

MOTION:

**September 22, 2020
Regular Meeting**

SECOND:

Res. No. 20-

RE:

ENTER INTERGOVERNMENTAL COLLABORATION AGREEMENT FOR THE 2021-2025 METROPOLITAN WASHINGTON REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

ACTION:

WHEREAS, The Fair Housing Act, passed on April 11, 1968, in the wake of the assassination of Reverend Dr. Martin Luther King, Jr., prohibits discrimination concerning the sale, rental, and financing of housing based on race, color, religion, national origin, sex, (and as amended) disability, and family status. The Fair Housing Act is designed not only to prevent discrimination, but also to reverse patterns of residential segregation; and

WHEREAS, Since 1994, cities, counties, and states that receive federal funds through the United States Department of Housing and Urban Development (HUD) have complied with the Fair Housing Act through the "Analysis of Impediments to Fair Housing Choice." In 2000, the United States Government Accountability Office reported that "HUD needs to enhance its requirements and oversight of jurisdictions fair housing plans." The result was a revised federal rule making process, completed in 2015, called the Affirmatively Furthering Fair Housing (AFFH) rule.; and

WHEREAS, In 2017, local governments in metropolitan Washington, with their Public Housing Authority (PHA) partners, came together 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; and

WHEREAS, In 2018, HUD suspended the 2015 AFFH rule. At that time, COG member governments, which receive entitlement funding from HUD and their Public Housing Authority partners, affirmed their prior decision in 2017 to collaborate 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; and

WHEREAS, On July 23, 2020, HUD rescinded the 2015 rule and replaced it with the "Preserving Neighborhood and Community Choice" rule. The now-rescinded rule requires local jurisdictions to evaluate their data within a larger geographical context, demonstrating that housing markets and jurisdictional borders do not always neatly correspond; and

WHEREAS, COG remains committed to gathering and examining data for patterns of racial bias and segregation, engaging communities and those impacted by fair housing choice, creating a plan for concrete actions at the local level, and undoing past patterns of residential segregation regionwide; and

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WHEREAS, The District of Columbia will serve as the lead entity of the collaboration and will be responsible for submitting the Regional Analysis of Impediments(AI) on behalf of all the collaborating participating jurisdictions and Public Housing Authorities.; and

WHEREAS, COG will procure a consultant that will facilitate the creation of the Regional Analysis of Impediments (AI). COG will be responsible for paying the consultant with the pass-through funds it receives from the participating jurisdictions. The amounts charged to each participating jurisdiction is based upon a percentage of the federal Community Planning and Development (CDBG) administrative funds each jurisdiction receives from the Department of Housing and Urban Development (HUD);

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby enters into the Intergovernmental Collaboration Agreement for the 2021-2025 Metropolitan Washington Regional Analysis of Impediments, to Fair Housing with the payment from the County's federal Community Development Block Grant administrative funds;

BE IT FUTHER RESOLVED that the Prince William Board of County Supervisors authorizes the County Executive, or his designee, to sign all related documents.

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

For Information:

Director Office of Housing and Community Development

ATTEST: _____
Clerk to the Board



STAFF REPORT

Board Meeting Date:	September 22, 2020
Agenda Title:	Enter Intergovernmental Collaboration Agreement for the 2021-2025 Metropolitan Washington Regional Analysis of Impediments to Fair Housing
Requested Action:	Approve resolution and Intergovernmental Collaboration Agreement.
Department / Agency Lead:	Office of Housing and Community Development
Staff Lead:	Billy J. Lake, Director

EXECUTIVE SUMMARY

Since 1994, cities, counties, and states that receive federal funds through the U.S. Department of Housing and Urban Development (HUD) have complied with the Fair Housing Act through the “Analysis of Impediments to Fair Housing Choice.” In 2000, the U.S. Government Accountability Office reported that “HUD needs to enhance its requirements and oversight of jurisdictions’ fair housing plans.” The result was a revised federal rule making process, completed in 2015 called the Affirmatively Furthering Fair Housing (AFFH) rule.

In 2017, local governments in metropolitan Washington, with their Public Housing Authority (PHA) partners, came together to collaborate with the Council of Government (COG) 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.

On July 23, 2020, HUD rescinded the 2015 rule and replaced it with the “Preserving Neighborhood and Community Choice” rule. The now-rescinded rule requires local jurisdictions to evaluate their data within a larger geographical context, demonstrating that housing markets and jurisdictional borders do not always neatly correspond.

Therefore, COG remains committed to gathering and examining data for patterns of racial bias and segregation, engaging communities and those impacted by fair housing choice, creating a plan for concrete actions at the local level, and undoing past patterns of residential segregation regionwide.

