

INTER-GOVERNMENTAL COLLABORATION AGREEMENT
FOR THE COMPLETION OF THE ANALYSIS OF IMPEDIMENTS TO FAIR
HOUSING CHOICE (AI) FOR PARTICIPATING COUNTY, CITIES AND AGENCIES

THIS INTER-GOVERNMENTAL COLLABORATION AGREEMENT REGARDING COMPLETION OF THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI) ("Agreement") is dated for convenience as of _____, 2019 by and among the County of Alameda, the City of Alameda, the City of Berkeley, the City of Fremont, the City of Hayward, the City of Livermore, the City of Oakland, the City of Pleasanton, the City of San Leandro, the City of Union City, the Housing Authority of the County of Alameda, the Housing Authority of the City of Alameda, the Berkeley Housing Authority, the Housing Authority of the City of Livermore, and the Housing Authority of the City of Oakland, hereinafter referred to as the Participating County, Cities and Agencies ("PCCA") and individually as "PCCA member(s)".

W I T N E S S E T H

WHEREAS, each PCCA member recognizes that the Department of Housing and Urban Development (HUD) Affirmatively Furthering Fair Housing Final Rule ("AFFH") requires jurisdictions to submit a fair housing assessment document that requires significant administrative efforts, and that HUD encourages regional and multi-jurisdictional submissions; and

WHEREAS, the Analysis of Impediments to Fair Housing Choice (AI), is a tool which HUD funded program participants must prepare and use to identify and evaluate fair housing issues, and factors contributing to fair housing issues in their defined geographic area; and

WHEREAS, the AI encourages and provides methodology for regional approaches to address fair housing issues, including collaboration across jurisdictions and public housing agencies; and

WHEREAS, all PCCA members have one or more HUD funded programs and activities that require compliance with the AI and recognize that the AI is a comprehensive review of their respective laws, regulations, administrative policies, procedures and practices; and

WHEREAS, on behalf of all PCCA members, the County of Alameda (the "County") facilitated the competitive procurement and management of the consultant who will assist the PCCA with development of the AI plan and will assume the role of lead for the PCCA regional effort; and

WHEREAS, all PCCA members recognize the efficiency of coordinating efforts to complete the AI by the HUD prescribed deadline for the County; and

WHEREAS, the County's deadline for submission of the AI is December 31, 2019; and

WHEREAS, the PCCA members have agreed to reimburse the County in an agreed upon proportionate amount to fund completion of the required meetings, plan, and submission documents; and

WHEREAS: the PCCA members agree that the participating county and cities, collectively, will fund a 65% share of the cost of the AI consultant fee and the Housing Authorities, collectively, will fund a 35% share of the total cost of the AI consultant fee.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Collaboration: The parties agree to jointly prepare a regional countywide AI for Alameda County. Each member of the PCCA will perform the tasks outlined in Attachment A.
2. Funding: The parties agree to jointly fund the engagement of a consultant to develop a regional countywide AI for Alameda County. Each member of the PCCA will contribute funds as described in Attachment A - "Project Consultant Fee Contribution and Scope of Work," which is incorporated herein by reference.
3. Lead Agency: The County will act as lead agency in the development and completion of the regional AI. As such, the County will, prepare all documents and undertake responsibilities set forth in Attachment A, which is incorporated herein by reference, that are required for completion of the AI.
4. PCCA Responsibilities: Each PCCA member will be responsible for providing information about its respective policies and practices and other information as required by the consultant to complete the AI. The County will provide the information to the consultant and provide the information for the Unincorporated County.
5. Remittance: The PCCA members will each remit their respective AI Consultant Fee contributions to the County upon receipt of an invoice(s) based on the approved Contribution Tables (Attachment A).
6. Records Retention: The County will keep all documents relating to the AI readily accessible to the other PCCA members for at least ten years from the completion of the project.
7. Indemnification: Each PCCA member shall defend, hold harmless and indemnify each and every other PCCA member, their respective, elected officials, appointed officials, commissioners, members, officers, employees, and agents from any and all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature, or description directly or indirectly arising out of or connected with the PCCA member's performance under this Agreement, and any of that PCCA member's operations or activities related thereto, excluding the sole willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless.
8. Amendment: This Agreement may be altered only by written consent of each of the signatory parties.
9. Term: The term of this Agreement shall begin on March 1, 2019 and end on January 31, 2020, and may be extended or amended based on mutual agreement.

