

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CITY OF APACHE JUNCTION AND GILA COUNTY, ARIZONA  
FOR CDBG ALLOCATION**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation (“Apache Junction”) and GILA COUNTY, ARIZONA, an Arizona county (“Gila County”), collectively the “Parties”.

**RECITALS**

A) The Parties are members of the Central Arizona Governments (“CAG”) which provides, since 1975, regional planning services to Gila and Pinal Counties, including their seventeen incorporated cities and towns.

B) CAG is charged with the administration and distribution of funds obtained through the Arizona Department of Housing for Community Development Block Grants (“CDBG”).

C) Each year the Parties are eligible for participation in the funding and distribution process and the amount of funding available to each community depends upon the number of communities making application for CDBG allocations.

D) The Parties believe that it is in their best interest to partner with another participating CDBG community so that one community can make application in one fiscal year and the other in the next fiscal year, resulting in each community receiving larger sums in the year of participation so that each community can work on larger projects which cannot be considered under normal funding circumstances.

E) CAG has authorized a procedure for switching funding years in fiscal years 2021 and 2022.

F) The Parties are empowered to enter into this intergovernmental agreement (“IGA”) under the provisions of A.R.S. § 11-951, *et seq.*

**AGREEMENT**

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as set forth below:

- I. **CAG Submittal:** Pursuant to CAG rules and regulations and the method of distribution established by CAG Regional Council, the Parties will submit required documentation to CAG, together with a copy of this IGA, which will inform CAG that the Parties will partner for purposes of funding rounds for fiscal years 2021 and 2022. The Parties will for each funding year submit a letter of intent or non-intent to CAG indicating that it is the intent of the Parties that Apache Junction will request funding for projects for fiscal year 2021 and



Gila County will request funding for projects for fiscal year 2022. This will allow Apache Junction to receive double or increased funding for fiscal year 2021 and will allow Gila County to receive double or increased funding for fiscal year 2022.

- II. Term and Risk Acknowledgement: The Parties acknowledge that there is a possibility of changes in state policy and/or funding in the future and that each assumes said risk knowingly, understanding that funding levels may change during the two (2) fiscal year term of this IGA. The Parties further understand that the letter of intent filed in accordance with this IGA is valid for a period of two (2) fiscal years and there shall be no authority to withdraw or modify such letter of intent after August 1, 2021.
- III. Application Compliance: The Parties shall be fully and solely responsible for compliance with all rules and regulations applicable to the grant applications. Failure to obtain funding or grants as a result of a community's failure to timely file applications for grant funds shall not authorize relief from this IGA. This IGA shall have a term of two (2) fiscal years from the date set forth above the Recitals.
- IV. Payment of Fees: The Parties shall be responsible for payment of any fees charged by CAG for work performed by CAG on behalf of that respective community during the term of this Agreement.
- V. Authority of Managers/Letter of Intent Deadlines: The Gila County Manager and the Apache Junction City Manager are authorized to execute any and all documents required to carry out the intent of this IGA. Each Party shall provide to the other Party copies of the letter of intent required pursuant to Section 1 above prior to September 1, 2021, together with any and all other documentation or records required to carry out the provisions of this IGA.
- VI. Conflicts of Interest: The provisions of A.R.S. § 38-511 relating to termination of agreements due to conflicts of interest apply to this IGA.
- VII. Notices: Notices shall be mailed to the Parties as follows:

City of Apache Junction  
Misty Moseley-Helber, Grants Administrator  
300 E. Superstition Blvd.  
Apache Junction, Arizona 85119

Gila County  
Malissa A. Buzan, Community Services Director  
1400 E. Ash Street  
Globe, Arizona 85501



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

CITY OF APACHE JUNCTION, ARIZONA,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Walter "Chip" Wilson  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Pena  
City Clerk

GILA COUNTY, an Arizona county

\_\_\_\_\_  
By: Tim R. Humphrey  
Its: Chairman of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Marian Sheppard  
Clerk of the Board of Supervisors

COUNSEL APPROVAL AS TO FORM:

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
R. Joel Stern, Apache Junction City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bradley D. Beauchamp, Gila County Attorney

\_\_\_\_\_  
Date