

AGENDA
SPECIAL PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
November 6, 2017

7:00 P.M. - Helen Wozniak Council Chambers

Members:	Gary Stanton, Chairman	Anna Newell, Trustee
	Karen Arnet, Vice Chairman	Gary Pilafas, Trustee
	Karen Mills, Trustee	Michael Gaeta, Trustee
		William McLeod, Mayor

I. Roll Call

NEW BUSINESS

1. Request approval for:
 - a. An Intergovernmental Agreement between the Chicago Metropolitan Agency for Planning (CMAP) and the Village of Hoffman Estates to accept planning staff assistance services delivered by CMAP for planning for the 2020-2024 Assessment of Fair Housing (AFH).
 - b. An Intergovernmental Memorandum of Understanding to collaborate in the Chicago-Cook County Assessment of Fair Housing.

II. Adjournment

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval for:

- a. An Intergovernmental Agreement between the Chicago Metropolitan Agency for Planning (CMAP) and the Village of Hoffman Estates to accept planning staff assistance services delivered by CMAP for planning for the 2020-2024 Assessment of Fair Housing (AFH).
- b. An Intergovernmental Memorandum of Understanding to collaborate in the Chicago-Cook County Assessment of Fair Housing

MEETING DATE: November 6, 2017

COMMITTEE: Special Planning, Building and Zoning

FROM: Ryan Johnson *RJ*

REQUEST: Request approval for:

- a. An Intergovernmental Agreement between the Chicago Metropolitan Agency for Planning (CMAP) and the Village of Hoffman Estates to accept planning staff assistance services delivered by CMAP for planning for the 2020-2024 Assessment of Fair Housing (AFH).
- b. An Intergovernmental Memorandum of Understanding to collaborate in the Chicago-Cook County Assessment of Fair Housing.

DISCUSSION: In 2015, the U.S. Department of Housing and Urban Development (HUD) published a new rule on affirmatively furthering fair housing. The Village of Hoffman Estates is an entitlement community and direct recipient of HUD funding through the Community Development Block Grant (CDBG) program. The new rule requires Public Housing Authorities (PHAs) and entitlement communities to produce an Assessment of Fair Housing (AFH). As a condition of receiving CDBG funding in the future, the Village must certify that it will take actions to affirmatively further fair housing.

The AFH replaces HUD’s previous requirement for an Analysis of Impediments (AI) to fair housing, which was included as part of the current 5-year CDBG Consolidated Plan. The Village’s current AI was created over the course of 2012 and 2013 with the aid of a consultant, and approved by the Village Board in 2013. The new AFH requires an assessment of the following:

1. Patterns of integration and segregation;
2. Racially or ethnically concentrated areas of poverty;
3. Disparities in access to opportunity; and
4. Disproportionate housing needs.

DISCUSSION: (Continued)

Program participants are then required to set goals to overcome fair housing issues and related contributing factors identified in the assessment. Those goals must inform subsequent housing and community development planning processes.

HUD encourages local entities to collaborate on a regional AFH, to allow entitlements and public housing authorities (PHAs) to work more efficiently and effectively by producing a joint AFH.

The Cook County collaboration is planned to include entitlement communities, PHAs, and the Chicago Metropolitan Agency for Planning (CMAP), for the purpose of producing a County-wide AFH that would satisfy the regulatory requirements for all of the participating entities. Of the 21 entities within Cook County that are now required to produce an AFH, 20 (including the Village) have indicated an interest in voluntarily participating in the regional AFH: Arlington Heights, Chicago, Cook County, Berwyn, Cicero, Des Plaines, Evanston, Mount Prospect, Oak Lawn, Oak Park, Palatine, Schaumburg, Skokie, the Chicago Housing Authority, Housing Authority of Cook County, Cicero Housing Authority, Maywood Housing Authority, Oak Park Housing Authority and Park Forest Housing Authority. Other civic organizations will also be involved.

The due date for the AFH is January 5, 2020, whether or not the Village participates in the regional AFH. If the Village of Hoffman Estates chooses to participate in the regional AFH process, the Village will be responsible for providing local data, holding public hearings required by federal regulations, reviewing key recommendations prior to the final drafting of the plan, and formally approving the plan. All of these steps, and more, would be required if the Village chooses to produce its own AFH.

The cost to the Village of Hoffman Estates to participate in the regional AFH process is \$1,000, with \$500 due in December 2017 and \$500 due in December 2018. This expense is CDBG-eligible as an administrative cost. After entering into the required agreements to join the collaboration, the Village may withdraw from the process upon providing a 30 day notice. However, the \$1,000 financial obligation would remain.

Cook County has agreed to be the lead entity that would submit the AFH to HUD. CMAP would provide extensive technical assistance, including coordination among the participating entities.

