01.70.G.142565 1019
10.1.09
9.30.2010
$30,000.-
$30,000.- $30,000.-
7.1.2010
9.30.2010
HP

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: _____

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATION

For Signature Only. This contract was approved by the Chairman of the Board of Supervisors on May 19, 2009.

RESOLUTION AUTHORIZING PIMA COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT IN THE AMOUNT OF $30,000.00 WITH THE GOLDER RANCH FIRE DISTRICT TO PROVIDE FUNDING FOR INSTALLATION OF FIVE FIRE HYDRANTS IN THE CATALINA AREA

CONTRACT NUMBER (If applicable): NEW

STAFF RECOMMENDATION(S):

To be approved by Board of Supervisors.

CORPORATE HEADQUARTERS: Tucson, AZ

To: COB. 12.02.09
Agenda 12.15.09
(2)

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CLERK OF BOARD USE ONLY: BOX M.G.

ITEM NO.

PIMA COUNTY COST: $30,000.00 REVENUE TO PIMA COUNTY: $

FUNDING SOURCE(S): ***CDBG Funds***
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

	YES	***X***	***NO***

Board of Supervisors District:

1	***XX***	*2*		*3*		*4*		*5*		*All*	

IMPACT:

IF APPROVED:

Pima County will provide CDBG funds for the installation of five fire hydrants in the Catalina area.

IF DENIED:

Pima County will not provide funds for the installation of five fire hydrants in the Catalina area.

DEPARTMENT NAME: ***Community Development and Neighborhood Conservation Dept.***

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

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NOTES/ACTION

CDBG Funds

Agency	Requested	Recommended	District
Ajo-Health Clinic Pharmacy Addition	$62,000		3
Ajo-WPCCC Operating Funds	$5,000		3
Ajo-Ambulance CPR/EMT Training	$3,000	$ 3,000	3
Ajo-Life Enrichment Poverty Intervention	$183,386		3
Ajo-Roping Arena Restoration	$85,222		3
Ajo-Fire Department Equipment	$14,804	$ 12,000	3
Ajo-Food Bank New Site Study	$28,000		3
Ajo-Curley School Manual Arts Bldg Renovation	$137,000	$ 137,000	3
Amado-Food Bank/Community Center Improvements	$300,000		3
Arivaca-Water Coop Improvements	$44,000	$ 44,000	3
Catalina-CCS Senior Meals	$20,000	$ 20,000	1
Catalina-CCS Refrigerator/Freezer	$20,000	$ 20,000	1
Catalina-Fire Hydrants	$60,000	$ 30,000	1
Continental-Clinic Furnishings and Equipment	$128,500		4
Flowing Wells-Community Center Sound System	$18,924		3
Flowing Wells-FWNACC Operating Funds	$5,000	$ 5,000	3
Flowing Wells-FWNACC Revitalization Coordinator	$10,000	$ 10,000	3
Picture Rocks-Avra Water Security System	$18,290		3
Picture Rocks-Avra Water Water Meters	$40,800	$ 30,000	3
Picture Rocks-PRFD Community Message Board	$38,400	$ 38,000	3
Rillito-Water System Improvements	$248,196	$ 75,000	3
Robles Junction-3-Pts F.D. Fire Protection Equipment	$52,000	$ 30,000	3
Robles Junction-Youth Program Computer Equipment	$6,425	$ 7,000	3
Robles Junction-Park Shade Structure	$24,000	$ 24,000	3
Robles Junction-Soccer Field Fencing	$41,085		3
Valencia West-DHFD Family Safety Program	$22,000	$ 15,000	3
Valencia West-DHFD Fire Hydrants	$36,000	$ 30,000	3
Why-Fire Protection Equipment	$20,000	$ 10,000	3
Town of Marana – Administration	$40,000	$ 30,000	1 & 3
Town of Marana – Housing Rehabilitation	$100,000	$ 100,000	1 & 3
City of South Tucson – Administration	$70,000	$ 70,000	2
City of South Tucson – Community Clean-Up	$10,000	$ 10,000	2
City of South Tucson – Community Policing and Crime Prevention	$96,000	$ 75,000	2
City of South Tucson - Demolition	$60,000		2
City of South Tucson - Fire Safety Equipment	$55,000	$ 55,000	2
City of South Tucson - Graffiti Abatement	$12,000		2
City of South Tucson - Home Repair	$100,000	$ 70,000	2

RA 5-19-09 (4)

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CONTRACT

NO. 01-70-G-142565-1009

AMENDMENT NO. _____

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

INTERGOVERNMENTAL AGREEMENT
between
Pima County and Golder Ranch 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") and Golder Ranch 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. § 11-951, *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 (B) (17) to enter into an agreement to carry out its purposes.

