

INTERGOVERNMENTAL AGREEMENT
Between
COCHISE COUNTY
And
THE HOUSING AUTHORITY OF COCHISE COUNTY

THIS AGREEMENT, entered into the ____ day of _____, 201__ between COCHISE COUNTY, a body politic, hereinafter called the COUNTY, and the HOUSING AUTHORITY OF COCHISE COUNTY, an independent authority established by the Cochise County Board of Supervisors, hereinafter called the HOUSING AUTHORITY,

WHEREAS the COUNTY has been awarded Six Hundred Fifty-Five Thousand, Five Hundred Eighty-Four Dollars (\$655,584) from the United States Department of Housing and Urban Development (HUD), Performance Grant Agreement Number AZH140014, and such funds are to be applied to the Housing Opportunities for Person with AIDS (HOPWA), an activity/program to be coordinated by the HOUSING AUTHORITY; and

WHEREAS the COUNTY is the party responsible to HUD for the proper disbursement and use of the subject funds in accordance with the subject designated activities; and

WHEREAS it is the desire of the COUNTY that the said designated activities performed in accordance with the subject grant conform to all appropriate and applicable laws, rules, regulations, and standards concerning the same; and

WHEREAS it is the desire of the COUNTY to identify the responsibilities of the parties and establish such procedures as may be necessary for the proper administration of the subject activities and disbursement of funds,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. It is understood and agreed that only the funds received by the COUNTY from HUD Grant Number AZH140014 in the amount of Six Hundred Fifty-Five Thousand, Five Hundred Eighty-Four Dollars (\$655,584) are to be used for the HOPWA Program. The COUNTY assumes no responsibility to provide additional funds for this

project. Any shortage must be addressed by the HOUSING AUTHORITY, either through a supplemental contribution or by an amendment of this project.

2. It is understood and agreed that the subject funds shall be disbursed only for the specified activities as set forth in the approved Performance Grant Agreement between HUD and COCHISE COUNTY, Grant Number AZH140014 signed by HUD on June 4, 2014. A current edition of this document is attached hereto as "Exhibit A" and incorporated herein by reference.

3. The HOUSING AUTHORITY will conduct the approved activities set forth in the approved HUD grant agreement cited in paragraph two (2) above. The HOUSING AUTHORITY shall pay all expenses incurred for this specific grant activity and maintains detailed records of such payments.

4. The HOUSING AUTHORITY shall take such other steps as may be necessary and required to discharge its obligations with respect to administration or disbursement of the subject activities and funds.

5. The HOUSING AUTHORITY, as a condition of COUNTY approval of disbursement of funds pursuant to this AGREEMENT, agrees to comply with all applicable rules, ordinances, regulations and standards that may apply to the designated activities set forth in the approved grant award.

6. The HOUSING AUTHORITY, as a condition of receipt of the subject funds, shall take such actions as are necessary and proper in order to comply with the conditions of the grant award and which are necessary to properly complete the designated activities in Section two (2) of this AGREEMENT.

7. The HOUSING AUTHORITY shall insure that no person is displaced or forced to relocate as a direct result of this project. Any tenant or occupant of said property would be offered a substitute lease under such terms and conditions as are appropriate to prevent such person from being classified as a displaced person under applicable law.

8. The HOUSING AUTHORITY shall comply with all other applicable uniform administrative requirements for the grant and specifically those identified in OMB Circulars A-110 and A-112.

9. This AGREEMENT may be terminated by the COUNTY upon sixty (60) days written notice to the HOUSING AUTHORITY for good cause should the HOUSING AUTHORITY fail to materially comply with any of the terms of this AGREEMENT, provided that the COUNTY reimburses in full for any expenses that have been incurred by the HOUSING AUTHORITY for this specific grant activity. The

HOUSING AUTHORITY may terminate this AGREEMENT upon sixty (60) days written notice of intent to terminate, provided that the HOUSING AUTHORITY reimburses the COUNTY in full for any expenses that have been incurred by COUNTY or will be incurred by COUNTY to reimburse HUD under the grant resulting from the actions of the HOUSING AUTHORITY.

10. The parties shall be bound by the terms and conditions of this AGREEMENT for a period of five (5) years after notice to the parties that HUD Grant Number AZH140014 has been formally closed out or until all issues raised by the audit have been resolved, whichever is later.

11. Each party has authorized the Cochise County Attorney's Office to conduct the requisite review of the IGA on its behalf. Each party hereby acknowledges that it has consulted with the Deputy County Attorney regarding the potential conflicts of interest that may arise in the dual representation of both parties by the Office of the County Attorney and has consented to this arrangement.

THE HOUSING AUTHORITY OF
COCHISE COUNTY COMMISSION

COCHISE COUNTY BOARD OF
SUPERVISORS

_____, Chairperson

Patrick Call, Chairperson

ATTEST:

Arlethe G. Rios, Clerk of the Board

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Re: IGA between Cochise County and the Housing Authority of Cochise County

The attached AGREEMENT, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County and the Housing Authority of Cochise County.

APPROVED AS TO FORM this _____ day of _____, 201__.

COCHISE COUNTY ATTORNEY

By: _____
Elda E. Orduño, Civil Deputy