

CITY OF HAMPTON

STATE OF GEORGIA

RESOLUTION NO. 2022-46

A RESOLUTION TO AUTHORIZE THE CITY COUNCIL TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE HAMPTON HOUSING AUTHORITY; TO PROVIDE FOR REPEAL OF CONFLICTING RESOLUTIONS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing authority of the City of Hampton, Georgia is the Mayor and Council thereof; and

WHEREAS, the City has created a Housing Authority (hereinafter "HHA") established in accordance with the Housing Authorities Law," as amended, and codified as Article 1 of Chapter 3 of Title 8 of the Official Code of Georgia Annotated; and

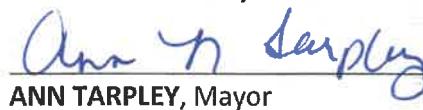
WHEREAS, in consideration of providing funding to the existing HHA and to ensure accountability, the City desires to enter into an intergovernmental agreement ("IGA") with the HHA; and

WHEREAS, the IGA attached hereto and incorporated by reference shall be approved for execution by the Mayor and take effect immediately; and

BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the City of Hampton, Georgia, and by the authority thereof adopt and approve the IGA, attached hereto and incorporated by reference, with the HHA and authorize the Mayor to sign on behalf of the City to be effective immediately.

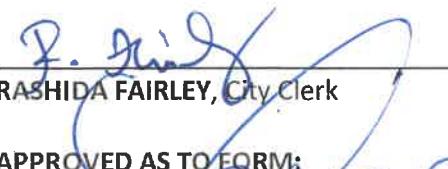
SO RESOLVED, this 21 day of November, 2022.

CITY OF HAMPTON, GEORGIA



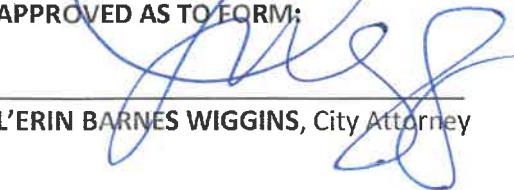
ANN TARPLEY, Mayor

ATTEST:



RASHIDA FAIRLEY, City Clerk

APPROVED AS TO FORM:



L'ERIN BARNES WIGGINS, City Attorney

EXHIBIT "A"

IGA with HHA

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY
OF HAMPTON, GEORGIA AND CITY OF HAMPTON
HOUSING AUTHORITY**

This Intergovernmental Agreement (the "IGA") is made and entered into as of November 21, 2022, by and between the CITY OF HAMPTON, a Georgia municipal corporation ("City") and CITY OF HAMPTON HOUSING AUTHORITY, a governmental authority created under the laws of the State of Georgia (the "HHA"). City and HHA are sometimes referred to in this IGA individually as a "Party" or jointly as "Parties".

WHEREAS, the HHA currently and intends to continue to provide safe or sanitary dwelling accommodations in the City to persons of low income at rentals they can afford in accordance with the Housing Authorities Law," as amended, and codified as Article 1 of Chapter 3 of Title 8 of the Official Code of Georgia Annotated; and

WHEREAS, to further its statutory purpose, the HHA has identified a need to create a non-profit arm of its operations to acquire additional housing and remain in compliance with the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the HHA requires legal representation to assist it with the creation of the non-profit; and

WHEREAS, the HHA is prohibited from using its current funds to establish said non-profit or from hiring legal counsel; and

WHEREAS, the Parties desire to enter into this IGA wherein the City will provide funding to the HHA for the purpose of the HHA desires to hire legal counsel to assist in the creation of a non-profit organization. Said non-profit will allow the HHA to acquire additional projects to further its statutory purpose; and

WHEREAS, the City shall support the HHA with the funding for the aforementioned purpose in the amount of \$2,500.00; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the sufficiency of which is hereby agreed to by the Parties, the Parties hereto agree as follows:

1. Purpose of Funding.

In exchange for the aforementioned funding to be provided by the City, the HHA shall hire legal counsel to assist it with the creation of a non-profit organization. The non-profit organization shall be subject to the same requirements as the HHA as defined in Article 1 of Chapter 3 of Title 8 of the Official Code of Georgia Annotated.

2. Reimbursement.

The HHA shall repay the City the entire funding of \$2,500.00 within six months following the creation of the non-profit organization.

3. Transfer of Title.

The HHA shall ensure that the title to any real property purchased by the non-profit arm of the HHA is properly documented and the properties are maintained with high-quality standards and the services thereto are commensurate with the services provided to the properties owned and/or maintained by the HHA. The City shall be notified of any acquired property/projects by the non-profit within 30 days of acquisition.

