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MEMORANDUM - COMMUNITY AND NEIGHBORHOOD SERVICES DEPARTMENT
COUNCIL MEMO NO. CNS15-115

DATE: JULY 9, 2015

TO: MAYOR AND CITY COUNCIL

THRU: MARSHA REED, ACTING CITY MANAGER
NACHIE MARQUEZ, ASSISTANT CITY MANAGER
JENNIFER MORRISON, COMMUNITY AND NEIGHBORHOOD SERVICES DIRECTOR

FROM: KURT KNUTSON, HOUSING AND REDEVELOPMENT MANAGER

SUBJECT: RESOLUTION NO. 4874 AUTHORIZING THE CITY OF CHANDLER, IN CONJUNCTION WITH THE CITY OF CHANDLER PUBLIC HOUSING AUTHORITY, TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MESA, THROUGH THE CITY OF MESA HOUSING AUTHORITY, TO ALLOW THE USE OF MESA'S HOUSING CHOICE VOUCHER VETERAN AFFAIRS SUPPORTIVE HOUSING PROGRAM PARTICIPANTS WITHIN THE JURISDICTIONAL BOUNDARIES OF THE CITY OF CHANDLER.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 4874 authorizing the City of Chandler, in conjunction with the City of Chandler Public Housing Authority, to execute an Intergovernmental Agreement (IGA) with the City of Mesa through the City of Mesa Housing Authority(MHA) to allow the use of Mesa's Housing Choice Voucher Veteran Affairs Supportive Housing Program participants within the jurisdictional boundaries of the City of Chandler.

BACKGROUND: The City of Mesa Housing Authority was awarded and administers 191 Housing Choice Veteran Affairs Supportive Housing Program (VASH) Vouchers provided by the U.S. Department of Housing and Urban Development. VASH applicants are referred to the Mesa Housing Authority from the Department of Veteran Affairs (VA) for housing assistance and are required to be engaged in supportive services with VA staff while using the VASH Voucher.

The City of Mesa wishes to expand the cities where VASH participants may live to include other East Valley Cities. This includes the

Town of Gilbert, the Town of Queen Creek and the City of Chandler. The City of Mesa is working to execute individual IGA's with each of these communities in order to allow VASH participants to look for housing in their communities.

DISCUSSION: The City of Chandler Housing and Redevelopment Division acts as the Public Housing Authority for the City of Chandler. Housing Division staff supports the IGA request as it will expand housing location options for Veterans from Mesa, Chandler and other Valley cities. Under the IGA, the MHA will administer all aspects of the VASH program, including certifications and inspections. The VA will continue to provide the ongoing case management. Chandler will have no direct responsibility for implementation for participants of Mesa's VASH program. Chandler is only being asked to allow VASH participants to have the opportunity to lease housing within Chandler's jurisdictional boundaries. The IGA has an initial term of two years with an option to extend the IGA term for two additional one year periods.

FINANCIAL IMPLICATIONS: None

PROPOSED MOTION: Move City Council adopt Resolution No. 4874 authorizing the City of Chandler, in conjunction with the City of Chandler Public Housing Authority, to execute an Intergovernmental Agreement with the City of Mesa, through the City of Mesa Housing Authority, to allow the use of Mesa's Housing Choice Voucher Veteran Affairs Supportive Housing Program participants within the jurisdictional boundaries of the City of Chandler.

Resolution No. 4874
Mesa IGA

RESOLUTION NO. 4874

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE CITY OF CHANDLER, IN CONJUNCTION WITH THE CITY OF CHANDLER PUBLIC HOUSING AUTHORITY, TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MESA, THROUGH THE CITY OF MESA HOUSING AUTHORITY, TO ALLOW THE USE OF MESA'S HOUSING CHOICE VOUCHER VETERAN AFFAIRS SUPPORTIVE HOUSING PROGRAM PARTICIPANTS WITHIN THE JURISDICTIONAL BOUNDARIES OF THE CITY OF CHANDLER.

WHEREAS, the City of Mesa Housing Authority (MHA) administers the U.S. Department of Housing and Urban Development's Housing Choice Voucher Veteran Affairs Supportive Housing (VASH) program which combines voucher rental assistance for homeless veterans and their families with case management and clinical services provided by the Department of Veteran Affairs medical center and clinics; and

WHEREAS, on occasion, VASH program participants may desire to lease housing outside of the jurisdiction of the City of Mesa and in the City of Chandler; and

WHEREAS, the City of Chandler and the City's Public Housing Authority believes it would be beneficial to the VASH program and area VASH program participants to accommodate participants requests to lease inside the City of Chandler; and

WHEREAS, pursuant to an Intergovernmental Agreement (IGA) for the Housing Choice Voucher Veteran Affairs Supportive Housing Program , between the Mesa Housing Authority and the City of Chandler, wishes to enter into a IGA to allow City of Mesa VASH program participants the option to lease housing in the City of Chandler.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

SECTION ONE. The City of Chandler, acting by, for and through the City of Chandler Public Housing Authority (PHA) is hereby authorized to enter into an IGA with the MHA.

