

**Special Meeting of Commissioners
Charlottesville Redevelopment and Housing Authority
January 14, 2016
Basement Conference Room, City Hall
Special Session – 7:00 P.M.**

Agenda

- I. Call to Order
- II. Roll Call of Commissioners
- III. Motion for Closed Session – *For personnel matters related to the open position of Executive Director, as authorized by Section 2.2-3711(A) (1) of the Code of Virginia.*
- IV. Resume Open Meeting
- V. Resolution #1348, Appointing Acting Director of Finance and Administration
- VI. Resolution #1349, Authorizing Interagency Agreement With the Alexandria Redevelopment and Housing Authority for Operations Management Services
- XI. Other Business
- XII. Adjournment

RESOLUTION NO. #1348

**RESOLUTION APPOINTING
ACTING DIRECTOR OF FINANCE AND ADMINISTRATION**

WHEREAS, the position of Executive Director of the Charlottesville Redevelopment and Housing Authority (“CRHA”) is currently vacant; and

WHEREAS, certain functions of the Executive Director are essential to the daily functioning of CRHA; and

WHEREAS, Director of Finance Robin Munson is qualified to perform these functions, and it is in the best interests of CRHA, its employees, and residents, that Ms. Munson be authorized to do so until such time as an Executive Director assumes office; and

WHEREAS, Ms. Munson has expressed a willingness to accept these additional responsibilities on an interim basis; and

WHEREAS, CRHA intends to compensate Ms. Munson for these additional responsibilities in accordance with CRHA’s applicable personnel policies and procedures;

NOW, THEREFORE BE IT RESOLVED by the Commissioners of the Charlottesville Redevelopment and Housing Authority hereby appoints Ms. Robin Munson as CRHA’s Acting Director of Finance and Administration, and in addition to the regular duties of the CRHA Director of Finance, authorizes Ms. Munson to do the following on behalf of CRHA:

1) Direct and manage CRHA’s staff, including staff at various sites within CRHA’s jurisdiction, and hire, promote, reorganize, discipline, and, if necessary, terminate staff pursuant to and in compliance with CRHA personnel policies and procedures, all applicable federal and state laws and within the parameters of CRHA’s budget, and with substantial organizational changes subject to the guidance and support of the CRHA Board and the On-Site Coordinator to be provided by the Alexandria Redevelopment and Housing Authority pursuant to CRHA’s contract for Operation Management Services;

2) Serve as Contracting Officer for CRHA, pursuant to CHRA’s Procurement Policy and applicable state and federal law;

3) Sign legally binding documents on behalf of CRHA;

4) Serve as Acting Secretary to the CRHA Board of Commissioners; and

5) Make determinations and exercise discretion reserved for the Executive Director under any existing CRHA administrative policy, including but not limited to, CRHA’s ACOP, HCV/Section 8 Administrative Plan, Employee and Resident Grievance Policies, Procurement Policy, Personnel Policies, etc., as necessary to ensure the daily functioning of CRHA;

until such time as an Executive Director appointed by the CRHA Board assumes office, at which time Ms. Munson will automatically resume service in her permanent position as CRHA's Director of Finance. In recognition and appreciation for accepting these additional responsibilities, the CRHA Board authorizes and directs that Ms. Munson receive bonus pay in the amount of ____% of her normal salary for the duration of this appointment.

Adopted this 14th day of January, 2016.

Julie Jones, Chair

Robin Munson, Acting Secretary

RESOLUTION NO. #1349

**RESOLUTION AUTHORIZING INTERAGENCY AGREEMENT WITH THE
ALEXANDRIA REDEVELOPMENT AND HOUSING AUTHORITY FOR
OPERATIONS MANAGEMENT SERVICES**

WHEREAS, the Charlottesville Redevelopment and Housing Authority (“CRHA”), has determined that it has a need for services related to the management of CRHA operations; and

WHEREAS, the Alexandria Redevelopment and Housing Authority (“ARHA”), a public entity, has represented and appears to possess the knowledge, qualifications, and experience necessary to provide said management services to CRHA; and

WHEREAS, ARHA is a public entity, an agreement with which is not subject to the competitive procurement process; and

WHEREAS, CRHA has determined that it is in the best interests of CRHA, its employees, and residents, to do so, CRHA desires to enter into the attached interagency Agreement with ARHA for the provision of said management services; and

