

Prince William Area

(Prince William County, Cities of Manassas & Manassas Park)



DRAFT

Consolidated Annual Performance and Evaluation Report (CAPER)

Federal Fiscal Year 2022 (FY2023)

Destroy After September 8, 2023

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Consolidated Plan, FFY 2020-2024 (FY2021-2025)

FFY22 (FY23) Consolidated Annual Performance and Evaluation Report

INTRODUCTION

The **FFY 22 (FY23) Consolidated Annual Performance and Evaluation Report** is a summary of the accomplishments resulting from funded activities administered by the Prince William County Office of Housing and Community Development (OHCD) during Federal Fiscal Year 2022 (FY23).

This report is submitted in accordance with regulations governing Consolidated Submissions for Community Planning and Development Programs (24 CFR 91.520) and Consolidated Annual Performance and Evaluation Reporting requirements as directed by the U.S. Department of Housing and Urban Development (HUD). The purpose is to report on OHCD's use of federal entitlement funding allocated from HUD. The federal entitlement funding sources are the **Community Development Block Grant (CDBG)** and the **HOME Investment Partnerships (HOME)**, and **Emergency Solutions Grant (ESG)**. In Federal Fiscal Year 2022 (FY23), these funding sources were used to address Suitable Living Environment, Decent Housing and Economic Development for the Prince William Area. The Prince William Area includes Prince William County, cities of Manassas and Manassas Park.

Although the federal entitlement funding is awarded automatically according to a need-based formula, the County still must formally apply to HUD for the money. The application consists of a plan that describes the strategy of addressing the needs of the community. The OHCD submits one five-year strategic plan for the three-federal entitlement-funding programs; consequently, the document is referred to as the "Consolidated Plan". Each year the **Consolidated Plan** is updated through an Annual Action Plan, which describes how that year's federal entitlement funding will be used to implement the five-year strategic plan. The **FFY2022 (FY23) Annual Action Plan** was the second annual component of the Consolidated Plan, FFY2020 – 2024 (FY2021 - 2025).

The **FFY22 (FY23) Consolidated Annual Performance and Evaluation Report** consist of narrative statements, which explain the progress made in carrying out the activities and achieving the objectives, and outcomes set out in the **FFY22 (FY23) Annual Action Plan**. It also describes the methods used to comply with federal regulations. Appendices with tables and report supply additional details about the use of federal entitlement funding for the Prince William Area. All this information serves to document the significant amount of work contributed by County staff and community partners in an effort to carry out the Prince William Area mission of preserving and enhancing communities and improving the quality of life for individuals and families.

Prince William County Office of Housing and Community Development (OHCD) contracted with Western Economic Services, LLC; to provide and submit the Annual Action Plan and Community & Policy Advisors (CP&A) to provide and submit the FFY22 (FY23) CAPER to HUD within the eCon Planning Suite.

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Prince William County receives funding from three federal grant programs, the Community Development Block Grant Program, the HOME Investment Partnerships Program, and the Emergency Solutions Grant. These three grant programs combined provided \$3,878,239 into the county to support affordable housing, homeless, and community development programs and projects in FFY2022 (FY23). For FFY19 & FFY20 Prince William County received CARES ACT federal funding for Community Development Block Grant (CDBG-CV) in the amount of \$3,730,572; Emergency Solutions Grant (ESG-CV) in the amount of \$2,290,108.

During FFY 2022, Prince William County accomplished a variety of activities using CDBG, HOME and ESG funds and CARES ACT Funding through CDBG-CV, and ESG-CV. CDBG funds were able to provide case management services for extended hours for homeless shelter for homeless population assisting 321 extremely low-income persons, CDBG funds were used to provide transportation services to the Homeless population in the Prince William Area serving 323 extremely low-income persons; provided CDBG funding for comprehensive housing financial counseling for approximately 300 persons, and OHCD continues to participate in an Intergovernmental regional fair housing alliance along with the Council of Government (COG) to collaborate on a new, rigorous approach to furthering fair housing. CDBG funds were provided to Prince William County Human Rights Commission to perform fair housing testing to local apartment complexes. In addition, during FFY 2022 CDBG funds were used to provide homeowner rehab for six (6) low-moderate income owner-occupied households assisting 19 persons, utilizing FY19 & FY 20 CDBG funds and FY23 CDBG Program Income. OHCD was able to complete the Prince William County Community Department of Parks, Recreation and Tourism for the Marumsco Acre Lake Park ADA improvements project utilizing their full grant amount during FFY22 (FY23).

FFY2022 HOME funds were used to provide down-payment and closing costs assistance to assist six (6) eligible first-time low-moderate income homebuyers to acquire properties located in the Prince William Area utilizing FY19 and FY20 HOME funds assisting sixteen (16) low-moderate income persons. ESG funds were used in a variety of shelter operations and rapid re-housing projects which aided 408 household consisting of 665 extremely low-income persons.

OHCD disbursed the remaining balance of the Phase I ESG-CV funding for local shelters for Operations, Essential Services and Rapid Re-Housing serving homeless persons to Prevent; Prepare and Response to the Coronavirus.

Assistance to OHCD through the CDBG-CV continues to provide Rental; Mortgage & Utility Assistance to persons who were extremely low, low -moderate income; to Prevent; Prepare and Response to the Coronavirus.

The public comment period ran August 25, 2023 to September 8, 2023.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source /Amount	Indicator	Unit of Measure	Expected-Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected-Program Year	Actual – Program Year	Percent Complete
CHDO Set Aside	Affordable Housing	HOME: \$	Other	Other	5	3	60.00%	1	1	100.00%
Enhance Access to Public Facilities & ADA Access	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	3185	318.50%	0	3185	318.50%
Enhance Access to Public Facilities & ADA Access	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Rental units constructed	Household Housing Unit	0	3		0	3	0.00%
Enhance Access to Public Facilities & ADA Access	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Other	Other	0	0		2	0	0.00%
Expand Affordable Housing Options	Affordable Housing	CDBG: \$ / HOME: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	650	1462	224.92%	140	300	214.29%
Expand Affordable Housing Options	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	0	12		0	5	
Expand Affordable Housing Options	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	90	10	11.11%	10	4	40.00%
Expand Affordable Housing Options	Affordable Housing	CDBG: \$ / HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	50	0	0.00%	8	0	0.00%
Program Administration	Administration	CDBG: \$ /HOME: \$	Other	Other	5	3	60.00%	1	1	100.00%
Promote Fair Housing in the Area	Administration	CDBG: \$	Other	Other	5	3	60.00%	1	1	100.00%
Provide Support for Public Service Programs	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	1732	577.33%	1293	812	62.80%

Provide Support for Public Service Programs	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Other	Other	5	0	0.00%			
Provide Support for Public Service Programs	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	65		0	22	
Support Efforts to Combat Homelessness	Homelessness	CDBG: \$ / ESG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	46		0	22	
Support Efforts to Combat Homelessness	Homelessness	CDBG: \$ / ESG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	65		0	22	
Support Efforts to Combat Homelessness	Homelessness	CDBG: \$ / ESG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	1500	0	0.00%	498	0	0.00%
Support Efforts to Combat Homelessness	Homelessness	CDBG: \$ / ESG: \$	Homelessness Prevention	Persons Assisted	35	0	0.00%	27	0	0.00%
Support Efforts to Combat Homelessness	Homelessness	CDBG: \$ / ESG: \$	Other	Other	3900	0	0.00%	27	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

ESG – ESG funds were utilized to provide funds for emergency shelters, transitional housing, and rapid re-housing. In undertaking these projects, ESG funds were able to meet the homelessness priority need identified in the FFY 2020-2024 Consolidated Plan.

HOME – Home funds were used to provide direct financial assistance to six first time home buyers and program administration. This was able to meet the Priority need of Low to Moderate Income Housing, as identified as a high priority in the Plan.

CDBG – CDBG funds were used to meet many of the priority needs outlined in the Consolidated Plan, including homelessness, low to moderate income housing, special needs populations, Fair Housing, and Public Facilities and ADA Accessibility.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)

	CDBG	HOME	ESG
White	387	3	
Black or African American	488	1	
Asian	24	0	0
American Indian or American Native	1	0	0
Native Hawaiian or Other Pacific Islander	2	0	0
Total	902	4	0
Hispanic	41	0	0
Not Hispanic	861	4	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The County served over 4,000 persons during FFY 2022. These include an additional 3,185 people served by the PWC ADA Modifications to Marumsco Acres. This accomplishment was captured via the census tract and specific racial and ethnic information is not available for these households. Of the households captured in the table above, some 340 (or 38% percent) were white, 489 (or 54% percent) were black/African American, 24 were Asian, one was American Indian/Alaskan Native, and two were Native Hawaiian or other Pacific Islander. In terms of ethnicity, some 41 were Hispanic.

In addition to the numbers listed above, there were 397 persons served with CDBG-CV funds. Of these 115 were white, 179 were black/African American, 17 were Asian, three were American Indian/Alaskan Native, and 83 were multi-racial or other multi-racial.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	5,715,066	2,000,227
HOME	public - federal	4,481,100	755,627
ESG	public - federal	266,875	264,528

Table 3 - Resources Made Available

Narrative

In addition, the County had the following resources available:

State Rental Assistance Program (SRAP) committed \$658,325 funds for rental assistance payments to Project Based Rental Assistance Tenants (PBRA) for the eleven (11) affordable rental units acquired and rehabilitated with Community Housing Development Initiative (CHDI) program funds. Prince William County Office of Housing and Community Development (OHCD) administered twenty-five (25) Tenant Based Rental Assistance Vouchers (TBRA) in FY23. OHCD was awarded an additional fifteen (15) SRAP vouchers were in FFY22 (FY23) to be used in Prince William County and City of Manassas for persons with disabilities through referrals through the Department of Behavioral Health and Developmental Services (DBHDS) and Prince William County Community Services (CS).

CDBG -During FFY 2022, Prince William County expended \$2,000,227.37 (per HUD report) in CDBG funds. This included rehabilitation of four (4) completed NHRP projects within the fiscal year. The County Administered Neighborhood Housing Rehabilitation Program did not expend its FFY22 allocation and there were other activities funded with CDBG Funds that were not closed out until FFY24, therefore the numbers differ. Prince William County also provided CDBG funds-for public service activity administered by a local nonprofit for street outreach, homeless outreach and Case Management to the homeless population assisting 321 extremely low-income persons and funded a public service activity administered by the County's Department of Social Services for Transportation Services for homeless population which assisted 323 extremely low-income persons. CDBG funding was provided for comprehensive housing financial counseling for approximately 300 persons, and Fair Housing funding was provided to the Prince William County Human Rights Commission to initiate and complete testing for Fair Housing discrimination, additionally Prince William County is still participating in an Intergovernmental regional

fair housing alliance along with the Council of Government (COG) to collaborate on a new, rigorous approach to furthering fair housing.

HOME -During FFY2022, Prince William County expended \$755,627 in HOME funds. This included \$101,530 in Administration funding, \$654,097 in the completion of six (6) eligible low-moderate income First-Time Homebuyer Program projects which received down payment & closing costs assistance using FY19 and FY20 HOME entitlement funds no HOME Program Income was spent in FFY22.

ESG - \$264,527.98 funds were expended in ESG funds during FFY2022, which included \$136,114.00 Operations, and \$17,014 FFY22 Administrative costs. Carry-over ESG Funds from FFY21& FFY22 equaled an amount of \$111,399.98 (\$18,943.29 Operations & \$92,456.69 Rapid Re-Housing).

CARES Act Funding – The County received funds for CARES Act Funds in FFY19 FY20. Funds were also spent in FFY21 (FY22) and FFY22 (FY23). The CDBG-CV grant totaled \$3,730,573. \$515,699.61 has been used for administration and \$1,345,653.36 has been used for non-administrative disbursements. The ESG-CV grant totaled \$2,290,107.72. Of these, \$2,263,830.05 have been committed, and \$909.394.07 have been drawn.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Countywide	100	100	Non-targeted for Low-Mod Individual Benefit and Administration

Table 4 – Identify the geographic distribution and location of investments

Narrative

During FFY 2022, much of the funding from CDBG and HOME were available for eligible funding opportunities countywide. While funds were not targeted geographically, some funds were used within CDBG Eligible areas. These are estimated to be 10 percent of funds within these areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state, and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

HOME – Matching requirements for the HOME Program are met through deferred taxes on nonprofit owned properties where HOME and CHDO funds were provided for acquisition and rehabilitation of affordable rental properties, below market rate first trust

financing through Virginia Housing (VH) Sponsoring Partnerships and Revitalizing Communities (SPARC), formally funded through the Community Homeownership Revitalization Program (CHRP).

