

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This Memorandum of Understanding (“MOU”) was made and entered into this _____ day of _____ 2017, by and between the **Metropolitan Development and Housing Agency** (“MDHA”) and the **Metropolitan Government of Nashville and Davidson County** (“Metro”).

W I T N E S S E T H

WHEREAS, Metro receives Community Development Block Grant (“CDBG”), HOME Investment Partnerships Program (“HOME”), Emergency Solutions Grant (“ESG”), and Housing Opportunities for Persons with AIDS (“HOPWA”) funds from the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, to receive these funds, Metro must develop a Five-Year Consolidated Plan (“Consolidated Plan”) for Housing and Community Development for review and approval by HUD and agree to Affirmatively Further Fair Housing (“AFFH”); and

WHEREAS, the current Consolidated Plan ends on May 31, 2018 and the next Consolidated Plan cycle will begin on June 1, 2018; and

WHEREAS, pursuant to 24 CFR 5.160, as part of its AFFH duty, Metro must submit an Assessment of Fair Housing (“AFH”) to HUD no later than 270 days prior to the start of the next Consolidated Plan, which requires the AFH to be due no later than September 1, 2017; and

WHEREAS, by Resolution R94-1396, the Metropolitan Council designated MDHA as the lead agency responsible for the preparation and administration of the Consolidated Plan for Metro; and

WHEREAS, MDHA, as a public housing agency (“PHA”) receiving assistance from HUD under sections 8 and 9 of the Housing Act of 1937, must develop a Five-Year PHA Plan (“PHA Plan”) and likewise has a duty to Affirmatively Further Fair Housing, and

WHEREAS, MDHA’s current PHA Plan expires on September 30, 2019 and the next PHA Plan cycle will begin on October 1, 2019; and

WHEREAS, even though MDHA's PHA AFH would not be due to HUD until January 2019, MDHA wishes to be included in a joint AFH with Metro to be submitted to HUD no later than September 1, 2017; and

NOW, THEREFORE, it is agreed between the parties ("Program Participants") hereto that:

SECTION I – LEAD ENTITY

Metro will serve as the lead entity and will be responsible for submitting the joint AFH on behalf of both Program Participants.

SECTION II – CONSOLIDATED PLANNING/PHA PLANNING CYCLE ALIGNMENT

Currently, it is not practicable to align the consolidated planning cycle with the PHA planning cycle. Therefore, in accordance with 24 CFR 5.156, the AFH will be submitted in accordance with Metro's Consolidated Plan cycle.

SECTION III – ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

MDHA, as the administrator of the Consolidated Plan on behalf of Metro, completed the AFH for both Program Participants. In doing so, MDHA

1. Coordinated with the Mayor's Office and the Metro Council;
2. Utilized the local government assessment tool as provided by HUD to complete the AFH;
3. Conducted community participation and consultation in accordance with 24 CFR 5.158 (general AFH requirements); 24 CFR 91.100 and 91.105 (requirements for consolidated plan participants – local governments); and 24 CFR 903.13, 903.15, 903.17, and 903.19 (requirements for PHAs); and
4. Developed goals and priorities to be included in the next Five Year Consolidated Plan and PHA Plan, respectively.

Program Participants will be accountable for any applicable joint goals and priorities included in the submitted AFH. In addition, Program Participants will be accountable for their individual goals and priorities included in the submitted AFH.

SECTION IV – WITHDRAWAL

In the event a Program Participant decides to withdraw from the joint AFH, the withdrawing Program Participant must promptly notify HUD.

SECTION V – SEVERABILITY

If any of this MOU is held invalid, the remainder of the MOU shall not be affected thereby and all other parts of the MOU shall remain in full force and effect.

SECTION VI – SECTION HEADINGS

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

SECTION VII – WAIVER

A Program Participant's failure to act with respect to breach by another Program Participant does not waive its right to act with respect to subsequent or similar breaches. The failure of a Program Participant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION VIII – ENTIRE AGREEMENT

This MOU between the Program Participants for the submission of the 2017 AFH supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Program Participants with respect to this MOU. By way of signing this MOU, the Program Participants are bound to perform the covenants within this MOU. Any amendment to this MOU must be submitted to HUD.

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

**PROGRAM PARTICIPANT #1 – LEAD ENTITY
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

Megan Barry
Metropolitan Mayor

Date

ATTEST:

Richard M. Riebeling
Chief Operating Officer

Date

APPROVED AS TO FORM AND
LEGALITY:

Metropolitan Attorney

Date

**PROGRAM PARTICIPANT #2:
METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY**

James E. Harbison
Executive Director

Date

APPROVED AS TO FORM AND
LEGALITY:

MDHA Attorney

Date