

RESOLUTION NO. 2021-11

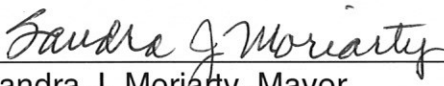
A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF COTTONWOOD FOR JOINT FUNDING OF A VERDE VALLEY HOUSING MANAGER.

WHEREAS, the City of Sedona and the City of Cottonwood desire to cooperate and join resources in the funding of a Verde Valley Housing Manager to develop and advance housing programs and implement the recently created housing action plans for affordable and workforce housing; and

WHEREAS, to effectuate the entire agreement between the parties, an Intergovernmental Agreement setting forth all the terms and conditions of the proposed Verde Valley Housing Manager has been drafted.


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT the City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the City of Cottonwood, Arizona concerning the joint funding of a Verde Valley Housing Manager. The Mayor is authorized to execute said agreement on behalf of the City of Sedona, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 22nd day of June, 2021.



Sandra J. Moriarty, Mayor

ATTEST:



Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:



Kurt W. Christianson, City Attorney

INTERGOVERNMENTAL AGREEMENT FOR JOINT FUNDING OF A VERDE VALLEY HOUSING
MANAGER

This Intergovernmental Agreement (this "Agreement") is made and entered into as of 22ND day of JUNE, 2021 (the "effective date"), by and between the City of Cottonwood and the City of Sedona, both Arizona municipal corporations.

RECITALS

WHEREAS, National Low Income Housing Coalition ranks the State of Arizona as third-worst in the Nation for affordable housing; and the Cities of Cottonwood and Sedona and the Verde Valley are experiencing an extreme affordable housing and workforce housing shortage; and

WHEREAS, Cottonwood and Sedona desire to encourage the development of affordable housing and workforce housing; and

WHEREAS, Cottonwood and Sedona are authorized pursuant to A.R.S. § 9-461.05 to plan for the improvement of housing affordability designed to make equal provision for the housing needs of all segments of the community regardless of race, color, creed or economic level; and are authorized pursuant to A.R.S. § 9-441 through § 9-441.07 to declare areas in serious need of housing; and

WHEREAS, the parties are authorized to enter into intergovernmental agreements for joint or cooperative action pursuant to A.R.S. § 11-951 through § 11-954.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

- I. Employee. Sedona shall recruit, select and employ a Housing Manager (the "Employee") who shall perform the functions of the Position Description, attached hereto as Exhibit A and incorporated by this reference. The Employee shall be a Sedona city employee for all purposes, and Sedona shall have sole and complete control over the Employee's compensation, performance, evaluation, disciplinary procedures, and all other employment-related matters. Cottonwood shall be consulted from time to time regarding the Employee's projects and priorities - which shall include seeking grants to support the position and to address affordable and workforce housing issues in the greater Verde Valley region. Employee will seek grants for the benefit of each city and/or for programs and projects that serve the region. The Employee will present and provide reports and updates to the Cottonwood City Council and Cottonwood community from time to time, as requested.

- II. Cost contribution/payments. Cottonwood shall contribute 45 percent of the Employee's salary and benefits. Sedona shall pay the remaining 55 percent of the Employee's salary and benefits and all other actual, burdened costs of employing the Employee (including travel, training, subscriptions, memberships, other overhead and departmental costs) Sedona shall invoice Cottonwood quarterly for its portion of salary and benefits costs, and Cottonwood will pay such invoices within 30 days.

