

Cooperation Agreement
for
Multi-Jurisdictional Analysis of Impediments to Fair Housing Choice

1. Background and Purpose

In addition to prohibiting discrimination, the Fair Housing Act and its amendments impose an affirmative duty on localities that participate in the Community Development Block Grant Program and administer federal public housing and/or Housing Choice Voucher programs to promote fair housing by performing an analysis of impediments to fair housing choices (the “Analysis”). The Analysis is intended to inform and guide the Participants in fulfilling their obligation to set goals, priorities, and strategies promoting fair housing.

The HUD Rule which requires the Participants to affirmatively further fair housing (24 CFR § 5.150), was adopted in 2015. The 2015 Rule requires the Participants to develop an “Assessment of Fair Housing” as a replacement for the previously required “Analysis of Impediments to Fair Housing Choice.” HUD subsequently issued a Notice on January 5, 2018 delaying the “Assessment of Fair Housing” requirement and directing participants to complete the Analysis of Impediments to Fair Housing Choice (“AI”) instead.

In the Richmond-Petersburg Metropolitan area, the federal program participants required to complete an AI include the Cities of Colonial Heights, Hopewell, Petersburg and Richmond, and the Counties of Chesterfield and Henrico (the “RPJs”).

The RPJs desire to combine their purchasing efforts in order to achieve greater efficiency and cost-savings to all parties; to minimize duplication and maximize efficiency by coordinating their efforts; and to eliminate multiple government solicitations and reduce related expenses. The RPJs have identified the Richmond Regional Planning District Commission (PlanRVA) as the party responsible for administering the procurement process on their behalf. By executing this Cooperation Agreement, the RPJ’s authorize PlanRVA to act on their behalf in developing and publishing a Request for Proposals and coordinating with the RPJs to select the preferred proposals. Upon successful negotiation of a selected vendor, PlanRVA will serve as lead organization for contract oversight and provide administrative support to the RPJs in carrying out the Analysis.

This Cooperation Agreement is intended to specify the rationale and process for the RPJs to develop an Analysis of Impediments to Fair Housing Choice that meets the requirements of each RPJ to comply with the 2015 Rule and that also fulfills the broader objective of promoting cross-jurisdictional cooperation on matters identified in the Analysis.

2. Regional Participating Jurisdictions

The localities that are parties to this Cooperation Agreement are the Cities of Colonial Heights, Hopewell, City of Petersburg, City of Richmond, and the Counties of Chesterfield, and Henrico.

3. Term

The Term of this Cooperation Agreement shall begin on the date that the last RPJ signs it. Thereafter, the Agreement shall remain in effect until the Analysis is completed. The Analysis shall be completed no later than June 30, 2020.

4. Administration and Support

PlanRVA will develop and issue the RFP and manage all aspects of the procurement process on behalf of RPJs, and will also serve as contract administrator following award of the contract to the successful offeror. PlanRVA will be responsible for coordinating all elements of the public comment and input process, including but not limited to coordinating and scheduling meetings, placing advertising, and undertaking outreach through social media and other means, working with the RPJs to identify constituencies to be targeted for outreach, and distributing notices as needed. PlanRVA will provide basic mapping, demographic, and socioeconomic data as available and as needed for the project. PlanRVA will at all times comply with the requirements and provisions of the Virginia's Public Procurement Act ("VPPA").

PlanRVA will be entitled to recover its costs expended in providing the aforementioned paragraph, in an amount not to exceed \$15,000.

5. Scope of Agreement

- a. Purpose: The RPJs shall work cooperatively to develop the terms of a mutually agreed upon RFP which will be issued and administered by PlanRVA. The RFP shall require the Analysis to meet all the requirements of the 2015 Rule, and any other HUD guidelines that may apply.
- b. Applicable Law: All procurement issued pursuant to this Agreement shall be conducted in accordance with the VPPA and any other applicable statutes, ordinance, rules and regulations and policies that govern procurement in the Commonwealth of Virginia or that may be required by the 2015 Rule.
- c. RPJ Representatives: Each RPJ will designate a lead staff member responsible for representation throughout the project. Such representatives should have sufficient authority to act on behalf of their respective jurisdictions on all matters relating to the procurement and award of the contract, and on the content and form of the Analysis.

