

---

**INTERGOVERNMENTAL COLLABORATION AGREEMENT**

**AMONG**

District of Columbia  
District of Columbia Housing Authority  
City of Alexandria, VA  
Alexandria Housing and Redevelopment Authority, VA  
Arlington County, VA  
Fairfax County, VA  
Fairfax County Redevelopment and Housing Authority  
Loudoun County, VA  
Montgomery County, MD  
Housing Opportunities Commission, MD  
Prince William County, VA, and  
Rockville Housing Enterprises, MD

**FOR**

**THE 2021-2025 METROPOLITAN WASHINGTON REGIONAL ANALYSIS OF  
IMPEDIMENTS TO FAIR HOUSING**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 2020 by and among the following Participating Jurisdictions and Public Housing Authorities:

District of Columbia  
District of Columbia Housing Authority  
City of Alexandria, VA  
Alexandria Redevelopment and Housing Authority  
Arlington County, VA  
Fairfax County, VA  
Fairfax County Redevelopment and Housing Authority  
Loudoun County, VA  
Montgomery County, MD  
Housing Opportunities Commission, MD  
Prince William County, VA, and  
Rockville Housing Enterprises, MD

WHEREAS, The District of Columbia (DC) is a consolidated plan Participating Jurisdiction (PJ) with a program year start date of July 1, DC's next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, The District of Columbia Housing Authority (DCHA) is a Public Housing Authority (PHA) with a PHA Plan start date of \_\_\_\_\_, DCHA's next 5-year PHA plan cycle will begin in 2021.

---

WHEREAS, The City of Alexandria, VA is a consolidated plan participating jurisdiction with a program year start date of [REDACTED]. The City of Alexandria's next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, The Alexandria Housing and Redevelopment Authority (ARHA) is a Public Housing Authority with a PHA Plan start date of [REDACTED], ARHA's next 5-year PHA plan cycle will begin in 2021.

WHEREAS, Arlington County, VA is a consolidated plan participating jurisdiction with a program year start date of [REDACTED]. Arlington County's next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, Fairfax County, VA is a consolidated plan participating jurisdiction with a program year start date of [REDACTED]. Fairfax County's next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, The Fairfax Country Redevelopment and Housing Authority (FCRHA) is a Public Housing Authority with a PHA Plan start date of [REDACTED], FCRHA's next 5-year PHA plan cycle will begin in 2021.

WHEREAS, Loudoun County, VA is a consolidated plan participating jurisdiction with a program year start date of [REDACTED]. Loudoun County's next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, Montgomery County, MD is a consolidated plan participating jurisdiction with a program year start date of [REDACTED]. Montgomery County's next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, The Housing Opportunities Commission of Montgomery County, MD (HOC) is a Public Housing Authority with a PHA Plan start date of [REDACTED], HOC's next 5-year PHA plan cycle will begin in 2021.

WHEREAS, Prince William County, VA is a consolidated plan participating jurisdiction with a program year start date of [REDACTED]. Prince William County's next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, Rockville Housing Enterprises (RHE) is a Public Housing Authority with a PHA Plan start date of [REDACTED], RHE's next 5-year PHA plan cycle will begin in 2021.

WHEREAS, the Participating Jurisdictions and Public Housing Authorities wish to collaborate to submit a Regional Analysis of Impediments to Fair Housing Choice (Regional AI);

WHEREAS, the Participating Jurisdictions and Public Housing Authorities wish to work with the Metropolitan Washington Council of Governments (COG) to produce a Regional AI.

---

NOW, THEREFORE, it is agreed between the above listed Participating Jurisdictions and Public Housing Authorities hereto that:

#### LEAD ENTITY

The District of Columbia will serve as the lead entity of the collaboration and will be responsible for submitting the Regional AI on behalf of all the collaborating Participating Jurisdictions and Public Housing Authorities.

#### PROGRAM YEAR/FISCAL YEAR ALIGNMENT

Collaborating Participating Jurisdictions and Public Housing Authorities have, to the extent practicable tried to align their consolidated planning cycle(s) in accordance with the regulations at 24 CFR part 91, for consolidated plan Participating Jurisdictions. Alignment of all consolidated planning cycle(s) is not possible, therefore the Regional AI will be submitted in accordance with the lead entity's consolidated plan cycle. The District of Columbia's next program year start date is November 1, 2021. To meet the needs of the other Participating Jurisdictions' consolidated planning cycles, the Regional AI will be submitted by August 13, 2021.