WHEREAS, CRHA finds it appropriate to authorize the expenditure of CRHA’s Capital Funds for this purpose, and further finds it appropriate to authorize the expenditure of CRHA’s Unrestricted Funds for this purpose only to the extent that Capital Funds cannot be used as the source of funds for this expenditure for any reason;

NOW, THEREFORE BE IT RESOLVED by the Commissioners of the Charlottesville Redevelopment and Housing Authority hereby authorizes the Acting Director of Finance and Administration to execute the attached Agreement, modified by CRHA’s attorney as necessary for execution, compensation for which shall be on a time and materials basis in an amount not to exceed \$75,000, the source of funds for which shall be CHRA’s Capital Funds, unless CRHA’s Capital Funds cannot be used as the source of funds for this expenditure for any reason, then CRHA’s Unrestricted Funds shall be the source of funds; and to sign all contracts and other documents necessary to accomplish this transaction, subject to the approval of CRHA’s attorney.

Adopted this 14th day of January, 2016.

Julie Jones, Chair

Robin Munson, Acting Secretary

**INTERAGENCY AGREEMENT FOR MANAGEMENT SERVICES
BY AND BETWEEN
THE CHARLOTTESVILLE REDEVELOPMENT & HOUSING AUTHORITY
AND
THE ALEXANDRIA REDEVELOPMENT & HOUSING AUTHORITY**

THIS INTERAGENCY AGREEMENT is made this ___ day of _____, 2016 by and between the Charlottesville Redevelopment & Housing Authority (the "CRHA"), and the Alexandria Redevelopment and Housing Authority ("ARHA"); both of which are political subdivisions of the Commonwealth of Virginia.

WITNESSETH:

WHEREAS, CRHA is a public housing authority providing affordable housing to residents of the City of Charlottesville pursuant to the Virginia Housing Authorities Law, Chapter 1, Title 36, Code of Virginia of 1950, as amended; and

WHEREAS, ARHA is a public housing authority providing affordable housing to the residents of the City of Alexandria pursuant to the Virginia Housing Authorities Law, Chapter 1, Title 36, Code of Virginia of 1950, as amended; and

WHEREAS, CRHA owns and operates developments and properties in the City of Charlottesville ("the Charlottesville developments"); and

WHEREAS, ARHA owns and operates developments and properties in the City of Alexandria ("the Alexandria developments"); and

WHEREAS, the CRHA and the ARHA are desirous of maintaining their separate organizational identities, Boards of Commissioners as well as administrative policies and procedures; and

WHEREAS, ARHA has agreed to provide assistance to CRHA in the management of operations with respect to the aforementioned Charlottesville developments and such work is more specifically described in the schedule attached hereto and incorporated herein by reference (the "Work"); and

WHEREAS, CRHA and ARHA do each desire to set forth the terms and conditions pursuant to which ARHA will perform the Work;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CRHA and ARHA do hereby agree as set forth herein below.

Article 1 – Employee Sharing Arrangement

Section 1.1 – CRHA and ARHA Sharing

ARHA agrees to share their employees and consultants in order to perform the Work, and for consideration of which CRHA shall pay ARHA for providing the services in accordance with the costs set for in **Schedule B**, incorporated by reference and attached hereto. Any costs not specifically set forth in Schedule B shall be agreed upon in advance by the parties and set forth in a Task Order issued by CRHA.

Article 2 – Scope of Services – the Work

Section 2.1 – The Work Plans

ARHA shall perform the Work as described in **Schedule A**, incorporated by reference and attached hereto. The parties agree that the Work may be revised, amended, increased or reduced from time to time as necessary. Anticipated tasks include areas where ARHA may provide cost savings and efficiencies to the operations of CRHA,

as well as utilizing administrative resources to create development opportunities.

Section 2.2 – Reimbursable Expenses and Rate of Reimbursement

A. In the performance of the Work, the parties shall designate certain of its staff personnel to perform tasks as necessary and required. The parties agree that ARHA will be reimbursed for the performance of the Work, as follows: the performing party shall be reimbursed for the direct cost of its employees, as set forth in Schedule B, utilized to perform the Work or any portion thereof, and for the cost of services by other third parties in connection herewith on a cost plus basis.

B. Total reimbursements pursuant to Subsection A above shall not exceed the following amount, unless this amount is amended pursuant to Section 5.8 of this Agreement:

\$75,000.00

C. ARHA shall begin the specific tasks detailed in Schedule A immediately upon execution of this Agreement, but shall not begin any additional work (other than that already detailed in Schedule A) without the receipt of a completed Task Order from the authorized CRHA representative. This Task Order may take the form of an e-mail.

