



Contract Number: CT-CD-144364
Effective Date: 4-1-14
Term Date: 3-31-15
Cost: \$15,000.00
Revenue: _____
Total: _____ NTE: _____
Action: 1-1-15
Renewal By: _____
Term: 3-31-15
Reviewed by: [Signature]

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: April 8, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Authorization of contract CT-CD 14000000000000000364 between Northwest Fire District and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract award of \$15,000.00 for fire hydrant purchase and installation expenses covered by the grant made available from HUD funds.

CONTRACT NUMBER (If applicable): CT-CD 14000000000000000364

STAFF RECOMMENDATION(S):

Staff recommends approval by the Board of Supervisors

Procure Dept 03/18/14 PM 02:36

CORPORATE HEADQUARTERS: Tucson, Arizona

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Ver- 1

Vendor- 1

Pgs. 14

To: COB- 3-26-14
Agenda 4-8-13
(3)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: 15,000.00 and/or REVENUE TO PIMA COUNTY: \$

FUNDING SOURCE(S): CDBG/Federal – HUD
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1	X	2		3		4		5		All	
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IMPACT:

IF APPROVED:

County shall authorize contract CT-CD 1400000000000000364 between Northwest Fire District and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract award of \$15,000.00 for fire hydrant purchase and installation expenses covered by the grant made available from HUD funds.

IF DENIED:

County shall not authorize contract CT-CD 1400000000000000364 between Northwest Fire District and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract award of \$15,000.00 for fire hydrant purchase and installation expenses covered by the grant made available from HUD funds.

DEPARTMENT NAME: Community Development and Neighborhood Conservation

CONTACT PERSON: Gloria Soto TELEPHONE NO.: 243-6751

CONTRACTNO. CT CD-14000000000000000000 364**AMENDMENT NO.** _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

INTERGOVERNMENTAL AGREEMENT
between
Pima County and Northwest Fire District
for
Fire Hydrants

THIS Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("COUNTY") as the Community Development Block Grant Recipient, and Northwest Fire District, hereinafter called ("FIRE DISTRICT").

RECITALS

- A. COUNTY and FIRE DISTRICT may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. Sec., §§ 11-952, *et seq*;
- B. COUNTY is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17) to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the COUNTY.
- C. FIRE DISTRICT is authorized by A.R.S. § 48-805 9B) (17) to enter into an agreement to carry out its purposes.
- D. COUNTY applied for and received Community Development Block Grant ("CDBG") funds in the amount of \$2,516,935.00 from the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383).
- E. Under solicitation number CDNC-12-31-12-CDBG-ESG COUNTY sought proposals from local agencies for Federal Year 2013-2014 for programs that would qualify for CDBG funds.
- F. FIRE DISTRICT submitted a response to this COUNTY solicitation.
- G. COUNTY has determined the services proposed in the FIRE DISTRICT's response to solicitation are eligible activities under CDBG and that FIRE DISTRICT is qualified to provide the services.
- H. FIRE DISTRICT'S program was determined to be in the best interests of the residents of the COUNTY.
- I. The 2013-2014 Annual Action Plan COUNTY submitted to HUD to obtain CDBG funds, included FIRE DISTRICT'S proposal.
- J. COUNTY finds that it is appropriate to provide CDBG funds for FIRE DISTRICT'S program.

NOW THEREFORE, COUNTY and FIRE DISTRICT, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. Purpose. This IGA establishes the rights and responsibilities of the Parties for the provision of CDBG funding to FIRE DISTRICT. FIRE DISTRICT shall install a minimum of two (2) fire hydrants in the Flowing Wells area.

2. Scope. In consideration for the CDBG funds received, FIRE DISTRICT shall:

A. Perform the following work to the satisfaction of COUNTY:

- 1. Purchase a minimum of two (2) fire hydrants. The hydrants must comply with the maximum lead content established by the Safe Drinking Water Act of as amended in Section 1417 by the Reduction of Lead in Drinking Water Act of 2011 effective January, 2014. The estimated cost per hydrant is approximately \$7,500.00 including: size of tee, valve and associated fittings, fire hydrant, permits, traffic control and excavation.
- 2. Obtain approval from COUNTY to install fire hydrant once the most beneficial control location has been determined.
- 3. Install fire hydrant.
- 4. Contract with Tucson Water to obtain all necessary permits and install fire hydrant equipment in compliance with applicable codes, regulations and laws.

