RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

PROPOSED RESOLUTION

Meeting Date: November 10, 2026 Resolution No. 2026-32

TITLE: RESOLUTION AUTHORIZING THE RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RICHMOND FOR THE GILPIN COURT REDEVELOPMENT AND REVITALIZATION OF THE HISTORIC JACKSON WARD COMMUNITY

RESOLUTION:

WHEREAS, the Richmond Redevelopment and Housing Authority ("RRHA") is committed to the comprehensive redevelopment of Gilpin Court and the revitalization of the historic Jackson Ward community in the City of Richmond (the "City"), with the goal of creating sustainable, mixed-income housing opportunities, improving the quality of life for residents, and advancing long-term neighborhood investment and economic development;

WHEREAS, RRHA and the City have established a shared vision for the transformation of Gilpin Court and the larger Jackson Ward community through the Jackson Ward Community Plan, developed under the U.S. Department of Housing and Urban Development ("HUD") Choice Neighborhoods Planning Grant, for which RRHA and the City served as co-lead applicants and which was accepted by HUD on August 12, 2024;

WHEREAS, the redevelopment of Gilpin Court represents a historic opportunity to address longstanding housing, infrastructure, and economic challenges while honoring the rich cultural heritage and historical significance of the Jackson Ward community and ensuring that existing residents remain central to the planning and implementation of redevelopment efforts;

WHEREAS, on November 19, 2025, Mayor Danny Avula presented to the RRHA Board of Commissioners (the "Board") the City's vision and priorities for supporting the redevelopment of Gilpin Court as part of the larger Jackson Ward Community Plan, including the importance of coordinated governance, infrastructure investment, resident protections, and comprehensive community revitalization;

WHEREAS, on November 24, 2025, the Mayor formally communicated the City's commitment to establishing a collaborative partnership with RRHA to advance the redevelopment of Gilpin Court and implementation of the Jackson Ward Community Plan, including the development of a joint governance framework to coordinate the efforts, resources, and responsibilities of both entities;

WHEREAS, in recognition of the historic significance and transformative potential of this undertaking, RRHA and the City have worked collaboratively to develop a Memorandum of

Understanding ("MOU"), attached hereto as ***Exhibit A*** and incorporated herein by reference, to establish a formal framework for their continued partnership in advancing the redevelopment of Gilpin Court and revitalization of the larger Jackson Ward community;

WHEREAS, the MOU memorializes the shared commitments of RRHA and the City to coordinate redevelopment planning and implementation, establish a collaborative governance structure, promote meaningful resident engagement and protections, identify opportunities for public investment and financial support, and advance the housing, neighborhood, and community development objectives outlined in the Jackson Ward Community Plan;

WHEREAS, the MOU further establishes a framework for the Joint Gilpin Transformation Working Group, through which RRHA and the City will collaborate and coordinate their respective responsibilities, resources, and expertise in furtherance of the redevelopment of Gilpin Court and the broader revitalization of the Jackson Ward community, consistent with the respective statutory authorities and governing responsibilities of each entity;

WHEREAS, the Board recognizes that the successful redevelopment of Gilpin Court will require an unprecedented level of collaboration and sustained commitment between RRHA and the City, together with residents, community stakeholders, public agencies, and private development partners, to ensure the transformation of Gilpin Court serves as a catalyst for equitable and lasting investment throughout the historic Jackson Ward community; and

WHEREAS, the Board finds that approval of the MOU represents a significant and historic milestone in the partnership between RRHA and the City, establishing a unified foundation for advancing one of the most consequential public housing redevelopment and community revitalization initiatives in the City of Richmond.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Richmond Redevelopment and Housing Authority hereby approves the Memorandum of Understanding between RRHA and the City of Richmond, substantially in the form attached hereto as ***Exhibit A***, establishing the framework for the collaborative redevelopment of Gilpin Court and revitalization of the historic Jackson Ward community.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board hereby affirms RRHA's commitment to working in partnership with the City to implement the Jackson Ward Community Plan, including the redevelopment of Gilpin Court, the preservation and expansion of affordable housing opportunities, the protection and meaningful engagement of existing residents, the coordination of infrastructure improvements, and the advancement of neighborhood revitalization and economic development initiatives.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board hereby approves the establishment of the Joint Gilpin Transformation Working Group, as provided in the MOU, to serve as the collaborative governance and coordination framework between RRHA and the City for the planning, oversight, and implementation of the Gilpin Court redevelopment and larger Jackson Ward Community Plan, subject to the terms of the MOU and the respective legal authorities of RRHA and the City.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board recognizes the MOU as a foundational agreement for the long-term partnership between RRHA and the City and acknowledges that additional agreements, including any necessary cooperation, funding, development, or implementation agreements, may be required to carry out the objectives of the MOU, with such agreements subject to applicable legal requirements and approval by the Board where required.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board hereby authorizes the Chief Executive Officer, or his designee, in consultation with RRHA legal counsel, to finalize and execute the MOU on behalf of RRHA, substantially in the form attached as ***Exhibit A***, and to undertake such administrative actions as may be necessary and appropriate to effectuate its purposes, provided that any material amendments to the MOU shall be submitted to the Board for further approval.

NOW, THEREFORE, BE IT FINALLY RESOLVED that the Board hereby expresses its strong support for this historic partnership between RRHA and the City of Richmond and reaffirms its commitment to ensuring that the redevelopment of Gilpin Court and revitalization of the historic Jackson Ward community are undertaken in a manner that prioritizes residents, preserves the community's historic legacy, and establishes a lasting foundation for equitable housing and economic opportunity for current and future generations.

COMMISSIONERS' ACTION

RESOLUTION #: **2026-32**

☐ Approved _____
Date

☐ Disapproved _____
Date

☐ Tabled _____
Date

☐ Withdrawn _____
Date

SIGNED:

_____
Eddie L. Jackson, Jr., Chair
RRHA Board of Commissioners

Votes Recorded				
Commissioner	Aye	Nay	Abstain	Absent
Eddie L. Jackson, Jr.				
Charlene Pitchford				
Dyanne Broidy				
Kyle R. Elliott				
W.R. "Bill" Johnson, Jr.				
Gregory Lewis				
Marika McCray				
Harold Parker, Jr.				

EXHIBIT A

GILPIN COURT MEMORANDUM OF UNDERSTANDING

JOINT GILPIN TRANSFORMATION WORKING GROUP
MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (this "**MOU**") is made and entered into on_____, 2026, by and between the **CITY OF RICHMOND, VIRGINIA**, a political subdivision and municipal corporation of the Commonwealth of Virginia (the "**City**"), and the **RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the **"Authority**").

