



TACOMA HOUSING AUTHORITY

RESOLUTION 2014-7-23(3)

Date: July 23, 2014

To: THA Board of Commissioners

From: Michael Mirra
Executive Director

Re: Interlocal/Intergovernmental Agreement for Research Services

Background

The King County Housing Authority, the Seattle Housing Authority, Home Forward (formerly the Portland Housing Authority), and the Tacoma Housing Authority wish to enter into an interlocal/intergovernmental agreement that will allow them to jointly procure and manage a contract for the following services to be available to them as they may need them:

- (1) review of social science research literature and compilation of background data (e.g, census data) on a wide array of topics pertinent to their work and report to them in understandable language and decision ready formats what that research and data recommend for their program and policy choices;
- (2) help with the design of programs and policies;
- (3) evaluation of program and policy outcomes;
- (4) help finding funding to cover the on-going cost of these services, and for the cost of program implementation.

The contract resulting from this joint procurement will enable THA and the other PHAs to have at their disposal a firm or firms to perform these services. Collaborating in this way will allow the four PHAs to share costs since they all face similar needs for these services. THA anticipates engaging the selected firm in research and evaluation activities related to its various Moving to Work activities, including rent reform and the McCarver project, as well as the expansion of its education programs.

The resulting contract will likely not need further board approval as THA does not anticipate using more than \$100,000 throughout the term of the contract.

Recommendation

Approve Resolution 2014-7-23(3) authorizing the Executive Director to sign an Interlocal/Intergovernmental Agreement for Research Services in substantially the form shown in the draft agreement attached to the resolution.



TACOMA HOUSING AUTHORITY

RESOLUTION 2014-7-23(3)

Interlocal/Intergovernmental Agreement for Research Services

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, RCW 35.82.070 authorizes housing authorities to “make and execute contracts and other instruments” including, without limitation, to “arrange or contract for the furnishing by an person or agency, public or private, of services, privileges, works, or facilities for, or in connection with, a housing project or the occupants thereof”; and

WHEREAS, RCW 39.34.030 provides that “[a]ny power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state ... to the extent that laws of such other state ... permit such joint exercise or enjoyment”; and

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Tacoma has determined that it is in the best interest of the Authority to enter into an interlocal /intergovernmental agreement with the Housing Authority of the County of King, the Housing Authority of the City of Seattle and Home Forward to collaborate in obtaining the following services: (1) review of social science literature and data; (2) advice regarding program or policy design; (3) program evaluation; (4) identification of funding sources and fundraising; and (v) such other services as the parties may agree; NOW, THEREFORE,

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

1. The executive director is authorized to negotiate, and if those negotiations are successful, to execute an Interlocal/Intergovernmental Agreement in substantially the form shown in the attached draft.
2. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Approved: July 23, 2014



Greg Mowat, Chair

INTERLOCAL/INTERGOVERNMENTAL AGREEMENT

by and among

**HOUSING AUTHORITY OF THE CITY OF TACOMA,
HOUSING AUTHORITY OF THE COUNTY OF KING,
HOUSING AUTHORITY OF THE CITY OF SEATTLE,
and
HOME FORWARD**
concerning

their collaboration to procure and use services for (i) review of social science literature and data;
(ii) advice regarding program or policy design; (iii) program evaluation; (iv) identification of
funding sources and fundraising; and (v) such other services as the Parties may agree.

The following parties enter this Interlocal/Intergovernmental Agreement ("Agreement"):

Housing Authority of the City of Tacoma ("THA")
Housing Authority of the County of King ("KCHA")
Housing Authority of the City of Seattle ("SHA")

each of which is a public body corporate and politic of the State of Washington, and

Home Forward, which is a public body corporate and politic of the State of
Oregon

(collectively, the "Parties"). In consideration of the mutual covenants contained in the
Agreement, the Parties agree as follows:

Section 1 RECITALS

1.1 THA, KCHA and SHA are housing authorities created pursuant to chapter 35.82 of the Revised Code of Washington (the "Washington Housing Authorities Act") and "public agencies" within the meaning of RCW 39.34.020. HOME FORWARD is a housing authority created pursuant to Oregon Revised Statutes 456.055 through 456.235 (the "Oregon Housing Authorities Act") and a "public agency" within the meaning of ORS 190.410.

1.2 The Parties wish to collaborate to obtain the following services (i) review of social science literature and data; (ii) advice regarding program or policy design; (iii) program evaluation; (iv) identification of funding sources and fundraising; and (v) such other services as the Parties may agree (collectively, the "Services").

1.3 RCW 35.82.070 authorizes housing authorities created pursuant to the Washington Housing Authorities Act to "make and execute contracts and other instruments" including, without limitation, to "arrange or contract for the furnishing by an person or agency,

public or private, of services, privileges, works, or facilities for, or in connection with, a housing project or the occupants thereof”.

1.4 ORS 456.120 authorizes housing authorities created pursuant to the Oregon Housing Authorities Act to “make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority” including, without limitation, to “arrange or contract for the furnishing by any person or agency, public or private, of services, privileges, works or facilities for, or in connection with, a housing project or the occupants thereof”.

1.5 RCW 39.34.030 provides that “[a]ny power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state ... to the extent that laws of such other state ... permit such joint exercise or enjoyment”.