5. Retain title to, operate, and maintain the fire hydrants for a period of no less than five (5) years.

B. Comply with the Special Agency Conditions set forth in Exhibit A.

C. Undertake the same obligations to the COUNTY, as the COUNTY does to HUD pursuant to said Plan and assurances. FIRE DISTRICT will hold COUNTY harmless against any injury that COUNTY may suffer with respect to HUD on account of any failure on the part of FIRE DISTRICT to fulfill any obligations to HUD.

D. Certify that the equipment, supplies or items purchased under this IGA meets the CDBG Program's National Objectives defined in 24 C.F.R. 570.208. FIRE DISTRICT certifies that the activities carried under this IGA will meet and benefit low- and moderate-income persons.

E. Provide an annual program report on the County web based reporting system at <http://www.pima.gov/CED/Data/forms.html>. Reports provided in any other form shall be accepted only after a written approval is provided by the Community Development and Neighborhood Conservation director or authorized representative. The annual report shall include a community impact narrative for the year, demographic information and a financial report. In addition, an output and outcome report shall be submitted. The reports shall include the benefits of the fire hydrants installed including increased safety, and the number of people that will be served. FIRE DISTRICT shall submit the annual report no later than October 31 of the Grant year.

F. Warrant compliance with FIRE DISTRICT'S Certification set forth in Exhibit B.

G. Employ suitable trained and skilled personnel to perform all services under this IGA.

3. Financing. This is a cost reimbursement IGA. In consideration of the services specified in this IGA, the COUNTY agrees to reimburse FIRE DISTRICT in an amount not to exceed \$15,000.00:

A. Budget:

1. Purchase and Install a minimum of two (2) fire hydrants \$15,000.00

2. **The total amount of this IGA is \$15,000.00.**

B. Payments:

1. Payments will not exceed the amount allocated for this project by HUD under the Community Development Block Grant Program administered by COUNTY. The following conditions shall apply:

a. All of FIRE DISTRICT'S drawdowns for the payment of expenses shall be made against the line item budget specified in Paragraph A above. Expenses for general administration shall also be paid against the line item budget specified in Paragraph A above.

b. Request for reimbursement shall include all claims and invoices of every kind and nature against COUNTY, arising under this IGA or any provision thereof.

c. FIRE DISTRICT shall submit monthly requests for reimbursement no more than thirty (30) calendar days following the end of each month except requests for payment for expenses occurring in May must be submitted by June 15; and expenses occurring in June must be submitted prior to July 7 to meet COUNTY fiscal year-end requirements.

d. All requests for payments shall be on the form set forth in Exhibit C. Each monthly request for payment shall include:

i. Copies of general ledger to support all labor and personnel charges; and

ii. Copies of all receipts and checks (front and back) and general ledger to support all purchased goods or services.

e. FIRE DISTRICT may not be entitled to, and may forfeit, payment of expenses not submitted to COUNTY as follows:

1. More than sixty (60) days after the end of the month in which expenses were incurred in the months of October through March;

2. After June 15 for expenses incurred in April and May;

3. After July 7 for expenses incurred in June;

4. More than sixty (60) days for expenses incurred in July through August; and
 5. After October for expenses incurred in September.
- C. If FIRE DISTRICT requests payment for invoiced bills, rather than a reimbursement, FIRE DISTRICT must submit evidence that the invoiced bill was paid by FIRE DISTRICT within (30) thirty calendar days. Future payments to FIRE DISTRICT may be withheld until this evidence of payment is received and approved by COUNTY.
- D. Payment by COUNTY will generally occur thirty (30) days from the date the submission is received by Pima County Finance Department. FIRE DISTRICT should budget their cash needs accordingly.
- E. FIRE DISTRICT may not bill the COUNTY for costs which are paid by another source. FIRE DISTRICT must notify the COUNTY within ten (10) days notification of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this IGA.
- F. Payment received by FIRE DISTRICT shall be reconciled with actual costs incurred by FIRE DISTRICT either before the final payment is made under this IGA or through a subsequent audit after final payment. If payment received exceeds actual costs COUNTY shall, at its sole discretion, determine whether it will require FIRE DISTRICT to:
1. Refund to COUNTY the excess amount received. FIRE DISTRICT shall refund the excess amount received to COUNTY within thirty (30) days of receipt of the request from COUNTY; or,
 2. Provide, for no additional reimbursement, additional units of IGA services during the following IGA term, if any. Such additional units of service must be provided in a number equal to the excess amount received by FIRE DISTRICT divided by the unit fee in effect at the time the excess funds were provided to FIRE DISTRICT.
- G. For the period or record retention required under Section 20, COUNTY reserves the right to question any payment made under this Section and to require reimbursements therefore by setoff or otherwise for payments determined to be improper or contrary to the IGA or law.

