

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: DECEMBER 19, 2016 AGENDA ITEM NUMBER: 12

**SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL COLLABORATION AGREEMENT BETWEEN THE CITY OF WINSTON-SALEM, THE HOUSING AUTHORITY OF WINSTON-SALEM, AND FORSYTH COUNTY TO SUBMIT THE 2018 ASSESSMENT OF FAIR HOUSING (FORSYTH COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

### SUMMARY OF INFORMATION:

See attached

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Kendrick White, Jr.* COUNTY MANAGER DATE: December 14, 2016

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF  
AN INTERLOCAL COLLABORATION AGREEMENT BETWEEN THE CITY OF  
WINSTON-SALEM, THE HOUSING AUTHORITY OF WINSTON-SALEM, AND  
FORSYTH COUNTY TO SUBMIT THE 2018 ASSESSMENT OF FAIR HOUSING  
(FORSYTH COUNTY HOUSING AND COMMUNITY  
DEVELOPMENT DEPARTMENT)**

**BE IT RESOLVED** by the Forsyth County Board of Commissioners that the attached interlocal Collaboration Agreement between the City of Winston-Salem, the Housing Authority of Winston-Salem, and Forsyth County, on behalf of its Housing and Community Development Department, for submitting the 2018 Assessment of Fair Housing is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the agreement, on behalf of Forsyth County and its Housing and Community Development Department, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original agreement is incorporated herein by reference. (Contract Control #2017-0259-00).

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between the City of Winston-Salem, the Housing Authority of Winston-Salem, and Forsyth County, on behalf of its Housing and Community Development Department, is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 19<sup>th</sup> day of December 2016.

**COLLABORATION AGREEMENT BETWEEN  
THE CITY OF WINSTON-SALEM,  
THE HOUSING AUTHORITY OF THE CITY OF WINSTON-SALEM,  
AND FORSYTH COUNTY  
FOR THE 2018 ASSESSMENT OF FAIR HOUSING**

**THIS AGREEMENT**, entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and among the City of Winston-Salem, a North Carolina municipal corporation (herein called the “City”), the Housing Authority of the City of Winston-Salem, a North Carolina housing authority (herein called “HAWS” or the “Housing Authority”), and Forsyth County, a North Carolina political subdivision (herein called the “County”) (collectively referred to as “Program Participants”).

**WHEREAS**, the City is a consolidated plan program participant, with a fiscal year beginning date of July 1<sup>st</sup> and which next five-year consolidated plan cycle will begin on July 1, 2018.

**WHEREAS**, HAWS is a public housing authority (PHA) with a fiscal year beginning date of October 1<sup>st</sup> and which next five-year PHA plan will begin on October 1, 2020.

**WHEREAS**, the County is a member of the Winston-Salem/Forsyth Housing Consortium, a HOME consortium of which the City is the lead entity, and therefore is a consolidated plan program participant, with a fiscal year beginning date of July 1<sup>st</sup> and which next five-year consolidated plan cycle will begin on July 1, 2018.

**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 AFH on behalf of all the collaborating Program Participants.

PROGRAM YEAR/FISCAL YEAR ALIGNMENT

The Program Participants have determined that it is not possible to 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. The AFH will be submitted in accordance with the lead entity’s consolidated plan program year start date.

## CONSOLIDATED PLANNING/PHA PLANNING CYCLE ALIGNMENT

The Program Participants have determined that it is not possible to 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. The AFH will be submitted in accordance with the lead entity's consolidated plan cycle.

## ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

### Assessment of Fair Housing

The Program Participants have determined that it will be most efficient and effective to engage a consultant that will be responsible for conducting the community participation and consultation process, analyzing data, and providing drafts of the AFH for consideration by the Program Participants (herein called the "AFH Consultant"). The responsibilities of the Program Participants are as follows:

#### City of Winston-Salem

1. The City will engage the AFH Consultant, be the primary point of contact for the AFH Consultant, and be responsible for payment under the consultant contract and the Special Conditions section below.
2. The City will assist with the community participation and consultation process by providing a list of stakeholders, promoting the process, and making available the draft document for public review and comment, as requested.
3. The City will provide local data and local knowledge to the AFH Consultant, as requested.
4. The City will review AFH drafts and provide input in a timely manner, as requested.
5. The City will be accessible to the AFH Consultant as needed.
6. The City will be responsible for obtaining any needed approval of the AFH by the City Council.
7. The City will be responsible for entering the AFH in HUD's online system.
8. The City will be accountable for any applicable analysis and any applicable joint goals and priorities as well as for its individual analysis, goals and priorities included in the submitted AFH.