In addition, funds provided to HOME eligible projects, reduced professional service fees, and below market rate opportunities for first-trust funding. For FFY22, OHCD was awarded \$2M through Virginia Housing Development Authority (VHDA) now referred to as Virginia Housing (VH) through their Sponsoring Partnerships and Revitalizing Communities (SPARC), formally funded through the Community Homeownership Revitalization Program (CHRP) of which \$1,140,920 was expended in FY23. SPARC Funds are a special allocation of VH financing provided to housing industry local governments and nonprofits to support special housing needs. The SPARC funding from VH allows for 1% reduction in market interest rate for first trust mortgage financing for first-time homebuyers and used in conjunction with the HOME down-payment and closing costs funding which is a second lien on the eligible properties. Eligible properties for the SPARC first trust financing were located within census tracts for communities within the Greater Prince William County Area which were identified under the Neighborhood Stabilization Program (NSP) as most affected during the foreclosure crisis. There was \$253,400 in private loan in addition to the SPARC funds spent and HOME funds provided for FFY22 HOME projects.

ESG - Recipients of ESG funds are required to provide a dollar-for-dollar match. The match must be for the specific project for which ESG funding is requested and must be received and expended within the grant year. Eligible sources of match are:

- 1) Donated Supplies: Donated goods such as clothing, furniture, equipment, etc. Include the source and an estimated value for all donated goods.
- 2) Cash Donations or Grants: Private donations or grants from foundations, nonprofits, or local, state, and federal sources. A single grant may serve as the required match.
- 3) Value of Donated Building: The fair market value of a donated building in the year that it is donated. The building must be proposed for ESG related activities and must not currently be in use for these activities. The verification should state when the building was donated and for what purpose, the current use of the building, and how long the building has been used for its current purpose. A licensed real estate salesperson, broker or licensed appraiser may be used to determine the fair market value of the property.
- 4) Rent or Lease: Rent paid for space currently used to provide services to the homeless must include the source of funds used to pay rent. The fair market rent, or lease value of a building owned by or space that is donated (rent free) to the organization is also an acceptable match resource. To document fair market value a letter from a licensed real estate salesperson, broker or licensed appraiser that specifies the location of building, square footage, value per square foot, and total lease or rent value based on 12-month occupancy.
- 5) Salaries: Any staff salary paid with general operating funds or grant funds (CDBG, United Way, etc.). The position(s) used as match must be involved in ESG related

activities and the hours utilized for match must be for hours worked for ESG related activities. For each position include the title, annual salary, percentage of time dedicated to ESG activities, source of funds and the dollar amount proposed as match.

- 6) Volunteers: Time and services contributed by volunteers, with a value not to exceed \$10.00 per hours. [Note: Volunteers providing professional services such as medical or legal services]

Table 5 – Fiscal Year Summary - HOME Match Report

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	7,215,898.21
2. Match contributed during current Federal fiscal year	74,714.47
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	7,290,612.68
4. Match liability for current Federal fiscal year	98,624.25
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	7,191,988.43

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
23-30HI-4212-01	07/26/2022						3,376.83	3,376.83
23-30HI-4212-02	08/05/2022						11,415.43	11,415.43
23-30HI-4212-03	01/06/2023						13,668.93	13,668.93
23-30HI-4212-5	05/05/2023						11,326.44	11,326.44
23-30HI-4212-06	05/25/2023						5,497.66	5,497.66
GSHF 1917 Old Post	06/30/2023		2,835.21					2,835.21
GSHF1921 Old Post	06/30/2023		2,752.13					2,752.13
GSHF Mayflower Rd	06/30/2023		3,153.02					3,153.02
GSHF Grundy Rd	06/30/2023		3,914.23					3,914.23
GSHF W.Longview	06/30/2023		4,099.70					4,099.70
GSHF Grist Mill	06/30/2023		3,150.13					3,150.13
GSHF Blue Jay	06/30/2023		3,354.92					3,354.92
GSHF Gemstone Rd	06/30/2023		3,344.29					3,344.29
GSHF Lodge Terrace	06/30/2023		2,825.55					2,825.55

Table 6 – Match Contribution for the Federal Fiscal Year

Table 7 – Program Income HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period	Amount received during reporting period	Total amount expended during reporting period	Amount expended for TBRA	Balance on hand at end of reporting period
\$1,289,926.33	588,895.00	0.00	0	\$1,878,821.33

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White NonHispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black NonHispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

	Total	Women Business Enterprises	Male
Contracts			
Dollar Amount	0	0	0
Number	0	0	0
Sub-Contracts			
Number	0	0	0
Dollar Amount	0	0	0

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White NonHispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition			
	Parcels Acquired	0	0
	Businesses Displaced	0	0
	Nonprofit Organizations Displaced	0	0
	Households Temporarily Relocated, not Displaced	0	0

Households Displaced	Total	Minority Property Enterprises				White NonHispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	27	27
Number of Non-Homeless households to be provided affordable housing units	18	10
Number of Special-Needs households to be provided affordable housing units	0	
Total	45	37

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	
Number of households supported through The Production of New Units	0	
Number of households supported through Rehab of Existing Units	10	4
Number of households supported through Acquisition of Existing Units	8	6
Total	18	10

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During FFY2022, Prince William County expended \$755,627 in HOME funds. This included \$101,530 in Administration funding, 654,097 in the completion of six (6) eligible low-moderate income First-Time Homebuyer Program projects which received down payment & closing costs assistance using FY19 and FY20 HOME entitlement funds no HOME Program Income was spent in FFY22.

OHCD implemented a new application process for submission of new applications for the First-Time Homebuying Program (FTHB) by implementing an on-line application process, using the Community Planning and development software program, which resulted in Community Development Analysts processing approximately thirty-one (31) FTHB applications which included seven (7) which are still in eligibility process, fourteen (14) denied, six (6) funded and four (4) in process of approval and/or searching for properties.

The housing market in the Northern Virginia Area continues to be a seller’s market, where sales prices and demand is still very high. With the annual increase in sales price limits with the HOME funds increases and the income limits increase there is still a very distinct gap between the actual market prices versus the allowing income and sales price limits allowed with the HOME funding.

In FFY 2022 CDBG funds were used to complete rehabilitation on four (4) low-moderate-income owner-occupied units, located within the Prince William Area during FFY2022. OHCD implemented a new application process for submission of new applications for the Neighborhood Housing Rehabilitation Program (NHRP), by implementing an on-line application process, using the Community Planning and development software program, which resulted in Community Development Analysts processing approximately 120 NHRP applications which included thirty (30) which are still in eligibility process, 78 denied NHRP Applications, ten (10) NHRP projects started in FY23 four (4) completed; six (6) projects carried over and completed in FY24 and two (2) in bidding process. Coming out of the worse of the COVID-19 Pandemic this method has been very successful, as OHCD processed during FFY22 (FY23). After COVID-19 with supply demands and difficulty in being able to obtain construction materials, the costs for rehabilitation projects have increased as a result.

Discuss how these outcomes will impact future annual action plans.

Remaining funds from FFY2022 (FY23) HOME Program will be reprogrammed during FFY2023 (FY24) as well as the program income to assist low-moderate income first-time homebuyers and Tenant Based Rental Assistance (TBRA) Vouchers.

OHCD will also be implementing a new program using HOME funds from prior year funding and program income to assist a target of twenty-three (23) families who meet the HUD definition of homeless, at-risk of homelessness, victim of domestic violence/human trafficking with tenant based rental assistance. These recipients will be provided the opportunity to participate in the Family Self-Sufficiency Program, administered through OHCD.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1	0
Low-income	3	5
Moderate-income	0	1
Total	4	6

Table 13 – Number of Households Served

Narrative Information

The County funded six (6) low-moderate income eligible first-time homebuyers during FFY 2022 with HOME funds. This included five (5) low-income and one (1) moderate income households.

CDBG funded four (4) single-family housing unit rehabs during FFY 2022. This included one (1) extremely low and three (3) low-income households. Public service activity administered by a local non-profit for street outreach, case management to the homeless assisted 321 extremely low-income persons, Homeless Outreach and Case Management for homeless population, additionally CDBG funding was provided to the County's Department of Social Services to provide transportation for the homeless and served 323 extremely low-income and comprehensive housing financial counseling for approximately 300 persons. Fair Housing funding in the amount of \$30,000 was provided to the Prince William County Human Rights Commission to initiate and complete testing for Fair Housing discrimination, additionally Prince William County is still participating in an Intergovernmental regional fair housing alliance along with the Council of Government (COG) to collaborate on a new, rigorous approach to furthering fair housing.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The County provided funds to Streetlight Outreach Ministries, who provided outreach to 321 extremely low-income homeless persons, particularly assisting high barrier clients providing a Case Manager who conducted street/campsite outreach designed to provide essential services necessary to reach out to unsheltered homeless persons for the purpose of connecting unsheltered homeless people with emergency shelter, housing, or critical services; and to provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. The County also provided funds to the County's Department of Social Services (DSS) who provided homeless persons transportation services for 323 extremely low-income homeless individuals from the streets to a local shelter with available space from an established pick-up site or by appointment from the individual's current location. Also provide transportation between shelters or to and from medical clinics, detoxification facilities, public assistance offices, other local service providers and any other transportation needs for the individuals as needed for those identified as homeless. The County also works closely with the Continuum of Care and homeless service providers in their outreach activities throughout the year. The Dawson Beach Transitional Housing Program continues to provide its program of assisting those families referred from local shelters who are in good standing, meeting the programs income requirements as well as other eligibility criteria. OHCD has implemented along with other financial and educational program opportunities for the families a seventeen-week required "Choices" a life skill program designed to assist with creating a sustainable home and work toward self-sufficiency. Each Participant who successfully complete the training program is provided a "Certificate of Completion" along with a graduation ceremony.

Addressing the emergency shelter and transitional housing needs of homeless persons

The County funded two programs for FFY2021 involving the expansion of the number of beds for emergency shelter and supportive housing. The County used CDBG funds to fund the Dawson Beach Transitional Housing Program to provide transitional housing beds for 11 persons, in its' seven-unit facility. The funds also provided emergency shelter access for 291 persons in the Prince William County Ferlazzo Homeless Shelter/Homeless Navigation Center East Shelter, The Hilda Barg Homeless Shelter. Both shelters are administered by Prince William County Department of Social Services. In addition, operation funding helped support two additional homeless facilities, administered by Prince William County nonprofit(s) (ACTS (95 and NVFS 268) that provided services for 363

persons. The Office of Housing and Community Development was able to provide funding to assist 665 extremely low-income homeless persons with emergency and transitional housing needs during FFY22 (FY23).

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

For FFY 2022 (FY23), the County funded two Prince William County homeless facilities ACTS, Inc. and NVFS with Rapid Re-Housing funding which served 42 persons, to avoid entering, or shortening the length of, homelessness. Both ACTS, Inc. and NVFS were provided an extension of their FY21 and FY22 ESG Grant Agreements to expend their carry-over funds in the amount of \$111,399.98, with all prior year funds being expended in FY23. The County also funded shelter operation activities for FFY2022 (FY23), including agency support to support homeless service organization that provide Rapid Re-Housing activities. These agencies provide supportive services to help families achieve self-sufficiency. For FFY22 (FY23) there were \$50,013.04 of carry-over funds for Rapid Re-Housing for both ACTS and NVFS, to be spent in FFY23 (FY24).

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

In addition to funding rapid re-housing, the County utilized CDBG and ESG to fund services to prevent the return to homelessness, where funds were also provided for case management through ESG and CDBG funds to help meet the needs of homeless households through homeless transition housing.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Prince William County does not have any public housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Prince William County does not have any public housing.

