

C O N T R A C T

COCHISE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT TECHNICAL ASSISTANCE FOR COMPLETION OF THE SOUTHERN ARIZONA CHILDREN'S HAVEN 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 COUNTY OF COCHISE, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the COUNTY has applied for a Community Development Block Grant Contract from the State of Arizona, Department of Housing (ADOH) FY16 Regional Account CDBG Program for the completion of the Southern Arizona Children's Haven Improvement Project (the "Project") and

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

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

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 COUNTY and obtaining the COUNTY'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 COUNTY 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 COUNTY, through administrative closeout of the 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 COUNTY **shall pay the CONTRACTOR THE SUM OF SIXTEEN THOUSAND EIGHT HUNDRED THIRTY ONE DOLLARS (\$16,831.00).**

B. The COUNTY shall pay said monies to the CONTRACTOR in the manner set forth below:

- 1. TWO THOUSAND, EIGHT HUNDRED THIRTY ONE DOLLARS (\$2,831.00) upon signing this contract.**
- 2. FIVE THOUSAND DOLLARS (\$5,000.00) after completion of the pre-construction conference.**
- 3. NINE THOUSAND DOLLARS (\$9,000.00) upon completion of the construction.**

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 COUNTY for the purposes designated herein.

D. The COUNTY 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 COUNTY UNTIL NOTIFIED BY THE ARIZONA DEPARTMENT OF HOUSING THAT THE FUNDING YEAR HAS BEEN CLOSED OUT.

- B. The CONTRACTOR and the COUNTY 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 COUNTY 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 COUNTY under the 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 COUNTY 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 COUNTY do hereby execute this Contract as of the date last signed:

ANN ENGLISH
CHAIR, COUNTY OF COCHISE

RANDY HEISS
EXECUTIVE DIRECTOR
SOUTHEASTERN ARIZONA GOVERNMENTS
ORGANIZATION

DATE: _____

DATE: _____

ATTEST: _____
ARLETHE G. RIOS, CLERK OF THE BOARD

APPROVED AS TO FORM:

BRITT HANSON
CHIEF CIVIL DEPUTY COUNTY ATTORNEY

ATTACHMENT A

Scope of Work

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

The CONTRACTOR will provide that level of management needed by the COUNTY 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 provide compliance with all Labor Standards requirements for construction.

B. The CONTRACTOR shall maintain all project records and files on behalf of the COUNTY.

C. The CONTRACTOR shall provide financial management for the project to include **submitting timely reports and reimbursements requests to ADOH on behalf of COUNTY.**

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

E. The CONTRACTOR shall assist the COUNTY in complying with any ADOH contract "special conditions", EXCEPT post-closeout reporting.

F. The CONTRACTOR will attend all monitoring visits by ADOH staff.

G. The CONTRACTOR shall assist in and identify all activities leading to and including project closeout. The COUNTY 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
Urban
Development
Act of 1968,
Section 3

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

ANN ENGLISH, CHAIR
COUNTY OF COCHISE

RANDY HEISS
EXECUTIVE DIRECTOR
SOUTHEASTERN ARIZONA
GOVERNMENTS ORGANIZATION

DATE: _____

DATE: _____