RESOLUTION 20-2006

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BENSON, COCHISE COUNTY, ARIZONA AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE HOUSING AUTHORITY OF COCHISE COUNTY TO IMPLEMENT THE CDBG-FUNDED PROJECT FOR THE OWNER-OCCUPIED EMERGENCY HOUSING REHABILITATION PROGRAM IN THE CITY OF BENSON; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, OR A DULY AUTHORIZED OFFICER TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Benson is authorized to enter into intergovernmental agreements with other agencies pursuant to Arizona Revised Statutes §11-952; and

WHEREAS, the City of Benson is applying for funding from the Arizona Department of Housing, in the amount of $57,500 in Community Development Block Grant (CDBG) funds, to use for the Owner-Occupied Emergency Housing Rehabilitation in the City of Benson; and

WHEREAS, the Housing Authority of Cochise County will follow all CDBG goals, objectives, and guidelines when administering the Program on behalf of the City of Benson; and

WHEREAS, the Housing Authority of Cochise County plans to accomplish the Emergency Housing Rehabilitation on approximately 5 homes with a "not to exceed" cost of $10,000 per unit; and

WHEREAS, both the Housing Authority of Cochise County and the City of Benson are able to meet the terms of the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, COUNTY OF COCHISE, STATE OF ARIZONA, AS FOLLOWS:

Section 1

That the attached intergovernmental agreement between the Housing Authority of Cochise County and the City of Benson, for the purpose of undertaking an Owner-Occupied Emergency Housing Program, is hereby approved and the Mayor is authorized to sign this agreement.

Section 2

That the City Manager and his duly authorized officers, staff and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution to fulfill the City's obligations under this agreement.

Passed and adopted by the City Council of Benson, Arizona, this 24th day of April, 2006.

George Scott, Mayor

ATTEST:

Vicki L. Vivian

Vicki Vivian, City Clerk

APPROVED AS TO FORM

Ann P. Roberts

Ann Roberts, City Attorney

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

THIS AGREEMENT, entered into the 25th of April, 2006 between THE CITY OF BENSON, a body politic, hereinafter called the CITY, 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 CITY has been awarded **$57,500** from the State of Arizona Department of Housing Community Development Block Grant Contract Number _____, and such funds are to be applied to the Emergency Home Repair Program, an activity to be coordinated by the HOUSING AUTHORITY; and

WHEREAS the CITY is the party responsible to the State 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 CITY 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 CITY 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 CITY from Community Development Block Grant No. _____ in the amount of $50,000 are to be used for the Emergency Home Repair activity, and that only the funds received by the CITY from Community Development Block Grant No. _____ in the amount of $7,500 are to be used for administrative costs related to the Emergency Home Repair activity under CDBG No. _____. The CITY 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 Arizona Department of Housing Community Development Block Grant Agreement between the State of Arizona Department of Housing and the City of Benson CDBG Contract No. _____ approved on _____ 2006, and City of Benson Resolution 19-2006 adopting owner occupied housing rehabilitation guidelines. Current editions of these documents are attached hereto as Exhibit A and Exhibit B and incorporated herein by reference.

3. The HOUSING AUTHORITY will provide administrative services, inspection, and procurement of construction services in connection to emergency home repairs to approximately five owner occupied homes located within the City of Benson. To initiate the administrative services, the CITY shall pay the HOUSING AUTHORITY the sum of $4,000 upon signing this contract. The CITY Clerk will submit said invoice and payment documentation to the State of Arizona Department of Housing Community Development Block Grant Program for reimbursement of grant funds. The remaining $3,500 shall be due and payable to the HOUSING AUTHORITY upon completion of the project. The HOUSING AUTHORITY shall pay all housing rehabilitation expenses incurred for this specific grant activity and maintain detailed records of such payments. The HOUSING AUTHORITY will provide to the CITY Clerk copies of invoices, and other pertinent expenses with proof of payment. The HOUSING AUTHORITY will provide payment documentation to the CITY Clerk every sixty- (60) days or less. The CITY Clerk will submit said payment documentation to the State of Arizona Department of Housing Community Development Block Grant Program for reimbursement of the grant funds. In turn, the CITY shall reimburse the HOUSING AUTHORITY for expenses incurred for each reimbursement request. The CITY Clerk shall maintain a central file of all required documents, papers, and reports for said CDBG grant. Upon completion of the housing activity, any unused funds from this specific grant activity shall be returned to the State CDBG program.

4. The CITY 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 CITY shall approve all requests for disbursement of the subject grant funds and shall initiate all requests to the grantor for grant funds not previously disbursed to the CITY. Such approval shall not arbitrarily be withheld in regard to the designated activities set forth in this agreement.

6. The City Council of the CITY hereby delegates to the City Clerk the responsibility for overseeing and administering this grant, and accordingly, said designee is therefore authorized to act on behalf of the CITY for such purposes.

7. The HOUSING AUTHORITY, as a condition of CITY 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.

8. 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

9. The HOUSING AUTHORITY shall insure that no person is displaced or forced to relocate as a 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 laws.

10. 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.

11. This Agreement may be terminated by the CITY upon 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 CITY 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 60 days written notice of intent to terminate, provided that the HOUSING AUTHORITY reimburses CITY in full for any expenses that have been incurred by CITY or will be incurred by CITY to reimburse the Department of Housing under the grant resulting from the actions of the HOUSING AUTHORITY.

12. The parties shall be bound by the terms and conditions of this agreement for a period of five years after notice to the parties that Community Development Block Grant No. _____ has been formally closed out or until all issues raised by the audit have been resolved, whichever is later.

THE HOUSING AUTHORITY OF COCHISE COUNTY COMMISSION

_____

LYNNE BIE, CHAIRMAN

_____

WILLIAM KAMMANN, DIRECTOR

THE CITY OF BENSON

_____

GEORGE SCOTT, MAYOR

ATTEST:

Vicki L Vivian

_____

VICKI VIVIAN, CLERK

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: IGA between the City of Benson 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 _____, 2006.

EDWARD G. RHEINHEIMER
Cochise County Attorney

By:_____
Deputy County Attorney