RECITALS

WHEREAS, the multifamily community commonly known as "Gilpin Court", comprised of approximately 38 acres, more or less, identified as Tax Parcel No(s). N0000190002, _____ _____, and_____, located at 1000 St. John Street in the City of Richmond, Virginia ("**Gilpin Court**"), is owned and operated by the Authority; and

WHEREAS, the first phase of Gilpin Court opened in 1943, and Gilpin Court is the largest and oldest public housing complex in the City of Richmond, Virginia; and

WHEREAS, Gilpin Court is a major component of the historically African-American Richmond neighborhood commonly known as "Jackson Ward", once known as the "Harlem of the South"; and

WHEREAS, in 1955, Gilpin Court was separated from Jackson Ward and disconnected from the Jackson Ward street grid by the Commonwealth of Virginia and the City in order to create the Richmond-Petersburg Turnpike; and

WHEREAS, in 2020, the City and the Authority received a Choice Neighborhood Initiative Planning Grant (any such grant, a "**CNI Grant**") from United States Department of Housing and Urban Development ("**HUD**"); and

WHEREAS, utilizing the foregoing HUD funds and with the input and participation of Gilpin Court's residents and the Jackson Ward community, the City and the Authority have worked together to develop a "Jackson Ward Community Plan", which provides for the revitalization of Jackson Ward, including an implementation plan for the transformation and redevelopment of Gilpin Court (as more particularly defined below solely for purposes of this MOU and without reference to any statutory or other legal definition or requirement, the "**Gilpin Court Redevelopment Plan**"); and

WHEREAS, in 2021, a third-party consultant engaged by the Authority conducted a physical needs assessment of Gilpin Court, and the consultant's report concluded that (i) much of

the public open spaces between buildings are not defensible, (ii) the building structures are obsolete, and (iii) the housing units do not meet the modern day needs of tenants, with no units being compliant with the Americans with Disabilities Act of 1990; and

WHEREAS, on July 10, 2023, the City Council of the City of Richmond, Virginia (the "**City Council**") amended its City-wide Master Plan, entitled "Richmond 300: A Guide for Growth," by adding a new section entitled "Priority Neighborhoods," which focuses on the transformation of the six (6) large-scale public housing sites within the City of Richmond, Virginia, including Gilpin Court, into mixed-income, mixed use neighborhoods; and

WHEREAS, in 2025, the City's Mayor, Danny Avula ("**Mayor Avula**"), established the "Mayoral Action Plan," (the "**MAP**"), which identified seven (7) pillars, each with specific goals to achieve a city where all people and places thrive; and

WHEREAS, pursuant to that certain letter from Mayor Avula to the Authority dated November 25, 2025 in his capacity as an elected official for the City (the "**Mayor's Letter**"), Mayor Avula outlined his vision for a shared governance framework for moving implementation of the Gilpin Court Redevelopment Plan forward;

WHEREAS, on December 16, 2025, the Authority's Board of Commissioners (the "**Authority Board**") adopted a resolution (the "**Authority's Resolution**"), reflecting a desire to partner with the City to create a "Joint Gilpin Transformation Working Group" which would implement the Gilpin Court Redevelopment Plan in accordance with the Jackson Ward Community Plan (as more particularly set forth herein, the "**Joint Working Group**");

WHEREAS, in accordance with the Mayor's Letter and the Authority's Resolution, the City and the Authority desire to collaborate and partner as to the composition of and shared vision for the Joint Working Group, with specific responsibilities as set forth in this nonbinding MOU, to implement the Gilpin Court Redevelopment Plan and to provide financial oversight and strive for public accountability as to implementation of the Gilpin Court Redevelopment Plan; and

WHEREAS, through the Joint Working Group, the City and Authority intend to develop a resident-centered model of affordable housing redevelopment for Gilpin Court which may subsequently serve as a model for redevelopment of each of the other five (5) remaining large public housing communities in the City of Richmond, resulting in better quality housing to public housing residents of the City of Richmond, Virginia while maintaining the supply of deeply affordable housing units (as defined below); and

WHEREAS, the City Council expects to accept an amended and final version of the Jackson Ward Community Plan as part of the City's Master Plan, Richmond 300: A Guide for

Growth – Priority Neighborhoods, in the fall of 2026; and

WHEREAS, on_____, 2026, City Council evidenced its support for this MOU, the Joint Working Group, and the Gilpin Court Redevelopment Plan by adopting Resolution No. _____;

AGREEMENT

NOW, THEREFORE, by this nonbinding MOU, the City and the Authority state their intent to create the Joint Working Group to provide financial oversight and public accountability and shared responsibility to implement the redevelopment of Gilpin Court and the Jackson Ward Community Plan.

1. ARTICLE I – JOINT GILPIN TRANSFORMATION WORKING GROUP & GILPIN COURT REDEVELOPMENT

1.1. Purpose. The purpose of the Joint Working Group is to support the City and the Authority in the implementation of the Gilpin Court Redevelopment Plan as a part of the larger Jackson Ward Community Plan, as described in this MOU. Such support shall include, without limitation, coordinating with community stakeholders and partners, reviewing financial information, and monitoring the performance of the obligations in this MOU to achieve public accountability. The City and the Authority acknowledge and agree that the Jackson Ward Community Plan has three (3) major components: the "People Plan", the "Neighborhood Plan" and the "Housing Plan". The City shall be responsible for and shall serve as lead on the People Plan.

1.2. Composition, Committees & Meetings. The Joint Working Group shall be composed of staff from the City and the Authority, as provided below in each case, who are skilled in and have experience with managing large-scale, complex neighborhood and public housing redevelopments, or elements of such efforts, as applicable, in urban cities, including, without limitation, experience providing support and services to very low-income households.

1.2.1. As members of the Joint Working Group, the City and the Authority shall maintain ongoing coordination, including regular communication and information sharing, on all matters reasonably related to the Jackson Ward Community Plan implementation. Further, the Authority shall promptly (but in no event more than ten (10) business days after receipt of a request) provide all information requested by the City regarding such Jackson Ward Community Plan implementation.

1.2.2. The Joint Working Group may assign specific tasks and functions to community

organizations in support of the Jackson Ward Community Plan, as appropriate and as permitted by applicable laws. The City and the Authority agree to use good faith to cooperate with and provide reasonable support to such agreed-upon activities undertaken by community organizations.

1.2.3. The Joint Working Group may include, without limitation, the Chair of the Authority's Board of Commissioners, the Chief Executive Officer of the Authority, the Mayor of the City of Richmond, the City's Chief Administrative Officer or their designee (the "**CAO**"), the applicable DCAOs (as defined below), relevant City of Richmond department directors, and a member of City Council. In addition, all appropriations of City funds shall be at the discretion of City Council.

1.2.4. The Authority shall work with the City to include Gilpin Informed Residents, Gilpin Court Tenant Council leaders and community partners (including, but not limited to, Richmond Public Schools), development partners, Neighborhood Plan partners and People Plan partners, among other stakeholders.

1.2.5. The City, in cooperation and coordination with the Authority, shall establish a Jackson Ward Community Plan Steering Committee (the "**Steering Committee**") composed of Gilpin Informed Residents, Gilpin Tenant Council residents, Jackson Ward residents, and other community stakeholders. Representatives from the City and the Authority shall jointly meet at least monthly with the Steering Committee during the implementation of the Gilpin Court Redevelopment Plan. The Steering Committee shall document how resident input is considered and incorporated into Jackson Ward Community Plan implementation. It is anticipated that the implementation of the Gilpin Court Redevelopment Plan will take at least ten (10) years.