Each RPJ shall provide written notice to PlanRVA of its RPJ Representative within thirty (30) days of the execution of this Cooperation Agreement. This notice should include the individual's name, title, and contact information. Any RPJ may replace its Representative with a new Representative at any time by providing written notice to PlanRVA of the new Representative's name, title and contact information. PlanRVA shall also designate a project

representative and shall give written notice to all RPJs of the name, title, and contact information of that representative. Contact Information for PlanRVA: Official communication to PlanRVA may be addressed as follows.

Martha Shickle, Executive Director
9211 Forest Hill Avenue, Suite 200
Richmond, Virginia 23235
mshickle@PlanRVA.org
804.323.2033

d. Assessment Costs and Payment

- i. Joint Costs: The RPJs shall share the costs for performing the Analysis including costs related to procuring a vendor as well as the administrative fees of PlanRVA as set forth in this section (d). Together, the budget for the administration (\$15,000) and vendor (\$110,000) activities is \$125,000. By executing this Agreement, each RPJ represents that it has sufficient budget authority to make payments for the activities related to this Cooperation Agreement.
- ii. Share of Total Costs: Each RPJ agrees to share in the cost of the Analysis through an agreed upon methodology. Figures listed in the table below indicate a not to exceed amount agreed upon by each RPJ and, provided, however, that if the total cost of the project is less than the budget agreed upon herein, each RPJ's share will be reduced proportionately.
- iii. Methodology for Share of Total Costs: The share of total costs was derived by setting a minimum contribution of \$5,000 and adding an increment based on calculating the percentage of 2018 Census estimated population for each RPJ compared to the total; calculating the percentage of 2019 CDBG entitlement compared to the total; averaging those two percentages and applying that percentage to the not-to-exceed estimated project cost of \$125,000. Allocation of project costs by RPJ is as follows:

Petersburg	\$6,289
Hopewell	\$5,000
Colonial Heights	\$5,000
Richmond	\$45,490
Henrico	\$31,968
Chesterfield	\$31,253

- iv. Payment: PlanRVA will request payment from each RPJ for administrative costs and consultant fees incurred during each calendar quarter following execution of this Cooperation Agreement. Requests for Payment will provide a summary of all expenses incurred during the quarter and will be apportioned according to the agreed upon Share of Total Costs.
- v. Invoice Content: The Requests for Payment will include, at a minimum:
 - 1. Total costs billed by the Consultant;
 - 2. PlanRVA summary of activity for the period and associated charges; and
 - 3. Amount due from each Participating Jurisdiction based on the prorated share described in Section 4.d.iii of this Cooperation Agreement.
- vi. Monitoring: Each RPJ, at any time, shall have the right to monitor any services provided pursuant to this Cooperation Agreement and to conduct periodic on-site monitoring of PlanRVA's compliance with the terms of the Cooperation Agreement. Monitoring by any Participant shall be performed with as little disruption to the operations of PlanRVA as possible. After any monitoring visit any RPJ may provide PlanRVA and the other RPJs with a written report if any deficiencies were observed. PlanRVA shall correct any such deficiencies and shall provide satisfactory evidence of correction to the RPJs within thirty (30) calendar days of receipt of such notice.

6. Retention and Accessibility of Records

- a. PlanRVA: Unless otherwise specified herein, PlanRVA shall maintain all fiscal records and documentation for all expenditures pertaining to this Cooperation Agreement in a readily available form and location so as to permit an audit in conformance with generally accepted accounting principles. Such records shall be maintained until such an audit has been completed and all questions arising from it are resolved satisfactorily or for five (5) years after the term of this Agreement has ended, as required by HUD.
- b. Access: Subject to applicable laws, PlanRVA will, during the term of the contract and for five (5) years after the term of the contract has ended, give access and rights to examine all books, accounts, records, reports, files and other papers, things or property belonging to or in use by PlanRVA pertaining to this Cooperation Agreement to the RPJs' authorized representatives at reasonable times and for reasonable periods.

c. Access/Claims

- i. Notice: If any claim is made against RPJ, PlanRVA or any employee RPJ or PlanRVA, as a result of activities performed under this Cooperation Agreement, the party against whom the claim is made shall promptly notify all other parties to this agreement of the claim, in accordance with the requirements of Section 8.c of this Agreement. Any party against whom such a claim has been made shall provide all other parties to this Agreement a reasonable opportunity to investigate all matters relating to the claim, including access to records and facilities, if necessary. Such access shall be given at all times until such claim has been resolved.
- ii. Exclusions: The Participants agree that the terms of Section 6: Retention and Accessibility of Records, and Section 7: Audit, specifically exclude the required disclosure by any party of confidential information, including attorney work product and/or attorney/client communications.

