

Delegation Agreement

THIS AGREEMENT, entered into this _____ day of _____, 2016, by and between the City of _____ ("City") and County of Maricopa ("County"). The City and the County may be referred to individually as "Party" and collectively as "Parties."

- A. WHEREAS**, the City and the County cooperate in performing environmental reviews within the geographic boundaries of the City for HOME-funded HUD projects in accordance with the National Environmental Policy Act (NEPA), 24 CFR Part 58 and the related laws and authorities, listed at sections 58.5 and 58.6, including responsibilities under Section 106 of the NEPA; and
- B. WHEREAS**, the Parties agree that the County is responsible as the lead agency for implementation of HOME funded HUD programs including determination of whether properties are included in or eligible for inclusion in the National Register of Historic Places (National Register) pursuant to Section 800.14 of 56 CFR Part 800 and implementation of Section 106 of the National Historic Preservation Act, 16 U.S.C 470f; and
- C. WHEREAS** the City serves as lead agency and Responsible Entity pursuant to 24 CFR Part 58 for CDBG programs; and
- D. WHEREAS**, the State Historic Preservation Office (SHPO) assists Federal Agencies and their agents in fulfilling the Section 106 responsibilities pursuant to 36 CFR Part 8; and
- E. WHEREAS** the City of SHPO have entered into a Programmatic Agreement on ____, 20__

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- A.** The purpose of this agreement is to define the responsibilities of the parties as it relates to environmental reviews of HOME- funded HUD projects.
- B.** The County delegates and the City agrees to assume all Section 106 responsibility as required by 24 CFR Part 58.1 for all undertakings HOME-funded HUD projects. Consistent with this delegation the City agrees to consult with the State Historic Preservation Office in fulfilling its Section 106 responsibilities and to comply with all terms of its Programmatic Agreement with SHPO.
- C.** Notwithstanding this delegation, the County remains the lead agency and will have ultimate responsibility, in concurrence with SHPO, for determining whether projects have or do not have a potential effect on historic properties in the environmental review for projects funded by HOME funds.
- D.** The term of this Agreement is ____, 2016 until ____, 2021. The Agreement is effective when executed by all parties. The Agreement may be renewed for an additional (5) five year term. Either party, with the mutual consent of the other, may extend this Agreement in writing.
- E.** The Parties may terminate this Agreement for convenience, with or without cause, by delivering a 60 day written termination notice stating the effective termination date.

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- F. This Agreement is subject to and incorporates by reference the statutory language of A.R.S. §38-511.
- G. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify and save the other Party harmless, including any of the Party's departments, agencies officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability (including, but not limited to, vicarious liability), losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees. Notwithstanding any other term of this Agreement, this Section shall survive the expiration and/or termination of this Agreement.

(Intentionally left blank, signatures to follow)

IN WITNESS WHEREOF, the parties have caused this Agreement to be made on the date above written.

BY CITY OF GLENDALE:

BY MARICOPA COUNTY:

Kevin R. Phelps
CITY MANAGER

Clint L. Hickman, Chair
Maricopa County Board of Supervisors

ATTESTED TO BY:

ATTESTED TO BY:

CITY/TOWN CLERK

Fran McCarroll, Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

DEPUTY COUNTY ATTORNEY