- III. Indemnification. To the extent permitted by law, each party shall defend, indemnify and hold the other harmless from any and all actions, judgments, claims, demands, injuries, damages, costs, expenses and fees (including reasonable attorney's fees) of any nature or kind to the extent arising out of the negligent act or omission of the indemnifying party, its elected officials, directors, officers, employees, or agents in performing services under this Agreement. This duty shall be limited to the amounts set forth in Section IV below, or the indemnifying party's actual insurance coverage, whichever is greater and shall survive termination of this Agreement.
- IV. Insurance. Cottonwood and Sedona shall each provide and maintain liability insurance coverage of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, which shall respond to claims arising out of the activities contemplated this Agreement. Said insurance policy shall name the other party as an additional insured. Each party shall deliver to the other a certificate of insurance in a form satisfactory to the other party. Such policies shall provide for thirty (30) days prior written notice prior to cancellation.
- V. Term. This Agreement shall become effective on the date it has been approved by both the Cottonwood City Council and the Sedona City Council and shall continue in effect for two years (the "initial termination date"), with the option to renew for three (3) additional one (1) year terms subject to annual rate negotiations in years three (3) through five (5). No later than 90 days before the initial termination date, or any subsequent termination date, the parties shall meet to discuss the terms of any future extension of this Agreement.
- VI. Cancellation; Termination. Either party may cancel this Agreement pursuant to the provisions of A.R.S. §38-511, which are hereby incorporated into this Agreement as if fully set forth herein. This Agreement may be terminated prior to expiration of the initial termination date or any subsequent termination date for convenience, with or without cause, by either party by that party providing the other with 180 days' advance written notice of its intent to terminate. Upon any termination any amounts paid by Cottonwood pursuant to a quarterly invoice for services not yet performed shall be refunded to Cottonwood.
- VII. Miscellaneous.
- a. The parties acknowledge that this Agreement is not intended for the benefit of any third party and shall not be construed as a third-party beneficiary contract.
 - b. Should any provision of this Agreement be found unlawful or unenforceable, it shall be stricken, and the balance of the Agreement shall remain in full force and effect; provided, however, that in the event the stricken portion makes it impractical or impossible for either party to perform their responsibilities under this Agreement, then it shall terminate, and the parties shall be responsible for payment of their share of employment costs through the date of termination.
 - c. The Parties warrant that they comply with all state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation shall be

afforded equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The parties shall take affirmative action to ensure that it will not participate either directly or indirectly in any form of discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Section 109 of the Housing and Community Development Act of 1974; the Age Discrimination Act of 1975; or the Genetic Information Nondiscrimination Act of 2008.

- d. Legal Arizona Workers Act Compliance: To the extent permitted by law, both parties are required to comply with A.R.S. §41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). The parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. Each party retains the legal right to inspect the papers of any contractor or subcontract employee of the other working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.
- e. This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
- f. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of the parties hereto.
- g. This Agreement shall be construed and interpreted under the laws of Arizona, and any litigation under this Agreement shall be commenced in Yavapai County.
- h. The parties agree to make use of mediation and/or another form of alternative dispute resolution prior to commencing litigation, except in cases where a party reasonably determines that it would be futile to do so. In the event of litigation arising out of this Agreement, both parties hereby waive any right to a jury trial which they may otherwise have and consent to a trial to the court.
- i. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.

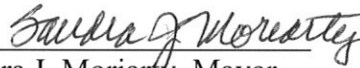
- j. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than as set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.


CITY OF COTTONWOOD:

By: 
Tim Elinski, Mayor

CITY OF SEDONA:

By: 
Sandra J. Moriarty, Mayor

ATTEST:


Marianne Jiménez, City Clerk

ATTEST:


Susan L. Irvine, City Clerk

APPROVED AS TO FORM:


Steven B. Horton, City Attorney


Kurt W. Christianson, City Attorney

EXHIBIT "A"
Position Description

Title: Housing Manager

Salary Class and Range: SM-4, \$77,979 - \$112,465

The Opportunity, Overview, Job Summary:

The Housing Manager is charged with advancing one of the top priorities for both the cities of Sedona and Cottonwood which is to develop housing programs and implement the recently created housing action plans for affordable and workforce housing. While this position will support both the cities of Sedona and Cottonwood, they will be a City of Sedona employee.

This new position will forge relationships and collaborate with city departments, non-profit and community partners, developers, and state, regional, and national housing, and funding agencies to establish housing options achievable, sustainable and accessible to the local workforce. The Housing Manager leads implementation of the housing initiatives and is expected to work with and cultivate a strong network of community stakeholders to quickly, and pragmatically, develop affordable housing solutions. The Housing Manager will implement the pathway through this complex issue, leveraging opportunities and prior accomplishments to strengthen housing options.

