

COLLABORATION AGREEMENT REGARDING THE ASSESSMENT OF FAIR HOUSING

THIS AGREEMENT is entered this _____ day of _____, 20____ (“Effective Date”) by and among the City of La Crosse, the La Crosse County Housing Authority, the ~~City of La Crosse Public~~ Housing Authority, the Tomah Housing Authority, and the Monroe County Housing Authority (herein called the “Program Participants” and collectively referred to as the “La Crosse-Monroe 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

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 collaborate on a regional basis to do regional Assessments of Fair Housing and to coordinate data collection and evaluation of local contributing factors and policies and activities that may facilitate or present barriers to fair housing choice and access to opportunity; 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 in an effort to better serve its region; and

WHEREAS, the Program Participants desire to enter into an Agreement to provide financial support for the procurement and completion of the AFH, with the City of La Crosse 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 this Agreement to provide information, cooperation, and financial support for the completion of a regional AFH and Analysis of Impediments, to share data and best practices, and to develop a coordinated response to affirmatively further fair housing. The Program Participants are cooperating for the purposes allowed by 24 CFR, part 91, 24 CFR part 903.

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. The Program Participants also authorize the City of La Crosse as lead entity, to negotiate a contract with the selected consultant to meet the needs of the federal requirements.

3. LEAD ENTITY

The City of La Crosse "La Crosse" will serve as the lead entity of the consortium and will be responsible for submitting the AFH on behalf of the group. Each Program Participant appoints La Crosse to act as its agent for purposes of hiring the consultant, leading Consortium efforts, and otherwise completing and submitting the Consortium's AFH to HUD (when permitted to do so by HUD).

4. FINANCING

Salary, travel, and incidental costs of the Program Participants' group representatives shall be borne by their respective agencies. Each Program Participant is responsible for a share of the Assessment of Fair Housing contract amount of \$38,800.00 based on the following dollar amounts:

\$30,900.00 City of La Crosse,

\$2,500.00 La Crosse County Housing Authority,

\$2,500.00 City of La Crosse Public Housing Authority,

\$2900 Monroe County Housing Authority and Tomah Housing Authority

The Lead Entity shall collect payments from the Program Participants and remit to the Consultant.

5. 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 furthering fair housing. Each Program Participant is responsible for supplementing data with local information relevant to fair housing and for establishing reasonable goals and benchmarks for achieving those goals in its jurisdiction.

6. ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

Collaborating Program Participants will each work with the consultant to completion of the AFH according to the timeline outlined in Exhibit A and the Consultant's Scope of Work outlined in Exhibit B.

Program Participants will be accountable for any applicable analysis, identification of local stakeholders for plan consultation, and any applicable joint goals and priorities to be included in the submitted AFH. Program Participants will also be accountable for their individual analysis, goals and priorities to be included in the submitted AFH.

7. WITHDRAWAL

Any Program Participant wishing to withdraw from the consortium shall provide 60 days' written notice and agree to meet any outstanding financial obligations to La Crosse. If La Crosse 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.

8. SEVERABILITY

If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall be affected thereby and all other parts of this Agreement shall be nevertheless be in full force and effect.

9. INDEMNIFICATION

To the fullest extent allowable by law, Program Participants hereby indemnifies and shall defend and hold harmless one another including its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive in carrying out this Agreement, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. Nothing in this Agreement shall be construed as the Program Participants waiving their statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

10. NO PERSONAL LIABILITY

Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of Program Participant have any personal liability arising out of this Agreement.

11. INDEPENDENT STATUS

The parties, their employees, agents, volunteers, and representative shall be deemed independent of each other and shall in no way be deemed as a result of this Agreement to be employees of the other or have any association or relationship with one another. The Program Participants are at all times considered an independent agency.

12. GOVERNING LAW

This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13. SECTION HEADINGS AND SUBHEADINGS

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

14. 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.

15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed its 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 terms of this Agreement is executed.

16. NOTIFICATION

Program Participants shall:

- (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify La Crosse in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Program Participant with respect thereto.
- (2) Promptly notify La Crosse of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.

17. ENTIRE AGREEMENT

By 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 members.

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

CITY OF LA CROSSE

Tim Kabat

Mayor

BY: _____

Mayor

CITY OF LA CROSSE

Teri Lehrke

City Clerk

BY: _____

City Clerk

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

APPROVED AS TO FORM:

BY: _____

CITY OF LA CROSSE PUBLIC HOUSING AUTHORITY
Jane Alberts
Executive Director

BY: _____
Executive Director