

APPROVED AS TO FORM AND LEGALITY

  
CITY ATTORNEY'S OFFICE

## OAKLAND CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_ C.M.S.

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**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF ALAMEDA, CITIES OF ALAMEDA, BERKELEY, FREMONT, HAYWARD, LIVERMORE, PLEASANTON, SAN LEANDRO, AND 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 OAKLAND HOUSING AUTHORITY REGARDING THE COMPLETION OF THE 2025-2030 ALAMEDA COUNTY REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE FOR A ONE-YEAR TERM FROM JUNE 1, 2024 TO MAY, 31, 2025 WITH AUTHORITY TO EXTEND THE TERM**

**WHEREAS**, in 2015, the United States Department of Housing and Urban Development (HUD) adopted the Affirmatively Further Fair Housing (AFFH) rule which required recipients of HUD Community Planning & Development (CPD) funds to develop and submit an Assessment of Fair Housing (AFH), which included community input, an analysis of housing data, and identification of fair housing issues and contributing factors to set fair housing priorities and goals; and

**WHEREAS**, in 2018, the federal government effectively suspended AFFH; and

**WHEREAS**, in 2018, in response to the suspension of AFFH, the California legislature passed Assembly Bill No. 686 to incorporate AFFH into state law to ensure that CPD fund recipients continue to affirmatively further fair housing and take meaningful actions to overcome historic patterns of segregation, promote fair housing choice, foster inclusive communities that are free from discrimination, transform Racially or Ethnically Concentrated Areas of Poverty (R/ECAP) into areas of opportunity, and foster and maintain compliance with civil rights and fair housing laws; and

**WHEREAS**, the County of Alameda through the Alameda County Housing & Community Development Department (ACHCDD) as the lead agency, the cities of Alameda, Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Oakland,

Piedmont, Pleasanton, San Leandro, and Union City, and the housing authorities for County of Alameda, Alameda, Berkeley, Livermore, and Oakland (Participating Jurisdictions) formed a regional collaborative in 2019 called the Alameda County HOME Consortium for the purpose of completing a Regional Analysis of Impediments to Fair Housing Choice (Regional AIFHC) into the foreseeable future; and

**WHEREAS**, the FY2025-30 Regional AIFHC will serve as an update to the current AIFHC completed by the Participating Jurisdictions in 2020; and

**WHEREAS**, the FY2025-30 Regional AIFHC is being prepared jointly by the Participating Jurisdictions in accordance with the AFFH rule as required by Assembly Bill No. 686; and

**WHEREAS**, Oakland’s Housing & Community Development Department (Oakland HCD) participated in the previous Regional AIFHC report preparation and has staff assigned to support the development of FY2025-30 Regional AIFHC; and

**WHEREAS**, the following nine policies and goals identified in the Regional AIFHC align with the City of Oakland’s priorities for affordable and fair housing to:

1. Promote fair housing enforcement and outreach
2. Maintain, improve, and implement local policy that supports affordable housing and fair housing
3. Promote and implement new fair housing laws that protect recipients of rental subsidies from discrimination by landlords
4. Preserve and rehabilitate existing affordable housing stock
5. Increase the number of affordable housing units
6. Increase homeownership among low- and moderate-income households
7. Maintain and expand supportive services for lower-income households
8. Maintain and expand awareness of affordable housing opportunities and services through marketing efforts
9. Continue to find ways to finance affordable housing, community development, and economic development activities

**WHEREAS**, Oakland HCD staff seeks authority to enter into a memorandum of understanding (MOU) with the Participating Jurisdictions to complete the Regional AIFHC for a one year term from June 1, 2024 to May 31, 2025, with authority for the City Administrator to extend the term, if required to complete the purpose of the MOU;

**WHEREAS**, the proposed MOU, entitled “Intergovernmental Collaboration Agreement for the Completion of the Assessment of Fair Housing” is attached hereto as **Attachment A**;

**WHEREAS**, Article V, Section 504(1) of the Oakland City Charter requires that the City Council approve all joint governmental contracts such as between Oakland HCD and other governmental agencies; and

**WHEREAS**, the Participating Jurisdictions are each covering their proportionate share of the consulting costs required for the Regional AIFHC; and

**WHEREAS**, the City of Oakland’s proportionate share of the consulting costs is nineteen thousand five hundred ninety-three dollars (\$19,593); and

**WHEREAS**, the City of Oakland has funding available in the Housing and Community Development Department’s Fair Housing Ordinance program budget as a part of its Community Block Development Grant programming in HUD-CDBG Fund (2108), CDBG Coordination Organization (89949), Fair Chance Ordinance\_FY23 Project (1006448), Community Development (CDBG) Program (YS11); and

**WHEREAS**, the policies and goals identified in this Regional AIFHC will be incorporated into each Participating Jurisdictions’ Five-year Consolidated Plan (FY 2025/26-2029/30), Annual Action Plan, and Housing Element report; now, therefore, be it

**RESOLVED:** That the City Council authorizes the City Administrator to enter into the proposed MOU attached hereto with the County of Alameda County and Participating Jurisdictions to participate in the creation of the FY2025-30 Regional Analysis of Impediments to Fair Housing Choice Report with authority to extend the term of the MOU without returning to Council.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, GALLO, JENKINS, KALB, KAPLAN, RAMACHANDRAN, REID, AND  
PRESIDENT FORTUNATO BAS

NOES –

ABSENT –

ABSTENTION –

ATTEST: \_\_\_\_\_

ASHA REED  
City Clerk and Clerk of the Council of the  
City of Oakland, California

# **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: \_\_\_\_\_

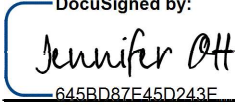
Approved as to form:  
Donna R. Ziegler, County Counsel

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

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 LIVERMORE, a Municipal Corporation

BY: \_\_\_\_\_  
Paul Spence, Assistant City Manager

DATE: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
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 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

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 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: \_\_\_\_\_

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 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.

<b>Table A County and Cities</b>	
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%

<b>Table B Housing Authorities (Agencies)</b>	
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%
<b>Total Contributions</b>	<b>100%</b>

## 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.