

**COOPERATIVE AGREEMENT
BETWEEN
SANTA FE CIVIC HOUSING AUTHORITY
AND THE
SANTA FE COUNTY HOUSING AUTHORITY
FOR MUTUAL COOPERATION IN THE
ADMINISTRATION OF TENANT BASED VOUCHERS**

THIS COOPERATIVE AGREEMENT (hereinafter "Agreement") is entered on this 21 day of June 2013, by and between the Santa Fe Civic Housing Authority, Inc., a nonprofit domestic corporation (hereinafter "Authority"), and the Santa Fe County Housing Authority, an instrumentality of Santa Fe County (hereinafter the "County HA").

RECITALS

WHEREAS, the Authority and the County HA are agencies and instrumentalities of their respective governing bodies and have been duly created pursuant to the laws of the State of New Mexico;

WHEREAS, the Authority and the County HA have the mutual goal of providing and making available safe, decent, and affordable housing to low income and very low income residents of the City of Santa Fe and Santa Fe County;

WHEREAS, in 1999 the Authority and the County HA entered into a Cooperative Agreement that provided for the cooperation between the parties to administer their respective tenant based voucher programs; currently known by as the "Housing Choice Voucher Program," which is supported by funds and subsidies from the U.S. Department of Housing and Urban Development ("HUD");

WHEREAS, due to the changes in the jurisdictional boundaries of both the Authority and the County HA since 1999 and the increased need for housing assistance from citizens, including veterans of the City of Santa Fe and Santa Fe County, the parties mutually agree to terminate the 1999 Cooperative Agreement and enter into this Agreement which supersedes the 1999 Agreement;

WHEREAS, the Authority and the County HA desire to have their agreement regarding the administration of their tenant based voucher programs within each parties' jurisdictional boundaries formalized in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. Term

This Agreement shall not become effective until signed by both authorized signatories of the Authority and the County HA. The term of this Agreement shall be from the date indicated above (the "Effective Date") to April 30, 2018 unless terminated earlier pursuant to paragraph five (5) (Termination) below. The parties may extend the term of this Agreement for five (5) years upon mutual written agreement of the parties.

2. Jurisdictional Boundaries

A. The parties mutually agree that for purposes of performing the obligations under this Agreement and throughout the term of this Agreement, there shall be defined boundaries designating areas known as: (i) the City-Authority Boundary and (ii) the County-HA Boundary. The Boundaries shall be designated as indicated in Exhibit A and B, attached hereto and incorporated by reference. City-Authority Boundary shall include all areas within jurisdiction as of January 1, 2013 (Exhibit A) and County-HA Boundary shall include all areas within its jurisdiction as of January 1, 2010 (Exhibit B). This Agreement shall not extend to any other jurisdictional areas for which either entity has jurisdictional control.

3. Portability

A. The Authority and the County HA agree that portability or "porting" refers to an administrative function created by HUD for the Housing Choice Voucher Program which occurs when a voucher client moves his/her residence from one housing authority's jurisdiction to another housing authority's jurisdiction and the porting housing authority transfers administration of that client's voucher to the receiving housing authority. The Authority and the County HA further agree that HUD requires the porting housing authority to pay a monthly administrative fee to the receiving housing authority and to reimburse the receiving housing authority for the monthly rental subsidy paid to the voucher client's landlord on the porting housing authority's behalf.

B. The parties agree that by this Agreement the parties are establishing a maximum number of voucher clients that can be retained by the Authority and by the County HA for clients residing in the other's jurisdiction without porting.

4. Maximum Number of Voucher Clients Retained Without Porting

A. The Authority may retain up to one hundred-twenty (120) voucher clients residing within the County-HA Boundary without porting. The Authority agrees to port client vouchers for clients that reside within the County-HA Boundary that exceed the one hundred-twenty (120) voucher limit.