1.2.6. The City and the Authority shall be co-conveners of the Joint Working Group.

1.3. Joint Working Group Guiding Principles. The City and the Authority agree that the following principles and aspirations shall guide the Joint Working Group as to implementation of the Gilpin Court Redevelopment Plan:

1.3.1. Requiring a redevelopment effort that incorporates continuous community engagement and community capacity building;
1.3.2. Establishing a redevelopment effort that is resident-centered and supported throughout all phases of implementation;
1.3.3. Mandating a redevelopment effort that includes meaningful participation by community businesses and organizations;
1.3.4. Affirming a redevelopment effort that recognizes and incorporates Black art, culture, and traditions;

1.3.5. Providing for a redevelopment effort that includes a defined range of neighborhood services and amenities;

1.3.6. Obligating a redevelopment effort that is inclusive of all residents and supports individual economic advancement and local community-based businesses;

1.3.7. Implementing a redevelopment effort that includes a broad range of housing types serving a wide range of household incomes, with priority to the replacement of all Gilpin Court housing units, which housing units may not exceed 25% of the total number of housing units within the footprint of Gilpin Court; and

1.3.8. Authorizing an overall redevelopment effort that includes multiple homeownership structures for existing and future residents.

1.4. Roles and Responsibilities of the City.

1.4.1. For the avoidance of doubt, overall responsibility for implementation of the Jackson Ward Community Plan shall reside with the City, except as otherwise expressly set forth herein.

1.4.2. For the avoidance of doubt, the City anticipates that the CAO shall have executive authority over implementation of the Jackson Ward Community Plan. The CAO may designate one (1) or more Deputy Chief Administrative Officers for the City (each, a "**DCAO**") to manage implementation of the People Plan, the Neighborhood Plan, and Housing Plans. Subject to the Authority's obligations pursuant to its Annual Contributions Contract(s) with HUD and any and all other grant agreement(s) that the Authority will enter into with HUD as to the Gilpin Court Redevelopment Plan, the Authority shall cooperate with the City in directing all aspects of the Housing Plan which involve implementation of the Gilpin Court Redevelopment Plan. Further, the City and the Authority acknowledge that there will be other to-be-defined housing initiatives connected with the Jackson Ward Community Plan, and the City and the Authority agree to reasonably cooperate with each other to implement such initiatives.

a. The DCAO for Human Services, or their designee, shall oversee and implement the People Plan.

b. The DCAO for Planning and Economic Development, or their designee, shall oversee and implement the Neighborhood Plan.

c. The DCAO for Planning and Economic Development, or their designee, shall oversee and implement the Housing Plan, except for those elements expressly assigned to the Authority herein relating to the Gilpin Court Redevelopment Plan.

d. The CAO has designated or shall designate or hire one (1) or more full-time

employee(s) to administer the Jackson Ward Community Plan, as provided for and funded through the City's budget (subject to appropriation by City Council).

e. The CAO may retain consultants or additional staff as necessary to support Jackson Ward Community Plan implementation, as provided for and funded through the City's budget, subject to appropriation by City Council in all respects.

1.4.3. The City, in coordination with the Authority, shall develop and maintain an overall implementation schedule and implementation budget for the People, Neighborhood, and Housing Plans, and more specifically, to include an annual and five-year implementation plan with detailed activities, partner assignments, monthly schedules and budgeted costs to be undertaken for the People, Neighborhood, and Housing Plans. Each party acknowledges that (i) the Authority shall develop and maintain an overall implementation schedule and implementation budget for the Housing Plan as it relates to the Gilpin Court Redevelopment Plan and (ii) that the City shall otherwise be responsible for the overall implementation schedule and implementation budget for the Jackson Ward Community Plan.

1.4.4. Prior to relocation of any of the Gilpin Court residents in preparation for the Gilpin Court Redevelopment Plan, the City shall provide any and all Gilpin Court residents with appropriate assessments, case management, and supportive services from qualified providers, with the Authority promptly providing data, coordination and supplemental support as reasonably requested by the City from time to time.

1.4.5. The City may provide funding to the Authority, subject to City Council's appropriation, to support Jackson Ward Community Plan.

1.4.6. Further, the City may provide funding to third-party organizations engaged in Jackson Ward Community Plan implementation, subject to City Council's appropriation. The City agrees to consult with and inform the Authority prior to finalizing any such award as to any funding that would directly impact implementation of the Gilpin Court Redevelopment Plan.

1.5. Roles and Responsibilities of the Authority.

1.5.1. The Authority shall be responsible for implementation of the Gilpin Court Redevelopment Plan.

1.5.1. The Authority shall comply with its obligations under its contracts with HUD as to

the Gilpin Court Redevelopment Plan, including, without limitation its Annual Contributions Contract.

1.5.2. The Authority shall designate or hire one (1) full-time employee to administer those Housing Plan elements of the Gilpin Court Redevelopment Plan under the Authority's control pursuant to the terms and conditions of this MOU.

1.5.3. As of the date hereof, the Authority has procured, and throughout the Gilpin Court Redevelopment Plan process, the Authority will manage, an experienced, qualified master developer for implementation of the Gilpin Court Redevelopment Plan, including, without limitation demolition and reconstruction activities. The Authority shall be responsible for the demolition and removal of obsolete public housing structures within Gilpin Court and the development of replacement and infill housing on Authority-owned property, including, without limitation, on Gilpin Court, in accordance with the Jackson Ward Community Plan for which the City will make reasonable efforts to support programmatically and, subject to appropriation by City Council, financially (expressly excluding funding the Gilpin Court Redevelopment Plan implementation costs).

1.5.4. The Authority shall comply with any and all community benefit requirements included in any contract where the City provides funding for implementation of the Gilpin Court Redevelopment Plan or the larger Jackson Ward Community Plan, once executed by the City and the Authority.

1.5.5. The Authority shall provide funding to support the Housing Plan's implementation; provided that the Housing Plan is contingent upon (a) securing sufficient financial leverage of private, state, federal and City resources and (b) approval by HUD.

1.5.6. In the event that any CNI Grant is obtained by the Authority from HUD as to the Jackson Ward Community Plan, the Authority shall provide funding to third-party organizations engaged in Jackson Ward Community Plan implementation as approved by HUD; or (b) if a CNI Grant is not so obtained, the Authority shall utilize its commercially reasonable efforts to identify and obtain alternative funding for the types of activities a CNI Grant would have supported. The Authority agrees to consult with and inform the City prior to finalizing any such award.

1.5.7. The Authority shall work with the City in good faith to establish an agreement between the Authority and any and all applicable People Plan partners to support resident outreach, resident education, and voucher programming necessary or desirable in connection with implementation of the Gilpin Court Redevelopment Plan.

1.5.8. The Authority shall enter into a data sharing agreement with the City and any applicable designated People Plan partners to support resident outreach, case management, and voucher programming in connection with implementation of the Gilpin Court Redevelopment Plan, subject to applicable statutes, regulations or agreements regarding disclosure of certain information. The form of such agreement shall be reasonably acceptable to all parties thereto.

1.6. Joint Responsibilities of the City and the Authority as to Gilpin Court Residents.

1.6.1. The Authority, with City participation, shall establish and implement a Tenant Bill of Rights in collaboration with Gilpin Informed Residents and the Gilpin Tenant Council, which shall be signed by the Authority's Chair of the Board of Commissioners, Authority's Chief Executive Officer, Tenant Council President, the President of the Richmond Tenants Organization, and, to ceremonially signify City commitment to the values the Tenant Bill of Rights espouses, the Mayor and the President of City Council.

1.6.2. The Authority shall be primarily responsible for ensuring that all Gilpin residents receive required relocation assistance from qualified providers, with the City providing coordination and supplemental support as needed at no out of pocket cost to the City.