D. To receive payment for services rendered pursuant to this Agreement ARHA shall submit a fully completed monthly invoice for work previously performed to:

Charlottesville Redevelopment and Housing Authority
Attention: LeAnn Arthur
Accountant
605 East Main Street, Room A040
P.O. Box 1405
Charlottesville, VA 22902

CRHA will pay each such properly completed invoice received on a Net/30 basis.

Section 2.3 – Audit and Records

The parties shall maintain, with respect to the Work and the Developments, such books, records, documents, reports and other evidentiary materials in accordance with generally accepted accounting practices and procedures to properly account for all costs incurred for the performance of their services pursuant to this Agreement, all of which shall be subject at all reasonable times to inspection and audit by either party or any authorized representative.

Article 3 - Agreement Term

Section 3.1 – Agreement Term

This Agreement shall be effective as of the date of execution of this Agreement, and shall end on the 31st day of March, 2016, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this Agreement.

Section 3.2 – Termination of Agreement for Convenience

Either party may at any time, terminate this Agreement for convenience upon fifteen (15) days prior written notice to the other party ("Termination for Convenience"). Upon such Termination for Convenience, the parties shall be entitled to compensation for the services performed prior to termination, plus reimbursable expenses incurred in connection with said termination.

Article 4 – Relationship of the Parties

Section 4.1 – Relationship of the Parties

A. ARHA covenants with the CRHA to perform the Work pursuant to this Agreement to the satisfaction of the CRHA, within the care and skill a contractor would exercise under similar conditions; to cooperate with CRHA, and such other contractors as CRHA may retain; to exercise ARHA's skill and judgment in furthering the interests of the CRHA; to furnish efficient business administration and supervision; and to perform the Work in an expeditious and economical manner consistent with the CRHA's interests. The CRHA agrees to furnish and approve, in a timely manner, information required by ARHA and to make payments to the ARHA in accordance with the requirements of this Agreement.

B. It is the intent of the parties hereto that ARHA shall be legally considered as an independent contractor, that neither it nor its employees shall, under any circumstances, be considered servants or agents of the CRHA, and that the CRHA shall be at no time legally responsible for any negligence or intentional wrongdoing on the part of ARHA its servants or agents, resulting in either bodily injury to any person or property damage to any individual, firm, or corporation.

C. To the extent permitted by law, each party to this Agreement agrees to protect, defend, indemnify and hold the other party, its officers, officials, employees and agents free and harmless from any and all liabilities, losses, penalties, damages, expenses or liabilities of every kind, nature and character relating to the performance of this Agreement except for any damages arising from the gross negligence or willful misrepresentation of one of the parties, its officers, officials, employees or agents. Nothing in this paragraph is intended as a waiver of the sovereign immunity of either party.

Article 5 – General Conditions

Section 5.1 – Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the Work and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

Section 5.2 – Governing Law and Venue

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that Charlottesville, Virginia is the appropriate forum for any action relating to this Agreement.

Section 5.3 - Confidentiality.

ARHA, in connection with performing services hereunder, will have access to or may be provided certain confidential information concerning the CRHA, including, but not limited to information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of CRHA or any other information which a reasonable person could conclude should remain confidential (collectively Confidential Information). ARHA acknowledges that this information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence.

Section 5.4 – Notices and Demands

Any notice or demand permitted or required under this Agreement to be given or served by either of the parties hereto or upon the other party hereto shall be made in writing and shall be signed in the name of the party giving or serving same. Notice shall be effective upon mailing, and shall be made as follows:

If to ARHA: Alexandria Redevelopment & Housing Authority
401 Wythe Street
Alexandria, Virginia 22314
Attention: Roy Priest
With a copy to: Connie Staudinger

If to CRHA: Charlottesville Redevelopment & Housing Authority
PO Box 1405
Charlottesville, VA 22902
Attention: Robin Munson

Section 5.5 – Severability

If any of the provisions of this Agreement shall be held or deemed inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering any other provision herein contained invalid to any extent whatever and the invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions.

Section 5.6 – Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. ARHA shall not assign, transfer, convey or otherwise dispose of any or all its right, title or interest in this Contract, without the prior written consent of the CRHA.

Section 5.7 – Modifications and Amendments

This Agreement may not be modified except in writing executed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written hereinabove.