4. Breach.

Failure of the HHA to reimburse the City for the funding, the City shall have a cause of action against the HHA for breach of contract.

5. Ownership of Assets.

Current ownership of buildings and real estate not contemplated in this IGA will not be affected by this IGA. The funding pursuant to this IGA shall not vest title in the City.

6. Records and Accounting

So long as the HHA receives and accepts this monetary contribution from the City, it shall maintain records and accounts that will allow the City to assure a proper accounting for all funds paid for the performance of this IGA. Within 72 hours of a written request by the City, the HHA shall make such records available for review by City and other authorized entities requiring such records. Such "financial records" shall include, but not necessarily be limited to, closing documents, appraisals, a balance sheet and income and expense reports. The financial records will be maintained by HHA for at least three (3) years, or such longer period, as may be required by law or regulation after the expiration of this Agreement.

7. Quality of Service

The City shall have the right to require that any inappropriate practices be remedied or discontinued. Such rights by City shall extend, but not be limited, to the following functions and operations of HHA:

- a. Quality of Materials and Operations. All of HHA's and the non-profit's

operations shall be of high quality and shall not contain any indecent, obscene or defamatory material. No documents protected by copyright or other intellectual property rights shall be produced, displayed or distributed without first acquiring the legal rights to do so.

- b. **Quality of Equipment.** All permanent or temporary facilities, equipment or fixtures offered by the HHA in furtherance of this IGA shall be of good quality for its intended use.
- c. **Equal Opportunity.** The HHA agrees that it will not discriminate against anyone on the basis of race, color, gender, sexual orientation, religion, ancestry or national origin. The HHA shall not, in the performance of this IGA, discriminate against any contractor, broker, customer, potential customer, patron or other person on the basis of race, color, gender, sexual orientation, religion, ancestry, national origin or disability and shall provide services, facilities and other privileges to all such persons equally.

1. Risk of Loss, Bonds and Insurance

Risk of loss of all property, fixtures and personality shall be upon HHA.

2. Indemnification and Limitation of Liability

Except to the extent that liabilities arise from the City or its employees, agents, or contractors' negligence or misconduct, the HHA agrees to indemnify, defend and protect the City and its officers, directors, agents and employees from and against and hold the City and its officers, directors, agents and employees harmless and free from any and all liability, loss, cost, expense or obligation, including without limitation reasonable attorneys' fees, court costs and other expenses, including without limitation, those of appeal, on account of or arising out of: injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the Term related in any way to this IGA.

3. Failure to Meet IGA Obligations.

Should the HHA fail to hire legal counsel for the purpose of establishing a non-profit arm of the HHA in compliance with this IGA, all funds provided for herein shall be transferred back to the City within thirty (30) days.

4. Term and Termination

This IGA is for a one-time transfer of funds for the specific, aforementioned purpose and shall be deemed terminated upon the successful completion of the fund transfer from the City to the HHA and the reimbursement from the HHA back to the City.

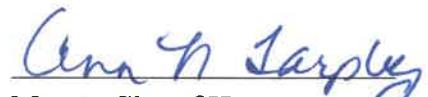
5. Miscellaneous

- a. Assignment. Neither Party shall have the right to assign its rights or obligations hereunder without obtaining the prior written consent of the other Party, and any attempted assignment without such prior written consent shall be void. Permitted assigns and successors in interest shall have the benefit of, and shall be bound by, all terms and conditions of this IGA.
- b. No Joint Venture. The HHA shall perform its duties herein as an independent contractor. Notwithstanding anything contained herein to the contrary, nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the Parties, except as principal and independent contractor agent.
- c. Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults.
- d. Severability. If any provision of this IGA or the application thereof to any person or circumstances shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.
- e. Governing Law, Forum and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Georgia with the courts of that State having jurisdiction to resolve all disputes which may arise under, or which relate to this IGA. Any and all claims or actions arising out of or relating to this IGA shall be filed in and heard by any court of competent jurisdiction to hear such suits located in Henry County, Georgia, and each Party hereby consents to the jurisdiction of such courts and irrevocably waives any objections thereto, including, without limitation, objections on the basis of improper venue or *forum non conveniens*.
- f. Additional Documents. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this IGA.
- g. Entire Agreement. This IGA contains the entire understanding between the Parties, and it supersedes any prior written or oral agreements between the Parties concerning the subject matter of this IGA. There are no representations, agreements, or understandings between the Parties relating to the subject matter of

this IGA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

FOR THE CITY:



Mayor, City of Hampton

FOR THE HHA:

Chair, Hampton Housing Authority

