

**INTERGOVERNMENTAL COOPERATION AGREEMENT**  
**BETWEEN**  
**HOUSING AUTHORITY OF THE CITY OF ALAMEDA**  
**AND**  
**[PARTNER ORGANIZATION]**

This Intergovernmental Cooperation Agreement ("**Agreement**") is made as of the [Xth] day of [Month], [Year], by and between the Housing Authority of the City of Alameda, a public body corporate and politic, organized and existing under the laws of the State of California ("**AHA**"), and the [Partner Organization], a body corporate and politic, organized and existing under the laws of the State of [Partner Organization State] ("**ABBREVIATED PARTNER ORGANIZATION**").

**RECITALS**

- A. AHA properly procured [Vendor Name] ("**ABBREVIATED VENDOR NAME**") through a competitive procurement process which complied with HUD's procurement process at 2 CFR Part 200 and AHA's Procurement Policy to provide [products and/or services].
- B. AHA's representation arrangement with [**ABBREVIATED VENDOR NAME**] is set forth in that certain Agreement dated as of [Month] [Day], [Year] (the "**Title of Original Contract**") a copy of which is attached hereto as Exhibit A ("AHA Agreement").
- C. [**ABBREVIATED PARTNER ORGANIZATION**] requires [products and/or services] of the same type as are set forth in the AHA Agreement.
- D. [**ABBREVIATED PARTNER ORGANIZATION**] has compared the cost and availability of the needed [insert type of service] services on the open market with the cost of purchasing them through [**ABBREVIATED VENDOR NAME**] and has determined that entering into this Agreement provides for greater economy and efficiency and results in cost savings to [**ABBREVIATED PARTNER ORGANIZATION**].
- E. Consistent with 2 CFR 200.318(e), AHA and [**ABBREVIATED PARTNER ORGANIZATION**] support a cooperative approach among governmental entities to accomplish their mandated mission of providing decent, safe, and sanitary housing.
- F. AHA and [**ABBREVIATED PARTNER ORGANIZATION**] desire to enter into this Agreement so that [**ABBREVIATED PARTNER ORGANIZATION**] may purchase [products and/or services] from [**ABBREVIATED VENDOR NAME**].

## AGREEMENT

In consideration of the premises and of the mutual covenants contained herein, and intending to be legally bound, the parties agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein by reference.
2. Effective Date. This Agreement is effective as of [Month Day, Year].
3. Contract for Services. [ABBREVIATED VENDOR NAME] agrees to provide [ABBREVIATED PARTNER ORGANIZATION] with certain of the {insert type of services} services [ABBREVIATED VENDOR NAME] currently provides to AHA under the AHA Agreement and such other services as [ABBREVIATED VENDOR NAME] and [ABBREVIATED PARTNER ORGANIZATION] may mutually agree upon (the "[**Products and/or Services**]") pursuant to a [products and/or services] contract to be negotiated and entered into between [ABBREVIATED VENDOR NAME] and [ABBREVIATED PARTNER ORGANIZATION] (the "[**ABBREVIATED PARTNER ORGANIZATION Services Agreement**]").
4. Standard of Care. The [Products and/or Services] provided by [ABBREVIATED VENDOR NAME] will be performed, findings obtained, and recommendations prepared in accordance with generally accepted industry standards and practices.
5. No Fees to AHA. No fees or other compensation shall be paid by [ABBREVIATED PARTNER ORGANIZATION] to AHA.
6. No Responsibility for Payment or Performance. [Partner Organization and Vendor] acknowledge and agrees that AHA shall not be responsible for the payment of any item(s) or service(s) contracted for by [Partner] as a result of this Agreement.  
  
[Partner Organization] further acknowledges and agrees that AHA shall not be responsible for the performance of [Vendor] contracted for by [Partner] as a result of this Agreement.
7. Disputes between [ABBREVIATED PARTNER ORGANIZATION] and [ABBREVIATED VENDOR NAME]. In the event of a dispute arising under this Agreement, [ABBREVIATED VENDOR NAME] shall notify the Executive Director of [ABBREVIATED PARTNER ORGANIZATION] (the "**Contracting Officer**") promptly in writing and submit its claim in a timely manner. The Contracting Officer shall respond to the claim in writing within ten (10) days of receipt of such claim. [ABBREVIATED VENDOR NAME] shall proceed with its services in compliance with the instructions of the Contracting Officer, but such compliance shall not be a waiver of [ABBREVIATED VENDOR NAME]'s rights to make such a claim. Unless [ABBREVIATED VENDOR NAME], within twenty (20) days of written receipt of the Contracting Officer's decision, notifies the Contracting Officer in writing that it takes exception to such decision, the decision shall be final and conclusive. Any dispute not resolved by this procedure (the "**Dispute Procedure**") shall be subject to the exclusive jurisdiction of either the state or federal courts located in the State of [Partner Organization State], and [ABBREVIATED PARTNER ORGANIZATION] and [ABBREVIATED VENDOR NAME] agree to submit to the personal and exclusive jurisdiction and venue of these courts. A dispute not resolved by the

Dispute Procedure may be determined by consent of [ABBREVIATED VENDOR NAME] and the Contracting Officer by other dispute resolution methods. In the event of any conflict between the Dispute Procedure as set forth in this Section 6 and any dispute resolution procedure set forth in the [ABBREVIATED PARTNER ORGANIZATION] Services Agreement, this Agreement shall control in all respects.