Connie Saundings
[Signature]

ALEXANDRIA REDEVELOPMENT & HOUSING
AUTHORITY

By: [Signature]
Roy O. Priest
Chief Executive Officer

CHARLOTTESVILLE REDEVELOPMENT &
HOUSING AUTHORITY

By: _____
Robin Munson
Acting Director of Finance and Administration

Approved as to form:

By: _____
Andrew A. Gore
Attorney for CRHA

SCHEDULE A

The Work

At the present time, the CRHA is conducting a search for an Executive Director and is in need of management services for the transition period and a recovery plan. ARHA will assist CRHA in developing a recovery plan. The recovery plan contains several elements of which the ARHA is uniquely qualified to assist the CRHA with completion, and is intended to correct certain deficiencies identified by HUD and others, bring management requirements current and stabilize the operations in order to assist the new Executive Director. As such, the ARHA agrees to perform some of these elements to be set out in a recovery plan. Upon completion of the recovery plan, task orders will be issued for implementation

ARHA will augment CRHA staff with staff from ARHA, and consultants procured by ARHA, depending on the area of expertise needed. The scope of work ("Work") that follows is not intended to capture every task but to be representative of certain tasks that will need to occur in the support of CRHA during the transition period between Executive Directors. Representative tasks shall include:

- a. Review of budgets and analysis of fungibility methodology.
- b. Evaluation and recommendations for Asset Management Project (AMP) structuring.
- c. Cataloging of financial resources (direct and indirect).
- d. To furnish an employee 2 days a week or as necessary to act as an On-Site Coordinator until such time as the Executive Director is replaced.
- e. Support for the transition from Elite to Yardi financial management software; including but not limited to the input of financial data, Asset Management and Housing Choice Voucher (HCV) data.
- f. Provide quality control and additional support to finalize and input data prior to year end. This support would include support for Asset Management and HCV staff, including but not limited to Property Management and Inspector staff.
- g. Evaluation of organizational development as it relates to the budget and recommendation on restructuring if applicable.

SCHEDULE B

The Personnel

The parties agree that this list of personnel is not exclusive for the term of the agreement and may be revised, amended, increased or reduced from time to time as necessary. Anticipated work items may include areas where ARHA may provide cost savings and efficiencies to the operations of CRHA, as well as utilizing administrative resources to create development opportunities.

- On-site coordination and administrative oversight, including assistance with human resources needs, will be provided for the sole purpose of assisting CRHA personnel in the conduct of the day-to-day operations. The ARHA anticipates that this time will be limited to sixteen (16) hours weekly and no more than 70 hours monthly at fully loaded rate of \$98.00 per hour.
- Administrative oversight will be provided by ARHA CEO **Roy Priest** for the sole purpose of overseeing ARHA personnel assigned to complete tasks for CRHA. The ARHA anticipates that this time will be limited to no more than 4 hours monthly at fully loaded rate of \$130.00 per hour.
- Finance and administration, including procurement technical assistance will be provided by ARHA staff person **Derek McDaniel** at a fully loaded rate of \$98.00 per hour. Amount of time shall be determined by task order.
- Development assistance will be provided by ARHA staff person **Connie Staudinger** at a fully loaded rate of \$98.00 per hour. Amount of time shall be determined by task order.
- Housing Choice Voucher technical assistance will be provided by ARHA staff persons **Cindy Thompson** at a fully loaded rate of \$60.00 per hour assisted by **Janell Diaz** at \$30.00 per hour. Amount of time shall be determined by task order.
- Public Housing Asset Management technical assistance will be provided by ARHA **Property Management** staff at a fully loaded rate of \$50.00 per hour. Amount of time and appropriate staff person shall be determined by task order.
- Inspection services for HQS or UPCS will be provided by ARHA staff person **Terry Henderson** at a fully loaded rate of \$30.00 per hour. Amount of time shall be determined by task order.
- Financial technical assistance is available from ARHA's financial consultant **Robert Fetrow** at the approved contracted rate of \$155.00 per hour; inclusive of the 10% administrative markup, and with all billing agreed upon by CRHA prior to task orders being issued.
- Information Technology services are available from ARHA's financial consultant **Robert Fetrow** at the approved contracted rate of \$100.00 per hour; inclusive of the 10% administrative markup, and with all billing agreed upon by CRHA prior to task orders being issued.
- Maintenance and Capital Fund technical assistance will be provided by ARHA staff persons **Chaba Josa** at a fully loaded rate of \$90.00 per hour assisted by **Juwahn Brown** at a rate of \$30.00 per hour.

Alexandria, VA 22314
703-549-7115, ext. 164

