



Berkeley Housing Authority

1936 University Ave., Suite 150, Berkeley, CA 94704

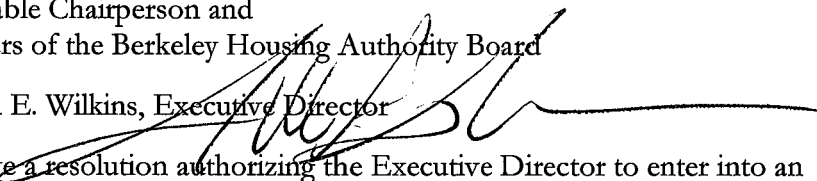
Office of the Executive Director

Item 7F

NEW BUSINESS

July 13, 2017

To: Honorable Chairperson and
Members of the Berkeley Housing Authority Board

From: William E. Wilkins, Executive Director 

Subject: Approve a resolution authorizing the Executive Director to enter into an intergovernmental agreement for participation in a regional, HUD-required Assessment of Fair Housing (AFH) for a cost of \$4,800.

RECOMMENDATION

Approve a resolution authorizing the Executive Director to enter into an intergovernmental agreement with local housing authorities and municipalities to participate in a regional and comprehensive, HUD-required Assessment of Fair Housing (AFH) at the cost of \$4,800.

BACKGROUND

In July 2015, HUD published its Affirmatively Furthering Fair Housing Final Rule (AFFH Rule), which creates a new fair housing planning process intended to assist HUD funded recipients (including public housing authorities and local governments) in assessing compliance with obligations to affirmatively further fair housing choice. The result of the fair housing planning process will be an *Assessment of Fair Housing*.

Major features of the AFFH Rule include:

- HUD requirement that funded entities conduct and submit an Assessment of Fair Housing (AFH) either singularly or in collaboration with regional AFHs.
- Required HUD review and acceptance of the AFH as a condition of receiving HUD funds;
- HUD provision of national data to be utilized in fair housing planning; and,
- Requirement of funding recipients to engage in both local and regional fair housing analyses and involvement of community participation.

The Oakland Housing Authority has spearheaded an effort to collaborate with other local housing authorities and municipalities in order to complete the AFH, and approached BHA for participation in this region-wide project. A consultant with experience in conducting such plans

will be hired by the regional consortium, with the County of Alameda as lead entity in terms of facilitating a competitive procurement and management of the consultant contract.

STATUS

This is a long range project: HUD allows the lead entity's due date for a regional AFH to be the due date for all partners involved. In this case, October 5, 2019 will be the due date for BHA's and partnering organizations' AFH submission.

In addition to BHA, the other partners involved are: 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 Housing Authority of the City of Livermore, and the Housing Authority of the City of Oakland.

A draft inter-governmental agreement is attached for your review, including language on the scope of work and cost.

There had been some discussion in the media reporting that the current federal administration may wish to impede the AFH from moving forward. Staff will continue to keep the Board apprised of the progress on this project and any changes at the federal level which may cause us to cease work on the AFH.

FINANCIAL IMPLICATIONS OF ACTION

An expenditure of \$4,800 for this regional effort is minimal when compared to the cost of BHA conducting the work on its own, to hire a consultant to produce the AFH with proper community input, data, and planning. A PHA's failure to complete and submit an AFH could result in the delay or loss of HUD funds.

CONTACT PERSON

William E. Wilkins, Executive Director, Berkeley Housing Authority, 981-5471

Rachel Gonzales-Levine, Management Analyst, 981-5485

Attachments:

1. Resolution
2. Intergovernmental Agreement for Regional AFH

BERKELEY HOUSING AUTHORITY
RESOLUTION NO. 17-_____

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN INTER GOVERNMENTAL AGREEMENT WITH LOCAL HOUSING AUTHORITIES AND MUNICIPALITIES IN ORDER TO HIRE A CONSULTANT TO CONDUCT A REGIONAL ASSESSMENT OF FAIR HOUSING (AFH) WITH A COST TO BHA OF \$4,800

WHEREAS HUD’s July 2015 Affirmatively Furthering Fair Housing Rule creates a new fair housing planning process intended to assist HUD funding recipients in assessing their compliance with obligations to affirmatively further fair housing choice; and

WHEREAS the new fair housing planning process, called the Assessment of Fair Housing (AFH), requires all funded entities to submit an AFH to HUD; and

WHEREAS HUD encourages regional collaboration among local housing authorities and municipalities to produce the AFH; and

WHEREAS BHA and the City of Berkeley were both approached to participate in a regional effort to produce the AFH; and

WHEREAS HUD may withhold funds to those entities not in compliance with submission of the AFH; and

WHEREAS the County of Alameda will be the lead agency in managing the procurement and solicitation in hiring a consultant to conduct the regional AFH; and

WHEREAS the other partners in AFH project include 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 Housing Authority of the City of Livermore, and the Housing Authority of the City of Oakland; and

WHEREAS the quoted cost in the intergovernmental agreement is \$4,800 for BHA;

NOW THEREFORE BE IT RESOLVED THAT the Executive Director is authorized to enter into an intergovernmental agreement for the production of a regional AFH to be submitted to HUD by the October 5, 2019 due date and to expend \$4,800 towards the consultant fees.

