**Memorandum of Understanding**

**Among**

**Mayor and City Council of Baltimore, City of Annapolis, Arundel Community Development Services, Inc., Baltimore County, Harford County, Howard County, Housing Authority of Baltimore City, Housing Authority of the City of Annapolis, Housing Commission of Anne Arundel County, the Howard County Housing Commission, and the Baltimore Metropolitan Council**

***Intent to Develop a Regional Assessment of Fair Housing (AFH)***

THIS MEMORANDUM OF UNDERSTANDING, (“MOU”) is made by and among the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland (“City”), City of Annapolis, a municipal corporation of the State of Maryland (“Annapolis”), Baltimore County, Maryland, a body corporate and politic (“Baltimore County”), Harford County, Maryland, a body corporate and politic (“Harford County”), Howard County, Maryland, a body corporate and politic (“Howard County”), and Arundel Community Development Services, Inc. (“ACDS”), a non-profit organization that is acting on behalf of Anne Arundel County for the purposes of carrying out its fair housing activities, (hereinafter collectively referred to as the “Regional Participating Jurisdictions or RPJs”); the Housing Authority of Baltimore City, a public body corporate and politic (“HABC”), the Housing Authority of the City of Annapolis, a municipal corporation (“HACA”), the Housing Commission of Anne Arundel County, a municipal corporation (“HCAAC”), and the Howard County Housing Commission (“HCHC”), (hereinafter collectively referred to as the “Participating Housing Authorities or PHAs”), and the Baltimore Metropolitan Council (“BMC”).

WHEREAS, the RPJs worked together to conduct a Regional Analysis of Impediments to Fair Housing (“AI”) in 1996, an update to the 1996 Action Plan in 2002, and (without the City of Annapolis, which conducted its own AI) another Regional AI in 2012;

WHEREAS, with staffing assistance from BMC, the RPJs (except the City of Annapolis) have also worked closely with the PHAs to carry out the Regional Fair Housing Action Plan from the 2012 Regional AI;

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) promulgated a rule in 2015 (the “2015 HUD Rule”) that requires the completion of an Assessment of Fair Housing (“AFH”), replacing the previous AI requirement;

WHEREAS, unlike the previous AI requirement, the AFH requirement in the 2015 HUD Rule applies to public housing agencies and requires a regional analysis;

WHEREAS, the 2015 HUD Rule encourages jurisdictions and public housing agencies to work together and to collaborate regionally and enables collaborators to “select a lead entity and submit the AFH according to that entity’s schedule.” 24 CFR § 5.160 (c);

WHEREAS, the undersigned RPJs and PHAs believe collaboration on a regional AFH will result in efficiencies for each participant and a more effective analysis overall;

WHEREAS, the 2015 HUD Rule also directs HUD program participants who intend to complete a regional AFH to “promptly notify HUD of such intention and provide HUD with a copy of their written agreement.” 24 CFR § 5.156 (a)(4);

NOW THEREFORE, the RPJs and PHAs do mutually agree to the following:

1. The RPJs and PHAs designate ACDS as the lead entity for the Regional AFH. While all RPJs and PHAs are accountable for the analysis and will sign the AFH submitted to HUD, ACDS will oversee the submission of the regional AFH. Because Anne Arundel County’s next Consolidated Plan cycle will be July 1, 2020 – June 30, 2025, the Regional AFH will be due to HUD in October 2019.

2. BMC will assist the RPJs and PHAs in 2016 in exploring additional participants for this Regional AFH, including additional municipal HUD entitlement jurisdictions and public housing agencies in the region.

3. The RPJs intend to contribute Community Development Block Grant (“CDBG”) funds or other available resources to fund an entity, subject to appropriations, to assist the RPJs and PHAs in compiling the Regional AFH. This entity may be BMC, a consultant, or both.

4. The RPJs and PHAs will amend this MOU or create a new MOU in 2017 in order to identify the RPJ resources that will be devoted to the completion of the Regional AFH and to further clarify the steps to be taken by each party to this MOU to participate in and complete the Regional AFH.

5. The RPJs and PHAs hereto shall comply with all federal, state, and local laws regarding discrimination and shall prohibit unlawful discrimination on the basis of race, creed, color, gender, gender identity or expression, sexual orientation, national origin, disability, age, political affiliation, marital status, source of income, and religion.

6. This MOU may not be assigned without the prior written approval of the parties hereto.

7. If any party does not fulfill its obligations under this MOU or violates any provision of this MOU, and does not cure such failure or violation within thirty (30) calendar days of written notice from BMC, the party(ies) not in default may terminate this MOU as regards to that party, by giving the defaulting party written notice of termination. To the extent permitted by the laws of the State of Maryland and the cost principles, eligibility and requirements set forth in 2 CFR Part 200, and subject to the funding availability and/or available insurance coverage of any defaulting party, termination under this paragraph does not relieve the defaulting party of liability for any damages caused to the non-defaulting party(ies).

8. No party assumes liability for the acts or omissions of the other parties or their agents. Nothing in this MOU shall be construed to extend the immunities of one party and its agents to any other party(ies) or its agents. All parties shall retain all immunities, defenses, rights and remedies available at law and in equity.

9. The City and HABC both designate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to serve as liaison for this MOU. ACDS designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to serve as liaison for this MOU. The Housing Commission of Anne Arundel County designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to serve as liaison for this MOU. Annapolis designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to serve as liaisons for this MOU. The Housing Authority of the City of Annapolis designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to serve as liaison for this MOU. Baltimore County designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to serve as liaisons for this MOU. Howard County designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to serve as liaison for this MOU. The Howard County Housing Commission designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to serve as liaison for this MOU. Harford County designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to serve as liaison for this MOU. BMC designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to serve as liaison for this MOU. ACDS, as the lead entity, working with BMC, shall regularly coordinate and communicate with these designated liaisons for purposes of working on and completing the Regional AFH.

10. This MOU sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon any party to this MOU. No waiver, modification or amendment of the terms of this MOU shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

11. This MOU shall be construed and enforced in accordance with the laws of the State of Maryland.

12. This MOU will remain effective until June 30, 2018 or until supplanted by a new MOU, whichever comes first.

13. This MOU may be signed in counterpart.

*SIGNATURES APPEAR ON THE NEXT PAGE*

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IN WITNESS WHEREOF, the parties have executed this MOU, intending it to be under seal, as of the date first above written.