Actions taken to provide assistance to troubled PHAs

Prince William County Office of Housing and Community Development (OHCD) did not use any CDBG, HOME or ESG to assist OHCD's Public Housing Agency.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Prince William County along with the Prince William County Board of County Supervisors has worked together to address and reduce the effects of public policy on affordable housing developments over the past few years. On December 13, 2022, the Prince William County Board of County Supervisors approved a major update to the County's Comprehensive Plan, which guides the future growth, redevelopment, and preservation of the County as well as investments in future public infrastructure through the year 2040, which included for the first time a "Housing" Chapter. OHCD is working with the County's Planning Office who has identified and contracted with a consultant to assist in the task of preparing both an "Incentive Zoning" and an "Affordable Dwelling Unit Ordinance." OHCD staff and planning staff have attended many webinars and discussions with other agencies within the Northern Virginia Area that have designed and are implementing their Affordable Dwelling Unit (ADU) programs.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The County has continued to look for new funding sources for programs that address underserved needs. Funding has been one of obstacles in providing the services needed to focus on the vast variety of issues that prevent families from breaking out of poverty and from living in the best, most affordable housing possible.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

OHCD continues to follow all policies and procedures to reduce lead-based paint hazards in any renovation or redevelopment projects.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The County has continued its efforts in conjunction with the Continuum of Care (CoC) to reduce the number of poverty-level families through the development of services needed to assist those families with educational opportunities, job growth, and life skills training through the various social service agencies operating in the county. During FFY 2022, the County funded several activities to prevent homelessness and offer supportive services to poverty-level families. These efforts include case management, and outreach.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

During this Program year the County has:

- OHCD collaborates with non-profit organizations to address community needs barriers to affordable housing and provides support to federal and non-federal funding initiatives.
- OHCD was awarded Forty (40) tenant-based rental vouchers and eleven (11) project-based rental vouchers through Virginia Department of Behavioral Health and Developmental Services (DBHDS), for a total of fifty-one (51) total rental vouchers funded through the State Rental Assistance Program (SRAP)
- Worked with private industry and other government agencies in assessing and addressing important issues that hamper housing and community development efforts.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The County has continued to coordinate planning activities with private housing and social service agencies, including participation in the Prince William County Continuum of Care (CoC) meetings, on-going development of the Continuum of Care, development and implementation of a coordinated entry system and enumeration of point-in-time and homeless surveys. The County's Homeless Service Division has collaboratively with other CoC members implemented the "Padmission" which is a housing search resource for homeless service providers and landlords to register and utilize the tool to help quickly move literally homeless individuals and families into housing. County OHCD staff also participates as a member of the Program Analysis and Ranking (PAR) Committee of the CoC and continues its participation in other coalitions and study groups as the opportunity arises. OHCD staff also attends and participates in monthly CM Serving Homeless monthly meetings.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

In 2014, Prince William County created a Fair Housing Plan based on the 2014 Analysis of Impediments to Fair Housing. This report identified five broad impediments to fair housing. OHCD completed a review in FFY22 of the Fair Housing Plan and it was determined that there was no change to these identified impediments and OHCD would continue to address these needs:

1. Housing affordability
2. Overlapping areas of racially and ethnically concentrated poverty, segregation, and limited access to community assets
3. Lower-income Latino and Asian households demonstrate greater housing needs
4. Discrimination in the provision of housing

5. Lending practices limit the access of African American and Latino households

Fair Housing

Some of the Outreach Activities include:

- OHCD is still participating in a regional fair housing alliance along with the Council of Government (COG) to collaborate on a new, rigorous approach to furthering fair housing and to address the aims of the 1968 Fair Housing Act to end discrimination and racial segregation in our communities. Through this regional partnership OHCD is participating to complete a fair housing plan that addresses both local and regional challenges and goals to further fair housing. HUD has encouraged this collaborative approach, providing technical assistance from Enterprise Community Partners beginning in 2019 to support the effort.
- OHCD provided funding to the Prince William County Human Rights Agency to conduct Fair Housing Testing in local Apartment complexes within Prince William County
- OHCD also participates as an Affiliate Member of Prince William Association of Realtors (PWAR)
 - Participating in affordable housing workshops, lunch and learns and Affiliate meetings providing information on all CPD programs and services provided, reaching both Realtors, Lenders, and Settlement Agencies
 - Participated in the PWAR Annual Fall Conference as an exhibitor providing an opportunity to meet, discuss and provide brochures and information on all CPD programs
- Affiliate Member of Northern Virginia Mortgage Lender's Association
 - Participated both in person and virtually in Affordable Housing Workshops and Affiliate meetings providing information on all CPD programs and services provided, reaching Lenders and Settlement Agencies in the Northern Virginia Area
- Annual Northern Virginia Housing Expo
 - OHCD provided outreach through participation in the first in-person Northern Virginia Housing Expo, since COVID-19. OHCD through this Housing Expo provided information on CPD programs and services as well as other housing market related vendors and counseling services. The virtual provision of the Housing Expo continues to be available to participants which allows for virtual visits to Exhibit Hall, Workshops provided, Home Buyer and Rental resources, Coaching and Financial Information. OHCD will continue to be a participant in the Northern Virginia Housing Expo.
- OHCD provides CPD program Information to local Lenders, Realtors and Settlement Agencies as requested both in-person and virtually providing program information.

- OHCD participated in the annual Prince William County Community Fair sponsored by the Prince William County Police Department – providing program information on all Housing programs to the community
- OHCD participated in Fair Housing Community Webinars, providing program information on all Housing programs to the attendees
- OHCD participated in Prince William County Community Outreach Pop-Ups; this outreach is initiated County Pop-ups within the County providing information from County Departments concerning the services and programs administered.
- OHCD participated in the Manassas Park City Community Services Event hosted by the Department of Housing in Manassas Park, Virginia; OHCD provided program information for all Housing programs, there were over 300 attendees for this event.
- OHCD participated in the Fairfax County Housing Symposium in learning about collaboration and regional approaches to methods of increasing affordable housing
- Provided on-going program information to real estate industry concerning affordable housing programs (First-Time Homebuyer Program and Neighborhood Housing Rehabilitation Program)
- OHCD has on staff three Spanish speaking employees to allow for better communication and housing opportunities for the Latino population
- The County website can translate program descriptions in different languages as applicable allowing for a broader availability of the programs and services within the County
- OHCD has provided the information and paper Application for the Emergency Housing Assistance Program, II (EHAP, II) (Subsistence Payments) which will be provided to all eligible households who have experienced financial hardships related to COVID-19 resulting in arrearages in mortgage, rent, Homeowner Association and/or utilities which could potentially result in eviction, foreclosure and loss of utilities causing homelessness which could spread the Coronavirus.
- Funding provided through CDBG funds to the Prince William County Virginia Cooperative Extension to provide Housing Counseling, Financial Management, and Budgeting; with classes held in both English and Spanish. All class participation is a requirement for assistance under the First-Time Homebuyer Program. Educational classes were provided virtually due to COVID-19 and are now available in hybrid form.

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

County Executive/Board of County Supervisors (BOCS)

Per the 1992 Board of County Supervisors formal resolution concerning "affordable housing", the Office of Housing and Community Development (OHCD) prepares detailed reports of all housing and community development activities for the County Executive and the Board of County Supervisors. One of the main sections of the report is ongoing Consolidated Plan development and implementation. Other sections include new proposals for funding and implementation of new housing initiatives, as well as measurable goals and objectives called "performance measures." OHCD works with the Prince William County Finance and Budgeting offices to ensure that identified performance measures are being met and where other measures are needed.

Citizen Boards

Each month at the Prince William County Housing Board meetings, Consolidated Plan related issues and progress updates are discussed as part of the regular agenda, there is citizen time allocated for any housing related guests to express any affordable housing issue. Board training is provided; on updates to federal program guidelines; and other affordable housing related topics. Community Planning and Development (CPD) management staff is present at Housing Board meetings and discusses questions concerning progress, obstacles, upcoming Consolidated Plans, events, and housing related activities. Virtual Housing Board Meetings took place due to the COVID-19 pandemic and the shutting down of government buildings in Prince William County, and meetings are now being held in person with virtual option(s).

Performance Measurement System

To establish specific targets on the road to achieving the Area goals and objectives and monitor them each year, a Performance Measurement System was developed that will be used each year with the submission of the Annual Performance Report. The Performance Measurement System includes objectives, outcomes as well as measurable outcome statements to identify how the Area is progressing towards the established objectives.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Office of Housing and Community Development will convene and conduct at least two citizen input meetings which will be as hybrid, at key times in the year. One to assess and discuss progress made on the current year's performance of the Consolidated Plan and the second to solicit input for developing the ensuing year's Action Plan. Special citizen input meetings will be held as needed for substantial amendments and/or special funding opportunities. Prior to obtaining formal approval by the Board of County Supervisors, the Office of Housing and Community Development will facilitate the convening and conduction of public hearings by the Prince William Housing Board. The meetings will take place virtually at convenient times and at accessible facilities.

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Prince William County did not have any significant changes to the Goals listed in the Consolidated Plan and FFY2022 Action Plan. The County has met or exceeded most of the goals outlined in the Consolidated Plan. These year's activities have continued to be in line with the objectives of the County's Consolidated Plan, and as a result, the County does not plan on making any significant changes.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants? No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

OHCD performed Housing Quality Standards Inspections (HQS) on forty (40) residential properties in FFY22 (FY23), which consisted of seven (7) for the FTHB Program with six (6) funded in FY23 and one carried over and funded in FY24, eleven (11) NHRP projects with four (4) funded one (1) project did not go forward, six (6) in process with completion in FFY23 (FY24). The remaining twenty-two (22) Housing Quality Standards Inspections of residential properties were conducted on properties that were acquired/rehabilitated by County non-profits with prior year HOME and CDBG Funds. These inspections are completed to enforce the deed restrictions; affordability period and to monitoring of beneficiaries. These inspections included a visual assessment/ paint stabilization of all lead hazard remediation actions for the property that was built prior to 1978.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

CHDO projects and property owners applying for HOME funds for assisted housing containing five or more housing units are advised of Affirmative Marketing requirements. As a condition of funding, a description of the project's affirmative marketing procedures must be submitted to and approved by the OHCD. During FFY 2022 (FY23) there were no CHDO activities. OHCD typically provides two years of CHDO Funds before providing competitive application process for affordable housing projects however due to the limited number of eligible CHDO's, OHCD currently has HOME CHDO unspent funds for FY18 thru FY22. Application for HOME CHDO Certifications and funding is on-going however there have been no Applicants applying for these funds. There are only two CHDO eligible non-profit housing providers in Prince William County and they have been contacted on many occasions to apply for CHDO funding, with no avail, as there is no interest. OHCD will be requesting the prior year CHDO funds except for the last two fiscal years to be reallocated to the First-Time Homebuyer Program and the newly adopted HOME Tenant-Based Rental Assistance (TBRA) Voucher program.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

Of the six (6) First Time Homebuyer (FTHB) disbursements in FFY2022; funding was used through the HOME FY19 and FY20 HOME Funds. These funds expended benefited a total

of six (6) households or 16 persons, of which five (5) households were low income (50% to 60% of AMI) and one (1) was moderate income (below 80% AMI).

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

No other actions taken.

CR-60 – ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in e-snaps
For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	PRINCE WILLIAM COUNTY
Organizational DUNS Number	003096740
EIN/TIN Number	546001531
Identify the Field Office	WASHINGTON DC
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	Prince William County CoC

ESG Contact Name

Prefix	Ms
First Name	Joan
Middle Name	S
Last Name	Duckett
Suffix	0
Title	Director of Housing

ESG Contact Address

Street Address 1	15941 Donald Curtis Drive, Suite 112
Street Address 2	0
City	Woodbridge
State	VA
ZIP Code	22191
Phone Number	703-792-7539
Extension	0
Fax Number	703-792-4978
Email Address	jduckett@pwcgov.org

ESG Secondary Contact

Prefix	
First Name	
Last Name	
Suffix	
Title	
Phone Number	
Extension	
Email Address	

2. Reporting Period—All Recipients Complete Program

Year Start Date 07/01/2022

Program Year End Date 06/30/2023

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name: Prince William County Department of Social Services

City: Woodbridge

State: VA

Zip Code: 22191, 4256

DUNS Number: 003096740

Is subrecipient a victim services provider: N

Subrecipient Organization Type: Unit of Government

ESG Subgrant or Contract Award Amount: 46,734

Subrecipient or Contractor Name: Action in Community Through Service, Inc. (ACTS)

City: Dumfries

State: VA

Zip Code: 22026, 0074

DUNS Number: 052280195

Is subrecipient a victim services provider: N

Subrecipient Organization Type: Other Non-Profit Organization

ESG Subgrant or Contract Award Amount: 73729

Subrecipient or Contractor Name: Northern Virginia Family Service

City: Oakton

State: VA

Zip Code: 22124, 2764

DUNS Number: 162818561

Is subrecipient a victim services provider: N

Subrecipient Organization Type: Other Non-Profit Organization

ESG Subgrant or Contract Award Amount: 52,576

**** CR-65 data has been replaced by the submission of a separate Sage report**

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 16 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 17 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 18 – Shelter Information

4d. Street Outreach

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 19 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 20 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	
Female	
Transgender	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 21 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	
18-24	
25 and over	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 22 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households

Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans				
Victims of Domestic Violence				
Elderly				
HIV/AIDS				
Chronically Homeless				
Persons with Disabilities:				
Severely Mentally Ill				
Chronic Substance Abuse				
Other Disability				
Total (Unduplicated if possible)				

Table 23 – Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

10. Shelter Utilization

Number of New Units - Rehabbed	0
Number of New Units - Conversion	0
Total Number of bed-nights available	325,215
Total Number of bed-nights provided	325,215
Capacity Utilization	100.00%

Table 24 – Shelter Capacity

11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

ESG outcomes measures were outlined in the Consolidated Plan to be (1) creating suitable living environments, (2) providing decent affordable housing, and (3) creating economic opportunities. Each objective also has three outcomes, (1) Availability/Accessibility, (2) Affordability, and (3) Sustainability. The following describes which of these outcome measures were met by each ESG funded project.