The Housing Manager will perform a variety of professional housing assignments including administration, creation, and future expansion of each city's housing programs, aggressively seeking grants, low-interest loans, public-private housing partnerships and other types of affordable housing assistance, coordinating with public and private agencies, providing technical assistance, monitoring grantee performance, and maintaining grant records. This position will lead and implement policies, programs, and projects related to development of the housing action plans to ensure affordable housing goals are achieved. The Housing Manager is responsible for generating recommendations regarding the cities' housing policies and programs while incorporating community input. The Housing Manager exercises influence in setting the cities' housing policies through outreach to the community and interaction with interest groups and the city councils. This position works closely with project applicants to obtain compliance with housing programs and encourage construction of affordable dwelling units.

Overall, the work includes the creation and administration of housing programs, special projects, a down-payment assistance program, facilitation of housing compliance programs, leveraging financing opportunities such as LITHC projects, creation of strategic partnerships, research, grant writing, and public communication and education.

The Sedona, Cottonwood, Verde Valley Region:

Sedona and Verde Valley lie in central Arizona flanked to the west by the Mingus Mountains and to the northeast by the majestic red rocks of the Colorado Plateau. A land of beauty and ecological diversity, the presence of the Verde River and Oak Creek make this region an attractive area to live, work, play, and visit. Located in the high southwestern desert under the rim of the Colorado Plateau at an elevation of 3,300 - 4,500 feet, the region is graced with four mild seasons with plenty of sunshine and clean air. Sedona and the

Verde Valley are south of Flagstaff and about two hours north of Phoenix and Sky Harbor Airport.

The City of Sedona, Arizona was incorporated in 1988 and is one of the western United States' premier tourism, recreation, retirement, viticulture, and art centers, all of which contribute to its economic base. The year-round population of Sedona is approximately 11,000 residents, while the seasonal/visitor population often doubles that number on a regular basis. The city is almost 19 square miles in size, with 51% being owned by private landowners and the rest belonging to the Coconino National Forest.

Cottonwood is the "The Heart of Arizona Wine Country". This charming community is home to approximately 12,500 residents and serves a greater Verde Valley population of about 40,000. Cottonwood is a thriving community boasting award-winning wineries and tasting rooms, high quality of life, and the center of Verde Valley healthcare.

The Organization:

The City of Sedona is a general law city, which operates under the Council Manager form of government with six Council Members and one elected Mayor. The Council appoints the City Manager, who is responsible for carrying out policy enacted by the Council, and overseeing administration of the City. Sedona currently has a staff of 140 regular employees; City departments include the City Manager, City Attorney, City Clerk, Community Development, Economic Development, Public Works, Finance, Human Resources, Information Technology, Magistrate Court, Parks and Recreation, Police, and Wastewater. The City enjoys a high degree of public involvement and collaboration on its boards, commissions, and advisory groups within the City. Citizens are active and engaged in Sedona's civic life. The City has no property tax and relies on sales tax and lodging tax revenues to support its operations. The \$51.2 million budget supports 140 FTEs.

Ideal Candidate Capabilities/Knowledge of:

The ideal candidate must have a genuine desire to serve the communities of Sedona and Cottonwood; and will seek strategic solutions using knowledge of housing best practices and propose new, dynamic approaches and techniques. The ideal candidate will have:

- Extensive knowledge of and practice in housing programs, policies and theories which permits independent performance in carrying out significant difficult, complex assignments.
- Proven experience in preparing and executing strategic plans for housing programs and initiatives.
- Proven insight that spans real estate development, affordable housing, city planning and land use, local government and private sector financial considerations and advocacy.
- Demonstrated cultural competence to effectively interact, work, and develop meaningful relationships with people of various identities, perspectives and diverse backgrounds.
- High business and financial acumen and familiarity with financial analysis developing pro-formas.
- Ability to implement effective education, facilitate difficult conversations, negotiate and engage with the community on all levels, translating complex issues into understandable concepts and decision points.