1.6.3. The City and the Authority shall use good faith efforts to jointly ensure that no resident who is in Good Standing (as defined below) as of the date such resident is eligible for a Voucher Used For Relocation (as defined below) (each, a "**Displacement Date**") is displaced, and that all residents retain a legally enforceable right to return to Gilpin Court upon completion of redevelopment, consistent with the Tenant Bill of Rights. "Good Standing" has the meaning set forth in Exhibit A, which exhibit is attached hereto and by this reference incorporated herein. "Voucher Used For Relocation" means Project Based Vouchers and Tenant Protection Vouchers issued in connection with implementation of the Gilpin Court Redevelopment Plan.

1.6.4. It is the City's and the Authority's joint desire that as many tenants as possible are in Good Standing as of their Displacement Date, entitling them to Vouchers Used For Relocation. The Authority agrees to cooperate in good faith with the City to support current residents of Gilpin Court in their efforts to achieve Good Standing. As People Plan lead, the City will undertake a concerted, good faith effort to assist residents with becoming lease compliant or maintaining lease compliance status through the Displacement Date for each lease. Such program will focus on assuring timely information and available resources are shared with all Gilpin Court residents

concerning the requirements of remaining eligible for Vouchers Used For Relocation.

The Authority shall actively and in good faith support these efforts, including proactive communication with Gilpin Court residents, sharing of information with authorized City staff (in accordance with this MOU and applicable privacy laws), and participation in outreach efforts. Nothing in this clause shall require the Authority to provide information restricted under relevant law or to undertake actions or activities prohibited by relevant federal regulations, including the Authority's operating agreements with HUD.

1.6.5. The City shall prepare and publish, with information supplied by the Authority as applicable, written quarterly progress reports to residents and community stakeholders regarding Jackson Ward Community Plan implementation as to the Gilpin Court Redevelopment Plan.

1.6.6. Following execution of this MOU, the City and the Authority shall proactively coordinate on communications related to this MOU and shall create procedures related to these communications.

1.7. Alternative Entity. If the Authority establishes, designates, repurposes, or otherwise relies upon another entity (an "Alternative Entity"), including without limitation the Richmond Development Corporation, to perform any role of the Authority relating to implementation of the Gilpin Court Redevelopment Plan under this MOU, then the Authority and the City shall agree in writing about the activities the Alternative Entity will perform prior to its involvement in such activities. Any such agreement shall be consistent with the terms of this MOU and subject to approval by the Authority Board and the City Council.

The Authority shall ensure that any Alternative Entity, approved by the City to be involved with the activities for the Gilpin Court Redevelopment Plan, abides by all records disclosure requirements the Authority is subject to, including those set forth in the Virginia Freedom of Information Act, Va. Code § 2.2-3700, *et seq*., for the purpose of ensuring transparency in the use of public funds and generally in the implementation of the Gilpin Court Redevelopment Plan.

2. ARTICLE II - COMMUNITY BENEFIT GOALS

2.1. Generally. Each of the City and the Authority agree to include the following community benefit goals ("**Community Benefit Goals**") for itself and its respective agents, consultants, contractors and subcontractors. The City and the Authority shall each be responsible within their respective scopes (and for requiring their contractors and subcontractors who are performing the obligations under this MOU) to comply with the

Community Benefit Goals set forth in this MOU using good-faith, commercially reasonable efforts.

2.2. City Funding. The City intends that any City funding to the Authority for Jackson Ward Community Plan initiatives be conditioned on agreement by the Authority to include community benefit goals reasonably acceptable to the City in the Authority's contracts with its third-party providers. The Authority shall be responsible for reporting to allow the City to monitor the Authority's compliance with the community benefit goals set forth in those contracts. The Authority agrees to cooperate with the City in meeting this responsibility.

2.3. One-for-One Replacement of Deeply Affordable Housing. The City and the Authority acknowledge and agree that implementation of the Gilpin Court Redevelopment Plan shall include the one-for- one replacement of all seven hundred eighty-one (781) "deeply affordable" housing units (as defined below) that receive subsidies from the federal government both on the Gilpin Court property, within Jackson Ward or in the City of Richmond, Virginia, to ensure no loss of deeply affordable housing units at the completion of the Housing Plan portion of the Gilpin Court Redevelopment Plan.

2.4. Deeply Affordable Housing. In order to avoid the concentration of deeply affordable housing, the City and Authority aim to ensure that no more than twenty-five percent (25%) of the units in each phase of the Housing Plan shall be made affordable to households earning at or below thirty percent (30%) of the Area Median Income as determined annually for the Richmond-Petersburg Metropolitan Statistical Area by the United States Department of Housing and Urban Development (the "AMI") with the total number of such units across all phases to be four hundred fifty (450) units within the Gilpin Court property and the remaining three hundred thirty-one (331) units to be located within the City of Richmond. For purposes of this MOU, housing that is available for lease to households earning at or below thirty percent (30%) of the AMI is "deeply affordable housing." Priority for the allocation of deeply affordable housing units will be given to former Gilpin Court residents who were in Good Standing as of their respective Displacement Dates and have been afforded a legally enforceable right to return (as further stipulated in the aforementioned Tenant Bill of Rights to be developed as provided herein).

2.5. Tenant Protections. The City and the Authority shall use good faith efforts to negotiate and to enter into an agreement no later than six (6) months after execution of this MOU that outlines tenant protections, data sharing commitments and related activities intended to reduce the number of current Gilpin Court residents ineligible for housing vouchers as well as reduce the number of Gilpin Court residents at risk of eviction. The City and the Authority agree that nothing will be required in any such agreement that will violate federal regulations, the Authority's agreements with HUD, or other legal responsibilities of the

Authority. The Authority agrees to good faith cooperation with all efforts of the City and identified partner organizations to achieve the goals of increasing lease compliance and reducing ineligibility for future housing vouchers at Gilpin Court, as well as reducing the number of tenants at risk of eviction, each as will be delineated in any such agreement. However, terms and conditions do not currently exist for any additional agreements and shall be subject to future legal review and mutually agreement by the City and the Authority, each, in their reasonable discretion.

2.6. Minimum Wage Rates. The Authority acknowledges and agrees that it shall impose upon its construction management companies, general contractors and subcontractors engaged in implementation of the Gilpin Court Redevelopment Plan the obligation to make reasonable efforts to:

2.6.1. Pay the prevailing wage rate for the construction work elements of the Gilpin Court Redevelopment Plan, as determined by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act, 40 U.S.C. *§* 276 et seq., as amended, to each laborer, workman, and mechanic employed on the transformation of Gilpin Court (whichever is higher);

2.6.2. Participate in apprenticeship programs that have been certified by the Department of Labor and Industry or the U.S. Department of Labor; and

2.6.3. Give consideration or preference to an individual's status as an honorably discharged veteran of the armed forces of the United States in employment relating to implementation of the Gilpin Court Redevelopment Plan, provided that such veteran meets all the knowledge, skills, and eligibility requirements for the available position.

2.6.4. Further, to the extent permitted by law and regardless of the existence of a project labor agreement, each of the City and the Authority agrees that it will require its consultants (e.g., architects, engineers, or other professional services) to pay to each worker employed on the Jackson Ward Community Plan, at a minimum, $20.00 per hour.

