

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Community & Human Development
AGENDA DATE: January 19, 2010
CONTACT PERSON NAME AND PHONE NUMBER: William L. Lilly 541-4241
DISTRICT(S) AFFECTED: All Districts

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City Manager be authorized to sign a Memorandum of Understanding between the City of El Paso and the Housing Authority of the City of El Paso (HACEP) outlining their agreement concerning the procedures for the City's Relocation office advisory assistance in conjunction with the City's code enforcement activities and its referral of income-eligible tenant households to HACEP under the displaced person/family preference for admission to public housing or other publicly-assisted housing.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The City has adopted a relocation policy for code enforcement actions, under which the City provides relocation assistance to tenants required to move from buildings that are declared by the City to be unfit for occupancy due to Building code violations. Assistance includes advisory assistance regarding available suitable housing, both private and publicly-assisted, and procedures for obtaining publicly-assisted housing. Over the years the City and HACEP have maintained a cooperative relationship in assisting income-eligible tenant households to establish preference as displaced tenant households for admission to available suitable public housing.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

On June 20, 1989 a MOU was entered into between the City of El Paso and the Housing Authority as part of the City's Rental Rehabilitation Program.

AMOUNT AND SOURCE OF FUNDING:

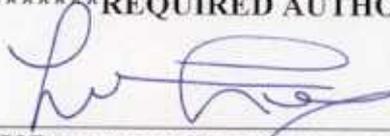
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

This Memorandum of Understanding does not require any funding.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****



DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Memorandum of Understanding between the City of El Paso and the Housing Authority of the City of El Paso ("HACEP") concerning the procedures for the City's Relocation Office advisory assistance in conjunction with the City's code enforcement activities and its referral of income-eligible tenant households to HACEP under the displaced person/family preference for admission to public housing or other publicly-assisted housing.

ADOPTED this _____ day of _____, 20__.

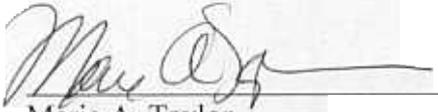
CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

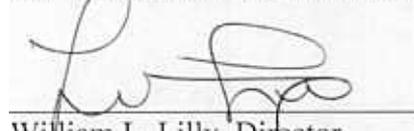
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:



William L. Lilly, Director
Community and Human Development

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2010, between the City of El Paso, Texas (the "City"), a Texas home-rule municipal corporation, and the Housing Authority of the City of El Paso ("HACEP"), a tax-exempt municipal authority and political subdivision of the State of Texas.

WHEREAS, the City has adopted a relocation policy for code enforcement actions, under which the City provides relocation assistance to tenants required to move from buildings declared by the City to be unfit for occupancy as a dwelling through its Relocation Office, to include advisory assistance regarding available suitable housing, both private and publicly-assisted, and the procedures for obtaining publicly-assisted housing; and

WHEREAS, over the years the City and HACEP have maintained a cooperative relationship in assisting income-eligible tenant households, that is a household whose annual family income does not exceed eighty (80%) of median family income for the area, establish preference as a displaced person/family for admission to available suitable public housing or other publicly-assisted housing; and

WHEREAS, the City and HACEP desire to enter into this MOU for the purpose of evidencing their agreements concerning the procedures for the City's advisory assistance related to HACEP's displaced person/family preference for admission to public housing.

NOW, THEREFORE, it is mutually agreed as follows:

A. **Purpose.** The purpose of this MOU is establish the parties' respective duties and obligations related to the City's advisory assistance in conjunction with its code enforcement activities and its referral of income-eligible tenant households to HACEP under the displaced person/ family preference for admission to available suitable public housing or other publicly-assisted housing.

B. **Responsibilities of Parties.**

1) Whenever an authorized representative of the City declares by notice or order that a building is unfit for occupancy as a dwelling prior to or in conjunction with ordering the owner to vacate the building of each tenant household lawfully occupying the building or a portion thereof as a dwelling:

a) The City's Relocation Office will provide advisory assistance to the tenant household regarding available suitable housing, both private and publicly-assisted, and the procedures for obtaining publicly-assisted housing.