4. Term.

April 1, 2014

March 31, 2015

This IGA shall be effective on ~~January 1, 2014~~ and shall terminate on ~~December 31, 2014~~ unless sooner terminated or further extended pursuant to the provisions of this IGA. This IGA upon mutual consent of the parties may be extended for a period of time not to exceed two (2) additional one (1)-year periods. Any modification or time extension of this IGA shall comply with the modifications provisions contained in Exhibit A.

5. TERMINATION OF IGA FOR DEFAULT

- A. Upon a failure by FIRE DISTRICT to cure a default under this IGA within 10 days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this IGA for default by written notice to FIRE DISTRICT. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, FIRE DISTRICT shall be liable for any damage to the COUNTY resulting from FIRE DISTRICT'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, shall constitute an event of default:
1. Abandonment of or failure by FIRE DISTRICT to observe, perform or comply with any material term, covenant, agreement or condition of this IGA, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
 3. Refusal or failure to remedy defective or deficient work within a reasonable time;
 4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude FIRE DISTRICT'S performance of this IGA;
 5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
 6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
 7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this IGA; or

8. If a voluntary or involuntary action for bankruptcy is commenced with respect to FIRE DISTRICT, or FIRE DISTRICT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by FIRE DISTRICT for this project shall become COUNTY'S property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
2. COUNTY may withhold payments to FIRE DISTRICT arising under this or any other IGA for the purpose of set-off until such time as the exact amount of damage due COUNTY from FIRE DISTRICT is determined; and
3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to FIRE DISTRICT shall not exceed the IGA value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The IGA will not be terminated for default nor the FIRE DISTRICT charged with damages under this Article, if:

1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of TOWN. Examples of such causes include: Acts of God or of the public enemy; Acts of the COUNTY in either its sovereign or contractual capacity; Acts of another Contractor in the performance of a contract with the COUNTY; Fires; Floods; Epidemics; Quarantine restrictions; Strikes; Freight embargoes; Unusually severe weather; or Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both TOWN and the subcontractor(s); and
2. The TOWN, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefor. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

E. For the purposes of paragraph A above, "receipt of notice" shall include receipt by hand by FIRE DISTRICT'S project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this IGA.

F. If, after termination of the IGA for default, it is determined that the FIRE DISTRICT was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the COUNTY.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this IGA.

6. TERMINATION FOR CONVENIENCE

- A. COUNTY reserves the right to terminate this IGA at any time and without cause by serving upon FIRE DISTRICT 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to FIRE DISTRICT shall be payment for services rendered prior to the date of termination.
- B. Notwithstanding Paragraph A above, if any state or federal grant monies used to pay for performance under this IGA are either reduced or withdrawn, COUNTY shall have the right to either reduce the services to be provided and the total dollar amount payable under this IGA or terminate the IGA. To the extent possible, COUNTY will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, COUNTY shall not be liable to FIRE DISTRICT for more than the reduced amount. In the event of a termination under this paragraph, COUNTY'S only obligation to FIRE DISTRICT shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- C. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this IGA. In the event of such termination, COUNTY shall have no further obligation to FIRE DISTRICT, other than to pay for services rendered prior to termination.

7. Disposal of Property.

Upon the termination of this IGA, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to IGA.

8. Indemnification.

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising

out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

9. Compliance with Laws.

The parties shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA, and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

10 Non-Discrimination.

SUBGRANTEE agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website:

http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf .

These documents are hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, SUBGRANTEE shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

11. ADA

- A. FIRE DISTRICT shall comply with all applicable provisions of the American with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- B. If FIRE DISTRICT is carrying out a government program or service on behalf of COUNTY, then FIRE DISTRICT shall maintain accessibility to the program to the same extent and degree that would be required of COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161, and 35.163. Failure to do so could result in the termination of this IGA.

12. Severability.

If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

13. Conflict of Interest.

This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

14. Non-Appropriation.

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this IGA. In the event of such termination, COUNTY shall have no further obligation to FIRE DISTRICT, other than to pay for services rendered prior to termination.

15. Legal Authority.

Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

16. Worker's Compensation.

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

17. No Joint Venture.

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between COUNTY and any FIRE DISTRICT employees, or between FIRE DISTRICT and any COUNTY employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

18. No Third Party Beneficiaries.

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or effect the legal liability of either party to the IGA by imposing any standard of care different from the standard of care imposed by law.

19. Notice.

Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY:
Margaret Kish, Director
Pima County Community Development and
Neighborhood Conservation Director
2797 East Ajo Way, 3rd Floor
Tucson, AZ. 85713

NORTHWEST FIRE DISTRICT
Michael Brandt
Fire Chief
Northwest Fire District
5225 W. Massingale Road
Tucson, AZ. 85743

20. Record Retention.

- A. FIRE DISTRICT shall keep and maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this IGA, which shall be open at all reasonable times for inspection and audit by duly authorized representative of COUNTY. Such records shall include, but are not limited to:
1. Records providing a full description of each activity taken;
 2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 3. Records required to determine the eligibility of activities;
 4. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 5. Records documenting Environmental Review compliance;
 6. Records documenting scope of work, change orders, on-site inspection and sign-off on final inspection;
 7. Records of disbursements made for completed and approved work;
 8. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and
 9. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- B. FIRE DISTRICT shall retain all financial records, supporting documents, statistical records, and all other records relating to this IGA for a period of four (4) years from the start of the retention period or until any related-pending proceeding or litigation has been closed, whichever date is later. The retention period starts from the date of submission of the COUNTY'S annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award. FIRE DISTRICT must comply with Section 570.506 "Records to be Maintained" of the Community Development Block Grant Program – Entitlement Grant Regulations.

21. Public Information.

- A. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(G) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.
- B. Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.
- C. Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

22. Eligibility for Public Benefits

FIRE DISTRICT shall comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this IGA to the extent such provisions, are applicable.

23. Entire Agreement.

This document constitutes the entire IGA between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Pima County Recorder.

In Witness Whereof, COUNTY has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and FIRE DISTRICT has caused this Intergovernmental Agreement to be executed upon resolution of the Fire District Board:

PIMA COUNTY

NORTHWEST FIRE DISTRICT

Chairman, Board of Supervisors
Date: _____

Board Chair
Date: 3-11-14

ATTEST

Clerk of the Board
Date: _____

APPROVED AS TO CONTENT

Margaret M. Kuhl
Community Development and Neighborhood Conservation Director

The foregoing Intergovernmental Agreement between Pima County and the Northwest Fire District has been reviewed pursuant to A.R.S. §11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY

NORTHWEST FIRE DISTRICT

Karen J. Garcia
Deputy County Attorney
Date: 1-2-14

FIRE DISTRICT Attorney
Date: 3-11-14

EXHIBIT A

SPECIAL AGENCY CONDITIONS

A. Modification

- 1) Modifications may be made to this IGA in accordance with the following provisions:
- 2) All modifications shall be in writing and shall conform to applicable law, Federal and State regulations and County policies and directives. Approval of modifications is at the sole discretion of County.
- 3) Major modifications shall be by written amendment signed by both parties. Major modifications include any which do the following:
 - a) Change the purpose of the IGA;
 - b) Increase or decrease the compensation provided for in the IGA;
 - c) Change the term of the IGA;
 - d) Change the scope or assurances of the IGA;
 - e) Change any section of the IGA other than the Scope of Work or budget;
 - f) Any change that is not a minor modification as described below.
- 4) Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department or authorized representative to be effective. Minor modifications are changes in the Scope of Work or budget that do not change the purpose or total compensation of this IGA and do not in any way increase the direct or indirect liability of the County under this IGA.