PWC Department of Social Services Prince William County Ferlazzo Homeless Shelter/Homeless Navigation Center East. This met the outcome measure of providing decent affordable housing, as well as availability/accessibility.

The Hilda Barg Homeless Prevention Center met creating suitable living environments and availability /accessibility.

Northern Virginia Family Service received funds for *SERVE Shelter* operations and rapid re-housing, providing decent affordable housing, as well as availability/accessibility.

The ESG Rapid Re-housing provided decent affordable housing and availability/accessibility.

ACTS received funds for *ACTS Homeless Shelter* operations and rapid re-housing, providing decent affordable housing, as well as availability/accessibility.

Dawson Beach Transitional Housing provides housing and supportive services for homeless families with children for a period of up to two (2) years, providing decent, affordable housing, case management and availability/accessibility.

PWC Department of Social Services Prince William County Ferlazzo Homeless Shelter/Homeless Navigation Center East this met the outcome measure of providing decent affordable housing, as well as availability/accessibility.

The Hilda Barg Homeless Prevention Center met creating suitable living environments and availability /accessibility.

Northern Virginia Family Service received funds for SERVE Shelter operations and rapid rehousing, providing decent affordable housing, as well as availability/accessibility.

The ESG Rapid Re-housing provided decent affordable housing and availability/ accessibility.

ACTS received funds for ACTS Homeless Shelter operations and rapid re-housing, providing decent affordable housing, as well as availability/accessibility.

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2020	2021	2022
Expenditures for Rental Assistance	0	0	0
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Prevention under Emergency Shelter Grants Program	0	0	0
Subtotal Homelessness Prevention	0	0	0

Table 25 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2020	2021	2022
Expenditures for Rental Assistance	70,240	74,706	73,729
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Assistance under Emergency Shelter Grants Program	0	0	0
Subtotal Rapid Re-Housing	70,240	74,706	

Table 26 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2020	2021	2022
Essential Services	0	0	0
Operations	137,749	137,918	136,114
Renovation	0	0	0
Major Rehab	0	0	0
Conversion	0	0	0
Subtotal	137,749	137,918	

Table 27 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2020	2021	2022
Street Outreach	0	0	0
HMIS	0	0	0
Administration	16,100	17,239	17,014

Table 28 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	2020	2021	2022
	224,089	229,863	226,857

Table 29 - Total ESG Funds Expended

11f. Match Source

	2020	2021	2022
Other Non-ESG HUD Funds	158,069	0	256,226
Other Federal Funds	992,913	1,593,819	1,835,124
State Government	317,419	225,441	302,660
Local Government	1,283,785	3,210,594	4,591,688
Private Funds	110,000	110,000	122,950
Other	108,000	384,801	64,500
Fees	0	0	0
Program Income	0	0	0
Total Match Amount	2,970,186	5,524,655	7,173,148

Table 30 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2020	2021	2022
	3,194,275	5,754,518	7,400,005

Table 31 - Total Amount of Funds Expended on ESG Activities

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,
Rockville Housing Enterprises, MD and
Metropolitan Washington Council of Governments

FOR

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

THIS AGREEMENT, entered this 28th day of October, 2020 by and among the following Participating Jurisdictions (PJs) and Public Housing Authorities (PHAs) and the Metropolitan Washington Council of Governments:

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
Metropolitan Washington Council of Governments

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

WHEREAS, The District of Columbia Housing Authority (DCHA) is a PHA that has received the “Moving to Work” designation from the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, The City of Alexandria, VA is a consolidated plan PJ with a program year start date of July 1. 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 PHA with a PHA Plan start date of _____. ARHA’s next 5-year PHA plan cycle will begin in 2021.

WHEREAS, Arlington County, VA is a consolidated plan PJ with a program year start date of July 1. Arlington County’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, Fairfax County, VA is a consolidated plan PJ with a program year start date of July 1. Fairfax County’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, The Fairfax County Redevelopment and Housing Authority (FCRHA) is a PHA that has received the “Moving to Work” designation from the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, Loudoun County, VA is a consolidated plan PJ with a program year start date of July 1. Loudoun County’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, Montgomery County, MD is a consolidated plan PJ with a program year start date of July 1. 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 PHA with a PHA Plan start date of _____. HOC’s next 5-year PHA plan cycle will begin in 2021.

WHEREAS, Prince William County, VA is a consolidated plan PJ with a program year start date of July 1. Prince William County’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, Rockville Housing Enterprises (RHE) is a PHA with a PHA Plan start date of _____. RHE’s next 5-year PHA plan cycle will begin in 2021.

WHEREAS, starting in 2017 through July 2020, the PJs and PHAs discussed collaborating on a regional fair housing study; initially, the discussion concerned a regional Assessment of Fair Housing (AFH), as was required under the 2015 Affirmatively Furthering Fair Housing Rule (2015 Rule), and then, after HUD suspended the AFH requirement of the 2015 Rule in 2018, on a regional Analysis of Impediments to Fair Housing Choice (AI), pursuant to other provisions of the 2015 Rule.

WHEREAS, in July 2020, HUD released the “Preserving Community and Neighborhood Choice” document, which repeals the 2015 Rule and the statutory obligation to affirmatively further fair housing and removes the requirement for an AFH or an AI.

WHEREAS, the PJs and PHAs remain committed to fair housing and to affirmatively furthering fair housing and wish to continue to collaborate on a regional AI (Regional AI).

WHEREAS, the PJs and PHAs wish to work with the Metropolitan Washington Council of Governments (COG) to produce a Regional AI.

NOW, THEREFORE, it is agreed among the above listed PJs and PHAs and COG that they wish to collaborate on a Regional AI using the following guidelines:

ROLES/RESPONSIBILITIES OF COG

COG, with the assistance of the PJs and PHAs, has procured a consultant (Consultant) that will facilitate and produce the Regional AI. COG will administer the contract with the Consultant and will have the Consultant produce the final Regional AI by March 1, 2022. COG will pay all funds received from PJs and/or PHAs pursuant to this Agreement to the Consultant in accordance with the milestones outlined in COG’s contract with the Consultant. COG shall ensure that the PJs and PHAs have reasonable opportunities for dialogue with the Consultant and for comment on drafts of the Regional AI.

ROLES/RESPONSIBILITIES OF PARTICIPATING JURISDICTIONS CONCERNING THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

1. The PJs and PHAs will collaborate with COG and the Consultant to complete the Regional AI and will work cooperatively and use best efforts to reach a mutually acceptable Regional AI for submission to the U.S. Department of Housing and Urban Development (HUD). The financial responsibilities of the PJs are as set forth in the table in Section 4, below.
2. PJs and PHAs will in good faith discuss the findings and recommendations of the Regional AI. No PJ or PHA will be asked to address an impediment that applies solely to another entity. PJs and PHAs will be responsible for evaluating any applicable analysis and any applicable joint goals and priorities included in the submitted Regional AI. PJs and PHAs will also be responsible for evaluating their individual analysis, goals and priorities to be included in the submitted Regional AI.
3. Within 15 business days of the date of this Agreement (Payment Date), each PJ will pay the amount provided in Section 4, below, to COG for the Regional AI, subject to each PJ’s appropriations and budget process. Following the execution of this Agreement, the PJs will receive an invoice from COG’s accounting department for their financial obligations under Section 4, below.

COG will not spend any of the contributions or issue a notice to proceed to the Consultant until COG has received all of the contributions specified in Section 4, below. On the

Payment Date, COG will notify all the PJs and PHAs as to the amounts it has received.

If any PJ fails to make its required contribution by the Payment Date, the PJs and COG will discuss how to proceed. In such event, any PJ can opt out and shall receive a refund for its contribution until the earlier of the dates when either COG has received all of the contributions specified below or the date on which the PJs and COG agree in writing on how to proceed.

4. PJs agree to pay invoices according to their own internal financial policies. Cost of the Regional AI will be divided up among each PJ as shown below (Financial Obligation).

Assessment geography	
City of Alexandria, VA	\$52,600
ARHA, VA	\$0
Arlington County, VA	\$20,000
District of Columbia	\$95,000
DCHA	\$0
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
TOTAL	\$479,600

Consultant Contract	\$	466,995
COG Fee	\$	12,605

SPECIAL CONDITIONS

1. Once the Consultant has produced the final Regional AI, then each PJ and PHA may take such steps as it deems necessary to accept, endorse, and/or approve the Regional AI as may be applicable. The PJs and PHAs that accept, endorse, and/or approve the Regional AI will coordinate the joint submission of the Regional AI to HUD.
2. This Agreement may not be assigned without prior written approval of the PJs and PHAs.
3. If any party (other than COG) 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 any other party (with copies to all other parties), the sole remedy of the party(ies) not in default is to terminate this Agreement with the defaulting party, by giving the defaulting party written notice of termination.

If COG 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 any other party (with copies to all other parties), then (1) if the PJs and PHAs, within 30 days after the end of COG's cure period, all mutually agree on a PJ or PHA to assume the Consultant contract, then (A) COG will assign the consultant contract to such PJ or PHA and pay over any remaining unspent funds from the PJs and PHAs to such new lead PJ or PHA, or (2) if the PJs and PHAs do not all timely agree on a PJ or PHA to assume the Consultant contract, then this Agreement will terminate, and COG will return any unspent PJ/PHA funds to the PJs and PHAs in the proportion of their initial contributions.

WITHDRAWAL

Any PJ or PHA may withdraw from this Agreement with 30 days' advanced notice to the other participants.

The withdrawing PJ or PHA must promptly notify the other PJs and PHAs and COG of its withdrawal from this Agreement.

The withdrawing PJ or PHA will not receive a return of its contribution unless: (a) the Consultant Contract can be modified to reflect revised financial obligations; and (b) COG and all other PJs and PHAs agree.

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 lawfully appropriated 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 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 lawfully appropriated funds for the applicable fiscal year.

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 lawful appropriation is made 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 lawfully appropriated and is lawfully available.

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

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.

NOTICE

Any notices or communications required or permitted to be given under this Agreement shall be in writing and delivered by certified mail or overnight courier. Any notice or communication shall be deemed received three (3) days after mailing by certified mail or one

(1) working day after delivery by an overnight courier. An attachment is included with this Agreement containing the Parties mailing addresses.

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.

TERM

The term of this Agreement shall be from the effective date above until August 1, 2021. In no event shall the first term of this Agreement be more than 12 months. This Agreement may be renewed via one (1) year renewal periods until the Regional AI is completed. Renewal periods are not automatic and must be approved by the appropriate governing bodies.

If any PJ or PHA elects to not renew this Agreement, it will be entitled to receive the final Regional AI as a final deliverable, and its financial contribution to the Regional AI will be considered a non-refundable payment in full.

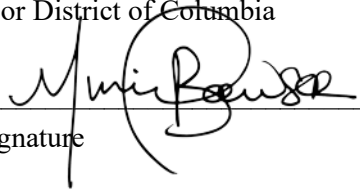
WAIVER

A PJ's or PHA's failure to act with respect to a breach by another PJ or PHA does not waive its right to act with respect to subsequent or similar breaches. The failure of the PJ or PHA 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 supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the PJs and PHAs with respect to this Agreement. Any amendment to this Agreement must be submitted to and approved by all PJs and PHAs, as well as COG.

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement effective as of the date first written above.