2.7. Job Training. The City and the Authority agree to use good faith efforts to participate in job training and outreach programs by identifying opportunities to secure the skills needed for all elements of the Jackson Ward Community Plan and to employ individuals having such job skills and meeting other minimum requirements as necessary for fulfilling the function of each specific job (provided that applicants will not be required to fulfill requirements that are not necessary to perform the specific functions of the job they are applying for). Further, the City and the Authority agree that all opportunities for employment in connection with implementation of the Gilpin Court Redevelopment Plan

shall be communicated to the City's Office of Community Wealth Building ("**OCWB**") by the employing party, as applicable, to coordinate recruitment and training efforts with the OCWB.

2.8. Job Fairs. The City and the Authority agree to use best efforts to ensure that for implementation of the Gilpin Court Redevelopment Plan, all general contractors and any material subcontractors will conduct at least five job fairs and information sessions in Northside, Southside, East End, West End, and Downtown for the purpose of hiring the labor they need to perform under their contracts. Any such job fair will be (1) marketed to all nine City Council Districts, with a particular focus on Gilpin Court and Jackson Ward residents on various dates throughout implementation of the Gilpin Court Redevelopment Plan; and (2) targeted to reach qualified low-income Richmond residents to maximize Section 3 hiring outcomes. Job fairs will focus on positions to meet the staffing needs of the contractor, subcontractor or supplier for each relevant phase of implementation of the Gilpin Court Redevelopment Plan. In addition, the City and the Authority agree to use best efforts to ensure that hiring efforts by such contractors include some or all of the following:

2.8.1. Conduct an outreach program to neighborhoods with the highest concentrations of poverty;

2.8.2. Work with willing workforce development teams and training providers (including the Community College Workforce Alliance) to conduct comprehensive training programs;

2.8.3. Create ongoing hiring opportunities to benefit students in public schools of the school division administered by the School Board of the City of Richmond through recruitment, training and internship programs;

2.8.4. Conduct construction and trades job fairs; and

2.8.5. Place job advertisements with multiple media outlets, including all newspapers with a print circulation in the City.

2.9. City Resident Hires. To the extent permitted by law, and without establishing preferences for Virginia residents over non-Virginia residents, on all work to be paid for solely with City funds, each of the City and the Authority, as applicable, will require any and all developers, construction management companies, general contractors, and subcontractors engaged for implementation of the Gilpin Court Redevelopment Plan to provide their good faith commercially reasonable efforts in achieving the following resident hiring goals, provided that such residents meet all of the knowledge, skills and eligibility requirements

for the available positions:

(a) 100% of all newly hired construction laborers to work on implementation of the Gilpin Court Redevelopment Plan by the parties are residents of the City of Richmond;

(b) 75% of all existing construction laborers employed by the parties and assigned to work on activities to implement the Jackson Ward Community Plan are residents of the City of Richmond;

(c) 50% of all newly hired construction skilled tradespersons to work on implementation of the Gilpin Court Redevelopment Plan by the parties are residents of the City of Richmond; and

(d) 50% of all existing construction skilled tradespersons employed by the parties and assigned to work on activities to implement the Jackson Ward Community Plan are residents of the City of Richmond.

2.10. Minority Business Participation. The Authority shall submit to the OMBD and follow an approved "Minority Business Enterprises" ("**MBEs**") and "Emerging Small Businesses" ("**ESBs**") plan, that includes good faith, commercially reasonable efforts plan to achieve a goal of not less than twenty percent (20%) minority business enterprise and emerging small business participation in the Jackson Ward Community Plan. For purposes of this Section the terms "minority business enterprise" and "emerging small business" have the meanings ascribed to them by Section 21-4 of the City Code of the City of Richmond, Virginia.

2.11. Section 3. The Authority, for itself and for its contractors, subcontractors, representatives and agents, agrees to implement Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. Section 1701u and the regulations promulgated at 24 C.F.R. Part 75 ("**Section 3**") to the greatest extent feasible and allowable by law. The parties acknowledge that the Authority (and not the City) is responsible for Section 3 compliance. The Authority shall submit a quarterly report on the applicable Section 3 activities for the duration of the implementation of the Jackson Ward Community Plan.

3. ARTICLE III – FINANCIAL TRANSPARENCY & REDEVELOPMENT FUNDING PLANS

3.1. Transparency. The Authority, as the owner and operator of Gilpin Court, at its sole cost and expense except as otherwise contemplated in this MOU, shall be responsible for all

costs associated with implementation of the Gilpin Court Redevelopment Plan. The City Council shall have the right, but not the obligation, to appropriate funds to support the Authority in Gilpin Court Redevelopment Plan implementation efforts as provided herein. The Authority agrees to provide the City with full financial transparency as to implementation of the Gilpin Court Redevelopment Plan. This includes an obligation on behalf of the Authority to provide the Authority's financial statements, staffing capacity, and planned investments across all large sites. The City, through the Mayor of the City of Richmond and City Council, may utilize this information to determine the appropriate level of City funding to the Authority for implementation of the Gilpin Court Redevelopment Plan (if any) and to support the Authority's redevelopment efforts at Gilpin Court and other affordable housing developments, all to the extent such funding is appropriated by City Council and subject to such conditions as City Council may impose.

3.2. Investment Plan. The Authority shall use commercially reasonable efforts to obtain all financing required for implementation of the Gilpin Court Redevelopment Plan. Further, the Authority has negotiated with HRI Communities, LLC (the "**Developer**") to obtain equity and debt financing for implementation of the Gilpin Court Redevelopment Plan. It is anticipated that the Developer will create one (1) or more limited liability company affiliate(s) to ground lease Gilpin Court from the Authority. As of the date hereof, the Authority is funding significant predevelopment expenses for implementation of the Gilpin Court Redevelopment Plan, including, without limitation (i) expenses in consideration for and in submission of a Section 18 or Section 22 application to HUD; (ii) an appraisal of Gilpin Court's fair market value; and (iii) legal and consulting fees associated with assessing the Authority's public housing portfolio for potential repositioning or planning for public housing redevelopment.

3.3. Capital Fund Designation. In addition to the foregoing, the Authority has set aside funds for implementation of the Gilpin Court Redevelopment Plan out of the Authority's Capital Fund (subject to HUD appropriations).

3.4. Master Developer. As of the date hereof, the Authority has disclosed to the City that it has entered a master development agreement with the Developer, pursuant to which the Developer shall, on behalf of the Authority, oversee and manage the demolition ofGilpin Court's existing public infrastructure and obsolete public housing units and the development of new public infrastructure and new housing units at Gilpin Court, all in accordance with and subject to the terms and conditions of this MOU. The City hereby acknowledges such contractual arrangement between the Authority and the Developer and expects that (i) the Authority will require the Developer (or any single-purpose entities formed by the Developer to perform work within any phase of the Gilpin Court Redevelopment Plan) to comply with all applicable requirements of this MOU; and (ii) such contractual agreement shall in no way relieve the Authority of its obligations under

this MOU.

3.5. Additional Materials. Within thirty (30) days after execution of this MOU and prior to the receipt of any funding from the City for implementation of the Gilpin Court Redevelopment Plan, the Authority shall furnish to the City all financial information on the Authority's fiscal stability, including all its subsidiaries. All reports and required additional information required to be submitted for the transformation of Gilpin Court pursuant to this Section 3.5 should be forwarded to the attention of the CAO (e-mail shall suffice for purposes of the foregoing).