COG will procure a consultant that will facilitate the creation of the Regional Analysis of Impediment (AI). COG will be responsible for paying the consultant with the pass-through funds it receives from the participating jurisdictions and request Prince William County to enter into the Intergovernmental Collaboration Agreement for the 2021-2025 Metropolitan Washington Regional Analysis of Impediments to Fair Housing.

BACKGROUND

The Fair Housing Act, passed on April 11, 1968, in the wake of the assassination of Reverend Dr. Martin Luther King, Jr., prohibits discrimination concerning the sale, rental, and financing of housing based on race, color, religion, national origin, sex, (and as amended) disability, and family status. The Fair Housing Act is designed not only to prevent discrimination, but also to reverse patterns of residential segregation.

Since 1994, cities, counties, and states that receive federal funds through the U.S. Department of Housing and Urban Development (HUD) have complied with the Fair Housing Act through the "Analysis of Impediments to Fair Housing Choice." In 2000, the U.S. Government Accountability Office reported that "HUD needs to enhance its requirements and oversight of jurisdictions' fair housing plans." The result was a revised federal rule making process, completed in 2015 called the Affirmatively Furthering Fair Housing (AFFH) rule.

In 2017, local governments in metropolitan Washington, with their Public Housing Authority (PHA) partners, came together to collaborate with the Council of Government (COG) 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.

In 2018, HUD suspended the 2015 AFFH rule. At that time, COG member governments which receive entitlement funding from HUD and their Public Housing Authority partners affirmed their prior decision in 2017 to collaborate 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.

On July 23, 2020, HUD rescinded the 2015 rule and replaced it with the "Preserving Neighborhood and Community Choice" rule. The now-rescinded rule requires local jurisdictions to evaluate their data within a larger geographical context, demonstrating that housing markets and jurisdictional borders do not always neatly correspond.

Therefore, COG remains committed to gathering and examining data for patterns of racial bias and segregation, engaging communities and those impacted by fair housing choice, creating a plan for concrete actions at the local level, and undoing past patterns of residential segregation regionwide.

The participating jurisdictions include the following:

- 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

COG will procure a consultant that will facilitate the creation of the Regional Analysis of Impediment (AI). COG will be responsible for paying the consultant with the pass-through funds it receives from the participating Jurisdictions. The amounts charged to each participating jurisdictions is based upon a percentage of the federal Community Planning and Development (CDBG) funds each jurisdiction receives from the Department of Housing and Urban Development (HUD) The amount charged is listed below.

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

The District of Columbia will serve as the lead entity of the collaboration and will be responsible for submitting the Regional AI on behalf of all the collaborating Participating Jurisdictions and Public Housing Authorities. This regional fair housing plan, the first in more than twenty years, is expected to be completed in May of 2021.

STAFF RECOMMENDATION

It is the recommendation of staff that the Board of County Supervisors (BOCS) enters into the Intergovernmental Collaboration Agreement for the 2021-2025 Metropolitan Washington Regional Analysis of Impediments to Fair Housing with the payment from the County's federal Community Development Block Grant (CDBG) administrative funds.

Service Level / Policy Impact

Service Level will not be impacted.

Fiscal Impact

No County General Funds will be obligated by the County by approving these items. All expenditures will be from federal Community Development Block Grant (CDBG) administrative funds.

Legal Impact

The Intergovernmental Collaborative Agreement with COG is not a HUD Mandate, as the HUD rule was rescinded on July 23, 2020. The Draft Agreement has been reviewed by County Attorney Office. The Board has the legal authority to enter into the Agreement.

STAFF CONTACT INFORMATION

Billy J. Lake | (703) 792-7939
blake@pwcgov.org

ATTACHMENT

- Intergovernmental Collaboration Agreement for the 2021-2025 Metropolitan Washington Regional Analysis of Impediments to Fair Housing

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 ____ day of _____, 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 [REDACTED]. 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 Country 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 [REDACTED]. 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 [REDACTED]. 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 [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). Invoices shall be paid during the current fiscal year.

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 can, 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 cannot 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 appropriated by the Congress of the United States (the "Congress") and are lawfully available for the purpose committed. Thus, pursuant to the Anti-Deficiency Acts, nothing in this Agreement creates an obligation of the District in anticipation of an appropriation by Congress for such purpose, and the District's legal liability

for the payment of any amount under this Agreement does not and may not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

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

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

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

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

SEVERABILITY

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

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

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

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 and Fairfax 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
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For Prince William 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 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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For Metropolitan Washington Council of Governments

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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APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____