The foregoing Resolution was adopted by the Board of the Berkeley Housing Authority on July 13, 2017 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Attest: _____
William E. Wilkins, Secretary

INTER GOVERNMENTAL AGREEMENT

THIS AGREEMENT is dated for convenience _____, 2017 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 collectively referred to as the Participating County, Cities and Agencies ("PCCA" or "PCCA member(s)").

WITNESSETH

WHEREAS, the PCCA recognizes that the Department of Housing and Urban Development (HUD) Affirmatively Furthering Fair Housing Final Rule ("AFFH") requires jurisdictions to submit an administratively burdensome plan and that regional submissions are encouraged; and

WHEREAS, the AFFH replaces the previous assessment tool, the Analysis of Impediments with the Assessment of Fair Housing ("AFH") tool, which HUD funded program participants will use to identify and evaluate fair housing issues, and factors contributing to fair housing issues in their defined geographic area; and

WHEREAS, the AFH 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 AFFH and recognize that the AFH is a comprehensive review of its 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 contract 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 AFH by the HUD prescribed deadline of the County ; and

WHEREAS, the County's deadline for submission of the AFH is October 5, 2019; and

WHEREAS, the PCCA members have agreed to reimburse the County in an agreed to 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 will assume 65% share and the Housing Authorities' 35% share of the total cost of the AFH consultant fee; and

WHEREAS, the PCCA Housing Authority members have identified funds to contribute to the contract with a consultant to complete the AFH on a regional basis and will use these funds.

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

1. **Funding:** The parties agree to jointly fund the hiring of a consultant to develop a regional AFH for Alameda County. Each member of the PCCA will contribute funds as described in Attachment A - " Project Consultant Fee Contribution and Scope of Work":
2. **Lead Agency:** The County acts as lead agency in the development and completion of the regional AFH, including the procurement and contracting for the AFH consultant. As such, the County will, in compliance with appropriate Federal, State, and Local regulations, prepare all documents and undertake responsibilities set forth in Attachment A, which is incorporated herein by reference, which are required for completion of the AFH.,.
3. **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 AFH. The County will provide the information to the consultant and provide the information for the unincorporated County.
4. **Remittance:** The PCCA members will each remit their respective AFFH Consultant Fee contributions to the County upon receipt of an invoice(s) based on the approved project budget (Attachment A).
5. **Records Retention:** The County will keep all documents relating to the AFH readily accessible to the other PCCAs for at least ten years from the completion of the project.
6. **Indemnification:** Each PCCA member shall defend, hold harmless and indemnify each and every other PCCA member, their respective, commissioners, members, officers, employees, agents, of and from 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 its performance under this Agreement, and any of that PCCA member's operations or activities related thereto,

excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

7. Amendment: This contract may be altered only by written consent of the signatory parties.
8. Term: The term of this agreement shall begin on July 2, 2017 and end on October 31, 2019, and may be extended or amended based on mutual agreement.
 - a) This Agreement will automatically terminate if (i) the AFH is no longer required by HUD and/or the terms of the Agreement have been satisfied, and (ii) all outstanding invoices have been paid.
9. 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 Agreement Completion of the Assessment of Fair Housing

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 and 35% of costs paid between Housing Authority Jurisdictions.

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

County of Alameda	
• Urban County	8.91%
• HOME Consortium	11.66%
City of Alameda	5.64%
City of Berkeley	13.18%
City of Fremont	6.10%
City of Hayward	7.48%
City of Livermore	1.95%
City of Oakland	37.68%
City of Pleasanton	1.45%
City of San Leandro	3.46%
Union City	2.48%
Funds Available County, Cities and Agencies	100% of 65%

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

I. Estimated Project Budget

AFH Consultant

Funds Available: \$ 100,000

II. Scope of Work

The Scope of Work for the County of Alameda will include:

- Hire and supervise AFH Consultant.
- Manage and retain AFH records and provide copies of the records to PCCA members as requested.
- Coordinate with Urban County cities to provide policy and practices information to consultant.
- Complete its tasks as a member of the PCCA.

The Scope of Work for each PCCA will include:

- Attend PCCA project meetings as scheduled.
- Complete its respective tasks and milestones by agreed upon deadlines including information submission, completion of public meetings to acquire public comment, and completion of all signatures and authorizations necessary to complete the AFH and tasks identified in Attachment A.
- Upon receipt of an invoice from the Alameda County as Lead Agency, remit the amount due to Alameda County within 30 days of receipt.
- Provide information about local policies, practices and other information as needed by deadlines established by the

consultant.

- Review draft AFH and return comments by deadline established by consultant.

The Scope of Work for the Consultant will include:

- Completion of all final required components and deliverables of the Assessment of Fair Housing 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 XXXXXXXXXXXXXXXX.
- 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.