#### ROLES/RESPONSIBILITIES OF COG

COG will procure a consultant that will facilitate the creation of the Regional AI. COG is responsible for paying the consultant with the pass-through funds it receives from Participating Jurisdictions. The amounts of the individual obligations are included in the section below.

#### ROLES/RESPONSIBILITIES OF PARTICIPATING JURISDICTIONS

##### Analysis of Impediments to Fair Housing

Collaborating Participating Jurisdictions and Public Housing Authorities will jointly complete the Regional AI. The responsibilities of the Participating Jurisdictions are as follows:

1. Participating Jurisdictions and Public Housing Authorities will be accountable for any applicable analysis and any applicable joint goals and priorities included in the submitted AI. Participating Jurisdictions and Public Housing Authorities will also be accountable for their individual analysis, goals and priorities to be included in the submitted AI.
2. Each Participating Jurisdiction and Public Housing Authority commits to enter into this Intergovernmental Agreement with COG regarding payment for the development of the Regional AI, subject to appropriations/budget. Participating Jurisdictions agree to pay invoices according to their own internal financial policies. Cost of the Regional AI will be divided up amongst each Participating Jurisdiction and Public Housing Authorities as shown below.

---

Assessment geography	Cost
District of Columbia	\$95,000
DCHA	\$0
City of Alexandria, VA	\$52,600
ARHA	\$0
Arlington County, VA	\$20,000
Fairfax County and FCRHA, VA	\$95,000
Loudoun County, VA	\$60,000
Montgomery County, MD	\$95,000
HOC, MD	\$0
Prince William County, VA	\$62,000
RHE, MD	\$0
	\$479,600

3. Each Participating Jurisdiction and Public Housing Authority commits to execute a Financial Commitment Letter with COG for the amount listed above. A sample of the Financial Commitment Letter is attached to this Agreement.

#### SPECIAL CONDITIONS

1. The Participating Jurisdictions and Public Housing Authorities designate the District of Columbia as the lead entity (LE) for the Regional AI. While all Participating Jurisdictions and Public Housing Authorities are accountable for the analysis and will sign the Regional AI submitted document to HUD, the District of Columbia will oversee the submission of the Regional AI document. The District of Columbia's next Consolidated Plan cycle will be November 1, 2021- October 31, 2026. The Regional AI will be due to HUD on August 13, 2021.

2. The Participating Jurisdictions and Public Housing Authorities intend to commit financial resources, subject to appropriations/budget, to assist in compiling the Regional AI.

3. The Participating Jurisdictions and Public Housing Authorities hereto shall comply with all federal and state laws regarding discrimination and shall prohibit unlawful discrimination on the basis of race, color, religion, national origin, sex, disability and familial status. Each Participating Jurisdiction and Public Housing Authority will comply with any additional local laws regarding discrimination.

4. This agreement may not be assigned without prior written approval of the Participating Jurisdictions and Public Housing Authorities hereto.

5. If any party does not fulfill its obligations under this agreement or violates any provision of this agreement, and does not cure such failure or violation within thirty (30) calendar days of written notice from the District of Columbia, the party(ies) not in default may terminate

---

this agreement as regards to that party, by giving the defaulting party written notice of termination.

### WITHDRAWAL

Any Participating Jurisdiction or Public Housing Authority may withdraw from the collaboration with 30 days' notice to the other participants.

The withdrawing Participating Jurisdiction or Public Housing Authority must promptly notify the District of Columbia and COG of its withdrawal from the collaboration.

The withdrawing Participating Jurisdiction or Public Housing Authority will be financially obligated to the contractor selected by COG unless the collaboration is released from the contractor obligations or contracts are modified to reflect revised financial obligations.

### ADDITIONAL LIMITATIONS – DISTRICT OF COLUMBIA

1. The Parties acknowledge and agree that there are certain limitations on the participation of the District of Columbia with regard to this Agreement and incorporate the following provisions into this Agreement to address those requirements.