B. Procurement of Goods and Services:

FIRE DISTRICT is not the agent of County for any purpose and shall not purchase any materials, equipment, or supplies on the credit of the County. FIRE DISTRICT shall comply with OMB Circular No. A-21, "Cost Principals for Educational Institutions," and 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

C. Monitoring and Evaluation:

- 1) County shall monitor all activities and information sources in the management, fiscal, and service systems of FIRE DISTRICT and any subcontracted parties, relating to performance of duties and obligations under this IGA, to assure that FIRE DISTRICT is maintaining adequate and acceptable progress and systems, and to ensure that the funds provided to FIRE DISTRICT by County are being used effectively and efficiently to accomplish the purposes for which funds were made available.
- 2) FIRE DISTRICT shall provide payroll information consisting of source documentation that can include employment letters, authorizations for rates of pay, benefits, and employee withholding, minutes from Board of Directors' meetings where salary schedules and benefit packages are established, copies of written policies, W-4 forms in conjunction with time and attendance records. If an employee works solely on the CDBG funded services a statement to that effect should be signed by the applicable employee and supervisor. Such statement should be certified semi-annually. If an employee's time is split between CDBG and another funding source, FIRE DISTRICT must have time distribution records supporting the allocation of charges among the sources.
- 3) County in cooperation with FIRE DISTRICT shall evaluate products, services, and performance under the terms of this IGA. Substandard performance as determined by the County will constitute noncompliance with this IGA. If action to correct such substandard performance is not taken by the FIRE DISTRICT within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.
- 4) FIRE DISTRICT shall assist County in providing to the U.S. Department of Housing and Urban Development reports and other communications relating to the performance and impact of the fire hydrants.

D. Client Fees and Program Income:

- 1) Any program income generated and received by FIRE DISTRICT as a result of IGA services shall be kept by FIRE DISTRICT, used for the purpose of this IGA, and reported to County.
- 2) FIRE DISTRICT shall comply with Section 570.504 "Program Income", and Section 570.503 "Agreements with Subrecipients" of the Community Development Block Grant Program Entitlement Grant Regulations.

E. Identification Of Funding and Copyrights:

- 1) All advertisements, real property, publications, printed and other materials which are produced by the FIRE DISTRICT and refer to services funded under this IGA shall clearly attribute "PIMA COUNTY" and the Community Development Block Grant Program in the following suggested format:

Funded by: Pima County
 and the
 Community Development Block Grant Program

- 2) Reference to Pima County shall be displayed at least as prominently as other credited funding sources.
- 3) FIRE DISTRICT shall not copyright any materials or products developed through IGA services or IGA expenditures without prior written approval by the County. Upon approval, the federal government and Pima County shall have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

F. Nepotism

- 1) Agency shall not employ relatives in positions where one is in supervisory chain of the other, nor where one is in daily working contact with the other.
 - a) "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of whole or half blood or child of a spouse.
 - b) County may grant temporary waiver of this policy where relative employment situation already exists at the time of execution of this IGA.

G. Audit Requirements:

- 1) FIRE DISTRICT shall:
 - a) Establish and maintain a separate and identifiable account of all funds provided by County pursuant to this IGA.
 - b) Provide financial statement audits as required by law.
 - c) Upon written notice from County provide a program-specific audit. Such notice from County will specify the period to be covered by the audit and the deadline for completion and submission of the audit.
 - d) Assure that any audit conducted pursuant to this IGA is performed by an independent certified public accountant and submitted to County within six (6) months of completion of FIRE DISTRICT'S fiscal year, unless a different time is specified by County. The audit submitted must include FIRE DISTRICT'S responses, if any, concerning any audit findings.
 - e) Pay all costs for any audit required or requested pursuant to this Article, unless the cost was specifically included in the FIRE DISTRICT'S budget approved by County and the cost is an allowable charge for payment under applicable law or regulation.