#### Housing Authority

1. The Housing Authority will assist with the community participation and consultation process by providing a list of stakeholders, promoting the process, and making available the draft document for public review and comment, as requested.
2. The Housing Authority will provide local data and local knowledge to the AFH Consultant, as requested.
3. The Housing Authority will review AFH drafts and provide input in a timely manner, as requested.
4. The Housing Authority will be accessible to the AFH Consultant as needed.
5. The Housing Authority will be responsible for obtaining any needed approval of the AFH by the Board of Commissioners.

6. The Housing Authority will be accountable for any applicable analysis and any applicable joint goals and priorities as well as for its individual analysis, goals and priorities included in the submitted AFH.

#### Forsyth County

1. The County will assist with the community participation and consultation process by providing a list of stakeholders, promoting the process, and making available the draft document for public review and comment, as requested.
2. The County will provide local data and local knowledge to the AFH Consultant, as requested.
3. The County will review AFH drafts and provide input in a timely manner, as requested.
4. The County will be accessible to the AFH Consultant as needed.
5. The County will be responsible for obtaining any needed approval of the AFH by the Board of Commissioners.
6. The County will be accountable for any applicable analysis and any applicable joint goals and priorities as well as for its individual analysis, goals and priorities included in the submitted AFH.

#### WITHDRAWAL

*[Program Participants should use this section to include procedures for withdrawal from the collaboration].*

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

#### SPECIAL CONDITIONS

The Program Participants agree to split the cost of the AFH Consultant as follows: City – 50%, HAWS – 32%, and County – 18%. The City will invoice HAWS and the County during the term of the consultant contract for its share of the cost.

#### 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 2018 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.

SEPARATE SIGNATURE PAGE TO  
SUBGRANTEE AGREEMENT

**ATTEST:**

**CITY OF WINSTON-SALEM:**

\_\_\_\_\_(SEAL)  
Melanie Johnson, City Secretary

BY: \_\_\_\_\_(SEAL)  
Lee Garrity, City Manager

This instrument has been pre-audited  
in the manner required by the Local  
Government Budget and Fiscal Control Act.

Approved as to form and legality.

This the \_\_\_\_ day of \_\_\_\_\_, 2016.

This the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Lisa Saunders, Chief Financial Officer

\_\_\_\_\_  
Angela Carmon, City Attorney

SEPARATE SIGNATURE PAGE TO  
SUBGRANTEE AGREEMENT

If Subgrantee has a corporate seal, please affix the seal below. If not, please complete the paragraph below:

I, \_\_\_\_\_ (Print Name) certify that I am the  
\_\_\_\_\_ (Print Position Title) for the Subgrantee and that I am  
authorized to execute contracts on behalf of the Subgrantee, which entity does not have a  
corporate seal; however, for purposes of the statute of limitations (NCGS § 1-47), both parties  
will treat this contract as if a corporate seal has been affixed hereto.

ATTEST

**HOUSING AUTHORITY OF THE CITY OF  
WINSTON-SALEM**

\_\_\_\_\_(SEAL)  
Larry Woods, Executive Director

BY: \_\_\_\_\_(SEAL)  
Thomas R. Adams, Chairman

In the event that the person executing this Agreement on behalf of the Subgrantee is the only  
officer of the company or is an individual doing business individually or as a trade name, please  
have the Subgrantee's signature notarized below.

Sworn to or subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

SEAL      Notary Public \_\_\_\_\_ / / \_\_\_\_\_



SEPARATE SIGNATURE PAGE TO  
SUBGRANTEE AGREEMENT

If Subgrantee has a corporate seal, please affix the seal below. If not, please complete the paragraph below:

I, \_\_\_\_\_ (Print Name) certify that I am the  
\_\_\_\_\_ (Print Position Title) for the Subgrantee and that I am  
authorized to execute contracts on behalf of the Subgrantee, which entity does not have a  
corporate seal; however, for purposes of the statute of limitations (NCGS § 1-47), both parties  
will treat this contract as if a corporate seal has been affixed hereto.

ATTEST

**FORSYTH COUNTY**

\_\_\_\_\_(SEAL)  
Carla D. Holt, Clerk to the Board

BY: \_\_\_\_\_(SEAL)  
Dudley Watts, County Manager

In the event that the person executing this Agreement on behalf of the Subgrantee is the only  
officer of the company or is an individual doing business individually or as a trade name, please  
have the Subgrantee's signature notarized below.

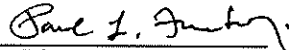
Sworn to or subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEAL      Notary Public \_\_\_\_\_ / / \_\_\_\_\_

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

11/29/2016

Date

  
Director of Finance