

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CHULA VISTA
DEPARTMENT OF DEVELOPMENT SERVICES (HOUSING DIVISION)
AND
FIRE DEPARTMENT

This Memorandum of Understanding (MOU) is entered into this **3rd day of February, 2015** between the Development Services Department Housing Division (DSD-HD) and the Fire Department (CVFD) to work together toward the mutual goal of providing services to low and moderate income areas in the City of Chula Vista.

DSD-HD is the Grantee administrator for the City of Chula Vista receipt of federal Community Development Block Grant (CDBG) program funds. The City Council allocated CDBG program funds for a City project as described in "Work to be Performed" (the Project). This Grant is made pursuant to Title I of the Housing and Community Development Act of 1974 (41 U.S.C. 5301-5320) as amended, the primary objective of which is the development of viable urban communities by providing federal assistance for community development activities in urban areas. Per §570.201(e) to be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan. (An exception to this requirement may be made if HUD determines that any decrease in the level of a service was the result of events not within the control of the unit of general local government).

This MOU will establish the working parameters for the Project activities to be accomplished with these funds. This CDBG funded activity has been incorporated into the City's annual Action Plan which was submitted and accepted by the U.S. Department of Housing and Urban Development (HUD). The Action Plan requires DSD-HD and all recipients (CVFD) of CDBG funds to meet certain obligations and certifications to the federal government including environmental review, anti-discrimination, and timely expenditure of funds. This Project will be implemented compliant with CDBG regulations and related federal laws.

IT IS AGREED AS FOLLOWS:

WORK TO BE PERFORMED:

CVFD will implement the following Projects described as follows:

1. Fire Equipment for Fire Station 1 and 5: \$68,500

The CVFD shall purchase 28 sets of personal protective equipment (Turnouts) for firefighters (who are in need of turnout replacement) who are permanently assigned to Fire Station 1 and Fire Station 5 and respond to calls within the designated service areas of those fire stations.

2. Fire Apparatus Outfit for Fire Station 1: \$150,000

The CVFD purchased a new fire engine to replace an engine that had reached its useful life (over 25 years). This fire engine will be received at the end of June 2015 and will require to be outfitted with fire equipment and supplies before it is put into service. CDBG funds will be used to pay for costs to outfit the engine at a cost of \$150,000. This engine will be placed in Fire Station 1.

ATTACHMENT 4

Performance Measurement: A total of 90,390 residents, residing within Fire Districts 1 and 5, will benefit from this project, 64% of which are low/moderate income.

TIMELY COMPLETION AND EXPENDITURE: Timely completion of the Project is the highest priority of this agreement. To ensure timely completion and expenditures, CVFD will demonstrate reasonable progress in implementation of a Project by completing and expending allocated CDBG Project funds by **June 30, 2015**.

QUARTERLY REPORTS: In order to more closely monitor Project completion and expenditures, the CVFD Project Manager will provide the DSD-HD Project Manager with quarterly reports, submitted no later than 15 days after the last day of the previous quarter, which includes a narrative of the activities, and/or progress towards meeting the timeline goals. Report due dates are: April 15, and July 15.

PROJECT REVIEW CONFERENCE: In the event that quarterly reports indicate funds will not be expended by June 30, 2015, or within the agreed upon schedule, CVFD will notify DSD-HD of the completion deficiencies and RD will have 15 calendar days to provide its plan for meeting time and expenditure agreements. Failure to correct the deficiency within 15 calendar days will require DSD-HD to schedule a Project Review Conference.

Upon failure to develop a plan for meeting completion and expenditure requirements (as specified in Attachment "A"), the DSD-HD Housing Manager will schedule a Project Review Conference. Either or both Directors may assign a designee to represent their respective department during a Project Review Conference. The Project Review Conference will serve to identify reasons for delayed performance and weaknesses in the project implementation plan. Based on the Project Review Conference discussions both DSD-HD and CVFD will generate a remedial plan that may include but is not limited to re-design of the Project, amendments to the Project, extending the term of the Project, or re-allocation of the funds to an alternate Project.

Such unexpended funds may also be recaptured and reallocated at the discretion of the Housing Manager of DSD-HD. The recaptured funds shall be made available for reprogramming to other eligible activities as deemed appropriate by DSD-HD.

CDBG PROGRAMMATIC REQUIREMENTS: Project will be implemented in accordance with Community Development Block Grant requirements. HUD's Playing by the Rules Handbook is being provided to CVFD as a tool to carry out the project as Attachment B.

EQUIPMENT SAFEGUARDING:

- The CVFD shall maintain proper records for acquisition and disposition of equipment acquired with federal awards pursuant to 24 CFR Part 84.30-84.37 and OMB Circular A-110.
- Within 30 days of the acquisition of the equipment, the CVFD shall provide to DSD-HD records that contain the description (including serial number or other identification number), source, name of title holder, acquisition date and cost, percentage of federal participation in the cost, location, condition, and disposition data.
- The CVFD shall safeguard, insure, and maintain the equipment specified above.
- At least once every two years the CVFD shall conduct a physical inventory of the equipment listed above, and the results shall be reconciled with the equipment records.

- The CVFD shall not dispose of any of the equipment purchased with CDBG without prior approval of DSD-HD.

ACKNOWLEDGEMENT OF FUNDING: CVFD shall identify the City of Chula Vista and the Department of Housing and Urban Development (HUD) Community Development Block Grant Program as the source of funding, or, if applicable, one of the sources of funding in public announcements that are made regarding the Project. Acknowledgement of the City’s funding roles, for example, should be included in publicity materials related to the Project. In addition, DSD-HD agrees that it shall be apprised of any special events linked to the Project so that a review can be made on what role, if any, the City and HUD would assume.

TERM: This MOU will commence when executed by both parties and shall remain in effect until HUD terminates the City’s CDBG program.

IN WITNESS WHEREOF, this Memorandum of Understanding is hereby executed on the day and the year first above written.

Chula Vista Fire Department

Date: _____

By: _____

Jim Geering,
Chula Vista Fire Chief

Chula Vista Development Services-Housing Division

Date: _____

By: _____

Kelley Broughton,
Director of Development Services