D. COUNTY applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended ("HCD ACT"), Public Law 93-383.

E. COUNTY through its annual Community Development Block Grant ("CDBG") proposal process for federal year 2009-2010, required all applicants to submit a proposal for each of their projects that they would like to be considered for funding.

F. FIRE DISTRICT submitted a response to COUNTY under solicitation number CDNC-11-19-08-CDBG-ESG.

G. COUNTY submitted its 2009-2010 Annual Action Plan to the U.S. Department of Housing and Urban Development ("HUD"), which included the FIRE DISTRICT'S proposal.

H. COUNTY has determined that the FIRE DISTRICT is qualified and willing to provide the proposed services.

I. 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 funding for FIRE DISTRICT'S purchase and installation of five (5) fire hydrants in the Catalina area.

2. Scope. FIRE DISTRICT shall:

A. In consideration for the funds received, perform the following work to the satisfaction of COUNTY:

1. Obtain written approval from COUNTY for the selection of locations in which the fire hydrants will be installed.
2. Contract with Lago del Oro Water to obtain all necessary permits and install fire hydrant equipment in compliance with applicable codes, regulations and laws.
3. Install a minimum of five (5) fire hydrants.
4. Inspect and test annually.

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

C. Warrant compliance with the FIRE DISTRICT's Certification contained in Exhibit B.

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D. Undertake the same obligations to the COUNTY, as the COUNTY does to HUD pursuant to the Annual 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.

E. Certify that the equipment, supplies or items purchased under this IGA meets the CDBG Program's National Objective defined in 24 C.F.R. 570.208. FIRE DISTRICT'S activities carried out under this IGA shall benefit low- and moderate-income persons.

F. Provide an annual program report on the COUNTY's 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, 2010.

3. **Financing.** This is a cost reimbursement IGA. COUNTY agrees to reimburse FIRE DISTRICT for the purchase of the equipment listed in Section 2, Paragraph A in an amount not to exceed $30,000.00.

A. Budget:

1. Install a minimum of five (5) fire hydrants $30,000.00

2. The total amount of this IGA is $30,000.00.

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 draw downs for the payment of eligible expenses shall be made 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 a request for reimbursement no more than 30 calendar days following the date the equipment is purchased and installation of work is completed, except requests for payment for expenses occurring in May must be submitted by June 15 and, an estimate for expenses occurring in June must be submitted prior to July 7.

d. All requests for payments shall be on the form set forth in Exhibit C. Each request for payment shall include copies of all receipts and/or checks (front and back) and general ledger to support all purchased goods or services.

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 thirty (30) calendar days. Future payments may be withheld until this evidence of payment is received and approved by COUNTY.

D. Payment by COUNTY will generally occur ten (10) 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 or receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this IGA.

F. FIRE DISTRICT may not be entitled to, and may forfeit, payment of expenses not submitted to COUNTY within the following time frames:

1. Within sixty (60) days after the end of the month in which expenses were incurred in the months of October through March;
2. No later than June 15 for expenses incurred in April and May;
3. No later than July 6 for expenses incurred in June;
4. Within sixty (60) days for expenses incurred in July and August; and
5. No later than October 31 for expenses incurred in September.

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G. 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 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.

H. For the period of record retention required under Section 19, 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. This IGA shall be effective on October 1 , 2009 and shall be recorded with the Pima County Recorder following execution by both parties. Except as otherwise provided in this IGA, this IGA shall terminate on September 30, 2010, unless sooner terminated or further extended pursuant to the provisions of this IGA. Upon mutual consent of the parties, this IGA may be extended, if necessary, to allow FIRE DISTRICT to complete the purchase and installation of the fire hydrants. Modification or time extension of this IGA shall comply with the modifications provisions contained in Exhibit A.

5. Termination.

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. This IGA may be terminated at any time without advance notice and without further obligation to the COUNTY when the FIRE DISTRICT is found by COUNTY to be in default of any provision of this IGA.