- f) Timely submit the required or requested audit(s) to:

John Matheny
Community Development and Neighborhood Conservation Dept.
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

- 2) If FIRE DISTRICT is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, FIRE DISTRICT shall comply with the applicable audit requirements set forth in A.R.S. § 11-624.
- 3) If FIRE DISTRICT is receiving federal funds under this IGA, and UNIVERISTY is a state or local government or non-profit organization, FIRE DISTRICT shall provide an annual audit which complies with the requirements of the most recent version of OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

END OF SPECIAL AGENCY CONDITIONS

EXHIBIT B

FIRE DISTRICT'S CERTIFICATION

FIRE DISTRICT hereby certifies it will comply with:

- 1) HUD Community Development Block Grant Regulations at 24 CFR Part 570.
- 2) Title I of the Housing and Community Development Act of 1974.
- 3) 24 CFI Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (if Agency is local government).
- 4) Title VI of the Civil Rights Act of 1964.
- 5) Section 109 of the Housing and Community Development Act of 1974.
- 6) Executive Order 11246 - Equal Employment Opportunity.
- 7) Section 3 of the Housing and Urban Development Act of 1968.
- 8) Flood Disaster Protection Act of 1973.
- 9) National Environment Policy Act of 1969.
Section 106 of the National Historic Preservation Act of 1966, Executive Order 11593.
- 10) Federal Labor Standards Provisions.
- 11) OMB Circular A-133, "Audits of States and Local Governments and Non-Profit Organizations".
- 12) OMB Circular A-122, "Cost Principals for Non-Profit Organizations" (if agency is non-profit organization).
- 13) OMB Circular A-110, and A-87.
- 14) A-21, "Cost Principals for Educational Institutions".
- 15) Subpart K of the Community Development Block Grant Program Entitlement Regulations.
- 16) 570.200(J) First Amendment Church/State Principles of the Community Development Block Grant Program Entitlement Regulations.
- 17) 570.503(b)(6) Prohibition Against Religious Activities.
- 18) 570.503(b)(8) Reversion of Assets.

EXHIBIT C

PIMA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FY2013-2014 CONTRACT #

**NORTHWEST FIRE DISTRICT
FIRE HYDRANTS**

FINANCIAL STATUS REPORT AND REQUEST FOR FUNDS FOR THE MONTH OF

20

REQUEST # _____

Activity	Budgeted	Expenditures This Month	Cumulative Expenditures	Balance Available
Purchase/install a minimum of 2 fire hydrants	\$15,000.00			
Total Budget	\$15,000.00			

Funds requested this month \$ _____ (this line must equal the **GRAND TOTAL** column for
"EXPENDITURES THIS MONTH")

I hereby certify that to the best of my knowledge, the date reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the CDBG Program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit.

REVIEWED BY

PREPARED BY

TITLE

TITLE PHONE NUMBER

DATE

DATE

**NORTHWEST FIRE DISTRICT BOARD
RESOLUTION NO. 2014-003**

A RESOLUTION OF THE GOVERNING BOARD FOR THE NORTHWEST FIRE DISTRICT AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY TO RECEIVE FUNDING IN THE AMOUNT OF \$15,000 FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING TO PROVIDE FOR INSTALLATION OF A MINIMUM OF TWO (2) FIRE HYDRANTS IN THE FLOWING WELLS AREA.

WHEREAS, Pima County through the Community Development and Neighborhood Conservation Department, has obtained a Community Development Block Grant from the U. S. Department of Housing and Urban Development to install a minimum of two (2) fire hydrants in the Flowing Wells area; and

WHEREAS, staff of the District and Pima County have developed an Intergovernmental Agreement which is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the District and Pima County desire to avail themselves of all provisions of law applicable to the Agreement and desire to jointly exercise their powers pursuant to A.R.S. § 11-952 et seq.; and

WHEREAS, the Governing Board of the District has reviewed the terms and conditions of the Agreement and finds that entering into it is in the best interests of the District and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Northwest Fire District, that the Intergovernmental Agreement, attached hereto as Exhibit "A", is hereby adopted, and District officers and staff are hereby authorized to execute the Agreement and take all steps necessary to carry out its intents and purposes.


PASSED and ADOPTED by the Governing Board of the Northwest Fire District at a duly noticed meeting held on March 11, 2014, by a majority of a quorum of the Governing Board Members.



George Carter
Board Chair

ATTEST:

APPROVED AS TO FORM:



Tim Clayton
Clerk of the Board



Thomas Benavidez
District Attorney

EXHIBIT "A"
[Intergovernmental Agreement]