CMAP has reserved the right to withdraw from its role in the project if one or more of the core four organizations (City of Chicago, Chicago Housing Authority, Housing Authority of Cook County and Cook County) decide not to participate.

HUD estimates that about 100 staff hours are needed for jurisdictions creating an AFH on their own, which would be a far greater expenditure of resources than the Village's \$1,000 share of the cost of the regional AFH. Additionally, the Village would most likely require the services of a consultant, along with a commitment of staff time, as it had for the creation of previous AIs, at a cost that exceeds the \$1,000.

DISCUSSION: (Continued)

In order to comply with the HUD requirement, the Village will need to execute two agreements: an Intergovernmental Agreement between the Chicago Metropolitan Agency for Planning (CMAP) and the Village of Hoffman Estates, and an Intergovernmental Memorandum of Understanding among the various governmental entities. The Village of Hoffman Estates Legal Counsel has reviewed these documents.

RECOMMENDATION:

Approval for:

- a. An Intergovernmental Agreement between the Chicago Metropolitan Agency for Planning (CMAP) and the Village of Hoffman Estates to accept planning staff assistance services delivered by CMAP for planning for the 2020-2024 Assessment of Fair Housing (AFH).
- b. An Intergovernmental Memorandum of Understanding to collaborate in the Chicago-Cook County Assessment of Fair Housing.

Attachments



Intergovernmental Agreement For Assessment of Fair Housing

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the Village of Hoffman Estates, 1900 Hassell Road, Hoffman Estates, IL 60169 herein called the GOVERNMENTAL BODY.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Appendices thereto.

For the GOVERNMENTAL BODY:

Signature Type or Print Name of Authorized Representative Date Attest:

Signature Type or Print Name Date

For CMAP:

Joseph C. Szabo Executive Director Attest Signature Date

- Part 1 Scope/Compensation/Term Part 2 General Conditions Part 3 Scope of Work/Responsibilities Part 4 Compensation for Services

Part 1: Scope/Compensation/Term

- A. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.
- B. **Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 4. Payment will be made within thirty (30) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

Account No.: 2033876

Bank ACH Routing No.: 071000288

CMAP email address for confirmation:

accounting@cmapp.illinois.gov

C. Tax Identification Number.

CMAP certifies that:

- 1. The number shown on this form is a correct taxpayer identification, **and**
- 2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**
- 3. It is a U.S. entity (including a U.S. resident alien).

Name of CONTRACTOR: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status (Circle One): Local Government

- D. **Term of Agreement.** The term of this Agreement shall be from final signing until July 31, 2020.

- E. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

1. Complete Agreement.

- a. This Agreement, including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY'S obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without expense to CMAP.

c. CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes: CMAP and the GOVERNMENTAL BODY may, from time to time, order work suspension or make any change in the general scope of this Agreement including, but not limited to, changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope and/or time. No amendments are effective until there is a written Agreement that has been signed by both parties.

e. Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and the GOVERNMENTAL BODY.

2. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
3. **Allowable Charges.** No expenditures or charges shall be included in the cost of the Project and no part of the money paid to CMAP shall be used for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by CMAP may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
4. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
5. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **five years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:
 - (1) If any litigation, claim or audit is started before the expiration of five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The GOVERNMENTAL BODY and CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (3) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

6. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

- a. **Subcontracting:** Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
- b. **Procurement of Goods or Services:** For purchases of products or services with any Agreement funds that cost more than \$3,000 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403 (11), (currently set at \$100,000), CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$100,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures, the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
- c. **Records.** CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
- d. No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

7. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.

8. **Method of Payment.** Project expenditures are paid directly from federal and/or state or GOVERNMENTAL BODY funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures.

9. **Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP

shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 10 hereof.

10. Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the GOVERNMENTAL BODY is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- c. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.

11. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

12. Equal Employment Opportunity. The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors' work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. Small and Minority Business Enterprise. In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

14. Political Activity. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

15. Prohibited Interest.

a. No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.

b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.

c. The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

16. **Conflict of Interest.** In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

17. **Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP and the GOVERNMENTAL BODY.

18. **Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

19. **Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.

20. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.

21. **Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

22. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
23. **Workers' Compensation Insurance.** The GOVERNMENTAL BODY, CMAP and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
24. **Independent Contractors.** Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor's shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
25. **Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
26. **Hold Harmless and Indemnity.** The GOVERNMENTAL BODY shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the GOVERNMENTAL BODY, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
27. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
28. **International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
29. **Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
30. **Subcontracts.**
- a. Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors,

associates or contractors will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
- c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

Part 3: Responsibilities/Scope of Work

On July 16, 2015, The U.S. Department of Housing and Urban Development (hereinafter "HUD"), published its final rule on 24 CFR Parts 5,91,92,570,575,576 and 903 on Affirmatively Furthering Fair Housing (hereinafter "AFFH") to affirmatively further the purposes of the Fair Housing Act, title VIII of the Civil Rights Act of 1968, that requires participating jurisdictions and public housing authorities to develop Assessments of Fair Housing (hereinafter "AFH").