- a) This Agreement will automatically terminate if (i) the AI is no longer required by HUD and/or the terms of the Agreement have been satisfied, and (ii) all outstanding invoices have been paid.
10. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, and each of which shall constitute together one instrument. The counterparts will be binding on each of the parties, even though the various parties may have executed separate counterparts.

ATTACHMENT A

Alameda County Participating County, Cities and Agencies (PCCA) Inter-Governmental Collaboration Agreement for the Completion of the Analysis of Impediments to Fair Housing Choice (AI)

PROJECT CONSULTANT FEE CONTRIBUTION AND SCOPE OF WORK

1. Project Funding Sources

The contributions below are based upon a shared contribution of 65% of costs paid between the County and City Jurisdictions collectively, and 35% of costs paid between the Housing Authorities collectively.

- The County and City Jurisdictions' 65% contribution will be prorated among jurisdictions in the dollar amount listed in Contributions Table A below, which is based upon the respective Community Development Block Grant total allocation and HOME funds for the HOME Consortium portion.
- The Housing Authorities' collective 35% contribution will be prorated among agencies based on the dollar amount listed in Contributions Table B below, which is based upon HUD Annual Contributions Contract units.

Contributions Table A -County and Cities	
County of Alameda	
<ul style="list-style-type: none"> • Urban County Participating Jurisdictions (Albany, Dublin, Emeryville, Newark, Piedmont and Unincorporated County) (further cost allocation pursuant to separate MOU) 	\$7,062.84
<ul style="list-style-type: none"> • HOME Consortium (entire cost allocated to County of Alameda; not subject to further cost allocation MOU) 	\$9,230.30
City of Alameda	\$4,516.26
City of Berkeley	\$10,466.51
City of Fremont	\$4,887.12
City of Hayward	\$5,983.22
City of Livermore	\$2,538.34
City of Oakland*	\$29,808.96
City of Pleasanton	\$2,538.34
City of San Leandro	\$2,843.27
City of Union City	\$2,538.34
*Additional presentations: City of Oakland	\$800
Funds Available County and Cities	\$83,213.50

Contributions Table B - Housing Authorities (Agencies)	
County of Alameda HA*	\$11,537.88
City of Alameda HA	\$3,550.12
Berkeley HA	\$3,550.12
Livermore HA	\$1,331.30
Oakland HA	\$24,407.08
*Additional presentations: County of Alameda HA	\$800
Funds Available Housing Authorities	\$45,176.50
Total Contributions	\$128,390

2. Project Budget

AI Consultant \$126,790

3. Roles and Responsibilities

Lead Agency

As the Lead Agency, the County of Alameda's tasks include:

- Provide day-to-day oversight and planning of activities to be undertaken throughout the AI plan process.
- Contract with the selected AI consultant (selected through prior AFH process).
- Receive, review and pay invoices submitted by the AI consultant.
- Coordinate requests for information submitted by the AI consultant to the PCCA members.
- The County reserves the right to control the manner in which these tasks are performed, including but not limited to withdraw or modify the RFP and to negotiate, approve or disapprove any proposed contract, and to modify or terminate a contract at its discretion.

