

**INTERGOVERNMENTAL AGREEMENT
BETWEEN LAKE HAVASU CITY AND
MOHAVE COUNTY REGARDING THE
COUNTY'S RENTAL ASSISTANCE PROGRAM
2018-2023**

This Intergovernmental Agreement ("Agreement") made and entered into this ___ day of _____ 2018, by and between Lake Havasu City, an Arizona municipal corporation ("City"), and Mohave County, a political subdivision of the State of Arizona ("County").

RECITALS, County administers the Rental Assistance Program funded by HUD Section 8 Housing Choice Voucher Program, the Supportive Housing Program, and the Emergency Housing Assistance Program (collectively referred to as "housing programs") for residents of Lake Havasu City, Bullhead City, Kingman, and the unincorporated areas of Mohave County. These housing programs are designed to help low-income families within the County's area with rental assistance, utility assistance, and utility and security deposits, and further, County works with landlords to use existing rental housing stock which reduces the vacancy factor within Lake Havasu City. City and County each have the authority to enter into intergovernmental agreements under Arizona Revised Statutes § 11-952. City, by and through its City Council, determined that the operations of the County serve the public welfare and benefit the community as a whole and to that end authorized its City Manager to execute this Agreement. The parties agree as follows:

1. TERMS

1.1 During the term of this Agreement, City agrees to provide funding to County not to exceed the amount of **Four thousand and no/100 dollars (\$4,000) annually**. These funds will be released to County by City in one (1) payment disbursed on or about July 1st of each year.

1.2 These funds must be used by County to help defray the administrative costs of the County's Rental Assistance Program.

2. REPORTING REQUIREMENTS

County agrees to prepare, retain, and permit City to inspect all housing programs records not otherwise prohibited by law as City deems necessary for the purposes of carrying out the provisions of this Agreement. Both parties agree further that the other party may carry out monitoring and evaluation activities as are reasonably necessary and permitted by law to determine compliance with this Agreement, and that each will effectively ensure the cooperation of its employees, officials, and governing body in such efforts.

3. DURATION

This Agreement shall become effective upon approval by the County Board of Supervisors and the City Council and execution of this Agreement by the parties' authorized representatives, and shall continue through June 30, 2023.

4. STATUS

It is understood and agreed by the parties that both City and County shall be considered independent contractors under this Agreement, and neither party shall be deemed to be an employee of the other party to this Agreement. Moreover, this Agreement shall not be construed as creating any joint employment relationships between City and County.

5. CONFLICT OF INTEREST

This Agreement may be cancelled under Arizona Revised Statutes § 38-511.

6. LIABILITY AND INDEMNITY

6.1 Nothing in this Agreement is to be construed to give any person other than City and County any legal or equitable right, remedy, or claim under this Agreement; but it shall be held to be for the sole and exclusive benefit of City and County.

- 6.2** County agrees to indemnify City from any and all liability, loss, damage or claims City may suffer as a result of claims, demands, costs or judgments against it arising out of County's negligent operation, performance or requirements to be carried out under this Agreement.

7. DISCRIMINATION

County agrees not to discriminate on the grounds of race, color, sex, religion, age, disability status, or national origin with respect to the programs and services it maintains and provides. Violation of this section will result in automatic termination of this Agreement and County agrees to promptly repay to City all funds provided and distributed under this Agreement.

8. NON-APPROPRIATION OF FUNDS

The parties recognize that the funds to be distributed under this Agreement are tax funds. In the event that the projected income is not attained, there is a possibility that some or all of the funds set forth herein will not be available. In the event income falls short of the projected income, City may, in its sole discretion, reduce or delete some of the funding set forth in this Agreement. City will give as much notice as possible if the amount of the funding must be reduced. Should City be unable to provide some or all of the funding set forth in this Agreement, following notice of same to County by City, the parties agree this Agreement automatically will be amended or cancelled to reflect said change without further action and without penalty to either party.

9. TERMINATION CLAUSE

This Agreement may be terminated by either party upon thirty (30) days' written notice to the other of its intention to terminate. Upon termination, the installment payment for that period shall be calculated on a pro-rata basis to the date of actual termination.

10. ENTIRE AGREEMENT

This writing represents the entire Agreement of the parties and merges and supersedes any and all prior understandings, whether oral or written, touching on the subject matter and any amendment or modification will be effective only if in writing signed by both parties.

11. ASSIGNMENT

County may not assign its rights in this Agreement without the written consent of City; and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

12. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

13. GOVERNING LAW

The laws of the State of Arizona will be applied in interpreting and construing this Agreement.

14. WAIVER OF PERFORMANCE

No failure by City or County to insist upon the strict performance of any term or condition or to exercise any right, power or remedy consequent upon a breach of this Agreement and no submission by County or acceptance by City during the continuance of any breach will constitute a waiver of any breach or of any term. No waiver of any breach will affect or alter this Agreement, which will continue in full force and effect, nor the respective rights of County or City with respect to any other then existing or subsequent breach.

15. NO PARTNERSHIP; NO THIRD PARTY RIGHTS

Nothing contained in this Agreement creates any partnership, joint venture, or other arrangement between City and County. Except as expressly agreed, no term or provision of this Agreement is intended to or shall be for the benefit of any person not a party.

16. SECTION HEADINGS

The section headings contained in this Agreement are for purposes of convenience and reference only and do not limit, describe or define the meaning, scope or intent of any of the terms or provisions. All grammatical usage refers to the masculine, feminine, neuter, singular, plural as the contract may require.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is duplicate original and all of which when taken together constitute one and the same document. Counterparts are effective and binding when this Agreement has been executed by all of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

LAKE HAVASU CITY

MOHAVE COUNTY

Jess Knudson
City Manager

Gary Watson
Chairman of the Board of Supervisors

APPROVED AS TO FORM:
Lake Havasu City Attorney's Office

APPROVED AS TO FORM:
Mohave County Attorney's Office

Kelly Garry
City Attorney

Ryan Esplin
Deputy County Attorney

ATTEST:

Ginny Anderson
Clerk of the Board