The purpose of this intergovernmental agreement is to facilitate a means of cooperation and collaboration to assist participating jurisdictions and public housing authorities in drafting a regional AFH.

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

- A. Resources.** The project scope of work (Attachment 1), including staffing, timelines, public engagement schedules, and commitment of other resources by CMAP or the GOVERNMENTAL BODY, will be finalized prior to beginning work. All work performed by CMAP will be consistent with the scope of work. Changes to the scope of work must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.
- B. Data Sharing.** The GOVERNMENTAL BODY will provide access to all relevant data, reports, and other information that is necessary for CMAP to conduct its work within two weeks of receiving a request from CMAP. The GOVERNMENTAL BODY will allocate sufficient time by its staff and leadership to interact with CMAP on the activities in the scope of work and to review and comment on the materials produced. The GOVERNMENTAL BODY commits to participate actively in the project, make time available at relevant meetings for discussion, and involve its leadership in the project process.
- C. Public Outreach.** The GOVERNMENTAL BODY agrees actively to participate in and conduct public outreach and engagement efforts, including assisting in disseminating project and meeting information, attending, holding, and conducting public meetings, and providing key stakeholder contact information.
- D. Plan Adoption.** The GOVERNMENTAL BODY, shall facilitate the plan adoption process, including scheduling, noticing, and holding local public hearings, as well as all scheduling, noticing, and holding of adoption meetings. For CMAP to submit the completed AFH on behalf of the GOVERNMENTAL BODY, the GOVERNMENTAL BODY shall have adopted the AFH no later than November 1, 2019.

CMAP shall perform and carry out in a satisfactory and proper manner, the following:

- A. Public Outreach.** CMAP shall provide, in cooperation with the GOVERNMENTAL BODY, broad and continuous public outreach which will include web surveys, small group discussions and large public meetings. Public outreach activities shall be targeted to traditionally underrepresented populations.
- B. Existing Conditions Report:** CMAP shall conduct an assessment of the existing conditions of fair housing in the region. This shall include, patterns of integration and segregation; racially or ethnically concentrated areas of poverty; disparities in access to transit, jobs and economic opportunity; and disproportionate housing needs.

- C. **Plan Development.** CMAP shall, in cooperation with the GOVERNMENTAL BODY, provide recommendations with regard to regional and local projects, programs and policies to address issues identified during the existing conditions phase of the project.
- D. **Plan Adoption and HUD Review.** CMAP shall, in cooperation with the GOVERNMENTAL BODY, foster the local and regional plan adoption process. CMAP shall, in cooperation with the GOVERNMENTAL BODY, facilitate open houses. CMAP shall also, in cooperation with the GOVERNMENTAL BODY, submit final plans to HUD for review and acceptance.
- E. **PROJECT MANAGEMENT.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the project proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the CONTRACTOR. CMAP shall require the CONSULTANT, if any, to provide GOVERNMENTAL BODY with all of the CONSULTANTS deliverables at the same time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the CONSULTANT to enable the other to attend the meetings if desired.

Part 4. Compensation for Services

The GOVERNMENTAL BODY agrees to the fee of \$1,000, which will be paid in two installments. The FY18 installment payment, in the amount of \$500.00, will be paid by the GOVERNMENTAL BODY to CMAP within thirty (30) days of receipt of the invoice. The FY19 installment, in the amount of \$500.00, will be paid by the GOVERNMENTAL BODY to CMAP within thirty (30) days of receipt of the invoice. The invoices will be sent to the person listed on ATTACHMENT 2.

ATTACHMENT 1 Project Scope of Work

ATTACHMENT 2:

Invoice Information

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Return this completed form to:

Finance Department
Chicago Metropolitan Agency for Planning
233 S. Wacker Dr., Suite 800
Chicago, IL 60606

INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING

AMONG

The City of Chicago (Entitlement)
The Chicago Housing Authority (PHA)
The Housing Authority of Cook County (PHA)
The County of Cook (Entitlement and HOME consortium lead)
The Village of Arlington Heights (Entitlement and HOME consortium member)
The City of Berwyn (Entitlement and HOME consortium member)
The Town of Cicero (Entitlement and HOME consortium member)
The Cicero Housing Authority (PHA)
The City of Des Plaines (Entitlement and HOME consortium member)
The City of Evanston (Entitlement)
The Village of Hoffman Estates (Entitlement and HOME consortium member)
The Maywood Housing Authority (PHA)
The Village of Mount Prospect (Entitlement and HOME consortium member)
The Village of Oak Lawn (Entitlement and HOME consortium member)
The Village of Oak Park (Entitlement and HOME consortium member)
The Oak Park Housing Authority (PHA)
The Village of Palatine (Entitlement and HOME consortium member)
The Park Forest Housing Authority (PHA)
The Village of Schaumburg (Entitlement and HOME consortium member)
The Village of Skokie (Entitlement)

FOR

THE 2020-2024 ASSESSMENT OF FAIR HOUSING

THIS AGREEMENT, entered this 1 day of November, 2017 by and among the following Participants.