- b) For income-eligible tenant households, that is, a household whose annual family income does not exceed 80% of the median family income for the area the Relocation Office shall refer income-eligible tenant households to HACEP as a displaced family. HACEP or other third-party social service agencies may initiate referrals, after notifying the Relocation Office, which will then contact the City's Development Services Department, Building Permits & Inspections Division, to initiate an investigation of the suspected code violations concerning the building.
 - c) HACEP shall conduct initial and final interviews and determine eligibility of those tenants referred by the Relocation Office, in accordance with HACEP's Admissions and Continued Occupancy Policy (ACOP).
 - d) HACEP's ACOP provides a preference for families displaced by action of Local, State or Federal Condemnations or displaced by fire, flood or other natural disasters.
 - e) Displaced families referred by the City under this MOU and accepted by HACEP as eligible for possible placement shall receive a preference.
 - f) The City's Relocation Office will provide transportation to facilitate home visits for conducting of HACEP interviews as a reasonable accommodation to elderly or disabled families upon the tenant household's request.
 - g) Once HACEP determines the referred tenant household is eligible for admission as a displaced family, unit offers shall be made based on available, suitable Public Housing Units.
- 2) Representatives from both parties shall meet periodically to review program performance and as often as necessary to coordinate on-going activities.
- 3) Both parties shall maintain records with respect to:
- a) Address displaced from, reason, unit size and outcome.
 - b) Count of referrals by month to include bedroom size breakdown.
- 4) In addition, both parties agree to make good faith efforts to communicate the status of pending referrals and referral outcomes by either written or telephonic communications on at least a monthly basis.
- C. Term and Termination. The term (the "Term") of this MOU will begin on the date upon which both parties have fully executed this MOU and will remain in effect unless terminated by mutual agreement by the parties or by one of the parties, with or without cause, upon ninety (90) days written notice to the other party.
- D. Amendments. This MOU shall not be modified, amended or changed except upon a written instrument signed by authorized representatives of the parties.

E. Applicable Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in El Paso County, Texas.

F. Assignment. This MOU and the obligations hereunder shall not be assigned, transferred or encumbered in any manner without the written consent of the City and HACEP.

G. Compliance with Laws. In the performance of their obligations under this MOU, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations.

H. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

I. Entire Agreement. This MOU, together with the Attachment(s) attached hereto, if any, constitutes the entire agreement between the parties relating to the subject matter of this MOU. This MOU supersedes all prior agreements, whether written or oral and the parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements, or assurances with respect to such matters except as are set forth herein. This MOU confers no rights on any person(s) or business entity(s) that is not a party hereto. This MOU shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this MOU.

J. No Waiver of Immunity. The parties expressly agree that no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising in whole or part from this MOU. It is the intent of both parties, as governmental entities, to preserve their respective sovereign immunity to the maximum extent allowed. The parties therefore acknowledge and expressly agree that, in all things relating to this MOU, the City and HACEP are performing governmental functions, as defined by the Texas Tort Claims Act. The parties hereby agree that the City and HACEP enter into this MOU as governmental entities for the purpose of performing a governmental function. Further, neither party waives its sovereign immunity to suit or liability in any respect by executing this MOU or any other amendment, modification or agreement related to the MOU.

K. Legal Construction. Every provision contained in this MOU is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this MOU and all other all other terms or provisions of this MOU should be valid and binding and have full force and effect as if the invalid portion had not been included. Where the context of the MOU require, the singular shall include the plural and the masculine gender shall include feminine.

L. Notices. All notices, communications and reports under this MOU shall be either hand-delivered or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: City of El Paso
Attn: Relocation Office,
Community and Human Development Department
2 Civic Center Plaza
El Paso, TX 79901

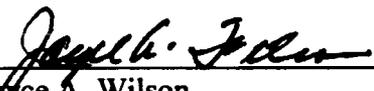
HACEP: Housing Authority of the City of El Paso
Attn: Gerald W. Cichon
Chief Executive Officer
5300 E. Paisano Drive
El Paso, TX 79905-2931

Notice of change of address by either party must be made in writing and mailed to the other party's last known address within five (5) business days of such change.

M. Warranty of Capacity. Each person signing below represents that he or she has read this MOU in its entirety (including any and all Attachments); understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

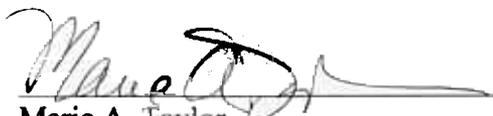
IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date first written above.

CITY OF EL PASO:



Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:



William L. Lilly, Director
Community and Human Development

[Signatures Continue on Following Page]

HACEP:

By: Gerald W. Cichon
Title: Chief Executive Officer

APPROVED AS TO FORM:

Michael Spurlock
HACEP Legal Counsel

APPROVED AS TO CONTENT:

Roman Velasquez
HACEP
Director of Public Housing Programs