1.6 ORS 190.420 provides that “[a]ny power or powers, privileges or authority exercised or capable of exercise by a public agency in this state may be exercised and enjoyed jointly with any public agency in another state to the extent that the laws of the other state permit such joint exercise or enjoyment”.

1.7 The Board of Commissioners of each of the Parties has adopted a resolution authorizing the execution of this Agreement.

Section 2 PURPOSE

The purpose of this Agreement is to describe the terms and conditions under which the Parties will cooperate in order to seek, select, and obtain the Services.

Section 3 SELECTION AND USE OF SERVICE PROVIDERS

3.1 Request for Proposals.

The Parties shall cooperate in the distribution of one or more Requests for Proposals (collectively, the “RFP”) seeking one or more organizations to provide the Services. THA will have primary responsibility for managing the RFP and selecting the respondent(s). It will use its procurement policy for this purpose.

3.2 Selection of Service Providers

Each Party will designate an individual (“Authorized Representative”) to participate in the committee to review and assess responses to the RFP and select a service provider or providers from among the respondents to the RFP. A party may decline to participate. The parties shall make good faith efforts to agree on the selection. Unless the parties agree on an

alternative method, the Committee shall make its selection by averaging and compiling the point scores of its members.

3.3 Contract with Service Provider

THA shall be primarily responsible for negotiating the contract with the selected service provider(s), in consultation with the other parties. Each party shall sign the final contract.

3.4 Use and Payment of Service Providers

Any Party or Parties may request that a selected provider (a "Service Provider") perform Services of the type described in the RFP. In connection with each request for Services, the requesting Party or Parties will enter into a letter of engagement ("LOE") with the Service Provider, setting forth the: (a) scope of work and work product, (b) schedule for performance, and (c) fee schedule and estimated or fixed cost based upon the fees and costs set forth in the contract. Each Party separately entering into an LOE with a Service Provider will be solely responsible for the payment of fees and costs under that LOE. When multiple Parties enter into a single LOE with a Service Provider, such Parties shall split the costs evenly unless the LOE directs a different split.

3.5 Ownership of Work Product

Each Party separately entering into an LOE with a Service Provider will be the sole owner of work product prepared pursuant to that LOE. When multiple Parties enter into a single LOE with a Service Provider, such Parties shall have a joint ownership of the work product unless the LOE directs a different ownership.

Section 4 Miscellaneous.

4.1 Term of Agreement.

This Agreement shall take effect as of the date first written above and shall be terminated in accordance with [Section 4.2] below.

4.2 Termination

This Agreement may be terminated upon mutual agreement of each of the Parties, in which event the termination shall be effective at any time established by mutual agreement. In addition, any Party may provide written notice to each of the other Parties that it intends to withdraw, in which event such Party shall no longer be subject to this Agreement as of the time specified in such notice of withdrawal. A withdrawing party, however, will still be required to meet any financial obligations to which it had committed under this agreement prior to the termination. So long as at least two Parties remain subject to this Agreement, this Agreement shall remain in full force and effect with respect to the remaining Parties, notwithstanding the withdrawal of any other Party.

4.3 Notices

All notices required to be in writing shall be given using the notice addresses in this section. A Party may designate a different notice address by providing written notice to the other Party. Email notification is adequate for these purposes if to an email address of the then current executive director. The email addresses below are for the present executive directors.

If to THA:

Housing Authority of the City of Tacoma
902 South L Street
Tacoma, Washington 98405-4037
Attention: Executive Director
mmirra@tacomahousing.org

If to KCHA:

Housing Authority of the County of King
600 Andover Park W.
Tukwila, Washington 98188
Attention: Executive Director
stephenn@kcha.org

If to SHA:

Housing Authority of the City of Seattle
190 Queen Anne Avenue North
Seattle, Washington 98109
Attention: Executive Director
alofon@seattlehousing.org

If to HOME FORWARD:

Home Forward
135 SW Ash Street
Portland, Oregon 97204
Attention: Executive Director
Steve.Rudman@homeforward.org

4.4 Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4.5 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of Washington. The venue for any legal action arising from a dispute under this Agreement is the Superior Court for Pierce County, Washington.

4.6 Entire Agreement/Modification

This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be amended or modified by written instrument signed by the Parties hereto.

4.7 Assignment

No Party to this Agreement may assign its rights or obligations hereunder.

4.8 Interlocal Cooperation Act Provisions

The parties do not intend to establish a separate legal entity to conduct this cooperative undertaking. The Executive Director of THA is appointed as the administrator responsible for administering the joint undertaking set forth in this Agreement. No special or joint budget or funds are anticipated, nor shall any be created. Each Party is responsible for its own finances in connection with this Agreement, and nothing in this Agreement shall be deemed or construed otherwise. Except as otherwise described in [Section 3.4], the Parties do not intend to acquire, hold, or dispose of any real or personal property pursuant to this Agreement.

4.9 Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument.

4.10 Filing Requirements

Upon execution of this Agreement, SHA, KCHA and THA, shall file a copy of this agreement as RCW 39.34.040 directs.

HOUSING AUTHORITY OF THE CITY
OF TACOMA

By: _____
Michael Mirra, Executive Director

HOUSING AUTHORITY OF THE
COUNTY OF KING

By: _____
Stephen J. Norman, Executive Director

HOUSING AUTHORITY OF THE CITY
OF SEATTLE

By: _____
Andrew J. Lofton, Executive Director

HOME FORWARD

By: _____
Steven D. Rudman, Executive Director