The City of Chicago (Entitlement)
The Chicago Housing Authority (PHA)
The Housing Authority of Cook County (PHA)
The County of Cook (Entitlement and HOME consortium lead)
The Village of Arlington Heights (Entitlement and HOME consortium member)
The City of Berwyn (Entitlement and HOME consortium member)
The Town of Cicero (Entitlement and HOME consortium member)
The Cicero Housing Authority (PHA)
The City of Des Plaines (Entitlement and HOME consortium member)
The City of Evanston (Entitlement)
The Village of Hoffman Estates (Entitlement and HOME consortium member)
The Maywood Housing Authority (PHA)
The Village of Mount Prospect (Entitlement and HOME consortium member)
The Village of Oak Lawn (Entitlement and HOME consortium member)
The Village of Oak Park (Entitlement and HOME consortium member)
The Oak Park Housing Authority (PHA)
The Village of Palatine (Entitlement and HOME consortium member)

The Park Forest Housing Authority (PHA)
The Village of Schaumburg (Entitlement and HOME consortium member)
The Village of Skokie (Entitlement)

WHEREAS, The City of Chicago is a consolidated plan jurisdiction with a program year start date of January 1, Chicago's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Chicago Housing Authority is a public housing authority with a fiscal year beginning date of January 1. The Chicago Housing Authority is a Moving to Work agency, with a report due to HUD annually.

WHEREAS, the Housing Authority of Cook County is a public housing authority with a fiscal year beginning date of October 1. The Housing Authority of Cook County's next 5-year PHA plan will begin in 2018.

WHEREAS, The County of Cook is a consolidated plan jurisdiction with a program year start date of October 1. The County of Cook's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Arlington Heights is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Arlington Heights's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The City of Berwyn is a consolidated plan jurisdiction with a program year start date of October 1. The City of Berwyn's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Town of Cicero is a consolidated plan jurisdiction with a program year start date of October 1. The Town of Cicero's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Cicero Housing Authority is a public housing authority with a fiscal year beginning date of January 1. The Cicero Housing Authority's next 5-year PHA plan will begin in 2020.

WHEREAS, The City of Des Plaines is a consolidated plan jurisdiction with a program year start date of October 1. The City of Des Plaines's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The City of Evanston is a consolidated plan jurisdiction with a program year start date of January 1. The City of Evanston's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Hoffman Estates is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Hoffman Estates' next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Maywood Housing Authority is a public housing authority (PHA) with a fiscal year beginning date of January 1. The Maywood Housing Authority's next 5-year PHA plan will begin in _____.

WHEREAS, The Village of Mount Prospect is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Mount Prospect's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Oak Lawn is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Oak Lawn's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Oak Park is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Oak Park's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Oak Park Housing Authority is a public housing authority with a fiscal year beginning date of January 1. The Oak Park Housing Authority's next 5-year PHA plan will begin in 2020.

WHEREAS, The Village of Palatine is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Palatine's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Park Forest Housing Authority is a public housing authority with a fiscal year beginning date of July 1. The Park Forest Housing Authority's next 5-year PHA plan will begin in 2020.

WHEREAS, The Village of Schaumburg is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Schaumburg's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Skokie is a consolidated plan jurisdiction with a program year start date of May 1. The Village of Skokie's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the above 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).

WHEREAS, the Participants wish to collaborate to develop the AFH, in accordance with that certain Chicago-Cook County Assessment of Fair Housing Scope, attached hereto and incorporated herein by reference.

WHEREAS, the Participants wish to work with the Chicago Metropolitan Agency for Planning and its partners, the Metropolitan Planning Council and the Chicago Area Fair Housing Alliance, to produce a joint/regional AFH.

WHEREAS, the AFH may be approached more effectively and economically through the collaborative efforts of the parties.

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

LEAD ENTITY

The County of Cook will serve as the lead entity of the collaboration and will be responsible for submitting the joint/regional AFH to HUD on behalf of all the collaborating Participants.

PROGRAM YEAR/FISCAL YEAR ALIGNMENT

Collaborating Participants have, to the extent practicable, attempted to align program and fiscal years, as applicable, in accordance with the regulations at 24 CFR part 91, for consolidated plan program participants, or 24 CFR part 903, for PHAs. Alignment of program and fiscal years is not possible, therefore the AFH will be submitted in accordance with the lead entity's consolidated plan cycle. The County of Cook's due date is January 5, 2020.