PCCA Members

The PCCA Members' tasks include:

- Provide respective jurisdictional information to the AI consultant, HUD and other PCCA members as needed.
- Promote, market and host public workshops and any other forms of outreach mutually agreed upon by the PCCA members.
- Respond to written and oral comments in a timely manner as applicable.
- Participate in meetings and conference calls throughout the AI Plan process.
- Develop goals and priorities for their respective jurisdiction to be included in the AI Plan.
- Participate in joint analysis and joint goals to be included in the AI Plan.
- Review AI Plan drafts and return comments in accordance with timeline.

- Obtain respective board/commission approval of the AI Plan.
- Pay invoices submitted by the Lead Agency within 30 days of receipt.

4. AI Consultant Scope of Work

The AI Consultant's tasks will include:

- Completion of all final required components and deliverables of the Analysis of Impediments to Fair Housing Choice by the Consultant Contract deadline including public meetings, collection and analysis of public input, data analysis, form completion and report completion as required in the Alameda County Consultant Services Contract Scope of Work.
- Development of Analysis of Impediments to Fair Housing Choice plan and milestones for the PCCA members by December 31, 2019.
- Consult with PCCA representatives at agreed upon intervals and in the agreed upon method.
- Provide one printed copy and electronic version (Word or pdf) to each PCCA member.

COUNTY OF ALAMEDA, a political subdivision of the State of California

By: _____
Chris Bazar, CDA Director
Community Development Agency
224 West Winton Avenue, Room 110
Hayward CA 94544-1215

Date: _____

Approved as to form:
Donna R. Ziegler, County Counsel

By: _____
Heather M. Littlejohn
Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

CITY OF ALAMEDA, a Municipal Corporation

By: _____
Jill Keimach, City Manager

Date: _____

Approved as to Form:

Michael Roush, Assistant City Attorney

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CITY OF BERKELEY, a Municipal Corporation

By: _____
Dee Williams – Ridley, City Manager

Date: _____

Attest: _____
Mark Numainville, City Clerk

Approved as to Form:

Rachel Chatman, Deputy City Attorney

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CITY OF FREMONT, a Municipal Corporation

BY: _____
Brian Stott, Assistant City Manager

DATE: _____

APPROVED AS TO FORM:

Sandra Fox, Special Counsel

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CITY OF HAYWARD, a Municipal Corporation

By: _____
Kelly McAdoo, City Manager

Date: _____

Attest: _____
Miriam Lens, City Clerk

Approved as to Form: Michael S. Lawson

By: _____
Raymond Rollan, Deputy City Attorney

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CITY OF LIVERMORE, a Municipal Corporation

BY: _____
Marc Robert, City Manager

DATE: _____

APPROVED AS TO FORM:

Catrina Fobian, Assistant City Attorney

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CITY OF OAKLAND, a Municipal Corporation

By: _____
Sabrina Landreth, City Administrator

Date: _____

Approved as to Form:

Pelayo Llamas, Deputy City Attorney

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CITY OF PLEASANTON, a Municipal Corporation

BY: _____
Nelson Fialho, City Manager

DATE: _____

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

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CITY OF SAN LEANDRO, a Municipal Corporation

By: _____
Chris Zapata, City Manager

Date: _____

Attest:

Tamika Greenwood, City Clerk

Approved as to Form:

Richard Pio Roda, City Attorney

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CITY OF UNION CITY, a Municipal Corporation

By: _____
Antonio E. Acosta, City Manager

Date: _____

Attest:

Anna M. Brown, City Clerk

Approve as to Form:

Kristopher J. Kokotaylo, City Attorney

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Housing Authority of the County of Alameda

By: _____
Christine Gouig, Executive Director

Date: _____

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Housing Authority of the City of Alameda

By: _____
Vanessa Cooper, Executive Director

Date: _____

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Housing Authority of the City of Berkeley

BY: _____
William Wilkins, Executive Director

DATE: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Housing Authority of the City of Livermore

BY: _____
Alfred Dulay, Executive Director

DATE: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Housing Authority of the City of Oakland

BY: _____
Eric Johnson, Executive Director

DATE: _____

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