For District of Columbia		
	_____ Mayor Muriel Bowser	_____ 10/28/2020
Signature	Type or Print Name of Authorized Representative	Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For District of Columbia Housing Authority

Signature _____ Type or Print Name of Authorized Representative _____ Date _____


Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For City of Alexandria, VA

Mark B. Jinks, City Manager

Signature  _____ Type or Print Name of Authorized Representative _____ Date 10-23-20

Approved as to 
Christina Johnson Brown
Deputy City Attorney
Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Alexandria Housing and Redevelopment Authority

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Arlington County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Fairfax County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For District of Columbia Housing Authority

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For City of Alexandria, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Alexandria Housing and Redevelopment Authority

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Arlington County, VA

DocuSigned by:
 Mark J. Schwartz 10/2/2020

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Signature Type or Print Name of Authorized Representative Date

Approved as to Form

DocuSigned by:
 Stephen A MacIsaac 10/2/2020

Signature Type or Print Name of Authorized Representative Date

For Fairfax County, VA

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date


For Rockville Housing Enterprises


Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Metropolitan Washington Council of Governments

 Chuck Bean, Exec. Dir. 10/2/2020
Signature Type or Print Name of Authorized Representative Date

Approved as to Form
 Sharon E. Raudak, General Counsel 10/1/2020
Signature Type or Print Name of Authorized Representative Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

For District of Columbia Housing Authority

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For City of Alexandria, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Alexandria Housing and Redevelopment Authority

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Arlington County, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Fairfax County, VA


Signature Bryan J. Hill OCT 16 2020
Type or Print Name of Authorized Representative Date

Approved as to Form

Ryan A. Wolf by CAB
Signature RYAN A. WOLF by CABAILEY 10/6/20
Type or Print Name of Authorized Representative Date

For Fairfax County Redevelopment and Housing Authority, VA

Signature [Handwritten Signature] Type or Print Name of Authorized Representative Bryan J. Hill Date OCT 16 2020

Approved as to Form

Signature [Handwritten Signature] Type or Print Name of Authorized Representative RYAN A. WOLF by CABAILEY Date 10/7/20

For Loudoun County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Montgomery County, MD

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

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 _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Prince William County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Signature	Type or Print Name of Authorized Representative	Date
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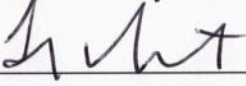
For Fairfax County Redevelopment and Housing Authority, VA

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Loudoun County, VA

	<u>Tim Hemstreet</u>	<u>09/30/2020</u>
Signature	Type or Print Name of Authorized Representative	Date

Approved as to Form

<u>Belkys de Escobar</u>	<u>Belkys Escobar, Senior Assistant County Attorney</u>	<u>9/21/20</u>
Signature	Type or Print Name of Authorized Representative	Date

For Montgomery County, MD

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Housing Opportunities Commission of Montgomery County

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Prince William County, VA

For Fairfax County Redevelopment and Housing Authority, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Loudoun County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Montgomery County, MD



10/7/2020

Signature _____ Type or Print Name of Authorized Representative _____ Date _____
MARC ELRICH, COUNTY EXECUTIVE

Approved as to Form

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 _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Prince William County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

*Approved for form and legality on behalf of Montgomery County, MD.
Vilho L. Saul, Assoc. County Attorney 10-6-20*

For Fairfax County Redevelopment and Housing Authority, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Loudoun County, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Montgomery County, MD

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

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

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For  C

Christopher E. Martino CXO

[/e>-/!-](#) [c.](#)

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

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,
Rockville Housing Enterprises, MD and
Metropolitan Washington Council of Governments

FOR

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

THIS AGREEMENT, entered this 28th day of October, 2020 by and among the following Participating Jurisdictions (PJs) and Public Housing Authorities (PHAs) and the Metropolitan Washington Council of Governments:

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
Metropolitan Washington Council of Governments

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

WHEREAS, The District of Columbia Housing Authority (DCHA) is a PHA that has received the “Moving to Work” designation from the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, The City of Alexandria, VA is a consolidated plan PJ with a program year start date of July 1. 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 PHA with a PHA Plan start date of _____. ARHA’s next 5-year PHA plan cycle will begin in 2021.

WHEREAS, Arlington County, VA is a consolidated plan PJ with a program year start date of July 1. Arlington County’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, Fairfax County, VA is a consolidated plan PJ with a program year start date of July 1. Fairfax County’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, The Fairfax County Redevelopment and Housing Authority (FCRHA) is a PHA that has received the “Moving to Work” designation from the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, Loudoun County, VA is a consolidated plan PJ with a program year start date of July 1. Loudoun County’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, Montgomery County, MD is a consolidated plan PJ with a program year start date of July 1. 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 PHA with a PHA Plan start date of _____. HOC’s next 5-year PHA plan cycle will begin in 2021.

WHEREAS, Prince William County, VA is a consolidated plan PJ with a program year start date of July 1. Prince William County’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, Rockville Housing Enterprises (RHE) is a PHA with a PHA Plan start date of _____. RHE’s next 5-year PHA plan cycle will begin in 2021.

WHEREAS, starting in 2017 through July 2020, the PJs and PHAs discussed collaborating on a regional fair housing study; initially, the discussion concerned a regional Assessment of Fair Housing (AFH), as was required under the 2015 Affirmatively Furthering Fair Housing Rule (2015 Rule), and then, after HUD suspended the AFH requirement of the 2015 Rule in 2018, on a regional Analysis of Impediments to Fair Housing Choice (AI), pursuant to other provisions of the 2015 Rule.

WHEREAS, in July 2020, HUD released the “Preserving Community and Neighborhood Choice” document, which repeals the 2015 Rule and the statutory obligation to affirmatively further fair housing and removes the requirement for an AFH or an AI.

WHEREAS, the PJs and PHAs remain committed to fair housing and to affirmatively furthering fair housing and wish to continue to collaborate on a regional AI (Regional AI).

WHEREAS, the PJs and PHAs wish to work with the Metropolitan Washington Council of Governments (COG) to produce a Regional AI.

NOW, THEREFORE, it is agreed among the above listed PJs and PHAs and COG that they wish to collaborate on a Regional AI using the following guidelines:

ROLES/RESPONSIBILITIES OF COG

COG, with the assistance of the PJs and PHAs, has procured a consultant (Consultant) that will facilitate and produce the Regional AI. COG will administer the contract with the Consultant and will have the Consultant produce the final Regional AI by March 1, 2022. COG will pay all funds received from PJs and/or PHAs pursuant to this Agreement to the Consultant in accordance with the milestones outlined in COG’s contract with the Consultant. COG shall ensure that the PJs and PHAs have reasonable opportunities for dialogue with the Consultant and for comment on drafts of the Regional AI.

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1. The PJs and PHAs will collaborate with COG and the Consultant to complete the Regional AI and will work cooperatively and use best efforts to reach a mutually acceptable Regional AI for submission to the U.S. Department of Housing and Urban Development (HUD). The financial responsibilities of the PJs are as set forth in the table in Section 4, below.
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RHE, MD	\$0
TOTAL	\$479,600

Consultant Contract	\$	466,995
COG Fee	\$	12,605

SPECIAL CONDITIONS

1. Once the Consultant has produced the final Regional AI, then each PJ and PHA may take such steps as it deems necessary to accept, endorse, and/or approve the Regional AI as may be applicable. The PJs and PHAs that accept, endorse, and/or approve the Regional AI will coordinate the joint submission of the Regional AI to HUD.

2. This Agreement may not be assigned without prior written approval of the PJs and PHAs.

3. If any party (other than COG) 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 any other party (with copies to all other parties), the sole remedy of the party(ies) not in default is to terminate this Agreement with the defaulting party, by giving the defaulting party written notice of termination.

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written notice from any other party (with copies to all other parties), then (1) if the PJs and PHAs, within 30 days after the end of COG's cure period, all mutually agree on a PJ or PHA to assume the Consultant contract, then (A) COG will assign the consultant contract to such PJ or PHA and pay over any remaining unspent funds from the PJs and PHAs to such new lead PJ or PHA, or (2) if the PJs and PHAs do not all timely agree on a PJ or PHA to assume the Consultant contract, then this Agreement will terminate, and COG will return any unspent PJ/PHA funds to the PJs and PHAs in the proportion of their initial contributions.

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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 lawfully appropriated 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 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 lawfully appropriated funds for the applicable fiscal year.

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 lawful appropriation is made 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 lawfully appropriated and is lawfully available.

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

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.

NOTICE

Any notices or communications required or permitted to be given under this Agreement shall be in writing and delivered by certified mail or overnight courier. Any notice or communication shall be deemed received three (3) days after mailing by certified mail or one

(1) working day after delivery by an overnight courier. An attachment is included with this Agreement containing the Parties mailing addresses.

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.

TERM

The term of this Agreement shall be from the effective date above until August 1, 2021. In no event shall the first term of this Agreement be more than 12 months. This Agreement may be renewed via one (1) year renewal periods until the Regional AI is completed. Renewal periods are not automatic and must be approved by the appropriate governing bodies.

If any PJ or PHA elects to not renew this Agreement, it will be entitled to receive the final Regional AI as a final deliverable, and its financial contribution to the Regional AI will be considered a non-refundable payment in full.

WAIVER

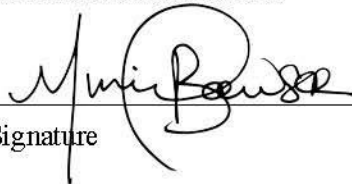
A PJ's or PHA's failure to act with respect to a breach by another PJ or PHA does not waive its right to act with respect to subsequent or similar breaches. The failure of the PJ or PHA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision, including outstanding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

ENTIRE AGREEMENT

This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the PJs and PHAs with respect to this Agreement. Any amendment to this Agreement must be submitted to and approved by all PJs and PHAs, as well as COG.

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement effective as of the date first written above.

For District of Columbia



Signature

Mayor Muriel Bowser

Type or Print Name of Authorized Representative

10/28/2020

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For District of Columbia Housing Authority


Signature _____ Type or Print Name of Authorized Representative _____ Date _____


Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For City of Alexandria, VA

Mark B. Jinks, City Manager

Signature  _____ Type or Print Name of Authorized Representative _____ Date 10-23-20

Approved as to 
Deputy City Attorney
Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Alexandria Housing and Redevelopment Authority

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Arlington County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Fairfax County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For District of Columbia Housing Authority

Signature	Type or Print Name of Authorized Representative	Date
Approved as to Form		

Signature	Type or Print Name of Authorized Representative	Date

For City of Alexandria, VA

Signature	Type or Print Name of Authorized Representative	Date
Approved as to Form		

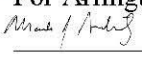
Signature	Type or Print Name of Authorized Representative	Date

For Alexandria Housing and Redevelopment Authority

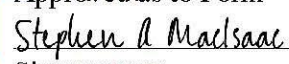
Signature	Type or Print Name of Authorized Representative	Date
Approved as to Form		

Signature	Type or Print Name of Authorized Representative	Date

For Arlington County, VA

	Mark J. Schwartz	10/2/2020
Signature	Type or Print Name of Authorized Representative	Date

Approved as to Form

	Stephen A MacIsaac	10/2/2020
Signature	Type or Print Name of Authorized Representative	Date

For Fairfax County, VA

Signature	Type or Print Name of Authorized Representative	Date
Approved as to Form		

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date


For Rockville Housing Enterprises

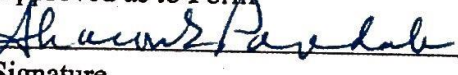
Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Metropolitan Washington Council of Governments


Signature Chad Bean, Exec. Dir. Type or Print Name of Authorized Representative 10/2/2020 Date

Approved as to Form

Signature Shavon E. Raudah, General Counsel Type or Print Name of Authorized Representative 10/1/2020 Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

For District of Columbia Housing Authority

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For City of Alexandria, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Alexandria Housing and Redevelopment Authority

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Arlington County, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Fairfax County, VA


Signature Bryan J. Hill OCT 16 2020
Type or Print Name of Authorized Representative Date

Approved as to Form

Ryan A. Wolf by CAB
Signature RYAN A. WOLF by CABAILEY 10/6/20
Type or Print Name of Authorized Representative Date

For Fairfax County Redevelopment and Housing Authority, VA

Signature [Handwritten Signature] Type or Print Name of Authorized Representative Bryan J. Hill Date OCT 16 2020

Approved as to Form

Signature [Handwritten Signature] Type or Print Name of Authorized Representative RYAN A. WOLF by CABAILEY Date 10/7/20

For Loudoun County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Montgomery County, MD