ROLES/RESPONSIBILITIES OF PARTICIPANTS

Assessment of Fair Housing

Participants will collaborate on the completion of the AFH. The responsibilities of the Participants are as follows:

1. Participants will be accountable for any applicable analysis and any applicable joint goals and priorities included in the submitted AFH. Participants will also be accountable for their individual analysis, goals and priorities to be included in the submitted AFH.
2. Each Participant commits to enter into an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning regarding payment for the development of the joint/regional AFH. Participants agree to pay invoices according to internal financial policies. Cost of the AFH has been allocated amongst each Participant as follows.

Assessment geography	Total Cost	December 2017	December 2018
City of Chicago	\$75,000	\$37,500	\$37,500
Chicago Housing Authority	\$75,000	\$37,500	\$37,500
City of Evanston	\$13,000	\$6,500	\$6,500
Village of Skokie	\$12,000	\$6,000	\$6,000
County of Cook	\$33,400	\$16,700	\$16,700
Housing Authority of Cook County	\$50,000	\$25,000	\$25,000
Village of Arlington Heights	\$1,000	\$500	\$500
City of Berwyn	\$2,500	\$1,250	\$1,250
Town of Cicero	\$3,600	\$1,800	\$1,800

City of Des Plaines	\$1,000	\$500	\$500
Village of Hoffman Estates	\$1,000	\$500	\$500
Village of Mount Prospect	\$1,000	\$500	\$500
Village of Oak Lawn	\$1,000	\$500	\$500
Village of Oak Park	\$3,500	\$1,750	\$1,750
Village of Palatine	\$1,000	\$500	\$500
Village of Schaumburg	\$1,000	\$500	\$500
Maywood Housing Authority	\$3,000	\$1,500	\$1,500
Park Forest Housing Authority	\$3,000	\$1,500	\$1,500
Oak Park Housing Authority	\$3,000	\$1,500	\$1,500
Cicero Housing Authority	\$3,000	\$1,500	\$1,500

\$287,000.00

SPECIAL CONDITIONS

1. The entitlements and PHAs designate the County of Cook as the lead entity (LE) for the joint/regional AFH. While all entitlements and PHAs are accountable for the analysis and will sign the AFH submitted document to HUD, the County of Cook will oversee the submission of the regional AFH. The County of Cook’s next Consolidated Plan cycle will be October 1, 2020-September 30, 2025. The joint/regional AFH will be due to HUD on January 5, 2020.
2. The entitlements and PHAs intend to commit financial resources, subject to appropriations/budget, to assist in compiling the joint/regional AFH, as specified above
3. The entitlements and PHAs hereto shall comply with all federal and state laws regarding discrimination and shall prohibit unlawful discrimination on the basis of race, color, religion, national origin, sex, disability, familial status, ancestry, creed, marital status and/or sexual orientation. Each entitlement and PHA will comply with any additional local laws regarding discrimination.
4. This Agreement may not be assigned without prior written approval of the parties hereto.

WITHDRAWAL

Any Participant may withdraw from the collaboration with 30 days’ written notice via certified mail to the other participants.

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

The withdrawing Participant will be financially obligated to the Chicago Metropolitan Agency for Planning for the total cost in the table.

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.

ENTIRE AGREEMENT

This Agreement between the Participants for the submission of the 2020-2024 AFH, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Participants with respect to this Agreement. By way of signing this Agreement, the Program Participants are bound to perform the duties and obligations within this Agreement. No amendment or modification of this Agreement shall be valid unless the same is in writing and executed by all the parties hereto, and then only to the extent set forth in said writing. Any amendment to this Agreement must be submitted to HUD.

This Agreement will remain effective until July 31, 2020 or until supplanted by a new agreement, whichever comes first.

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

For City of Chicago

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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Attest

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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For Chicago Housing Authority

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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Attest

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Type or Print Name of Authorized Representative

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For County of Cook

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Type or Print Name of Authorized Representative

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For Housing Authority of Cook County

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For Village of Skokie

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Type or Print Name of Authorized Representative

Date

Chicago-Cook County Assessment of Fair Housing
Scope
September 2017

In the summer of 2015, the U.S. Department of Housing and Urban Development (HUD) published a new rule on affirmatively furthering fair housing. The new rule requires entitlements and public housing authorities (PHAs) to produce an Assessment of Fair Housing (AFH). Cook County includes 21 different entitlements and housing authorities that will need to produce an AFH.

HUD encourages local entities to collaborate on regional AFH. Collaboration offers numerous potential benefits. Entitlements and PHAs can more efficiently and effectively meet federal fair housing requirements, often at a cost-savings to previous fair housing analyses. An AFH for all of Cook County allows participants to utilize the ongoing work of high-capacity civic organizations to define and assess equity related topics at a regional scale. This scope outlines the partners, roles, process, geography, and timeframe for the development of an AFH for all of Cook County.

Timeframe

Under the rule, the participants must choose one lead entity for the submission of the plan. That lead entity must be an entitlement or PHA. The due date for all participants will be that of the lead entity. The due date for the county-wide AFH does not change the due dates for consolidated plans or PHA five year plans. The official HUD due date for the AFH will be January 5, 2020. The project will start on November 1, 2017.

Partners and roles

- *Lead entity-* All entitlements and PHAs participating in this AFH must designate, through an IGA, a jurisdiction to serve as the lead entity. Beyond setting the due date for the AFH, the lead entity must also oversee the submission (including in the HUD designated system) of the AFH on behalf of all participants along with addressing follow-up inquiries about the effort. Cook County will serve as the lead entity for this project. The official HUD due date for the AFH will be January 5, 2020.
- *Entitlements-* Both municipal and county entitlements are partners in this project. Such participation may take many forms depending on interest and capacity. Staff members and elected officials will spend time participating in meetings, reviewing deliverables, and conducting local outreach. Moreover, entitlements will be expected to provide funding to support the project. The collaborative nature of this project is expected to reduce the cost of compliance for most entities. The following entitlements are voluntarily participating in this project: Chicago, Cook County, Arlington Heights, Berwyn, Cicero, Des Plaines, Evanston, Hoffman Estates, Mount Prospect, Oak Lawn, Oak Park, Palatine, Schaumburg, and Skokie.

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- *PHAs*- Under the rule, a PHA must also produce an AFH. Much like with entitlements, this scope envisions that PHA staff and officials will participate in meetings, review deliverables, and conduct local outreach. PHAs will be expected to provide funding to support completion of the project. This is a new cost for PHAs, as they have not conducted such fair housing planning in the past. The following PHAs are voluntarily participating in this project: Chicago Housing Authority, Housing Authority of Cook County, Cicero Housing Authority, Maywood Housing Authority, Oak Park Housing Authority, and Park Forest Housing Authority.
 - *Chicago Metropolitan Agency for Planning*- CMAP is the official regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. CMAP developed and now guides implementation of the GO TO 2040 comprehensive regional plan, and also developed the region's Fair Housing and Equity Assessment (FHEA) as part of a Sustainable Communities Regional Planning grant. CMAP will provide of technical assistance to develop the AFH and oversee the participation of other civic organizations.
 - *Civic organizations*- The following civic organizations will assist entitlements and PHAs with the development of an AFH: Chicago Area Fair Housing Alliance and the Metropolitan Planning Council (MPC). These groups will provide specialized assistance on key topic areas ranging from fair housing complaints and compliance to development of new metrics and national best practices around equity issues.

Project Team

The day-to-day operation and oversight of the project will be managed by a project team composed of CMAP, participating civic organizations, one Cook County representative, one City of Chicago representative, one Chicago Housing Authority representative, one Housing Authority of Cook County representative, one municipal PHA, and one municipal entitlement. The Project Team will meet regularly to discuss progress on the project, upcoming steps, and share completed work product between the parties.

Steering Committee

To represent the considerations of the many parties involved in development of the AFH, a steering committee will provide feedback to the Project Team throughout the planning process. This broad group will consist of one representative from each participating entitlement or PHA. The steering committee will review all draft documents in advance of public release and/or legislative review/approval.

Tasks

1. Pre-kickoff work

Before the project formally kicks off, several steps must be completed. These activities will occur prior to the “formal” project initiation in November 2017. These tasks include the following.

- The governing body of each participating entity will need to approve a resolution expressing support for the project and authorizing participation.
- All participants must sign an agreement that explains expectations for the relationship between the participants, project management, access to resources, contribution of local funding to support the project, etc. The agreement will need to be signed before the project formally begins.
- All participants must sign individual agreements with CMAP that explain expectations for the relationship between CMAP and the various the participants, project management, access to resources, contribution of local funding to support the project, etc. The agreement will need to be signed before the project formally begins.
- CMAP will notify HUD via letter which parties are participating in the AFH and submit copies of the agreements.

2. Outreach

Strong public outreach that goes beyond HUD statutory requirements will be a backbone of this project. To accomplish this, outreach will take place in three distinct parts.

