

**INTERGOVERNMENTAL AGREEMENT
FOR SERVICES RELATED TO THE
VETERAN AFFAIRS SUPPORTIVE HOUSING PROGRAM
BETWEEN THE HOUSING AUTHORITY OF MARICOPA COUNTY
AND GLENDALE HOUSING AUTHORITY**

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2021, between the Housing Authority of Maricopa County (“HAMC”) whose principal place of business is located at 8910 N 78th Avenue, Building D, Peoria, Arizona, 85345 and Glendale Housing Authority (“GHA”), a municipal corporation whose principal place of business is located at 6842 N. 61st Ave. Glendale, AZ 85301. The Parties to this Agreement may be referred to collectively as the “parties” and individually as a “party”.

RECITALS

WHEREAS, HAMC administers the U.S. Department of Housing and Urban Development (“HUD”) Veteran Affairs Supportive Housing (“VASH”) program which combines Housing Choice Voucher (“HCV”) rental assistance for homeless veterans and their families with case management and clinical services provided by the Department of Veteran Affairs Medical Center (“VAMC”) and clinics, the housing vouchers are referred to herein as a “HVV” or “HVVs”, where appropriate;

WHEREAS, on occasion VASH program participants may desire to lease housing outside the jurisdiction of their respective public housing authority.

WHEREAS, representatives of HAMC and GHA believe it would be mutually beneficial to their programs and participants to accommodate participant requests to lease outside the jurisdiction of the public housing authority; and

WHEREAS, pursuant to Arizona Revised Statutes (“A.R.S”) Section 11-952, the parties are empowered to enter into agreements to contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and promises contained in this Agreement agree to the below Terms & Conditions.

TERMS & CONDITIONS

1. PURPOSE

- a. The purpose of this Agreement is to allow HAMC to administer HVVs for three participants that are already residing in the city of Glendale (voucher numbers t0004368, t0007288, t0004354); and, to allow HAMC to administer HVVs for participants wishing to reside in GHA’s jurisdiction in the future.
- b. Nothing in this Agreement prohibits GHA from applying for HVVs in the future and, if awarded, GHA would have the option to absorb any HAMC HVV where participants are already residing in GHA’s jurisdiction at that time by providing 120 days’ notice prior to participants’ next annual recertification.

2. COMPENSATION

There will be no compensation for any services described in this Agreement.

3. TERM

The term of this Agreement shall be retroactive to the date the first HVV holder began residing in GHA's jurisdiction, September 1, 2020 and will remain in effect for an initial term of four (4) years, expiring on September 1, 2024.

4. OBLIGATIONS OF THE HAMC

- a.** HAMC will perform all VASH contract administration duties associated with its VASH program requirements.
- b.** For those Participants who would normally exercise the portability feature of a HVV if they desired to live within the public housing authority jurisdiction of GHA, HAMC will administer the HVV while the Participant lives outside of the HAMC jurisdiction, but within the public housing authority jurisdiction of GHA.
- c.** Duties shall include those duties within the normal course and scope of HAMC's VASH program which include, but are not limited to, conducting Housing Quality Standard inspections ("HQS Inspection"), contracting with owners of the properties where Participants will lease property, and notifying GHA in writing within 30 days of entering into a Housing Assistance Payment (HAP) Contract with any landlord in GHA's jurisdiction, such notice to include the annual recertification dates.
- d.** Any Participants residing in the public housing authority jurisdiction of the GHA shall be permitted to continue to live in the GHA jurisdiction under the terms of this Agreement or until the Participant's next annual recertification at which time if the GHA elects to administer, the GHA will provide HAMC 120 days notices prior to Participant's next annual recertifications.
- e.** During the term of this Agreement, HAMC may convert a HVV to a regular HCV with acknowledgment from VAMC that case management is no longer needed, at which point, the HCV voucher will be treated as a port-in and GHA will administer the HCV voucher.

5. OBLIGATIONS OF THE GHA

The GHA will allow Participants to reside in the public housing authority jurisdiction of the GHA without interference in HAMC's VASH program or with Participants' receipt of services. GHA will have no power or obligation related to HAMC's VASH program. It is the understanding of the parties that the HAMC VASH program will be under the sole authority and responsibility of HAMC, and GHA has no other obligations.

6. TERMINATION FOR CONVENIENCE

During the term of this Agreement, either party may terminate this Agreement upon 120 days' prior written notice (the "Notice of Termination"). The Notice of Termination shall specify the date upon which such termination becomes effective.

7. ASSIGNMENT

Neither party shall assign this Agreement, in whole or in part, any attempted assignment will be null and void.

8. INDEMNIFICATION

HAMC and GHA shall indemnify, defend, save and hold harmless the other party and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, in whole or in part, by the negligent or willful acts or omissions of each party or any of its owners, officers, directors, agents, employees or subcontractors.

