City of Benson
City Council Communication

Regular Meeting **November 27, 2017**

To: Mayor and Council Agenda Item # 2

From: Bradley J. Hamilton, P.E., Public Works Director/City Engineer

Subject:

Southeastern Arizona Governments Organization (SEAGO) Technical Assistance Contract for the Community Development Block Grant (CDBG) Contract

Discussion:

This contract secures the technical assistance from Southeastern Arizona Governments Organization (SEAGO) for the Community Development Block Grant Project at Lions Park.

Staff Recommendation:

Approval of Southeastern Arizona Governments Organization (SEAGO) Technical Assistance Contract for the Community Development Block Grant (CDBG) Contract

SouthEastern Arizona Governments Organization

Serving our member governments and their constituents since 1972

SEAGO

SEAGO Member Entities

Cochise County
Benson
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Douglas
Huachuca City
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Graham County
Pima
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San Carlos Apache Tribe
Thatcher
Greenlee County
Clifton
Duncan
Santa Cruz County
Nogales
Patagonia

SEAGO Office
Administration
CDBG
Economic Dev.
Housing
Transportation

1403 W. Hwy 92
Bisbee, AZ 85603
520-432-5301
520-432-5858 Fax

Area Agency on Aging Office

300 Collins Road
Bisbee, AZ 85603
520-432-2528
520-432-9168 Fax

www.seago.org

November 13, 2017

Brad Hamilton, Public Works Director
City of Benson
P.O. Box 2223
Benson, AZ 85602

Dear Brad:

RE: TA CONTRACT FOR FY14 CDBG CONTRACT (ADA restrooms/concession)

Enclosed are two copies of SEAGO's standard TA contract. Please note that the City's "Resolution to Submit" the application authorized the Mayor to "take all actions necessary to implement and complete the activities submitted in said application". Therefore the Mayor is already authorized to sign this contract, as our services were specifically budgeted for in the application.

Please have both copies signed where indicated, then return one to me and keep one for your files.

Please send copies of the fully executed ADOH funding contract to me once you receive it from them, and the CD-1, F-1, and F-2 signature forms that you will send to ADOH when you return the contracts to them.

I'm looking forward to another project with you. Thanks, and if you have any questions, please feel free to contact me.

Sincerely,

Bonnie

Bonnie Williams
CDBG Program Manager

Enclosures

CONTRACT

CITY OF BENSON
COMMUNITY DEVELOPMENT BLOCK GRANT
FY17 REGIONAL ACCOUNT TECHNICAL ASSISTANCE
FOR COMPLETION OF THE PARK CONCESSION/RESTROOM 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 BENSON, 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) FY17 Regional Account; 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;

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 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 FIVE THOUSAND DOLLARS ($25,000.00). Technical Assistance and Application Preparation (TAAP) in the amount of $3,000 will be billed separately from this contract, AS INDICATED IN THE GRANT APPLICATION.**

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

1. **FIVE THOUSAND DOLLARS ($5,000.00) upon completion of the Environmental Review Report.**

2. **TWO THOUSAND DOLLARS ($2,000.00) ninety (90) days after Release of Funds.**

3. **FIVE THOUSAND DOLLARS ($5,000.00) one hundred eighty (180) days after Release of Funds.**

4. **SIX THOUSAND DOLLARS ($6,000.00) two hundred seventy (270) days after Release of Funds.**

5. **SEVEN THOUSAND DOLLARS ($7,000.00) three hundred sixty (360) days after Release of Funds or the remaining balance due if the project is completed.**

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:

_____	_____
TONEY D. KING, MAYOR, CITY OF BENSON	RANDY HEISS, EXECUTIVE DIRECTOR SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION
DATE: _____	DATE: 11/6/2017

ATTEST: _____
WILLIAM D STEPHENS, CITY MANAGER

APPROVED AS TO FORM:

_____
GARY J. COHEN, 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 BENSON, 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. 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, as long as 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

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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.

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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.

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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.

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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.

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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.

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Housing and Urban	Section 3 of the Housing and Urban Development Act of1968,

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.)

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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.

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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.

TONEY D. KING, SR MAYOR, CITY OF BENSON	RANDY HEISS EXECUTIVE DIRECTOR SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION
DATE: _____	DATE: 11/6/2017