

COLLABORATION AGREEMENT

BETWEEN

City of Jonesboro, Arkansas Community Development

AND

Jonesboro Urban and Renewal Housing Authority

FOR

THE CONSOLIDATED PLANS FOR 2017 TO 2021 ASSESSMENT OF FAIR HOUSING

THIS AGREEMENT, entered this 5th day of July, 2016 by and between the City of Jonesboro, Arkansas Community Development (herein called the "City") and Jonesboro Urban and Renewal Housing Authority (herein called the "JURHA") (collectively referred to as "Program Participants").

WHEREAS, the City, is a consolidated plan program participant with a program year start date of July 1, 2016. The City's next 5-year consolidated plan cycle will begin in July 1, 2017.

WHEREAS, JURHA, is a public housing authority (PHA) with a fiscal year beginning date of April 1, 2016. JURHA's next 5-year PHA plan will begin in 2020.

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); and

WHEREAS, the Program Participants wish to collaborate to submit the AFH;

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

LEAD ENTITY

The City will serve as the lead entity of the collaboration and will be responsible for submitting the joint or regional AFH on behalf of JURHA.

PROGRAM YEAR/FISCAL YEAR ALIGNMENT

Collaborating 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 (as applicable).

CONSOLIDATED PLANNING/PHA PLANNING CYCLE ALIGNMENT

The AFH will be submitted in accordance with the City's Consolidated Plan program year effective date; JURHA will not align their program year with the City's program year but will include the AFH's components within their Annual and Five Year Plans.

ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

Assessment of Fair Housing

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

Program Participant #1

The City will be responsible for assignment of users in the WASS System for distribution of work required for AFH. In addition to the assignments, the City will conduct public hearings with all individuals, non-profits, and other business entities involved with housing for the City of Jonesboro. The Community Development staff will have meetings with certain department heads, council members and other public officials to educate on the need of the plan. Each Program Participant will be responsible for the assigned data maps and tables for the completion of the AFH Plan. Both participants will write on their assigned portions of the plan with the City performing final review after both parties have agreed on the overall content. Each Program Participant will also be accountable for their individual analysis, goals and priorities to be included in the submitted AFH. The City will be responsible for submission of plan through HUD WASS interface.

Program Participant #2

The City will assign users of JURHA in the WASS System to assist in the building of the AFH Plan. JURHA will be responsible to conduct all public meetings in regards to the public housing and housing choice voucher program components outlined in the AFH Rule. JURHA will assist in the collection, analysis, and the written portion of the AFH in specific to the public housing developments and the housing choice voucher program. JURHA will be accountable for any applicable analysis and any applicable joint goals and priorities to be included in the submitted AFH. Each Program Participant will also be accountable for their individual analysis, goals and priorities to be included in the submitted AFH.

WITHDRAWAL

If either party decides to withdrawal from this collaborative agreement, a written letter must be submitted to the other participant within thirty business days before any action will be taken.

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

SPECIAL CONDITIONS

Not applicable

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.

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.

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.

ENTIRE AGREEMENT

This Agreement between the Program Participants for the submission of the 2016 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 agreements within this agreement. Any amendment to this agreement must be submitted to HUD.

Date July 5, 2016

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

City of Jonesboro

Jonesboro Urban and Renewal Authority

By _____

By Sharon Poe

Title _____

Title Executive Director

Attest _____

CITY CLERK

Countersigned: _____

By _____

FINANCE OFFICER

Countersigned: Julie Rogers

By 

FINANCE OFFICER

Fed I.D. # 71-6013749

Fed I.D. # 71-0430347

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL