

C O N T R A C T

CITY OF BISBEE COMMUNITY DEVELOPMENT BLOCK GRANT FY15 REGIONAL ACCOUNT TECHNICAL ASSISTANCE FOR COMPLETION OF THE TIN TOWN STREET & DRAINAGE PROJECT

THIS CONTRACT, made and entered into by and between the SouthEastern Arizona Governments Organization (SEAGO), 1403 W. Highway 92, Bisbee, Arizona 85603, hereinafter called the CONTRACTOR, and the CITY OF BISBEE, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the CITY is expected to receive a Community Development Block Grant Contract from the State of Arizona, Department of Housing (ADOH) FY15 Regional Account upon successful completion of the Environmental Review Report; and

WHEREAS, the CITY is in need of technical assistance in administering said grant; and

WHEREAS, the CONTRACTOR is agreeable to providing such assistance; and

WHEREAS, the CITY is agreeable to purchasing said technical assistance; and

WHEREAS, the CITY will pay for the Environmental Review Report regardless of the Report's outcome, but will not be liable for further fees under this contract should the results of the Environmental Review Report cause the CITY to not receive the FY15 Community Development Block Grant from the Arizona Department of Housing.

NOW THEREFORE, the parties do mutually agree as follows:

ARTICLE I - SEAGO OFFICERS - LEGAL STATUS

- A. The officers of the CONTRACTOR's Corporate Board of Directors are: Chairman; 1st Vice-Chairman 2nd Vice-Chairman and Treasurer.
- B. The Chief Executive Officer of the CONTRACTOR is Randy Heiss, Executive Director.
- C. The CONTRACTOR's legal status is that of an Arizona not-for-profit corporation in current compliance with the requirements of the Arizona Corporation Commission and doing business as the SouthEastern Arizona Governments Organization.

ARTICLE II - SCOPE OF WORK

- A. The CONTRACTOR agrees that it will implement, in all respects, the program outlined in the attached Scope of Work (Attachment A to this Contract).
- B. The CONTRACTOR agrees to make no changes in the Scope of Work herein described without first submitting a written request to the CITY and obtaining the CITY'S written approval of the requested change.

- C. The CONTRACTOR shall provide all of the necessary qualified personnel, materials and facilities to implement the assistance program described herein.

ARTICLE III - PERSONNEL

The CONTRACTOR represents that it has, or will acquire, all of the qualified personnel required to perform this Contract; however, the CITY reserves the right to assign any individual to assist in implementing the program outlined in the Scope of Work.

ARTICLE IV - LENGTH OF CONTRACT

- A. The term of this Contract shall be from the date of execution of this agreement by the CITY, through administrative closeout of the FY15 project. This does NOT include any post close-out reporting requirements specified in the ADOH contract as "special conditions".

ARTICLE V - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the CONTRACTOR's satisfactory completion of all work and services required to be performed under the terms of this Contract, and in compliance with other Contract requirements herein stated, the CITY **shall pay the CONTRACTOR THE SUM OF TWENTY FOUR THOUSAND, EIGHT HUNDRED AND NINETY EIGHT DOLLARS (\$24,898.00), AS INDICATED ON FORM 2 and 3 OF THE APPLICATION. TAAP fees of \$3,000.00 are additional fees for assistance with writing the grant application and will be billed separately. These fees are covered by the grant, no City funds will be spent.**
- B. The CITY shall pay said monies to the CONTRACTOR in the manner set forth below:
1. **EIGHT THOUSAND DOLLARS (\$8,000.00) upon completion of the Environmental Review Report.**
 2. **THREE THOUSAND, EIGHT HUNDRED AND NINETY EIGHT DOLLARS (\$3,898.00) ninety (90) days from the execution date of the ADOH Contract with the City.**
 3. **TWO THOUSAND DOLLARS (\$2,000.00) one hundred eighty (180) days from the execution date of the ADOH Contract with the City.**
 4. **TWO THOUSAND DOLLARS (\$2,000.00) two hundred seventy (270) days from the execution date of the ADOH Contract with the City.**
 5. **TWO THOUSAND DOLLARS (\$2,000.00) three hundred sixty (360) days from the execution date of the ADOH Contract with the City, or the remaining balance due if the project is completed.**
 6. **TWO THOUSAND DOLLARS (\$2,000.00) four hundred fifty (450) days from the execution date of the ADOH Contract with the City, or the remaining balance due if the project is completed.**

7. TWO THOUSAND DOLLARS (\$2,000.00) five hundred forty (540) days from the execution date of the ADOH Contract with the City, or the remaining balance due if the project is completed.

8. TWO THOUSAND DOLLARS (\$2,000.00) six hundred thirty (630) days from the execution date of the ADOH Contract with the City, or the remaining balance due if the project is completed.

9. ONE THOUSAND DOLLARS (\$1,000.00) upon completion of the project.

C. The funds specified in Paragraph A of this Article V shall constitute full and complete payment of monies to be received by the CONTRACTOR from the CITY for the purposes designated herein.

D. The CITY shall have the right to recapture of funds upon written notice to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms of the Contract or conditions imposed by HUD provided that the recapture of funds shall not apply to work successfully completed by the Contract under the terms of the Contract and while in compliance with the conditions imposed by HUD.

ARTICLE VI - RETENTION OF RECORDS

A. The CONTRACTOR shall provide such records as will fully disclose the amount and disposition of the total funds for all sources budgeted for the contract period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Arizona Department of Housing shall prescribe. Such records shall be preserved by the CITY for a period of not less than FIVE (5) years following Contract closeout.

B. The CONTRACTOR and the CITY shall make available to each other all financial and administrative records with respect to matters covered by this agreement at any time during normal business hours and as often as necessary.

ARTICLE VII - AUDIT

A. The CITY and its duly authorized representative shall have access, for the purpose of audit and examination, to any books, documents, papers and records of the CONTRACTOR which are pertinent to this Contract and which will facilitate an effective audit.

B. The CONTRACTOR shall maintain a group of separate records for any and all monies paid to the CONTRACTOR by the CITY under the terms of this Contract.

C. The CONTRACTOR shall maintain a salary schedule of employees engaged in work under terms of this Contract.

ARTICLE VIII - INTERESTS OF THE CONTRACTOR

- A. The CONTRACTOR covenants that it has no pecuniary interest, and shall not acquire any pecuniary interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- B. Any program income generated by the CONTRACTOR and derived from the program shall be awarded to the CITY for its use in accordance with the conditions identified in 24CFR570.506.

ARTICLE IX - OFFICIAL NOT TO BENEFIT

No member of, or delegates to, the Congress of the United States of America, and no public official, shall be admitted to any share or part hereof, or to any pecuniary benefit to arise herefrom. The provisions of ARS 38-511 are incorporated herein by reference.

ARTICLE X - OTHER REQUIREMENTS

- A. The CONTRACTOR will comply with all applicable state and federal rules and regulations concerning third party contracts in connection with the carrying out of this Contract.
- B. The CONTRACTOR has a copy of the Arizona Department of Housing CDBG Program Grant Administration Handbook, Application Handbook, Labor Standards Handbook, Procurement and Contracting Handbook and Environmental Review Handbook, and the CONTRACTOR shall comply with these existing regulations and provisions as well as future revisions.
- C. The CONTRACTOR agrees to comply with applicable statutes, regulations and Executive Orders as required by the Arizona Department of Housing as described in the attached compliance requirements (Attachment B to this Contract).
- D. The CONTRACTOR certifies that its indirect cost schedule is in accordance with the provisions of Federal Management Circular A-87.
- E. The CONTRACTOR agrees to comply with certification requirements regarding lobbying as stated in Attachment C.

IN WITNESS WHEREOF, the CONTRACTOR and the CITY do hereby execute this Contract as of the date last signed:



RON OERTLE, MAYOR
CITY OF BISBEE



RANDY HEISS
EXECUTIVE DIRECTOR
SOUTHEASTERN ARIZONA
GOVERNMENTS ORGANIZATION

DATE: 11/4/15

DATE: 9/9/2015

ATTEST: 

ASHLEE CORONADO, CLERK

APPROVED AS TO FORM:



BRITT HANSON, CITY ATTORNEY

ATTACHMENT A

Scope of Work

The SouthEastern Arizona Governments Organization, hereinafter called the CONTRACTOR, agrees to implement the management program for the CITY OF BISBEE , hereinafter called the CITY, described as follows:

The CONTRACTOR will provide that level of management needed by the CITY for the development of its Community Development Block Grant Program as delineated within Arizona Department of Housing (ADOH) Contract. Such management will include the following specific work items that will be consistent with all ADOH CDBG Program requirements, as stated in Article XI, Section B. It is understood that the CONTRACTOR is not a construction "project manager".

A. The CONTRACTOR will advise the CITY in completing all documents required to initiate the grant activity(ies).

B. The CONTRACTOR will undertake all tasks relating to the Environmental Review. The CITY agrees to cooperate fully in this requirement.

D. The CONTRACTOR will prepare all documents for the procurement of professional services, material purchases and/or construction bids, as needed, according to CDBG program requirements and regulations, and assist the CITY in the procurement of said materials or services.

E. The CONTRACTOR will provide compliance with all Labor Standards requirements for construction projects, if needed. The CITY agrees to cooperate fully in this requirement.

F. The CONTRACTOR shall maintain all project records and files on behalf of the CITY. The CITY agrees to cooperate fully in this requirement.

G. The CONTRACTOR shall assume full responsibility for responding to all ADOH questions, concerns, findings and reports, if the CITY cooperates and provides any and all documents requested. The CITY agrees to do so in a timely manner.

H. The CONTRACTOR shall assist the CITY in complying with any ADOH contract "special conditions", EXCEPT post-closeout reporting requirements and any Self-Evaluation and Transition Plans for non-profit sub-recipients. Should a "special condition" require the writing of a Self-Evaluation and Transition Plan for a non-profit sub-recipient, extra charges will be negotiated between the CITY and the CONTRACTOR.

I. The CONTRACTOR will attend all monitoring visits made by ADOH staff.

J. The CONTRACTOR shall assist in and identify all activities leading to and including project closeout. The CITY assumes full responsibility for meeting all ADOH requirements prior to project closeout.

ATTACHMENT B

Civil Rights Provision (3 pages)

Civil Rights Laws and Requirements

Civil Rights Act
of 1964, Title VI

Title VI of the Civil Rights Act of 1964 provides that no person shall be:

- Excluded from participation
- Denied program benefits
- Subjected to discrimination on the basis of:
 - Race
 - Color
 - National origin

Under any program or activity receiving Federal financial assistance.

Civil Rights Act
of 1968, Title VIII

Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing on the basis of:

- Race
- Color
- Religion
- Sex
- National Origin

This law requires HUD to administer its programs in a manner that affirmatively promotes fair housing.

Rehabilitation
Act of 1973,
Section 504

Section 504 of the Rehabilitation Act of 1973, as amended, no otherwise qualified individual shall, solely by reason of his or her handicap, be:

- Excluded from participation (including employment)
- Denied program benefits
- Subjected to discrimination

Under any program or activity receiving Federal funds.

It also requires each local government receiving such federal funds to:

- Conduct a self-evaluation;
- Prepare a transition plan, if appropriate;
- Ensure that its communications are accessible;
- Ensure that its employment practices are non discriminatory;

- And if it has 15 or more full or part time employees, it must:
- Designate a 504 Coordinator
 - Adopt a grievance procedure; and
 - Comply with public notice requirements.

Age
Discrimination
Act of 1975

Age Discrimination Act of 1975, as amended, provides that no Discrimination person shall be excluded from participation, denied program Act of 1975 benefits, or subjected to discrimination on the basis of age - under any program or activity receiving Federal funds.

Americans with
Disabilities
Act of 1990

Americans with Disabilities Act of 1990 prohibits discrimination against individuals with disabilities for all state and local governments and requires them to undertake actions similar to those required by Section 504. It also contains a public accommodations portion and requires private employers not to discriminate against individuals with disabilities in terms of employment, services and accommodations.

Executive Order
11063: Equal
Opportunity in
Housing -
Lending

Executive Order 11063 provides that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Executive Order
11246:
Employment
Opportunity

Executive Order 11246, as amended, provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin, in any phase of employment during the performance of Federal or Federally assisted construction contracts in excess of \$10,000.

Fair Housing
Act
Amendment
Title VIII

Fair Housing Act Amendments of 1988, extends the benefits of the Housing Act of 1968 to two previously unprotected groups, namely, families with children (i.e., anyone under 18) and individuals with disabilities.

Housing and Urban

Section 3 of the Housing and Urban Development Act of 1968,

Urban
Development
Act of 1968,
Section 3

as amended, provides that, to the greatest extent feasible,
opportunities for:

- Training
- Employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section also provides that contracts awarded in connection with such projects be awarded to:
 - Businesses located in the project area,
 - OR -
 - Businesses owned, in substantial part, by residents of the project area. (Note: The Housing and Community Development Act of 1980 defined Aproject area as the unit of local government or the metropolitan area or the non-metropolitan City in which the project is located.)

Housing and
Community
Development
Act of 1974,
Section 104

Section 104 of the Housing and Community Development Act of 1974, as amended, provides that the grantee will affirmatively further fair housing.

Housing and
Community
Development
Act of 1974,
Section 111

Section 111 of the Housing and Community Development Act of 1974, as amended, provides that no person shall be excluded from participation (including employment), denied program benefits, or Act subjected to discrimination on the basis of:

- Race
- Color
- National Origin
- Sex
- Age
- Handicap
- Religion
- under any program or activity funded in whole or in part under Title I (CDBG) of the Act.

ATTACHMENT C
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

- (1) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(2) Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statements shall be subject to a civil penalty of less than \$10,000 and not more than \$100,000 for each such failure.



RON OERTLE, MAYOR
CITY OF BISBEE



RANDY HEISS
EXECUTIVE DIRECTOR
SOUTHEASTERN ARIZONA
GOVERNMENTS ORGANIZATION

DATE: 11/4/15

DATE: 9/9/2015