- Initially public outreach will occur through large activities. CMAP will use the online survey site MetroQuest to develop an English and Spanish survey that can be used throughout the County to assess the fair housing issues that are of greatest concern. Concurrent with the MetroQuest site, CMAP will work with partners to facilitate seven workshops, three in the City and four in the County. Some entitlements and PHAs will want to ensure that a workshop is being held in their community. As such, CMAP will prepare “meeting in a box” materials that project partners can use to conduct additional workshops using the same materials and format. Work in this phase will include outreach trainings for entitlements, PHAs, and service organizations to ensure that each can serve as viable partners to ensure participation from a wide array of stakeholders.
- The second phase of outreach will primarily consist of topical focus groups throughout the City and County. At the conclusion of the initial round of outreach activities, the Project Team will review who participated in the various events. Those findings will help guide the focus groups for phase two, ensuring that all are given the opportunity to participate, including the following groups highlighted by HUD. The need for outreach in languages other than English and Spanish will be considered on a case-by-case basis.
 - State or local fair housing agencies and organizations
 - Tenant organizations
 - Community-based organizations that represent protected class populations
 - Faith-based organizations

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- Public and private agencies that provide social services
 - Philanthropic organizations
 - Resident Advisory boards for participating PHAs
 - State and local universities
 - Disability advocacy groups
 - Public, private, and non-profit housing providers
 - Realtors
 - Property management companies
 - Lenders
 - Ex-offenders/criminal justice groups
 - Continua of Care
 - Human Rights Commissions
 - Private developers

As in phase one, CMAP will prepare “meeting in a box” materials that project partners can use to conduct focus groups using the same materials and format. Users of the “meeting in a box” materials will be responsible for timely reporting of meeting outcomes for integration into the larger effort.

- The final phase of public outreach would occur as the plan is finalized and approved. Seven open houses would be held, three in the City and four in the County, for parties to review and comment on the draft plan. All of these open houses would occur during a 30 day public comment period. After comments received during the open houses and the 30 day public comment period are integrated into the document, each entitlement and PHA would need to proceed with local approval, which would need to include a formal public hearing.

Beyond the specific outreach tasks identified above, CMAP and other civic partners on this project are always conducting outreach in the region for various projects and it is assumed that outreach from those activities would also be brought to bear on this project. In particular, CMAP is in the process of creating ON TO 2050, the region’s next comprehensive plan. Topics being researched as part of ON TO 2050 include housing choice, inclusive growth, resilience, and disinvested areas. Findings from ON TO 2050 will be utilized in AFH development.

CMAP will create and host a dedicated project webpage containing information on the planning process and key deliverables. Each PHA and entitlement will need to include a link from their own website to the CMAP project webpage. Materials posted on the webpage may include project announcements, upcoming meeting dates, meeting materials, draft documents for review, online surveys, etc. CMAP will be responsible for posting the material and keeping the page up-to-date.

All public outreach collected during the process will be summarized in an outreach document that will be an appendix to the plan. This will include a description of outreach activities; approach to reaching various populations, including underrepresented populations; a list of people/organizations who participated during the planning process; a summary of the feedback received throughout the process; and a log of all comments received during the open houses

and public comment period, including a summary of any comments, views, and recommendations not accepted by entitlements and PHAs and the reasons for non-acceptance.

3. Existing conditions analysis

An important interim product is the "existing conditions report." This document will discuss the existing conditions of fair housing, including patterns of integration and segregation; racially or ethnically concentrated areas of poverty; disparities in access to transit, jobs, and economic opportunity; and disproportionate housing needs. The project team will prepare the existing conditions analysis, with data support and review from the entitlements and PHAs.

Entitlements and PHAs accountable for their individual analysis along with that of a joint regional analysis. Participating in a county-wide AFH does not relieve each entitlement or PHAs of its obligation to analyze and address local and regional fair housing issues and contributing factors that affect fair housing choice.

Given this, the existing conditions report will include one regional analysis of fair housing conditions in the region and local assessments for individual participants. See the Kansas City Metropolitan Area AFH as a potential model. The analysis will include the following:

- A demographic summary that includes an analysis on patterns of segregation and integration locally and regionally and factors that that significantly impact segregation/integration.
- Identification of Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs), disparities in access to opportunity, and disproportionate housing needs, and factors that significantly impact the presence of these issues.
- An analysis of publicly supported housing in terms of location, demographics, occupancy, and access to opportunity, along with the identification of factors that significantly impact the existing conditions.
- An analysis of the presence, location, and access to opportunity of persons with disability, along with the identification of factors that significantly impact the existing conditions.
- An assessment of the current fair housing ecosystem, including the capacity of individual jurisdictions to conduct fair housing outreach or enforcement, whether themselves or through a local partner, along with the identification of factors that significantly impact the existing conditions.

Local data will be used to supplement HUD provided data. The Lead Entity will be responsible for helping CMAP and other consultants access the HUD provided data. Supplemental data will be identified in many ways, including through Task 2. The Project Team also anticipates using data developed in ongoing planning activities to inform the existing conditions analysis, including ON TO 2050, MPC's Cost of Segregation project, and the FHEA.