4. ARTICLE IV – RECORDS AND REPORTING

4.1. Maintenance of Records. The Authority shall maintain records of the cost for any and all funding provided to the Authority by the City for implementation of the Gilpin Court Redevelopment Plan ("**City Funding**") in accordance with generally accepted accounting principles, and in accordance with the Virginia Public Records Act, all applicable federal requirements, and such other methods as the City may reasonably require. The Authority shall retain all invoices, checks and other records showing billing and payment for materials, equipment and labor relating to such City Funding, and shall require its consultants, contractors and subcontractors to maintain similar records.

4.2. Access to Records and Audit. The Authority, at reasonable times and upon request at any time for work funding by the City, shall afford the City access to the records described in Section 4.1 above ("Maintenance of Records") and any other records related to this MOU and the determination of the cost thereof, wherever located, for such examination and audit by the City or its agent as the City may desire (such examination and audit to be conducted at the City's sole cost and expense). The Authority shall promptly (but in any event within at least thirty (30) days after the date of the City's request) make the records obtained from its consultants, contractors and subcontractors available to the City. Alternatively, upon the request of the City, the Authority shall examine and audit their and its consultants, contractors and subcontractors and promptly (but in any event, within at least thirty 30 days from the date of the City's request) provide the results of such audit to the City, which results shall be certified by an authorized officer of the Authority. The City, at its cost, may make copies of any records that the City has the rights under this MOU to access, examine, and audit.

4.3. Audit by City Auditor. The Authority acknowledges that any City Funding is subject to appropriations by the City Council. As such, pursuant to Section 2-187 of the Code of the City of Richmond, the Authority shall be subject to periodic audits by the City Auditor, on demand and with no less than twenty (20) days prior notice, of solely its finances and

the expenditures of City Funds appropriated by City Council. In addition, the Authority shall afford the City access to all records relating to the expenditure of City Funding, wherever located, for such examination and audit by the City Auditor may desire (such examination and audit to be conducted at the City's sole cost and expense). The City shall provide no less than twenty (20) days prior written notice of any such examination or review. The Authority shall afford the City the opportunity, at the City's sole cost and expense, to make copies of the records that the City has the rights under this Section to access, examine, and audit. In the event that a financial review is necessary, the type of review would depend on the manner in which the Authority receives City Funding for implementation of the Gilpin Court Redevelopment Plan: 1) a tri-party (multiple party) payment agreement; 2) pass- through disbursement action from the City to the Authority for disbursement to 3rd party vendors; or 3) prescribed grant award and/or associated agreement. Based on the foregoing three options, the Authority will follow the necessary protocol for financial review.

4.4. Public Disclosure. The Authority for itself, and its consultants, contractors, subcontractors, representatives and agents, acknowledges and agrees that this MOU and any other records furnished, prepared by or in the possession of the City or its agents are subject to the retention and disposition requirements of the Virginia Public Records Act and the public disclosure requirements of the Virginia Freedom of Information Act.

4.5. Required Reporting. From and after the date hereof through full implementation of the Gilpin Court Redevelopment Plan, the Authority shall provide the City with quarterly status updates on performance of its responsibilities as outlined both in this MOU and in other agreements relating to implementation of the Neighborhood, Housing and People Plans. Written materials supporting such status updates, and any additional updates the City may request from time to time in writing, shall be on a template to be agreed upon by the City and the Authority after the execution of this MOU. The Joint Working Group shall deliver status updates at meetings of the City Council's Land Use, Housing and Transportation standing committee. In addition, the Authority shall (a) be responsible for monitoring the Authority's contractors' and subcontractors' compliance with the requirements of this MOU and (b) shall quarterly prepare and deliver reports on such compliance at meetings of the City Council's Land Use, Housing and Transportation standing committee, and as otherwise requested by the City. The City will notify stakeholder groups of these updates and of the opportunity for public comment at each meeting.

4.5.1. The Authority shall maintain detailed records regarding all expenditures of all City Funds. The Authority shall submit the financial information required pursuant to this Section and provide all information required thereunder. The Authority shall submit all information required by this MOU in a form agreed upon by the City and the Authority following the execution of this MOU.

4.5.2. The Authority, no later than the 10th day of each March, June, September and December following the date of execution of this MOU and continuing until the completion of all phases of redevelopment of Gilpin Court in conjunction with the Jackson Ward Community Plan, shall provide the City's OMBD with written reports relating to MBE/ESB and Section 3 activities, including dollar amounts, firms and/or business entities and vendors throughout the duration of the implementation of the Jackson Ward Community Plan.

4.5.3. In addition, general written progress reports from the Authority as to the status of implementation of the Gilpin Court Redevelopment Plan, in a format agreed upon by the City and the Authority following the execution of this MOU, shall be provided monthly and due no later than the 15th of each month.

4.5.4. The Authority shall complete any additional forms or reports and provide any additional information that may be reasonably required by the City. The Authority shall maintain all books, records, and other documents relating to this MOU for five (5) years following full implementation of the Gilpin Court Redevelopment Plan.

4.5.5. The Authority shall not disclose any protected health information to the City and shall abide by the Health Insurance Portability and Accountability Act of 1996, as amended, and other applicable laws, rules, and regulations regarding such information.

4.5.6. The Authority shall contractually obligate any and all subrecipients of City Funds for implementation of the Gilpin Court Redevelopment Plan to abide by the same reporting requirements.

5. ARTICLE V - TERMINATION

Termination of MOU. This MOU will expire upon the City Council's adoption of a resolution that certifies the parties to this MOU have completed the actions each party is to perform under this MOU. Either party may terminate this MOU by delivery of written notice of termination to the Richmond City Clerk, who shall transmit such notice to the City Council for announcement at the City Council's next public meeting. Such notice must explain the reasons for termination. Formal action by the Authority's Board of Commissioners shall be a condition precedent to the Authority's delivery of a termination notice.

6. ARTICLE 6 – MISCELLANEOUS

6.1. Captions. All section titles or captions in this MOU are for convenience of reference only.

They should not be deemed to be part of this MOU or to in any way define, limit, extend, or describe the scope or intent of any provisions of this MOU.

6.2. Non-Binding Expression of Intent. This MOU is a non-binding statement of mutual intent to proceed in general accordance with its terms and does not create a legally binding and enforceable agreement. For avoidance of doubt, no term of this MOU shall be construed to establish an enforceable right or obligation or formally authorize any act, including without limitation any transfer of funds or delivery of services. The City and the Authority acknowledge that any transfer of funds or delivery of services contemplated in this MOU shall only occur in accordance with a separate and appropriate legal instrument, subject to the approval of City Council and the Authority's Board of Commissioners, as necessary.

6.3. Compliance with Laws. The Authority shall obtain all necessary governmental approvals and permits and shall comply with all laws, rules, ordinances, statutes, and regulations of any governmental authority applicable to implementation of the Gilpin Court Redevelopment Plan and shall use its best efforts to ensure the same compliance by its consultants, contractors and subcontractors.

6.4. Counterparts; Signatures. This MOU may be executed by the City and the Authority in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same MOU. Electronic signatures (such as DocuSign) and signature transmitted by electronic means (such as .pdf) shall be treated as originals in all respects for all purposes of this MOU.

6.5. Data Sharing and Rights of Privacy. The City and the Authority shall, with resident consent, discuss pertinent information and exchange information relevant to residents achieving and maintaining Good Standing status. Each party shall only provide the information or data it is legally permitted to share pursuant to all Federal, state or local statutes, regulations, ordinances, contracts or notices applicable to the Authority or its residents. Subject to the foregoing, the Authority shall (1) use good faith efforts to distribute individual consent forms and incentivize tenants to complete those consent forms to enable the Authority to share individual tenant data with the City and community service partners for the purpose of assisting tenants prior to and during the redevelopment; (2) deliver aggregate data to the City, as reasonably requested by the City and on the schedule requested by the City; and (3) meet regularly with the City and community service partners.