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

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 _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Prince William County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Signature	Type or Print Name of Authorized Representative	Date
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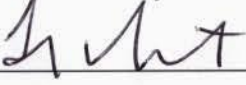
For Fairfax County Redevelopment and Housing Authority, VA

Signature	Type or Print Name of Authorized Representative	Date
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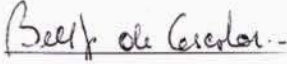
Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Loudoun County, VA

	<u>Tim Hemstreet</u>	<u>09/30/2020</u>
Signature	Type or Print Name of Authorized Representative	Date

Approved as to Form

	<u>Belkys Escobar, Senior Assistant County Attorney</u>	<u>9/21/20</u>
Signature	Type or Print Name of Authorized Representative	Date

For Montgomery County, MD

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Housing Opportunities Commission of Montgomery County

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Prince William County, VA

For Fairfax County Redevelopment and Housing Authority, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Loudoun County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Montgomery County, MD



10/7/2020



Signature _____ Type or Print Name of Authorized Representative _____ Date _____
MARC ELRICH, COUNTY EXECUTIVE

Approved as to Form

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 _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Prince William County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved for form and legality on behalf of Montgomery County, MD.
Vilho L. Paul, Assoc. County Attorney 10-6-20

For Fairfax County Redevelopment and Housing Authority, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Loudoun County, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Montgomery County, MD

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

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

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Prince William County, VA


Signature Christopher E. Martino CXO Date 10-13-2020

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

**FIRST AMENDMENT TO THE
INTERGOVERNMENTAL COLLABORATION AGREEMENT**

FOR

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

THIS FIRST AMENDMENT, entered this 29th day of July, 2021 (“Effective Date”) by and among the below undersigned Participating Jurisdictions (“PJs”) and Public Housing Authorities (“PHAs”), as well as, the Metropolitan Washington Council of Governments (“COG”, together with the PJs and PHAs, the “Parties”);

WITNESSETH:

WHEREAS, the Parties entered into the Intergovernmental Collaboration Agreement (“Agreement”) on October 28th 2020; and

WHEREAS, the term of the Agreement expires on August 1, 2021, and the Parties wish to extend the term of the Agreement for an additional year; and

WHEREAS, the City of Gaithersburg seeks to join the Agreement and to pay an appropriate contribution for the cost of the Regional AI once it has met all city requirements for participation.


NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained herein and in the Agreement, the parties do mutually agree as follows:

1. The Term of the Agreement shall be extended to August 1, 2022.
2. The City of Gaithersburg is added to the Agreement as a PJ.
3. The Financial Obligation for the City of Gaithersburg shall be \$25,000.00 and shall be payable to COG for the Regional AI within 15 business days of the Effective Date.
4. The Financial Obligation of each other party shall be unaffected by the addition of the City of Gaithersburg as a PJ. COG represents and warrants that adding the City of Gaithersburg as a PJ shall not affect the Consultant’s schedule for delivering the Regional AI.
5. Capitalized terms not otherwise defined herein shall have the meanings given such term in the Agreement.
6. Subject to the above amendments, all terms, covenants, conditions, agreements, and stipulations of the Agreement shall remain in full force.

7. The Parties agree that if any of the terms and conditions contained herein contradict any of the terms and conditions of the Agreement, the terms and conditions contained in this First Amendment shall prevail.

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement effective as of the date first written above.

For District of Columbia

 _____
Signature Type or Print Name of Authorized Representative Date
_____ Mayor Muriel Bowser _____ 7/29/21

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For District of Columbia Housing Authority

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For City of Alexandria, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Alexandria Housing and Redevelopment Authority

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

Anne R. Hollander *Anne R. Hollander*
Senior Assistant Attorney General 7/29/21
Signature Legal Counsel Division Type or Print Name of Authorized Representative Date
Office of the Attorney General for the District of Columbia

For District of Columbia Housing Authority

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For City of Alexandria, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Alexandria Housing and Redevelopment Authority

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Arlington County, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Fairfax County, VA

Signature Type or Print Name of Authorized Representative Date

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement effective as of the date first written above.

For District of Columbia

Signature Type or Print Name of Authorized Representative Da

Approved as to Form

Signature Type or Print Name of Authorized Representative Da


For District of Columbia Housing Authority

Signature Type or Print Name of Authorized Representative Da


Approved as to Form

Signature Type or Print Name of Authorized Representative Da

For City of Alexandria, VA


Signature Emily Baker, Deputy City Manager Type or Print Name of Authorized Representative 7 Da

Approved as to Form


Signature Christina Zechman Brown, Deputy City Attorney Type or Print Name of Authorized Representative 7/ Da

For Alexandria Housing and Redevelopment Authority

Signature Type or Print Name of Authorized Representative Da

Approved as to Form

Signature Type or Print Name of Authorized Representative Da

DocuSigned by:
For Arlington County, VA
Mark Schwartz
3B97A255DD9741F...

Mark Schwartz

7/26/2021

Signature

Type or Print Name of Authorized Representative

Date

DocuSigned by:
Approved as to Form
Minh Chau Corr
E84AACFCC1EA400...

Minh Chau Corr

7/26/2021

Signature

Type or Print Name of Authorized Representative

Date

For Fairfax County, VA

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For Fairfax County Redevelopment and Housing Authority, VA

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For Loudoun County, VA

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form


For Arlington County, VA

Signature Type or Print Name of Authorized Representative Date

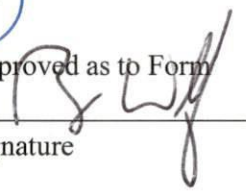
Approved as to Form

Signature Type or Print Name of Authorized Representative Date

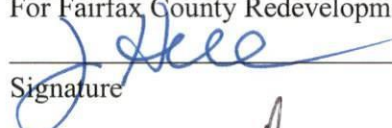
For Fairfax County, VA


Signature Bryan J. Hill Type or Print Name of Authorized Representative JUL 13 2021 Date

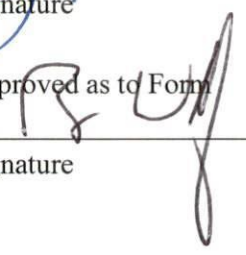
Approved as to Form


Signature Ryan Wolf Type or Print Name of Authorized Representative 7-12-21 Date

For Fairfax County Redevelopment and Housing Authority, VA


Signature Bryan J. Hill Type or Print Name of Authorized Representative JUL 13 2021 Date

Approved as to Form


Signature Ryan Wolf Type or Print Name of Authorized Representative 7-12-21 Date

For Loudoun County, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Arlington County, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Fairfax County, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

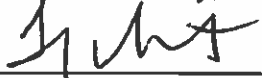
For Fairfax County Redevelopment and Housing Authority, VA

Signature Type or Print Name of Authorized Representative Date

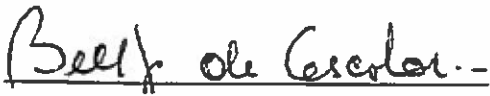
Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Loudoun County, VA


Signature Tim Hemstreet, Loudoun County Administrator 7/15/2021
Type or Print Name of Authorized Representative Date

Approved as to Form


Signature Belkys Escobar, Senior Assistant County Attorney 7/12/2021
Type or Print Name of Authorized Representative Date

For Montgomery County, MD

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

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

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For Prince William County, VA

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For Rockville Housing Enterprises

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For Montgomery County, MD

Signature Type or Print Name of Authorized Representative Date

Approved as to Form


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

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Prince William County, VA

Signature Christopher E. Martino, County Executive 7-27-2021
Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Jeffrey Notz 7/29/2021
Type or Print Name of Authorized Representative Date

For Rockville Housing Enterprises

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Arlington County, VA

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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Approved as to Form

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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For Fairfax County, VA

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
--------------------	--	---------------

Approved as to Form

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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For Fairfax County Redevelopment and Housing Authority, VA

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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Approved as to Form

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
--------------------	--	---------------

For Loudoun County, VA

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
--------------------	--	---------------

Approved as to Form

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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DocuSign Envelope ID: 37F026D6-E207-4F84-A113-609DE8F41852

For City of Gaithersburg, MD

Tanisha Briley
96695A65FBE94E0...

Tanisha Briley

07/09/2021 | 12:42 PM EDT

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Frank Johnson
DDB0DCA1D9234D2...

Frank Johnson 07

/09/2021 |

12:11 PM EDT

Signature

Type or Print Name of Authorized Representative

Date

For Metropolitan Washington Council of Governments

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

For City of Gaithersburg, MD

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For Metropolitan Washington Council of Governments



Signature

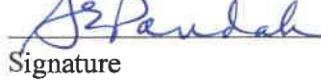
Chuck Bean

Type or Print Name of Authorized Representative

7/27/2021

Date

Approved as to Form



Signature

General Counsel

Type or Print Name of Authorized Representative

7/27/2021

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

**SECOND AMENDMENT TO THE
INTERGOVERNMENTAL COLLABORATION AGREEMENT**

FOR

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

THIS SECOND AMENDMENT, entered this 31st day of July 2022 (“Effective Date”) by and among the below undersigned Participating Jurisdictions (“PJs”) and Public Housing Authorities (“PHAs”), as well as the Metropolitan Washington Council of Governments (“COG”, together with the PJs and PHAs, the “Parties”).

WITNESSETH:

WHEREAS the Parties entered into the Intergovernmental Collaboration Agreement (“Agreement”) on October 28th, 2020, and subsequently entered into a First Amendment to the Intergovernmental Collaboration Agreement (“First Amendment”) on July 29, 2021; and

WHEREAS, the term of the First Amendment expires on August 1, 2022, and the Parties wish to extend the term of the Agreement for an additional year; and

WHEREAS the Parties wish to extend the term of the Agreement to permit them to continue to work to further fair housing and to collaborate on a Regional AI.


NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained herein and, in the Agreement, as amended, the Parties do mutually agree as follows:

1. The Term of the Agreement shall be extended to August 1, 2023.
2. Subject to the above amendment, all terms, covenants, conditions, agreements, and stipulations of the Agreement shall remain in full force.
3. Capitalized terms not otherwise defined herein shall have the meanings given such term in the Agreement.
4. The Parties agree that if any of the terms and conditions contained herein contradict any of the terms and conditions of the Agreement or the terms and conditions of the First Amendment, the terms and conditions contained in this Second Amendment shall prevail.

IN WITNESS WHEREOF, the Parties’ authorized representatives have executed this Agreement effective as of the date first written above.

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement effective as of the date first written above.

For District of Columbia

 _____ Mayor Muriel Bowser _____ 7/27/22
Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For District of Columbia Housing Authority

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For City of Alexandria, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Alexandria Housing and Redevelopment Authority

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

Signature

Type or Print Name of Authorized Representative

Date

For Loudoun County, VA

For Arlington County, VA

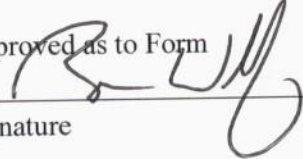
Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

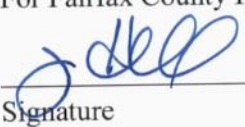
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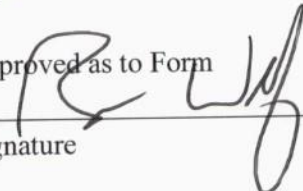
For Fairfax County, VA

 _____ Bryan J. Hill County Executive 6/16/22
Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form _____
 _____ Ryan W. F. Assistant County Attorney 6-15-22
Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Fairfax County Redevelopment and Housing Authority, VA

 _____ Bryan J. Hill Secretary 6/16/22
Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form _____
 _____ Ryan W. F. Assistant County Attorney 6-15-22
Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For Loudoun County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

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For Fairfax County, VA

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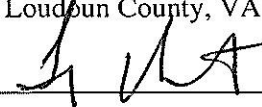
For Fairfax County Redevelopment and Housing Authority, VA

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For Loudoun County, VA

	<u>Tim Hemstreet, County Administrator</u>	<u>6/7/2022</u>
Signature	Type or Print Name of Authorized Representative	Date

Approved as to Form

	<u>Belkys Escobar, Deputy County Attorney</u>	<u>6-03-22</u>
Signature	Type or Print Name of Authorized Representative	Date

For Montgomery County, MD

Signature	Type or Print Name of Authorized Representative	Date
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For Arlington County, VA

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Fairfax County, VA

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For Fairfax County Redevelopment and Housing Authority, VA

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For Loudoun County, VA

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For Montgomery County, MD

	Marc Elrich	
Signature	Type or Print Name of Authorized Representative	Date

Approved as to Form

Signature

[Handwritten Signature]

Vickie L Bawl

Type or Print Name of Authorized Representative

6-6-22

Date

For Housing Opportunities Commission of Montgomery County

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For Prince William County, VA

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For Rockville Housing Enterprises

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For City of Gaithersburg, MD

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

**THIRD AMENDMENT TO THE
INTERGOVERNMENTAL COLLABORATION AGREEMENT**

FOR

**THE 2022-2026 METROPOLITAN WASHINGTON REGIONAL ANALYSIS OF
IMPEDIMENTS TO FAIR HOUSING**

THIS THIRD AMENDMENT to the Intergovernmental Collaboration Agreement, entered this 31st day of July, 2023 (“Effective Date”) by and among the undersigned Participating Jurisdictions (“PJs”) and Public Housing Authorities (“PHAs”), as well as the Metropolitan Washington Council of Governments (“COG”), together with the PJs and PHAs (the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into the Intergovernmental Collaboration Agreement (“Agreement”) on October 28, 2020, and subsequently entered into a First Amendment to the Agreement (“First Amendment”) on July 29, 2021, and entered into a Second Amendment to the Agreement (“Second Amendment”) on July 31, 2022; and

WHEREAS, the term of the Second Amendment expires on August 1, 2023, and the Parties wish to extend the term of the Agreement for an additional year so that they may continue to work to further fair housing and to collaborate on a Regional Analysis of Impediments to Fair Housing Choice.