7. Audit

Except as otherwise provided herein, each party has the right to conduct a financial and compliance audit of the performance of this Cooperation Agreement on an annual basis. PlanRVA agrees to permit any other party or its authorized representative, or any authorized representative of any other governmental agency with a direct interest in this project to audit the records that related to this Cooperation Agreement and to obtain and make available for inspection, audit or reproduction any documents, materials, or information necessary to facilitate such audit.

PlanRVA will take whatever action is necessary to facilitate the performance of any audits conducted pursuant to this Cooperation Agreement. This includes, to the extent such detail will properly reflect, all costs: direct and indirect costs of labor, material, equipment, supplies and services and all other costs and expenses of whatever nature for which reimbursement is claimed under provisions of this Cooperation Agreement or services provide. PlanRVA agrees to provide all parties or authorized representatives and representatives from any governmental agency related to grant funds full and complete access to all records related to grant activities as necessary to complete any audits required or requested pursuant to the grant(s)' terms.

8. Independent Entity and Acknowledgement of Responsibilities

- a. Independent Entities: The parties expressly acknowledge and agree that each is an independent entity, and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of any party shall be considered an employee, agent or representative of any other party or gain any rights against any other

party pursuant to any other party's personnel policies. The relationship of the parties under this agreement is not and shall not be construed or interpreted to be a partnership, joint enterprise or joint venture. No party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other parties or which shall hold itself out to be binding on other parties.

- b. Responsibilities: No party shall be liable for any claims, damages or attorney fees rising from any negligence or unlawful acts of any other party or other party's employees in relation to this agreement. Parties acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damage that were caused by acts or omissions of that entity, its agents, employees or representatives in the performance of the services and activities under this Cooperation Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy or action of that entity is illegal or unenforceable in any way.
- c. Claims Notification: If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against any party rising from this agreement; the party against whom the claim or other action is made shall give written notice to the other parties of the claim, or other action within three (3) working day. Such notice will include the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. The party against whom the claim has been made shall furnish to the other party copies of all pertinent papers received by that party with respect to these claims or actions.

9. Compliance with Federal Requirements

PlanRVA acknowledges that one or more of the RPJs will be funding their portion of the project using HUD CDBG and/or HOME Program funds. PlanRVA agrees to retain and make accessible all records in accordance with HUD requirements and undertake all components of program administration in accordance with applicable HUD requirements.

10. Termination

- a. Individual Party Termination: Unless otherwise specified, any party has the right to terminate its participation in this Cooperation Agreement, in whole or in part, at any time for the following reasons:
 - i. During a party's budget planning and adoption process, a party fails to provide funding for the Cooperation Agreement during the next period;
 - ii. A party fails to comply with any term or condition of this Cooperation Agreement;
 - iii. Grant funding upon which services under this agreement are being provided ceases to be available to any party;

If, after execution, a Participant terminates its participation in this Cooperation Agreement then the terminating Participant shall forfeit all payments made to PlanRVA up to the date of termination, all rights and authority under the Cooperation Agreement, and all access or privileges with regard to the Analysis or any resulting report performed and completed pursuant thereto.

- b. Mutual Termination: The parties have the right to terminate this Cooperation Agreement when the parties unanimously agree that the continuation of the activities funded under this Cooperation Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that all parties agree, in writing, upon the termination conditions, including the effective date of the termination and, in case of partial termination, the portion of the Cooperation Agreement to be terminated.
- c. Termination Procedure: In the case of termination based on Section 10.a-d, and at least thirty (30) days prior to the effective date of termination, the party seeking termination shall notify the other parties of the reasons for termination, the effective date of termination and, in the case of a partial termination, the portion of the Cooperation Agreement to be terminated. In the case of termination based on Section 10.b., if any party defaults in the performance of its obligations under this Cooperation Agreement, and in such default is not cured within thirty (30) calendar days of the receipt of written notice thereof, then the non-defaulting parties shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Cooperation Agreement on any future date that is not less than thirty (30) calendar days from the date of that further notice.
- d. Rights Surviving Termination: If any party terminates this Cooperation Agreement in whole or in part, PlanRVA has the right to receive payment for all expenses incurred before the date of termination and not previously paid.