6.6. Entire Agreement. This MOU contains the entire understanding between the City and the Authority with respect to the subject matter of this MOU and supersedes any prior understandings and written or oral agreements between them with respect to such subject matter. There are no representations, agreements, arrangements, or understandings, oral

or written, between the City and the Authority relating to the subject matter of this MOU that are not fully expressed in this MOU.

6.7. Governing Law and Forum Choice. All issues and questions concerning the construction, enforcement, interpretation and validity of this MOU, or the rights and obligations of the City and the Authority in connection with this MOU, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. All disputes, claims and causes of action arising out of or in connection with this MOU, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia. Each party shall be responsible for its own attorneys' fees in the event this MOU is subject to litigation or other dispute.

6.8. Modifications. This MOU may be amended, modified and supplemented only by the written consent of both the City and the Authority preceded by all formalities required as prerequisites to the signature by each party of this MOU. The Party requesting the amendment, modification or supplement to this MOU shall provide in writing the rationale for such request. The Authority acknowledges that any request for City funds must be approved by City Council, which involves at least a 60-day process.

6.9. No Assignment. Except as stated herein, in no event may this MOU be assigned, transferred or otherwise disposed of by one party to this MOU without the prior written consent of the other, which consent such party may withhold at its sole and absolute discretion.

6.10. No Joint Venture. The terms and conditions of this MOU shall not be construed or interpreted in any manner as creating or constituting the City as a partner or joint venture with the Authority or making the City be liable for the debts, defaults, obligations or lawsuits of the Authority or its assigns, consultants, contractors or subcontractors.

6.11. No Third-Party Beneficiaries. Notwithstanding any other provision of this MOU, the City and the Authority hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this MOU; (ii) the provisions of this MOU are not intended to be for the benefit of any individual or entity other than the City and the Authority; (iii) no individual or entity shall obtain any right to make any claim against the City or the Authority under the provisions of this MOU; and (iv) no provision of this MOU shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this Section, the phrase

"individual or entity" means any individual or entity, including, but not limited to, individuals, tenants, sub-tenants, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this MOU.

6.12. Notices. All notices, offers, consents, or other communications required or permitted to be given pursuant to this MOU shall be in writing and shall be delivered personally, by messenger, by recognized overnight courier service or by registered or certified U. S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:

A. To the City:

Chief Administrative Officer
City of Richmond
900 East Broad Street, Suite 1400
Richmond, Virginia 23219

With a required copy to:

Office of the City Attorney
City of Richmond
900 E. Broad Street, 4th Floor
Richmond, Virginia 23219

B. To the Authority:

Richmond Redevelopment and Housing Authority
Chief Executive Officer
600 East Broad Street
Richmond, Virginia 23219

Post Office Box 26887
Richmond, Virginia 23261-6887

Notices shall be deemed effective upon receipt by the intended recipient of such notice or upon refusal of delivery by the intended recipient, as evidenced by the receipt provided by the courier service, nationally recognized overnight delivery service or U.S. mail, as applicable. Either party may change any of its address information given above by giving notice in writing stating its new address to the other party.

6.13. Authorization to Act. The CAO is authorized to act on behalf of the City under this MOU by providing notices, approvals and taking other actions hereunder, such as executing amendments, which do not materially affect the terms and conditions of this

MOU.

6.14. Reasonableness. Except as otherwise set forth herein, in any request, approval, consent or other determination by any party required under this MOU, the party shall act reasonably, in good faith, and in a timely manner.

6.15. Sovereign Immunity. Nothing herein may be construed as a waiver of the sovereign immunity granted to the City or the Authority by the Commonwealth of Virginia Constitution, statutes and applicable case law.

6.16. No Liability. Neither the City nor the Authority shall be liable to the other under the terms of this non-binding MOU, and no director, officer, employee or agent of the City or the Authority shall be personally liable to another party hereto or any successor in interest in the event of any failure to comply with this MOU or on any obligation incurred under the terms of this MOU.

6.17. Subject to Appropriations. This non-binding MOU does not obligate or authorize the City or the Authority to expend funds or otherwise perform in accordance with its terms. To the extent the City or the Authority acts in accordance with this MOU, such action shall be subject to the appropriation of funds by the Richmond City Council or, in the case of the Authority, to the appropriation of funds by the United States Congress and to the allocation of funds to the Authority by HUD.

SIGNATURES TO FOLLOW ON NEXT PAGE(S)

IN WITNESS WHEREOF, the City and the Authority have caused this MOU to be executed as of the date first written above.

CITY:

CITY OF RICHMOND, VIRGINIA, a political subdivision and municipal corporation of the Commonwealth of Virginia

Approved as to form:

By: _____

Odie Donald
Chief Administrative Officer

_____

AUTHORITY:

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: _____

Steven Nesmith
Chief Executive Officer

EXHIBIT A

LEASE COMPLIANCE PROGRAM REQUIREMENTS AND DEFINITION OF GOOD STANDING

The City and the Authority intend that as many tenants as possible shall qualify for Vouchers Used for Relocation and will work together in good faith to bring as many tenants as possible using reasonable efforts into Good Standing. "Good Standing" means those individual or family tenants, as applicable, who are eligible for the Authority's Housing Choice Voucher Program as of the household's Displacement Date. The criteria used to determine Good Standing for eligibility to return to the redeveloped community shall include, but not be limited to, the following, to the extent permitted by and in compliance with applicable laws, rules, regulations, ordinances and other governmental requirements:

1. Household must be in compliance with the terms of the lease, temporary occupancy agreement, relocation agreement, and/or rehousing agreement;

2. Household must be current in rent payments or the terms of a repayment agreement;

3. Household must not have any unresolved eviction action;

4. Household must not have any person other than those named on the lease living in the unit;

5. Household must be income eligible based on program guidelines;

6. Household must have no outstanding damage charges;

7. Household must not have a history of significant or repeated lease violations;

8. Household must be current with all income recertifications; and

9. Household must not have any family members in the household charged with criminal activity in the last twelve (12) months.

With regard to determining whether any tenant of the Authority is compliant with their lease at Gilpin Court, the Authority must comply with (a) the terms and conditions set forth in the lease with the tenant, (b) all applicable federal and state laws, and (c) all regulations promulgated by HUD. This includes the regulations set forth in 24 C.F.R. Part 966. In addition, in accordance with RRHA's Tenant Grievance Procedures, as may be amended from time to time, a tenant may notify the Authority that the tenant believes their tenant account inaccurately describes tenant as non-compliant with the terms of their lease, in which event the Authority shall (1) as soon as practical following notification from the tenant, conduct an informal conference to review tenant's claim and (2) notify tenant within 5 business days from the date of the conference that Authority has either (i) found the tenant to be compliant with lease terms and corrected tenant's account or (ii)

concluded that tenant is in fact not compliant with lease terms. The Authority shall substantiate any finding of non-compliance with record evidence and deliver such evidence to tenant with the notification of non-compliance. During this process, the tenant may consult with a third party of the tenant's choosing to verify the accuracy of the tenant's accounts. The Authority will promptly (but in any event within three business days of request) provide a copy of the tenant's records to a third party if the tenant has provided written consent to share such information. Good Standing determinations and delivery of termination notices related to the tenant's notification and grievance shall be suspended during such review period.