4. Plan development

Task 4a: Key recommendations memo

Before the plan is drafted, the Project Team will prepare a memo describing the key recommendations that are expected to be contained in the plan. The memo will include both fair housing goals and priorities applicable to all participants and local fair housing goals and priorities applicable to each individual participant. The purpose of the memo is to provide each participant with a summary of key recommendations before much time is spent writing them in detail; if there are significant problems with any elements of the report, they should surface at this point. Individual memos will be prepared for each participant. At least one Steering Committee meeting is envisioned to discuss the county-wide recommendations. Each participant will be responsible for determining the preferred local process to vet the memo.

Task 4b: Draft plan

The findings from community outreach and the existing conditions report along with the recommendations memos will be synthesized into a draft AFH. The AFH must be submitted via the online HUD assessment tool. CMAP and the Lead Entity will work closely with the rest of the Project Team create a draft AFH that follows the proscribed HUD framework. The Steering Committee will be responsible for reviewing and providing feedback on the drafts of the AFH during this phase of the project.

Task 4c: Graphic Design

To supplement the official HUD version of the plan that will be submitted online, CMAP will take contents of the draft plan to create one easy-to-read and graphically rich summary. The graphic document will cover public involvement, key findings, and local and county-wide recommendations.

5. Plan approval

Task 5a: Open houses and comment period

As noted under Task 2, the Project Team will hold seven open houses, three in the City and four in the County, for parties to review and comment on the draft plan. All of these open houses would occur during a 30 day public comment period. The Project Team will finalize the plan after the close of the comment period.

Task 5b: Public hearings

Public hearings will be held on the finalized plan as needed in each entitlement and PHA. Each PHA and entitlement is responsible for all noticing related to the public hearing. The Project Team will provide support as necessary.

Task 5c: Approval

Each participating PHA and entitlement will formally approve the AFH. Each PHA and entitlement is responsible for all noticing related to the approval meeting. The Project Team will provide support as necessary.

Task 5d: HUD submission and approval

After the plan has been approved by all parties, the AFH must be submitted to HUD. The Lead Entity will be responsible for submission to HUD, including the uploading of all materials in the HUD submission system.

HUD will either approve the AFH or provide a response letter noting required changes within 60 days of submission. HUD may accept a regional AFH for some participants, but not accept the regional AFH for others. The Project Team will work with any participants for whom the regional AFH was not accepted by HUD to address any changes and resubmit within the designated response period.

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE
CHICAGO METROPOLITAN AGENCY FOR PLANNING
AND AN INTERGOVERNMENTAL COLLABORATION AGREEMENT
FOR THE 2020 ASSESSMENT OF FAIR HOUSING

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, in 2015, the U.S. Department of Housing and Urban Development (“HUD”) adopted a new rule (“AFH Rule”) requiring entitlements and public housing authorities (“Entities”) to produce an Assessment of Fair Housing (“AFH”), which analyzes the local fair housing landscape and sets fair housing priorities and goals; and

WHEREAS, pursuant to the AFH Rule, the next AFH must be submitted by 2020; and

WHEREAS, HUD encourages local Entities to collaborate on a regional AFH in order to reduce the cost of producing the AFH and to analyze fair housing on a regional scale; and

WHEREAS, pursuant to the AFH Rule, collaborating Entities must designate a lead entity for the submission of the AFH; and

WHEREAS, Cook County, Illinois (“County”) includes 21 different Entities that are required to produce an AFH under the new AFH Rule (“County Entities”); and

WHEREAS, the Village and the other County Entities desire to collaborate on the submission of the AFH and designate the County as the lead entity; and

WHEREAS, the Chicago Metropolitan Agency for Planning (“CMAP”) is the official regional planning organization for the County; and

WHEREAS, the Village of Hoffman Estates desires to enter into an intergovernmental collaboration agreement with the County Entities to set forth their respective obligations and commitments, acknowledging that CMAP will assist in the production of the AFH (“Intergovernmental Collaboration Agreement”); and

WHEREAS, the Village of Hoffman Estates also desires to enter into an intergovernmental agreement with CMAP for AFH production services (“CMAP Agreement”), the cost of which is \$1,000.00; and

WHEREAS, the Village of Hoffman Estates has determined that it is in the best interest of the Village to enter into the Intergovernmental Cooperation Agreement and the CMAP Agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Village Board.

Section 2: APPROVAL OF INTERGOVERNMENTAL COLLABORATION AGREEMENT. The Village Board hereby approves the Intergovernmental Collaboration Agreement in substantially the form attached to this Resolution as Exhibit A.

Section 3: APPROVAL OF CMAP AGREEMENT. The Village Board hereby approves the CMAP Agreement in substantially the form attached to this Resolution as Exhibit B.

Section 4: AUTHORIZATION TO EXECUTE AGREEMENT. The Village President and the Village Clerk are hereby authorized to execute and seal the Intergovernmental Agreement.

Section 5: This Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2017

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2017

Village President

ATTEST:

Village Clerk