8. Non-exclusivity. Notwithstanding the existence of this Agreement, both AHA and [ABBREVIATED PARTNER ORGANIZATION] have the right to conduct separate procurements for the services set forth in this Agreement or for any other goods or services.

9. Party Responsibility. [ABBREVIATED PARTNER ORGANIZATION] is responsible for ensuring that this agreement meets all requirements under state and federal law regarding Intergovernmental Cooperation Agreements, including but not limited to corresponding the charges and scope of the original agreement.

AHA provides no guarantees regarding its process in the original procurement and [ABBREVIATED PARTNER ORGANIZATION] will perform its own due diligence in regards to the vendor, processes, and regulations.

10. Indemnification/Hold Harmless. [ABBREVIATED PARTNER ORGANIZATION] shall indemnify and hold harmless AHA, its affiliates, its directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any act, omission, or services of [ABBREVIATED VENDOR NAME], its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement and any contract or agreement between Vendor and Partner, including but not limited to property damage, bodily injury, or death (AHA employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of [ABBREVIATED VENDOR NAME], its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement and/or any contract or agreement between Vendor and Partner. [ABBREVIATED PARTNER ORGANIZATION] shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions. This indemnification/hold harmless obligation shall survive the termination and expiration of this Agreement.

11. Delegation and Assignment. Neither this Agreement, nor any right, interest or obligation hereunder may be assigned, pledged or otherwise transferred by any party, whether by operation of law or otherwise, without the prior written consent of the other party or parties.

12. Term. This Agreement shall be effective as of the date listed in Section 2 hereof upon execution and shall remain in effect until either party has provided 30 days' prior written notice to the other of a desire to terminate this Agreement. The parties agree, however, that a termination of this Agreement shall not serve as a termination of either the AHA Agreement or the [ABBREVIATED PARTNER ORGANIZATION] Services Agreement.

13. Notices. All notices, consents, requests, demands and other communications required or permitted under this Agreement: (a) will be in writing; (b) will be sent by e-mail, messenger, certified or registered U.S. mail or a reliable express delivery service (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate address(es) or number(s) set forth below; and (c) will be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (i) a receipt executed by the addressee (or a responsible person in his or her office), the records of the person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or express delivery service, or (ii) a receipt generated by the sender's e-mail server showing that such communication was sent to the appropriate number on a specified date, if sent by e-mail. All such communications will be sent to the following addresses or numbers, or to such other addresses or numbers as any party may inform the others by giving five business days' prior notice:

**As to [ABBREVIATED PARTNER ORGANIZATION]:**

[Name, Title]  
[Partner Organization Name]  
[Address]  
[City, State Zip]  
E-mail: [email address]

**As to AHA:**

Vanessa M. Cooper, Executive Director  
Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, California 94501-2161  
E-mail: VCooper@AlamedaHsg.org

**As to [ABBREVIATED VENDOR NAME]:**

[Name, Title]  
[Vendor Name]  
[Address]  
[City, State Zip]  
E-mail: [email address]

14. Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions shall remain in full force and effect.

15. Amendment or Modification. This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, or extended except by a written amendment duly executed by the parties.

16. Applicable Law. This Agreement shall be deemed to have been made in and shall be construed according to the laws of the State of [Partner Organization State].

17. Further Action. The parties will from time to time do and perform such additional acts and execute and deliver such additional documents and instruments as may be required by applicable law or reasonably requested by any party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same agreement.

19. Nonliability of AHA Board of Commissioners and Employees. No Board member, official, employee, agent or consultant of AHA shall be personally liable to [Partner], [Vendor] or any of their respective successors in interest, in the event of any default or breach by AHA or for any amount which may become due to [Partner], [Vendor] or to their respective successors, or on any obligation under the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

\_\_\_\_\_  
Vanessa Cooper, Executive Director

**[PARTNER ORGANIZATION]**

\_\_\_\_\_  
[Partner Contact Name, Title]

**JOINDER TO  
AGREEMENT**

**[Vendor Name]**, as the party to provide the services described in Section 3 hereof, hereby consents and agrees to be bound by Sections 3, 4, 6 and 9-15 hereof as if **[Vendor Name]** is a party hereto.

**[Vendor Name]**

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**[Vendor Contact Name, Title]**

SAMPLE

**AHA Agreement**

See attached.