9. INDEPENDENT CONTRACTOR STATUS

The relationship of the parties is that of independent contractors. Accordingly, the employee of each party is not entitled to any benefits provided to employees of the other party including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded the other party's employees. If any employees or subcontractors of a party assert a claim for wages or other employment benefits against the other party, the party's employees or subcontractors who asserted the claim will defend, indemnify and hold harmless the other party from all such claims.

10. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply, but do not require an amendment to the Agreement.

11. SURVIVING PROVISIONS

All provisions which, by the terms of reasonable interpretation, set forth rights and obligations that extend beyond termination of this Agreement will survive and remain in full force and effect. Termination of the Agreement will not release any party from any liability or obligation arising prior to the date of termination.

12. INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by all parties hereto.

13. COMPLIANCE WITH LAWS

HAMC and GHA shall comply with all federal, state and local laws, rules, regulations, standards, and executive orders, applicable to this Agreement and HUD-VASH including, but limited to, those specifically set forth in this Section. The laws and regulations of the State of Arizona shall govern the rights of the parties' performance of this Agreement and any dispute hereunder. Any action relating to this Agreement shall be commenced and maintained in a court of competent jurisdiction in Maricopa County, Arizona.

- A.** This Agreement is subject to cancellation by either party pursuant to A.R.S. § 38-511.
- B.** This Agreement is subject to the conflict of interest requirements set forth in A.R.S. § 38-504.
- C.** Notice PIH 2011-53 Porting and portability of HUD-VASH Programs also applies.
- D.** To the extent provisions of A.R.S. § 41-4401 are applicable to this Agreement:
 - 1.** Each party warrants it is in compliance with A.R.S. § 23-214(A).
 - 2.** Each contractor and subcontractor shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A). The provisions of this Subsection C must be included in any contract either party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.
 - 3.** A breach of a warranty hereunder shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

14. RIGHT TO INSPECT

Each party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty in 13 Subsection D.

15. PROVISIONS REQUIRED BY LAW

Any provision required by law to be in this Agreement is part of this Agreement as if fully stated herein.

16. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

17. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements between parties, constitutes the entire understanding and agreement of the parties.

18. EXCULPATORY LANGUAGE

GHA acknowledges that this Agreement imposes no contractual obligations upon Maricopa County; in the event of a default under this Agreement, of any kind or nature whatsoever, GHA shall look solely to HAMC for remedy or relief; and neither Maricopa County nor any Supervisor, elected official, officer, agent, or employee of Maricopa County shall be liable to GHA or any successor in interest to GHA in any way.

19. NOTICE. All notices, demands or other communications to a party relating to this Agreement shall be in writing and shall be considered to have been duly given if: (i) delivered to the part at the address set forth below; (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; (iii) given by a recognized and reputable overnight delivery service, to the address set forth below; or (iv) delivered by e-mail to the address set forth below:

HAMC: Gloria Munoz, Executive Director
Housing Authority of Maricopa County
8910 North 78th Avenue, Building D
Peoria, Arizona 85345
E-mail: g.munoz@mariocpahousing.gov

With copy to: Travys Harvey, Esq.
Harvey Law PLLC
7702 E. Doubletree Ranch Road, Suite 300
Scottsdale, Arizona 85258
E-mail: tharvey@harvey.legal

GHA: Donald Paredez, Housing Administrator
Glendale Housing Authority
6842 N. 61st Avenue
Glendale, AZ 85301
E-mail: dparedez@glendaleaz.com

With copy to: Michael D. Bailey, City Attorney
City of Glendale
5850 W. Glendale Avenue
Glendale, AZ 85301
E-mail: mbailey@glendaleaz.com

or such other address, and to the attention of such other person or officer, as a party may designate in writing by notice given in accordance with this subsection. Notices shall be deemed received (i) when delivered to a party; (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage; (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by e-mail during the normal business hours of the recipient (before 5:00 p.m. Arizona time) or, if received outside the recipient's normal business hours, the following business day of the recipient. If a copy of the notice, demand, or other communication also is given to a party's counsel or other recipient, the above provisions governing the date on which the notice, demand, or other communication is received shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice, demand, or other communication may be sent, is deemed to have received the notice.

IN WITNESS WHEREOF, this Intergovernmental Agreement is hereby agreed to by the parties. The parties and their representatives signing this Agreement are duly authorized agents of the parties and have full authority to enter into this Agreement on behalf of the parties. This Agreement will be in full force and effect only after it has been approved and executed by the duly authorized party representatives.

Housing Authority of Maricopa County
(Referred to as HAMC in this Agreement)

City of Glendale, Glendale Housing Authority
(Referred to as GHA in this Agreement)

By: _____

By: _____
Kevin R. Phelps

Title: _____

Title: City Manager

Date: _____

Date: _____

Attested By: _____
Clerk of the Board

Attested By: _____
Julie K. Bower, City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Arizona Revised Statutes § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for Housing Authority of Maricopa County

Michael, D. Bailey, City Attorney

Date: _____

Date: _____