11. Miscellaneous Provisions

- a. Civil Rights and ADA Compliance: Each party shall provide, or contract to provide, all services and activities under this Cooperation Agreement in compliance with the Constitutions of the United States and Virginia and with all applicable federal, state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this agreement including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973; Public Law 93-1122; Section 504 (29 USC Section 794); and the provisions of Americans with Disabilities Act of 1990. No party shall discriminate against any employee, applicant for employment, or client-based status in a protected class.
- b. Non-Waiver: No payment, act or omission by a party may constitute or be construed as a waiver of any breach or default of any other party which then exists or may subsequently exist. The failure of any party to exercise any right or privilege granted in this Cooperation Agreement shall not be construed as a waiver of that right or privilege.
- c. Reservation of Rights and Remedies: All rights of each party under this agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or belonging right to each party under it. Any right or remedy in this Cooperation Agreement shall not preclude any action taken in the exercise of any right or remedy, nor shall it be deemed a waiver of any other rights or remedies.
- d. Binding Agreement: This Cooperation Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Cooperation Agreement.
- e. Entire Agreement: All oral and written agreements between the parties to this Cooperation Agreement relating to the subject matter of this Cooperation Agreement that were made prior to the execution of this Cooperation Agreement have been reduced to writing and are contained herein.
- f. Law and Venue: This Cooperation Agreement is governed by the laws of the Commonwealth of Virginia. Venue for any dispute arising out of this will lie in the appropriate Courts of the City of Richmond.
- g. Political Activity: The activities described in this Cooperation Agreement are not intended for use to support political activity.
- h. Compliance with Applicable Law: All provisions of this Cooperation Agreement are intended to comply with applicable laws where

explicitly stated and not. Omission of reference to an applicable law or requirements is not intended to be a waiver of that law or requirement.

- i. Agreement Limitation: The conditions of this Cooperation Agreement are intended to be limited to the scope of this agreement and not intended to be assigned to any other agreement, partnership or understanding among the parties, in part or in whole for another cooperative effort, project or endeavor.

12. Amendments

- a. Written Amendments: Any changes to the terms of this Cooperation Agreement or any attachments to it shall be made in writing and signed by all parties.
- b. Submission of Amendment: Any participant shall submit all requests for alterations, additions or deletions of the terms to PlanRVA, with a copy to the other Participants, for consideration.

13. Notices

Any notices required or permitted to be given under this Cooperation Agreement by one party to the others shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in the Representatives' contact information provided under Section 5.c.

14. Legal Authority to Enter Agreement

The authorized representative of each Regional Participating Jurisdiction shall be the designated person to sign this Cooperation Agreement.

15. Prohibitions

Virginia Conflict of Interest provisions apply to this agreement and all subsequent agreements referenced or entered into as a result of this agreement. Any conflicts of interest should be disclosed to all members of the Cooperation Agreement in accordance with Virginia guidance.

16. Assignability

The terms of this Cooperation Agreement may not be assigned.

Signatures

All signatures below represent acceptance of the terms stipulated in this Cooperation Agreement and a commitment to participate in the project as described herein.

City of Colonial Heights:

Douglas E. Smith

City Manager

Approved as to form:

City Attorney

Signatures

All signatures below represent acceptance of the terms stipulated in this Cooperation Agreement and a commitment to participate in the project as described herein.

City of Hopewell:

John M. Altman, Jr.

City Manager

Approved as to form:

City Attorney

Signatures

All signatures below represent acceptance of the terms stipulated in this Cooperation Agreement and a commitment to participate in the project as described herein.

City of Petersburg:

Aretha R. Ferrell-Benavides

City Manager

Approved as to form:

City Attorney

Signatures

All signatures below represent acceptance of the terms stipulated in this Cooperation Agreement and a commitment to participate in the project as described herein.

City of Richmond:

Lenora Reid

Interim Chief Administrative Officer

Approved as to form:

City Attorney

Signatures

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County of Chesterfield:

Dr. Joseph P. Casey
County Administrator

Approved as to form:

County Attorney

Signatures

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County of Henrico:

John A. Vithoukas

County Manager

Approved as to form:

County Attorney

Signatures

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Richmond Regional Planning District Commission (PlanRVA)

Martha Shickle
Executive Director

Approved as to form:

Attorney