- Strong working knowledge of and an ability to interpret Federal, State and Local housing law, policies and procedures.
- Supportive of and willing to advocate for equity, diversity, inclusion and Fair Housing principles.
- Demonstrated project management skills including the ability to exercise independent performance as well as setting the vision for the team in project assignment, accountability and completion.
- Present oral and written reports to city management and staff, city councils, other government and public officials and the public regarding technical housing issues, strategic direction, policies and practices. Easily adapts message to wide ranging audience types including diverse communities.
- Use data analytics to drive decision making, develops and interprets metrics to track progress and assist in achieving long-term goals and strategies.
- An ability to establish and maintain effective relationships with peers, elected and appointed leaders, government agencies, service and community organizations, private business, city employees and the customers.
- Demonstrated experience with standard Office suite of programs.

Essential Functions:

- Creates, manages, and plans the cities' housing programs, actions plans, and goals.
- Lead the implementation of the multi-year strategic vision and direction for the cities' housing work which includes implementation of the Housing Action Plan.
- Proactively proposes, evaluates and executes residential and affordable housing strategies for implementation; projects will include both the creation of the housing itself as well as identifying future needs, attracting investors, and developers.
- Prepares and successfully implements the housing annual work program through demonstrated and measurable action steps and ensures the work is completed in a timely, effective and fiscally responsible manner.
- Builds and maintains effective working relationships with city staff, stakeholders, partners, employers, and real estate professionals.
- Monitor data, stakeholder input, and identify gaps in current housing program efforts; establish systems approach that facilitates actions to remedy identified issues.
- Develop new programs to promote affordable housing which address a broad range of housing needs and income levels, including down payment and homebuyer assistance, renter assistance, group and senior housing, and related community development and zoning programs to assist housing initiatives.
- Expand the range of housing assistance available by seeking new grants, loans and other funding sources, and by establishing partnerships with private non-profits, lenders, housing consortia, community housing and development organizations, church groups and others.
- Manages and provides professional counsel and recommendations on the utilization of fee in lieu payments collected by the City of Sedona or City of Cottonwood to supported housing programs.
- Creates and maintains a compliance process to ensure affordability requirements in development agreements are met.

- Attends community and regional meetings and seeks input from a diverse group of community, internal and regional stakeholders to create housing policies and programs to meet the needs of the community and its residents.
- Works to educate constituents, gather feedback on key issues. Creates presentations for informational meetings as well as formal public hearings.
- Develops financial pro-formas detailing the suitability of projects for inclusion as affordable housing properties. Analyze joint venture proposals. Performs cost benefit analysis of identified sites/projects.
- Manages housing program budgets. Makes housing budget recommendations as needed to city councils.
- Identifies and searches out financial resources and ongoing sources of funding for housing.
- Works with the city attorneys to write and review contracts for the purchase of real property, and function on behalf of the town in the creation of joint funding and development agreements, memorandums of understanding, and other binding documentation necessary in the development of affordable housing.
- Ensures an accurate and complete database of affordable and diverse housing units. Maintains and ensures compliance as needed.
- Ensures long range workforce housing related planning documents remain pertinent, relevant and up-to-date.
- Ensures timely, accurate and responsive answers to questions directly from the public and internal customers.
- Keeps abreast of developments within the municipal housing field by subscribing to professional journals and publications, attending conferences and seminars, and associating with appropriate professional organizations. Avails self of training opportunities in discovering programs for technical and professional development that benefits the cities' housing efforts.
- Serve the citizens and guests of the City of Sedona by abiding by all City of Sedona values.
- Other duties as assigned.

Experience and Education:

A Bachelor's degree in relevant and related housing, land use, planning, public administration, real estate, policy, and sustainability disciplines required; Master's degree preferred. Minimum five years of progressively responsible managerial/administrative experience in housing development and/or management and strategic policy making including five years of leadership and policy development experience in a highly competitive housing market. Any combination of education and experience equivalent to the foregoing will be considered.