D. 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.

E. COUNTY reserves the right to suspend FIRE DISTRICT'S performance and payments under this IGA immediately upon notice delivered to FIRE DISTRICT'S designated agent in order to investigate FIRE DISTRICT'S activities and compliance with this IGA. In the event of an investigation by COUNTY, FIRE DISTRICT shall cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, FIRE DISTRICT will be notified in writing that the IGA will be immediately terminated or that performance may be resumed.

6. Disposal of Property.

Upon 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 this IGA.

7. 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.

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8. 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.

9. Non-Discrimination.

The parties shall not discriminate against any COUNTY employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference as if set forth in full herein.

10. 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 36 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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17. 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.

18. Notice.

Any notice required or permitted to be given under this IGA shall be in writing and shall be served by personal 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

GOLDER RANCH FIRE DISTRICT:

John Fink
Fire Chief
3885 East Golder Ranch Drive
Tucson, AZ 85735

19. 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 un 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.

20. 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

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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.

D. 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.

21. 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

Chairman, Board of Supervisors
Date: DEC 15 2009

ATTEST

Clerk of the Board
Date: DEC 15 2009

GOLDER RANCH FIRE DISTRICT

Board Chair
Date: 11/20/09

ATTEST

Clerk of the Board
Date: 11/20/09

APPROVED AS TO CONTENT

Community Development and Neighborhood Conservation Director

The foregoing Intergovernmental Agreement between Pima County and the Golder Ranch 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

Deputy County Attorney
Date: 10-26-09

GOLDER RANCH FIRE DISTRICT

Fire District Attorney
Date: 11-20-09

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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-122, -"Cost Principals for Non-Profit Organizations" (if FIRE DISTRICT is a non-profit corporation), OMB Circular No. A-110 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) 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.

3) 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.

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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:

Renee Poquette
Community Development and Neighborhood Conservation Department
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

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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 FIRE DISTRICT 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

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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, 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

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EXHIBIT C

PIMA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FY2009-2010 CONTRACT #

GOLDER RANCH 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
Installation of Fire Hydrants	$30,000.00			
	$			
	$			
	$			
	$			
	$			
Total Budget	$30,000.00			

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
Chairperson TITLE	TITLE PHONE NUMBER
11/20/09 DATE	DATE

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RESOLUTION NO. 2009 - 320

RESOLUTION AUTHORIZING PIMA COUNTY ("COUNTY"), TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT IN THE AMOUNT OF $30,000.00 WITH THE GOLDER RANCH FIRE DISTRICT ("FIRE DISTRICT"), TO PROVIDE FUNDING FOR INSTALLATION OF FIVE FIRE HYDRANTS IN THE CALTAINA AREA.

WHEREAS, 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. § 11-951, et seq; and

WHEREAS, 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; and

WHEREAS, COUNTY applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD ACT), Public Law 93-383; and

WHEREAS, FIRE DISTRICT submitted a response to COUNTY under solicitation number CDNC-11-19-08-CDBG-ESG for such funds for the fire hydrants in the Catalina area; and

WHEREAS, COUNTY submitted its 2009-2010 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD), which included the FIRE DISTRICT'S proposal; and

WHEREAS, COUNTY finds that it is appropriate to provide CDBG funds for FIRE DISTRICT'S program.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY that the accompanying Intergovernmental Agreement in the amount of $30,000.00 for the fire hydrants with the Golder Ranch Fire District be approved; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors is authorized to execute the Intergovernmental Agreement and any related documents necessary to implement the agreement.

PASSED AND ADOPTED ON December 15, 2009.

PIMA COUNTY

Chairman, Board of Supervisors
DEC 15 2009

ATTEST:

Clerk, Board of Supervisors

APPROVED AS TO FORM:

Deputy County Attorney

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GOLDER RANCH FIRE DISTRICT

Fire ~ Rescue ~ Ambulance
3535 E. Hawser St.
Tucson, Arizona 85739

(520) 825-9001 FAX (520) 825-8043

JOHN FINK, CHIEF

RESOLUTION R2009-0011

THE GOLDER RANCH FIRE DISTRICT BOARD MET IN PUBLIC SESSION DATED

NOVEMBER 20, 2009, AND BY UNANIMOUS VOTE APPROVED

AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH

PIMA COUNTY IN THE AMOUNT OF $30,000.00

FOR THE INSTALLATION OF FIVE FIRE HYDRANTS

IN THE CATALINA AREA.

RON KOSLOWSKI, CLERK

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