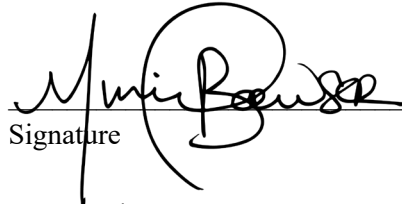
NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained herein, and in the Agreement, as amended, the Parties mutually agree as follows:

1. The Term of the Agreement shall be extended to August 1, 2024.
2. Subject to this Third Amendment, all terms, covenants, conditions, agreements, and stipulations of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties’ authorized representatives have executed this Third Amendment to the Agreement effective as of the date first written above.

Signatures begin on the next page.

For District of Columbia



Signature

Muriel M. Bowser, Mayor

Type or Print Name of Authorized Representative

7/31/23

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For District of Columbia Housing Authority

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For City of Alexandria, VA

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For Alexandria Housing and Redevelopment Authority

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For Fairfax County, VA

Signature

Type or Print Name of Authorized Representative

Date

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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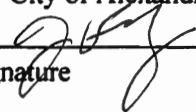
For District of Columbia Housing Authority

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For City of Alexandria, VA

	James F. Parajon, City Manager	5/16/23
Signature	Type or Print Name of Authorized Representative	Date

Approved as to Form

	Christina Zechman Brown, Deputy City Attorney	5/16/23
Signature	Type or Print Name of Authorized Representative	Date

For Alexandria Housing and Redevelopment Authority

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Arlington County, VA

Signature	Type or Print Name of Authorized Representative	Date
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For Arlington County, VA

<u>Mark Schwartz</u> Signature	<u>Mark Schwartz</u> Type or Print Name of Authorized Representative	<u>7/21/2023</u> Date
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Approved as to Form

<u>Minh Chau Corr</u> Signature	<u>Minh Chau Corr</u> Type or Print Name of Authorized Representative	<u>7/21/2023</u> Date
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For Fairfax County, VA

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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Approved as to Form

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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For Fairfax County Redevelopment and Housing Authority, VA

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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Approved as to Form

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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For Loudoun County, VA

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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Approved as to Form

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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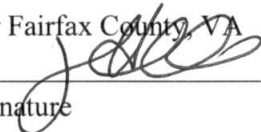
For Arlington County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

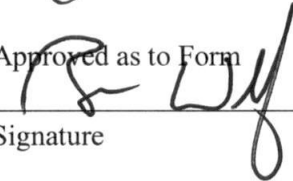
Approved as to Form

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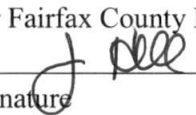
For Fairfax County, VA

 Signature _____ Bryan J. Hill, County Executive Type or Print Name of Authorized Representative _____ 7/26/2023 Date _____

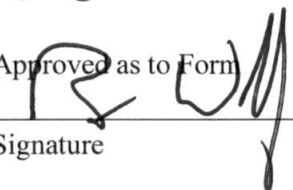
Approved as to Form

 Signature _____ Ryan Wolf, Assistant County Attorney Type or Print Name of Authorized Representative _____ 7-25-23 Date _____

For Fairfax County Redevelopment and Housing Authority, VA

 Signature _____ Bryan J. Hill, Secretary Type or Print Name of Authorized Representative _____ 7/26/2023 Date _____

Approved as to Form

 Signature _____ Ryan Wolf, Assistant County Attorney Type or Print Name of Authorized Representative _____ 7-25-23 Date _____

For Loudoun County, VA

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date _____

For City of Gaithersburg, MD

DocuSigned by:
Tanisha Briley
96695A65FBE94E0...
Signature _____ Tanisha Briley, City Manager _____ July 3, 2023 | 7:55 AM EDT
Type or Print Name of Authorized Representative Date

Approved as to Form

DocuSigned by:
Lynn Board
E1A3B428215E42A...
Signature _____ Lynn Board, City Attorney _____ June 30, 2023 | 2:28 PM EDT
Type or Print Name of Authorized Representative Date

For Metropolitan Washington Council of Governments

Signature _____ Type or Print Name of Authorized Representative _____ Date

Approved as to Form

Signature _____ Type or Print Name of Authorized Representative _____ Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

For Arlington County, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Fairfax County, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Fairfax County Redevelopment and Housing Authority, VA

Signature Type or Print Name of Authorized Representative Date

Approved as to Form

Signature Type or Print Name of Authorized Representative Date

For Loudoun County, VA

[Signature]
Signature Tim Henstreet
Type or Print Name of Authorized Representative 7/19/2023
Date

Approved as to Form

Betty de Escobar
Signature Betty Escobar, DEPUTY COUNTY ATTORNEY
Type or Print Name of Authorized Representative 7/3/23
Date

For Montgomery County, MD


Signature

YAAKOV (TAKI) WEISSMAN
Type or Print Name of Authorized Representative
Marc Elrich, County Executive

7/18/20
Date

Approved as to Form

Signature

NICKIE L GAUL, Assoc County Attorney
Type or Print Name of Authorized Representative

7-14-23
Date

For Housing Opportunities Commission of Montgomery County

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For Prince William County, VA

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For Rockville Housing Enterprises

Signature

Type or Print Name of Authorized Representative

Date

Approved as to Form

Signature

Type or Print Name of Authorized Representative

Date

For Montgomery County, MD

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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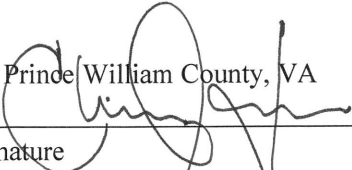
For Housing Opportunities Commission of Montgomery County

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Prince William County, VA

	Christopher Shorter	7.24.23
Signature	Type or Print Name of Authorized Representative	Date

Approved as to Form

	County Attorney	7/24/23
Signature	Type or Print Name of Authorized Representative	Date

For Rockville Housing Enterprises

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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2023

**FAIR HOUSING
TESTING REPORT**

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The County’s Role in Challenging Housing Bias.....	1
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INTRODUCTION

Fair Housing Management Consultants (“FHMC”) entered into a contract with the Northern Virginia Regional Commission on March 8, 2022 to provide testing services to Prince William County. The testing services are set forth in the Project Work Plan of the contract. Sixty (60) rental tests were conducted in accordance with that contract at apartment complexes located in various zip codes in Prince William County. Oversight of the testing project was maintained by the staff of the Human Right Commission (“Staff”). Appendix A sets forth the testing sites. However, the test sites set forth in Appendix A are not listed in the actual order in which they were tested.

THE COUNTY’S ROLE IN CHALLENGING HOUSING BIAS

The legal authority for a local government’s role in challenging discriminatory housing practices was established by the United States Supreme Court’s decision in *Gladstone Realtors v. Village of Bellwood*, 441 U.S. 91 (1979). This decision affirmed that a local government has standing to challenge racially discriminatory housing practices under Title VIII of the Civil Rights Act of 1968, the Fair Housing Act.

FAIR HOUSING TESTING

Tester corroboration has become an accepted investigative tool used by administrative agencies at all levels to enforce fair housing laws. In 1982, the United States Supreme Court stated that, under certain circumstances, testers have the right to sue under the federal Fair Housing Act. *Havens Realty Corp. v. Coleman*, 455 U.S. 363 (1982).

Testing is a method to determine whether or not a home seeker is treated differently in his or her search for housing. A person’s race, for example, would be an impermissible factor

in denying an opportunity to rent an apartment. Testers in housing discrimination cases have been defined as “individuals who, without an intent to rent or purchase a home or apartment, pose as renters or purchasers for the purpose of collecting evidence of unlawful discriminatory housing practices.” *Havens Realty Corp. v. Coleman*, 455 U.S. 363, 373 (1982). The experiences of testers are used to compare the treatment of one home seeker (protected class) to another (non-protected class). In this context, testing measures the difference in treatment afforded a home seeker as determined by the information and services provided by property management firms, rental agents, and others.

FEDERAL, STATE AND COUNTY FAIR HOUSING LAWS

The federal Fair Housing Act outlaws discrimination in renting or purchasing a home or financing a home mortgage based on race, color, religion, national origin and sex. The federal law was amended in 1988 to include familial status and handicap as protected classes.

The Virginia Fair Housing Law mirrors the federal law and contains the additional protected class of elderliness, sexual orientation, gender identity, source of funds and status as a veteran. The United States Department of Housing and Urban Development (“HUD”) is authorized to review local and state fair housing laws to make a determination of whether these laws contain rights and remedies for alleged discriminatory housing practices that are substantially equivalent to those provided in the federal law. Once a local or state enforcement agency has been certified, HUD will refer complaints of housing discrimination to the certified agency for investigation and resolution. HUD has made a determination that the Virginia Fair Housing Law is substantially equivalent to the federal law.

The Prince William County fair housing ordinance contains the additional protected classes of age and marital status. The County ordinance does not provide the same remedial relief as provided under both the federal and state Fair Housing Laws.

LEGAL PRECEDENTS ESTABLISHING HOUSING BIAS

The courts have established two ways of proving housing discrimination. Discriminatory housing practices are defined below.

- * Disparate (Unequal) Treatment - Evidence of disparate treatment occurs when a housing provider treats home seekers differently, for example, on the basis of their race. Fair housing testing is designed to uncover disparate treatment. This is the most common evidence uncovered by fair housing testing.
- * Adverse Impact - Evidence of adverse impact occurs when housing providers have policies, practices or procedures that, for example, disproportionately limit the ability of protected class members to obtain housing. If the effect of such a policy, practice or procedure adversely impacts members of a protected class, it would violate the fair housing laws.

DEVELOPMENT OF A COUNTY-WIDE TESTING EFFORT

A total of sixty rental tests were conducted at apartment complexes located in various zip codes in Prince William County. Thirty (30) tests were conducted at apartment complexes based on race (Black/White testers) and thirty (30) tests were conducted at apartment complexes based on national origin (Hispanic/White testers). All of the apartment complexes tested contained over 100 units. There was an aggregate of 23,680 units for all the apartment complexes tested.

A master testing schedule was developed, a tester pool was established and training was undertaken on March 17, 2022. Testing began on March 20th and concluded on March 29th, 2023. The testing results are discussed in Analysis section of this report.

Testing Site and Characteristics Assignments

As previously discussed, the purpose of testing in the Prince William County testing project was to determine how Black and Hispanic testers were treated at apartment complexes located in the County. This is done by pairing two testers who are matched as equally as possible to each other except for the material factors of race and national origin. The characteristics that relate to the rental qualification processes were matched as closely as practical for each tester. This included matching, for example, the income, employment background and prior housing history of the testers.

It is important to minimize, as much as possible, variables that are extraneous to what is being tested (differences in treatment based on race and national origin). Generally, it is necessary for testers to assume characteristics other than their own. Testers are, in fact, playing a role during the test.