SECTION TWO. Authorizing and directing the Mayor/Chairman of the City of Chandler, Public Housing Authority, or his designated representative, to execute the IGA with the MHA.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, the ___ day of _____, 2015.

ATTEST:

_____ _____

CITY CLERK MAYOR/CHAIRMAN

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4874 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ___ day of _____, 2015, and that a quorum was present thereat.

APPROVED AS TO FORM:

_____ _____

CITY ATTORNEY (LB) CITY CLERK

INTERGOVERNMENTAL AGREEMENT
FOR THE HOUSING CHOICE VOUCHER
VETERAN AFFAIRS SUPPORTIVE HOUSING PROGRAM
BETWEEN THE MESA HOUSING AUTHORITY
AND the CITY OF CHANDLER

This Intergovernmental Agreement ("Agreement") is entered into this 1st day of July, 2015, between the City of Mesa, an municipal corporation whose principal place of business is located at 20 E. Main Street, Mesa, AZ 85211, on behalf of the Mesa Housing Authority ("MHA"), and the City of Chandler ("PHA") whose principal place of business is located at 175 S. Arizona Ave. The Parties to this Agreement may be referred to collectively as the "parties" and individually as a "party".

RECITALS

WHEREAS, MHA administers the U.S. Department of Housing and Urban Development ("HUD") Housing Choice Voucher ("HCV") Veteran Affairs Supportive Housing ("VASH") program which combines voucher rental assistance for homeless veterans and their families with case management and clinical services provided by the Department of Veteran Affairs medical center and clinics;

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

WHEREAS, representatives of MHA and PHA 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 may form a separate legal entity, including a nonprofit corporation, 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

The purpose of this Agreement is for the PHA to contract with the MHA to allow MHA VASH participants ("Participants") to lease housing in the jurisdiction of the PHA.

2. COMPENSATION

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

3. **TERM**

The term of this Agreement shall begin on the date first written above and will remain in effect through June 30, 2017 unless terminated as provided herein. If agreed by the parties, this Agreement may be extended two times for a period of one year each time.

4. **OBLIGATIONS OF THE MHA**

a. MHA will perform all VASH contract administration duties associated with its VASH program requirements and the City of Mesa Housing Authority Housing Choice Voucher ("HCV") Administrative Plan.

b. For those Participants who would normally exercise the portability feature of a VASH housing choice voucher ("Voucher") if they desired to live within the public housing authority jurisdiction of PHA, MHA will administer the Voucher while the Participant lives outside of the MHA jurisdiction, but within the public housing authority jurisdiction of PHA.

c. Duties shall include those duties within the normal course and scope of MHA's VASH program which include, but are not limited to, conducting Housing Quality Standard inspections ("HQS Inspection") and contracting with owners of the properties where Participants will lease property.

5. **OBLIGATIONS OF THE PHA**

The PHA will allow Participants to reside in the public housing authority jurisdiction of the PHA without interference in MHA's VASH program or with Participants' receipt of services. PHA will have no power or obligation related to MHA's VASH program. It is the understanding of the parties that the MHA's VASH program will be under the sole authority and responsibility of MHA. PHA will not interfere with MHA's VASH program or with Participants' receipt of services.

6. **TERMINATION FOR CONVENIENCE**

During the term of this Agreement, either party may terminate this Agreement upon thirty (30) days' prior written notice (the "Notice of Termination,"). The Notice of Termination shall specify the date upon which such termination becomes effective.

7. **TERMINATION**

Upon termination of this Agreement for any reason, any Participants residing in the public housing authority jurisdiction of the PHA shall be permitted to continue to live in the PHA jurisdiction under the terms of this Agreement until the Participant's next annual recertification at which time the Participant will be required by MHA to move unless the Participant's Voucher is ported to PHA resulting in Participant no longer being a part of the MHA VASH program, but rather a part of the PHA's regular HCV program.

8. SUBCONTRACTING

PHA acknowledges MHA subcontracts for HQS Inspection services. Any further subcontracting will not be permitted without the written notification from MHA to the PHA within a reasonable time prior to contract execution.

9. ASSIGNMENT

Neither party shall assign this Agreement, in whole nor in part, without the prior written consent of the other party; any attempted assignment without such consent, will be null and void.

10. INDEMNIFICATION

MHA and PHA 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.

11. INDEPENDENT CONTRACTOR STATUS

The relationship of the parties is that of independent contractors. Accordingly, the employees 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.

12. 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.

13. 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.

14. 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.

15. COMPLIANCE WITH LAWS

MHA and PHA shall comply with all federal, state and local laws, rules, regulations, standards, and executive orders, applicable to this Agreement and HCV-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. 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 under Subsection C shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

4. 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 this Subsection C.

16. PROVISIONS REQUIRED BY LAW

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

17. 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.

18. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, this Agreement for services 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.

City of Mesa on behalf of the Mesa Housing Authority
(Referred to as "MHA" in this Agreement)

By: _____

Title: _____

Date: _____

_____
(Referred to as "PHA" in this Agreement)

By: _____

Title: _____

Date: _____

Attested By: _____
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 City of Mesa
Date: _____

_____
Attorney for _____
Date: _____