

ATTACHMENT A

INTER GOVERNMENTAL COLLABORATION AGREEMENT
FOR THE
COMPLETION OF THE ASSESSMENT OF FAIR HOUSING

THIS INTER-GOVERNMENTAL COLLABORATION AGREEMENT REGARDING COMPLETION OF THE ASSESSMENT OF FAIR HOUSING ("Agreement") is dated for convenience as of _____, 2024 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 (AI) 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 AFFH 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 AFFH and recognize that the AI is a comprehensive review of their respective laws, regulations, administrative policies, procedures and practices; and

WHEREAS, the County of Alameda (the "County") will facilitate 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 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 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 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, including the procurement and contracting for the AI consultant. 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. The County reserves the right to conduct the procurement and contracting process for all AI consultant pursuant to the County's policies.
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 project budget (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 June 1, 2024 and end on May 31, 2025, 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.

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

By: _____
Sandi Rivera, 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: _____
Caitlyn M. Gulyas
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: 
645BD87E45D243E
Jennifer Ott, City Manager

Date: 6/25/2024

Approved as to Form:


765D25E39B18464...
Len Aslanian, Assistant City Attorney

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 BERKELEY, a Municipal Corporation

By: _____
Dee Williams-Ridley, City Manager

Date: _____


Attest: _____
Mark Numainville, City Clerk

Approved as to Form:

Farimah Brown, City Attorney


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 FREMONT, a Municipal Corporation

BY: 
Christina Briggs, Assistant City
Manager

DATE: 07/01/2024 | 10:15 AM PDT

Approved as to Form:


Elana Rivkin-Haas., Senior Deputy City
Attorney

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 HAYWARD, a Municipal Corporation

By: _____
Kelly McAadoo, City Manager

Date: _____

Attest: _____
Miriam Lens, City Clerk

Approved as to Form:

By: _____
Michael S. Lawson, City Attorney

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CITY OF LIVERMORE, a Municipal Corporation

BY: _____
Paul Spence, Assistant City Manager

DATE: _____

Approved as to Form:

City Attorney

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CITY OF OAKLAND, a Municipal Corporation

By: _____
Jestin D. Johnson, City Administrator

Date: _____

Approved as to Form:

Barbara J. Parker, City Attorney

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CITY OF PLEASANTON, a Municipal Corporation

BY: _____
Gerry Beaudin, City Manager

DATE: _____

Approved as to Form:

Daniel G. Sodergren, City Attorney

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CITY OF SAN LEANDRO, a Municipal Corporation

By: _____
Frances M. Robustelli, City Manager

Date: _____

Attest:

Kelly B. Clancy, City Clerk

Approved as to Form:

Richard Pio Roda, City Attorney

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CITY OF UNION CITY, a Municipal Corporation

By: _____
Joan Malloy, City Manager

Date: _____

Approve as to Form:

Kristopher Kokotaylo, City Attorney

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Housing Authority of the County of Alameda

By: _____
Laura Broussard Rosen, 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: _____
James Williams, Executive Director

DATE: _____

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Housing Authority of the City of Livermore

BY: _____
Sarah Ramler, Executive Director

DATE: _____

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Housing Authority of the City of Oakland

BY: _____
Patricia Wells, Executive Director

DATE: _____

Approve as to Form:

Jhaila Brown, General Counsel

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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**

**PROJECT CONSULTANT FEE CONTRIBUTION
AND
SCOPE OF WORK**

1. Project Funding Sources

Contributions 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 Jurisdiction's 65% contribution will be prorated among jurisdictions, resulting in the percentage indicated in Table A below, which is based upon the respective Community Development Block Grant total allocation and HOME funds for the HOME Consortium portion.
- Each Housing Authority's 35% contribution will be prorated among jurisdictions based upon a base fee of \$2,000 each, with any additional payment of funds prorated based on the percentage listed in Table B below, which is based upon HUD Annual Contributions Contract units.

Table A County and Cities	
County of Alameda	
• Urban County Participating Cities	8.57%
• HOME Consortium	11.21%
City of Alameda	5.48%
City of Berkeley	12.70%
City of Fremont	5.93%
City of Hayward	7.26%
City of Livermore	3.08%
City of Oakland	36.17%
City of Pleasanton	3.08%
City of San Leandro	3.45%
City of Union City	3.08%
Funds Available County and Cities	100% of 65%

Table B Housing Authorities (Agencies)	
County of Alameda HA	26%
City of Alameda HA	8%
Berkeley HA	8%
Livermore HA	3%
Oakland HA	55%
Funds Available Housing Authorities	100% of 35%
Total Contributions	100%

I. Project Budget

AI Consultant \$86,885

II. Roles and Responsibilities

Lead Agency

As the Lead Agency, the County of Alameda's tasks include but are not limited to:

- Provide day-to-day oversight and planning of activities to be undertaken throughout the AI plan process.
- Prepare a draft Request for Proposals (RFP) to select the AI Consultant. Solicit comments from the PCCA members regarding the scope of the RFP.
- Prepare and issue the final RFP, taking into consideration input received from the PCCA members.
- Receive proposals and coordinate the rating and ranking process.
- Contract with the selected AI consultant.
- 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

- Provide input on the preparation of the RFP for the AI consultant.
- Participate in the AI consultant selection process through the input to the working group.
- 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.

III. AI Consultant Scope of Work

The AI Consultant's tasks will include but are not limited to:

- Completion of all final required components and deliverables of the Analysis of Impediments to Fair Housing Choice by the 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 Assessment of Fair Housing plan and milestones for the PCCA members by June 30, 2024.
- 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.