigh 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 consultations 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 AI,
- c. To contract with the consultant(s) selected to prepare the AI,
- 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 (see Section 4) on a quarterly basis and upon completion of all duties,
- g. To submit the final AI documents to HUD.

### **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 AI,
- b. 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,
- c. To give advice on the selection of consulting professionals to prepare the AI,
- d. To review and approve the scope of work to be included in contract with the consultants,
- e. To review and comment upon draft documents prepared by consultants,
- f. To review and approve the final AI document for submission to HUD,
- g. To analyze fair housing issues and address those that are found within the local jurisdiction,

- h. To use the AI to inform the jurisdiction's Consolidated Planning process and Annual Action Plans for HUD funding,
- i. To carry out fair housing educational, promotional and referral activities within the jurisdiction, as required by HUD rules and detailed in the AI,
- j. To document and report fair housing activities as required by HUD rules,
- k. To pay its share of costs associated with preparing the Regional AI, administering the AI process, according to the cost-sharing formula described in Attachment A.

#### **Section 4: GOVERNANCE AND DECISION-MAKING BY STEERING COMMITTEE**

Decisions concerning the Regional AI shall be made by a Steering Committee, composed of one representative appointed by each participating entity. 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: EFFECTIVE PERIOD OF PARTNERSHIP**

The partnership among participating jurisdictions that is described and detailed in this Memorandum of Agreement shall begin on November 20, 2018 and expire on May 15, 2020. 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 MOA.

#### **Section 6: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

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

#### **Section 7: MODIFICATIONS AND AMENDMENTS**

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

## SIGNATORIES:

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.

Wake County Government	By: _____ _____, County Manager
	ATTEST:  By: _____ _____, County Clerk
City of Raleigh	By: _____ _____, City Manager
	ATTEST:  By: _____ _____, City Clerk
Town of Cary	By: _____ _____, Town Manager
	ATTEST:  By: _____ _____, Town Clerk
Raleigh Housing Authority	By: _____ _____, Executive Director
	ATTEST:  By: _____ _____, Executive Assistant
Housing Authority of the County of Wake	By: _____ _____, Executive Director
	ATTEST:  By: _____ _____, Executive Assistant

## Attachment A

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### BUDGET

Professional Services Contract not to exceed: \$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.

#### Cost Sharing Formula:

Costs of preparing the Regional AI shall be shared among local government participants, each paying one-third of the actual cost of services. The following cost projection is based in part on the cost of a similar document prepared within the past five years, adjusted for inflation.

Wake County	\$30,000
City of Raleigh	\$30,000
Town of Cary	\$30,000
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Total	\$90,000