In the event the Authority determines a tenant is no longer in Good Standing, the Authority shall provide the tenant with prompt written notice. Such notice shall be substantially in the form attached hereto as Exhibit A-1. Further procedures and notification requirements regarding Good Standing will be established and defined in a subsequent tenant protections agreement to be developed pursuant to Section 2.5 of this MOU.

Eviction proceedings are governed by the judicial process and are subject to full judicial review under the laws of the Commonwealth of Virginia. Tenants are afforded due process protections, including advance 30-day written notice, the opportunity to cure where applicable, the right to contest the action in court, and the right to be represented by counsel. The Authority strictly must adhere to statutory notice requirements and procedural safeguards designed to protect tenants' rights while ensuring program integrity and responsible stewardship of public resources. ***See 24 C.F.R. §966.4*** *and* ***Va. Code Ann. §55.1-1245(G)***.

Notwithstanding anything to the contrary in this MOU, the Authority hereby states that no resident will be denied eligibility for the Authority's Housing Choice Voucher Program based on (a) an ongoing eviction proceeding that has not yet been resolved or (b) an eviction proceeding that was not finally resolved in favor of the Authority.

The Authority shall, on a monthly basis, provide consent forms to all tenants who are subject to or may be subject to lease enforcement to obtain the tenant's written authorization to share relevant tenant information, including the tenant's outstanding balance, with the City, nonprofit partners, or other stakeholders for purposes of providing early intervention and eviction diversion assistance to ensure tenants remain housed. Upon receipt of a tenant's written consent, the Authority shall provide access to the authorized tenant records as soon as possible, but in any event, within five (5) business days.

The Virginia Residential Landlord and Tenant Act and related provisions of Virginia law require that tenant records be maintained as confidential except where disclosure is authorized by law or by the tenant's written consent. ***See Va. Code Ann. §55.1-1209***. Accordingly, for purposes of determining Good Standing for relocation, the Authority will provide access to tenant records to a third party approved by the City for the limited purpose of reviewing a tenant's ledger and verifying the amount of overdue rent and any other alleged lease compliance issues, if the tenant has provided written consent to share such information with the third party. The Authority will provide access to tenant records to such third party within five (5) business days of receipt of tenant's written consent to share such information. Good Standing determinations shall be suspended during such review period. Additional procedures governing tenant access to the third

party, together with the scope of the third party's role, authority, duties, and responsibilities, shall be further established and defined in a subsequent tenant protections agreement to be developed pursuant to Section 2.5 of this MOU.

Exhibit A-1

Form of Notice of Good Standing Status

THIS FORM IS A SAMPLE NOTICE OF GOOD STANDING STATUS AND A FINAL VERSION OF THE FORM WILL BE INCORPORATED IN THE TENANT PROTECTIONS AGREEMENT WITH THE CITY AND AUTHORITY.

SAMPLE NOTICE OF GOOD STANDING STATUS

Important Information About Your Right to Return

Household Name: _____	Date of This Notice: _____
Property/Unit: _____	Displacement Date: _____

YOUR CURRENT STATUS

☐ **You ARE currently in Good Standing.**

☐ **You are NOT currently in Good Standing.**

(RRHA staff: check the applicable box and complete the sections below before delivering this notice.)

Why You Are Receiving This Notice

As part of your relocation assessment, Richmond Redevelopment and Housing Authority (RRHA) is required to tell you whether you are in "Good Standing" before that status can become a barrier to your right to return to the redeveloped community or to your access to a relocation voucher. This notice explains what Good Standing means, tells you your current status, and — if you are not currently in Good Standing — gives you the specific steps you may be able to take to fix it. However, throughout the relocation process, you must continue to comply with your lease requirements to remain in "Good Standing."

Your Good Standing status may change at any time if you fail to comply with any of the nine requirements listed below. You will be notified in the event of any change of your status.

What "Good Standing" Means

"Good Standing" means that you and your household are eligible for RRHA's Housing Choice Voucher Program ("HCVP") as of your household's Displacement Date (the date listed above) and a "Voucher Used For Relocation". "Voucher Used For Relocation" means Project Based Vouchers and Tenant Protection Vouchers issued in connection with implementation of the Gilpin Court Redevelopment Plan. To be in Good Standing, you must meet all nine requirements listed in the table below.

SAMPLE

The Nine Requirements for Good Standing

The table below lists each requirement, explains it in plain language, and describes the steps you can take if you need to resolve an issue with that requirement.

Requirement	What This Means	Compliant (Yes/No)	Steps To Fix It (to be Filled in by RRHA, if applicable)
1. Lease/Agreement Compliance	You must be following the rules of your lease, temporary occupancy agreement, relocation agreement, and/or rehousing agreement.		
2. Rent Current	Your rent must be paid up to date or you must be keeping up with a repayment plan RRHA has agreed to.		
3. No Unresolved Eviction	You must not have an open, unresolved eviction case against your household.		
4. Only Authorized Household Members	Only the people listed on your lease may be living in your unit.		
5. Income Eligible	Your household income must meet HCVP's eligibility limits.		
6. No Outstanding Damage Charges	You must not owe RRHA money for damages to your unit.		
7. No Significant/Repeated Lease Violations	You must not have a pattern of serious or repeated lease violations.		
8. Current Recertifications	You must be up to date on all required annual (or interim) income recertifications.		
9. No Recent Criminal Charges	No member of your household may have been charged with criminal activity in the past 12 months.		

Detailed Description of any Non-Compliance

This is the basis for any finding of non-compliance noted above:

_____

_____

_____

SAMPLE

What It Means If You Are Not in Good Standing

If you are not currently in Good Standing, this does NOT automatically mean you have lost your right to return or your access to a Vouchers Used For Relocation . It means RRHA has identified one or more issues, listed on the attached checklist, that must be resolved. You have the right to:

- Receive a specific, written list of exactly which requirement(s) you have not met. This notice serves as that list.
- Receive this notice before your status affects your right to return or your relocation voucher.
- A reasonable opportunity to correct the issue(s) before any final determination is made, if applicable.
- Ask RRHA staff questions about your status and the steps required to resolve it.
- Request a review if you believe your status has been determined in error.

Deadline to Resolve Outstanding Issues

If any box above is marked as "No", you must complete the steps listed for each unresolved requirement by: _____ (date), if applicable. RRHA staff will confirm in writing once each issue has been resolved; however, it is important that you continue to comply with all nine requirements outlined above throughout the relocation process, as any failure to comply may change your "Good Standing" status. In the event of any change in your "Good Standing" status, RRHA will provide you with notice of such change.

Questions or Need Help?

If you have questions about this notice, your Good Standing status, or the steps required to resolve an issue, contact your assigned Relocation Specialist:

Name: _____ Phone: _____

Email: _____ Office Hours: _____

Right to Request a Review

If you disagree with your Good Standing determination, you may request a grievance hearing by submitting a written request to RRHA within 15 business days of the date of this notice. RRHA will respond in writing with the outcome of that review, pursuant to RRHA's Tenant Grievance Procedures.

Acknowledgment of Receipt

Resident Signature: _____ Date: _____

RRHA Staff Signature: _____ Date: _____

SAMPLE