B. The County HA may retain up to one hundred-twenty (120) voucher clients residing within the City-Authority Boundary without porting. The County HA agrees to port client vouchers for County HA clients that reside within the City-Authority Boundary that exceed the one hundred-twenty (120) voucher limit..

C. The County HA administers a HUD housing voucher program known as the Veterans Administration Supportive Housing (hereinafter "VASH"). Any current VASH vouchers allocated to the County HA by HUD shall be included in the one hundred-twenty (120) voucher limit described in subparagraph B above. Each VASH voucher newly allocated to the County HA by HUD after the effective date of this Agreement used by voucher clients to lease rental units in the City-Authority boundary and administered by the County HA, will not be subject to any porting requirements as provided in this Agreement.

D. Any state funded vouchers allocated to the Authority that are used to lease rental units in the County-HA Boundary will be administered by the Authority and will not be included in the voucher limit described in subparagraph A above. All state funded housing vouchers allocated to the County HA that are used to lease rental units in the City-Authority Boundary will be administered by the County HA and will not be included in the voucher limit described in subparagraphs B and C above and subparagraph E below.

E. The parties agree that both parties will pursue their goal of developing and increasing the availability of affordable housing within their respective jurisdictional boundaries. The 120 voucher clients referred to in subparagraphs A and B, above may be increased at the ratios indicated below if the County HA files a Land Use Resolution Agreement and increases affordable housing units within the County-HA Boundary or the City-Authority Boundary.

- For every one (1) unit of affordable housing that targets low-income families that earn thirty percent (30%) or less of the Area Median Income, the County HA voucher limit will increase by two (2) additional vouchers (2:1)
- For every one (1) unit of affordable housing that targets low-income families that earn more than thirty percent (30)% and less than sixty percent (60%) of the Area Median Income, the County HA voucher limit will increase by one (1) additional voucher (1:1)

F. The Authority shall provide to the County HA a list of the resident addresses for voucher clients subject to the voucher limit within fifteen (15) days after the end of each calendar quarter. The County HA shall use the information provided by the Authority to complete a report to be distributed to the Authority and County HA within thirty (30) days after the end of each calendar quarter. The report will list the current voucher limits for the Authority and the County HA and the voucher client addresses subject to those voucher limits.

G. The County HA and Authority will jointly adopt metro and rural payment standards and utility allowances and will use the standards and utility allowances as described below.

- The metro payment standard and utility allowance shall be used by the Authority and the County HA when

assisting voucher clients residing within the City-Authority Boundary.

- The rural payment standard and utility allowance shall be used by the Authority and the County HA when assisting voucher clients residing within the County-HA Boundary.

5. Termination of Agreement for Cause

Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

6. Dispute Resolution

The Authority and the County HA agree to resolve disputes first by informal discussion. If informal discussion is unsuccessful in resolving a dispute, either party may request mediation by a mediator mutually agreed upon by the parties. The parties shall share the cost of mediation equally. The request for mediation shall be submitted in writing to the other party. Both parties shall participate in the mediation process in good faith. The process shall be completed within sixty (60) days of filing of a request for mediation.

7. Liability

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978, as amended.

8. Amendment

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

9. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the governing bodies of the Authority and the County HA for the performance of this Agreement. If sufficient appropriations and authorization are not made this Agreement shall terminate upon written notice being given from one party to the other.

10. Governing Law

Both parties shall abide by all applicable federal and state laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of New Mexico.

11. Merger

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the service to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to the rental of low income housing to citizens residing in the City of Santa Fe and Santa Fe County; namely the Housing Choice Voucher Program. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates written below.

SANTA FE COUNTY HOUSING AUTHORITY:

Kathleen S. Holian
Kathleen S. Holian, Chair

May 28, 2013
Date

James R. Pacheco
James R. Pacheco, Executive Director

5/28/13
Date

CITY OF SANTA FE CIVIC HOUSING AUTHORITY

Ed Romero
Ed Romero, Executive Director

6/21/13
Date

Steve Ross
County Attorney
Approved as to Form