The Site Visitation Assignment Form

Site Visitation Assignment Forms were developed for each of the 60 tests. This form indicates the type of housing that the tester is looking for (two-bedroom apartment and the move-in date for example). The form also indicates the tester characteristics that are required for the completion of the test, for example, income and prior housing history. Slightly superior qualifications were assigned to the protected class testers (Black and Hispanic testers) to assist in determining whether differences were the result of the tester's status as a member of a protected class. Personal characteristics, for example, the sex and marital status of the testers were also matched. Also, all testers were instructed to inquire about rent specials when visiting the rental office. A rent special, for example, could range from a waiver of the security deposit to one month's free rent.

The testers were sent to the same apartment complex on the same day, usually 1 to 2 hours apart. Generally, the testers were instructed to have the protected class tester visit the rental office first followed thereafter by their teammate. The tester teams were assigned to express interest in renting the same type of apartment and move-in date. In the race and national origin tests, both members of the tester teams posed as being married with no children and stated that they were looking for a two-bedroom apartment for April 15, 2023.

Tester Training

All testers were required to attend a training session. FHMC conducted a training session on March 17, 2023. Pretest training serves to enhance the credibility of the testing process and diminish the likelihood of deviation from controlled factors. Testers are oriented as to what is expected of them when conducting a test. Tester training included instruction in the following areas: (a) brief discussion of federal, state and local fair housing laws; (b) what testing is; (c) playing the role of a tester; (d) conducting the test and (e) the debriefing process. These, of course, were not the only components of the training, but were critical to the process of preparing the testers.

The training also provided an opportunity to thoroughly familiarize the testers with all of the testing forms. The training also emphasized the importance of timeliness in the completion of the forms in order to insure the validity of the testing process.

Debriefing Process

The testers were generally debriefed each day after completing their assigned tests by the contractor, FHMC. The debriefing interview is a mechanism to ensure that the testing experience is being reported accurately and objectively. During the debriefing interview FHMC carefully reviewed the Tester Report Form with each tester. Particular attention was given to the

narrative portion of the form. Any corrections and additions to the report form are made by the testers during the debriefing session. Each member of the tester team was debriefed separately. Debriefing each tester separately maintains the confidentiality and objectivity of the testing results.

ANALYSIS OF TEST RESULTS

Each test was analyzed individually to ascertain if there were any differences in treatment accorded, for example, to the Hispanic and White members of the tester team. The tester teams were assembled based on the protected class sought to be tested along with a visibly matched team apparent to the housing provider upon meeting each team member. Because the nature of housing discrimination is often subtle, care was given to insure that the matching tester teams looked to the provider as the same in every material way except for the protected-class status being tested, race and national origin.

Rather than categorizing one aspect of the test as showing a difference in treatment, the tests were analyzed as a whole to put the totality of treatment afforded to each tester in context. By doing so, the variables looked for would be clear and, if no variation in treatment existed, such conclusions would be equally clear.

It is important to note that, because the rental tests did not include having the testers complete a rental application or participate in the subsequent qualification process at any of the apartment complexes tested, the tests could only measure the initial contact the testers experienced in the leasing office. The tests were designed to measure differences in treatment based on the availability of a two-bedroom apartment unit requested by the testers and the corresponding treatment concerning the issue of availability received by the testers. Thus, while this aspect of testing is critical in understanding how persons are treated at the initial stage of

home seeking, it cannot tell the complete story of how individuals are processed and what their ultimate treatment will be. Notwithstanding, experience dictates that the initial contact with and treatment by a housing provider are often where most problems arise when it comes to housing bias. Thus, initial experiences in ascertaining availability remain important factors in determining if housing bias is practiced.

Review of the Test Results

A review of the rental tests in the most recent battery of testing showed that there were no differences in treatment found in either the race or national origin tests.

A review of the rental tests paints a picture of a tight housing market which is consistent with local and national trends. The tests were structured to have each tester team request a two-bedroom apartment with a move-in date of April 15, 2023 when visiting the rental office. For one third of the sixty rental tests conducted, both tester teams were told that no two-bedroom apartments were available on the April 15 move-in date requested by the testers. Specifically, twenty (20) of the sixty (60) rental tests conducted had no vacancies for the requested move-in date (April 15th). In six of these twenty tests the tester teams were told a two-bedroom apartment would be available on May 15th, after the move-in date requested. In fourteen of the twenty tests the tester teams were told that a two-bedroom apartment would be not be available until June or July.

As previously noted, the testers were instructed to inquire about rent specials when visiting the rental office. The testing results showed that all tester teams were told about rent specials for a two-bedroom apartment in six of the sixty rental tests. The rent specials included, for example, an offer by three apartment complexes that if a two-bedroom unit was rented within a time frame ranging from 48 to 72 hours, the first month's rent would be free. Other rent

specials included a reduction in the security deposit and amenity fees. In two tests both tester teams were told that a rent special was only available for a one-bedroom apartment rental. In past testing cycles, more numerous and generous types of rent specials were more common. The low number of rent specials offered to the tester teams in this testing cycle also appears to be consistent with a tight housing market.

NOTES

African Americans and Hispanics comprise approximately 45% of the Prince William population. No other minority group approaches their demographics in the County. Therefore, testing these two major minority groups allows the County to extrapolate how 45% of its population would be treated under fair housing laws. We would undoubtedly test other protected classes if we had indications or had concerns brought to our attention about issues with other protected classes.

For the same reasons testing housing complexes of over 100 units gives us two advantages. First, vacancies are more likely to be available, particularly in tight housing markets. Second, we could reasonably extrapolate that in a complex of 100 units or more, members of these two protected classes residing in these apartment complexes would be treated similarly to the testers. In this case, all complexes' aggregate number of units was 23680.

Fair housing testing has two significant objectives. First, the enforcement of fair housing laws. Second, preventing discrimination. Knowing that Prince William County tests regularly keeps landlords focused on compliance and the importance of training their employees about fair housing laws to avoid non-compliance issues.

Fair housing testing has its limitations. It only tests how a tester is treated by rental agents when seeking a particular size apartment for a specific date. Testers can not sign rental contracts or applications. The test is limited to the interactions between rental agents and testers.

The testing sites were randomly selected by zip code among the apartment complexes with more than 100 units. The consultant used a list submitted by the County's demographer. The list was updated and supplemented by an internet search of apartment complexes with over 100 units in Prince William County.

APPENDIX A

APARTMENT COMPLEXES TESTED IN PRINCE WILLIAM COUNTY

(Sites are not listed in the order that they were tested)

Apartment Complexes	Zip Code	Apartment Complexes	Zip Codes
Orchard Glen Apartments	20109	Westgate Apartments	20109
Corverstone 1	20109	Ravens Crest Apartments	20109
Amberton Apartments	20109	Soldier Ridge Apartments	20109
Coverstone IV	20109	Barrington Apartments	20109
The Fields of Manassas	20109	TGM Bull Run Apartments	20109
TGM Ridge Apartments	20109		
Arcadia Run	20109		
Abberly Avera Manassas	20109		
Sunnygate Village Apartments	20109		
Masons Keep Apartments	20109		
TGM Sudley Crossing	20109		
Woodburn Apartments	20109		
Assembly Manassas	20109		
Marque @Heritage Hunt Apts.	20155		
Sommerville Farms Town Apartments	20155		
Orchard Bridge Apartments	20111		
The Elms @ Signal Station Apts.	20111		
Maplewood Park Apartments	20111		
The Regency	20109		
Somerset Point Apartments	20155		
Ashton Glen Apartments	20109		

This project was made possible by a generous grant from the United States Department of Housing and Urban Development through the Prince William County Office of Housing and Community Development.



**PRINCE
WILLIAM**
— COUNTY

PRINCE WILLIAM — Human Rights

15941 Donald Curtis Dr., Suite 125
Woodbridge, VA 22191
703-792-4680 (TTY:711)
pwhrc@pwcgov.org

pwcva.gov/humanrights



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System
 PR26 - CDBG Financial Summary Report
 Program Year 2022
 PRINCE WILLIAM COUNTY , VA

DATE: 08-22-23
 TIME: 8:27
 PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	2,636,075.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	268,370.53
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,904,445.53

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,623,314.32
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,623,314.32
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	376,913.05
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	2,000,227.37
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	904,218.16

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,623,314.32
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	1,623,314.32
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	196,631.87
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	196,631.87
32 ENTITLEMENT GRANT	2,636,075.00
33 PRIOR YEAR PROGRAM INCOME	541,144.72
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	3,177,219.72
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	6.19%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	376,913.05
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	376,913.05
42 ENTITLEMENT GRANT	2,636,075.00
43 CURRENT YEAR PROGRAM INCOME	268,370.53
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	2,904,445.53
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	12.98%



PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	3,730,573.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL CDBG-CV FUNDS AWARDED	3,730,573.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,345,653.36
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	515,699.61
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	1,861,352.97
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	1,869,220.03

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,345,653.36
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	1,345,653.36
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	1,345,653.36
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	1,345,653.36
17 CDBG-CV GRANT	3,730,573.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	36.07%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	515,699.61
20 CDBG-CV GRANT	3,730,573.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	13.82%



LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	14	1257	6480448	Emergency Housing Assistance Program	05Q	LMC	\$887,104.22
			6506818	Emergency Housing Assistance Program	05Q	LMC	\$314,109.09
			6566185	Emergency Housing Assistance Program	05Q	LMC	\$72,592.69
			6585313	Emergency Housing Assistance Program	05Q	LMC	\$7,120.90
			6637368	Emergency Housing Assistance Program	05Q	LMC	\$11,039.17
			6770921	Emergency Housing Assistance Program	05Q	LMC	\$53,687.29
Total							\$1,345,653.36

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	14	1257	6480448	Emergency Housing Assistance Program	05Q	LMC	\$887,104.22
			6506818	Emergency Housing Assistance Program	05Q	LMC	\$314,109.09
			6566185	Emergency Housing Assistance Program	05Q	LMC	\$72,592.69
			6585313	Emergency Housing Assistance Program	05Q	LMC	\$7,120.90
			6637368	Emergency Housing Assistance Program	05Q	LMC	\$11,039.17
			6770921	Emergency Housing Assistance Program	05Q	LMC	\$53,687.29
Total							\$1,345,653.36

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	14	1258	6512003	EHAP Administration	21A		\$185,299.32
			6531107	EHAP Administration	21A		\$240,283.38
			6665699	EHAP Administration	21A		\$71,192.66
			6770921	EHAP Administration	21A		\$11,960.76
			6794745	EHAP Administration	21A		\$6,963.49
Total							\$515,699.61



**Prince William Area
Consolidated Plan Performance Report for
FFY2022 (FY23) &
Citizen Input Annual Action Plan FY2025**

Public Information Meeting



Public Information Meetings will be held to receive comments on the Prince William Area FFY2022 (FY23) Consolidated Annual Performance and Evaluation Report (CAPER) and to solicit input from citizens on the development of the Annual Action Plan FY2025.

Join the meeting on August 30, 2023, at 10:00 A.M. from the meeting link

<https://pwc-doit.webex.com/pwc-doit/j.php?MTID=m876b5905636ec30c39d57451aa807273>

1-202-860-2110 Meeting number (access code): 2300 981 6411

Meeting password: vaCz7VRqG87

Copies of the FY22 CAPER will be made available for review on or about **August 25, 2023**, at the Prince William County Library branches (Potomac, Chinn, Bull Run, Central, Montclair and Haymarket/Gainesville), Manassas City, Community Development; Manassas Park, Department of Community Services; Sudley North Government Center (Dept. of Social Services), McCoart Complex (Information Desk) and Dr. A. J. Ferlazzo Building (Office of Housing and Community Development). In addition, the document can also be accessed through the internet at www.pwcgov.org/housing

Non-English-speaking residents and citizens with speech, sight, or hearing impairments who wish to review the documents or comment at the public meetings should contact the Prince William County Office of Housing & Community Development five days in advance at 703-792-7531. Virginia Relay enables people who are deaf, hard of hearing, deaf/blind, or have difficulty speaking to communicate by TTY (text telephone) or another assistive telephone device with anyone who uses a standard phone. Anyone can make a Virginia Relay call by dialing 7-1-1. Each request will be considered individually according to the type of assistance required, the availability of resources, and the financial ability of the County to provide accommodation.

Written comments on the FY23 CAPER or input into Annual Action Plan FY2025 may be submitted for the record **until 5:00 p.m. September 8, 2023**. Written comments should be addressed to the attention of: Joan S. Duckett, Director of Housing, Office of Housing and Community Development, Dr. A. J. Ferlazzo Building, 15941 Donald Curtis Drive, Suite 112, Woodbridge, VA 22191-4291 or you can e-mail your comments to jduckett@pwcgov.org.