(a) Notwithstanding anything to the contrary herein, the following provisions shall apply to the obligations of the District of Columbia:

i. Anti-Deficiency Requirements. – The District of Columbia's obligations under this Agreement are subject to the following:

ii. Pursuant to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2008) (the "Federal ADA"), and D.C. Official Code §§ 1-206.03(e) and 47-105; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (the "D.C. ADA" and (i) and (ii) collectively, as amended from time to time, the "Anti-Deficiency Acts"); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46, the District cannot obligate itself to any financial commitment in any present or future year unless the necessary funds to pay that commitment have been appropriated by the Congress of the United States (the "Congress") and are lawfully available for the purpose committed. Thus, pursuant to the Anti-Deficiency Acts, nothing in this Agreement creates an obligation of the District in anticipation of an appropriation by Congress for such purpose, and the District's legal liability for the payment of any amount under this Agreement does not and may not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

iii. During the term of this Agreement, the Mayor of the District of Columbia or other appropriate official shall, for each fiscal period, include in the appropriate budget application submitted to the Council of the District of

---

Columbia the amount necessary to fund the District's known potential financial obligations under this Agreement for such fiscal period. In addition, in the event that the District proposes to issue bonds or notes to fund its obligations subject to this Agreement, the Mayor of the District of Columbia or other appropriate official, and if any payments under this Agreement have not been made, the Mayor shall include in a budget application submitted to the Council of the District of Columbia the amount necessary to fund the District's known unpaid amounts. In the event that a request for such appropriations is excluded from the budget approved by the Council and submitted to Congress by the President for the applicable fiscal year or if no appropriation is made by Congress to pay any amount under this Agreement for any period after the fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available, the District will not be liable to make any payment under this Agreement upon the expiration of any then-existing appropriation.

iv. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the District shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the District under this Agreement.

v. This Agreement shall not constitute an indebtedness of the District nor shall it constitute an obligation for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. No District of Columbia Official or employee is authorized to obligate or expend any amount under this Agreement unless such amount has been appropriated by Act of Congress and is lawfully available.

IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. OFFICIAL CODE § 1-204.46, NO CONTRIBUTING JURISDICTION OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THIS AGREEMENT UNLESS SUCH AMOUNT HAS BEEN APPROVED AND APPROPRIATED BY CONGRESS

#### SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

#### SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

#### WAIVER

---

A Participating Jurisdiction's or Public Housing Authority's failure to act with respect to a breach by another Participating Jurisdiction or Public Housing Authority does not waive its right to act with respect to subsequent or similar breaches. The failure of the Participating Jurisdiction or Public Housing Authority to exercise or enforce any right or provision shall not constitute a waiver of such right or provision, including outstanding payment and deliverable obligations.

### ENTIRE AGREEMENT

This Agreement between the Participating Jurisdictions and Public Housing Authorities for the submission of the 2021-2025 Regional AI, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Participating Jurisdictions and Public Housing Authorities with respect to this Agreement. By way of signing this agreement, the Participating Jurisdictions and Public Housing Authorities are bound to perform the agreements within this agreement. Any amendment to this agreement must be submitted to and approved by the Participating Jurisdictions, Public Housing Authorities, and COG.

This agreement shall terminate May 31, 2021, unless supplanted by a new agreement on an earlier date.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

For District of Columbia

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

Attest

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

For District of Columbia Housing Authority

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

Attest

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

---

For City of Alexandria, VA

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

Attest

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

For Alexandria Housing and Redevelopment Authority

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

Attest

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

For Arlington County, VA

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

Attest

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

For Fairfax County and Fairfax Redevelopment and Housing Authority, VA

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

Attest

---

Signature

---

Type or Print Name of Authorized Representative

---

Date



---

For Loudoun County, VA

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

Attest

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

For Montgomery County, MD

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

Attest

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

For Housing Opportunities Commission of Montgomery County

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

Attest

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

For Prince William County, VA

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

Attest

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

For Rockville Housing Enterprises

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

---

Attest

---

Signature

---

Type or Print Name of Authorized Representative

---

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # \_\_\_\_\_