

**Form 15**  
**Contract for ACEDP Administrative Services**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
(Calendar day) (Month)

by and between the following parties:

\_\_\_\_\_, hereinafter called the ADMINISTRATOR;

(Name of Successful Offeror)

and \_\_\_\_\_, acting herein by \_\_\_\_\_,

(Name of City/County)

(Name of Mayor/County Judge)

herein duly authorized, hereinafter called the OWNER;

WHEREAS, the OWNER has received authorization to incur costs, or has received grant funds under provisions of Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the OWNER has negotiated with the ADMINISTRATOR to render selected services concerning the administration of the grant project, NOW THEREFORE, the parties do agree as follows:

**I. GENERAL SCOPE OF SERVICES PROVIDED BY ADMINISTRATOR**

The ADMINISTRATOR shall perform all of the necessary services provided under this agreement in connection with the administration of the ACEDP grant project.

A. The **Scope of Services** performed by the Administrator shall include, but not be limited to:

1. Procurement
2. Environmental Review
3. Fair Housing/Equal Opportunity
4. Financial Management
5. Acquisition
6. Contract Management
7. Labor Compliance
8. Closeout/Audit
9. Housing Rehabilitation

*NOTE: Delete any compliance areas that are not appropriate to this agreement.*

## II. GENERAL SCOPE OF SERVICES PROVIDED BY OWNER

The OWNER, as consideration for the agreement by the ADMINISTRATOR to assume certain duties described above, agrees to assume the following duties and obligations

- A. To make a final review of all services performed and to authorize same prior to implementation and/or commitment to record
- B. To assume full liability as to any and all claims arising out of the performance by ADMINISTRATOR of the above-defined services
- C. To pay out of grant and/or local funds all program costs arising out of the above described project which are incurred by the ADMINISTRATOR on behalf of the OWNER and approved by the OWNER and the Arkansas Economic Development Commission.
- D. To furnish all information, data, reports, records, and maps as are existing, available and necessary for performing all work outlined in this Agreement
- E. To cooperate with the ADMINISTRATOR in order to facilitate the performance of the work described in this Agreement
- F. To reimburse the ADMINISTRATOR in accordance with the procedures set forth in Section III, COMPENSATION AND METHOD OF PAYMENT

## III. COMPENSATION AND METHOD OF PAYMENT

For services provided under this Agreement, the ADMINISTRATOR shall receive compensation not to exceed \$\_\_\_\_\_. Under no circumstance may the total contract amount be increased without a formal amendment increasing the Scope of Services.

The project shall consist of three (3) stages described as follows:

- Phase 1: Start-up** Start up will end with approval of the plans and specifications by the Arkansas Economic Development Commission and with the completion of all known acquisition activities as evidenced by a letter from the elected official submitted to the Department stating same.
- Phase 2: Construction** Construction will end with construction completion as evidenced by the signing of the certificate(s) of substantial completion.
- Phase 3: Closeout** Closeout will with resolution of all final monitoring concerns and findings as evidenced by submission and acceptance of all required materials and all final closeout documents as required by the ACEDP Administrative Procedures Manual, and when the required number of jobs have been created

and/or retained by a company for Economic Development projects, if applicable. However, the project is not considered closed until the Grantee receives a letter from the Arkansas Economic Development Commission stating that the project is closed.

#### **Payment Limits**

Phase I payments shall not exceed 45 percent of the total contract or \$\_\_\_\_\_.

Phase II payments shall not exceed 45 percent of the total contract or \$\_\_\_\_\_.

Phase III payments shall not exceed 10 percent of the total contract or \$\_\_\_\_\_.

The ADMINISTRATOR may not draw more than the total funds budgeted for each phase. Funds may not be transferred from Phase II or Phase III to Phase I or from Phase III to Phase II without a formal contract amendment. Any funds not expended in an earlier phase may be carried over to the next phase to cover cost overruns that may occur. Any funds not expended in the phase in which it was budgeted and not used to cover cost overruns in subsequent phases will be deobligated from the Agreement by formal amendment.

**Note: Owner (City or County) reserves the right to withhold Phase I, II, or III payments based upon satisfactory performance of activities.**

#### **IV. INVOICES FOR PAYMENT**

For Phases I and II, invoices shall be submitted to the OWNER monthly to cover the amount earned during the preceding month. Payment for Phase III shall not be made until the phase is completed as described above. Invoices must include a description of services for which compensation is being requested including an explanation of requests for partial payments for ongoing services within a phase.

#### **V. OTHER RELEVANT ATTACHMENTS**

List here, starting with Attachment 1, any attachments that will be a part of the Agreement.

## **VI. TERMS AND CONDITIONS**

### **A Termination of Contract for Cause**

If, through any cause, the ADMINISTRATOR shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the ADMINISTRATOR shall violate any of the covenants, agreements, or stipulations of this Contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the ADMINISTRATOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the ADMINISTRATOR under this contract shall, at the option of the OWNER, become its property, and the ADMINISTRATOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the ADMINISTRATOR shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the ADMINISTRATOR, and the OWNER may withhold any payments to the ADMINISTRATOR until such time as the exact amount of damages due the OWNER from the ADMINISTRATOR is determined.

### **B. Termination for Convenience of OWNER**

The OWNER may terminate this Contract any time by giving at least a ten (10) day notice in writing from the OWNER to the ADMINISTRATOR. If the Contract is terminated by the OWNER as provided herein, the ADMINISTRATOR will receive equitable compensation under this Contract, less payments of compensation previously made; provided, however, that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of such termination, the ADMINISTRATOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the ADMINISTRATOR during the Contract period which are directly attributable to the uncompleted portion of the service covered by this contract. If this Contract is terminated due to the fault of the ADMINISTRATOR, Section A hereof relative to the termination shall apply.

### **C. Changes**

The OWNER may, from time to time, request changes in the scope of the services of the ADMINISTRATOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the ADMINISTRATOR'S compensation, which are mutually agreed upon by and between the OWNER and the ADMINISTRATOR, shall be incorporated in written amendments to this Contract for approval by the Arkansas Economic Development Commission prior to the effective date of such amendment(s).

**D. Personnel**

1. The ADMINISTRATOR represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Personnel shall not be employees of or have any contractual relationship with the OWNER.
2. All the services required hereunder will be performed by the ADMINISTRATOR or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
3. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
4. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

**E. Assignability**

The ADMINISTRATOR shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the OWNER thereto: Provided, however, that claims for money by the ADMINISTRATOR from the OWNER under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the OWNER.

**F. Reports and Information**

The ADMINISTRATOR, at such times and in such forms as the OWNER may require, shall furnish the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

**G. Records and Audits**

The ADMINISTRATOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the OWNER or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the OWNER after consultation with the Arkansas Economic Development Commission.

#### **H. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the ADMINISTRATOR under this Contract are confidential, and the ADMINISTRATOR agrees that they shall not be made available to any individual or organization without the prior written approval of the OWNER.

#### **I. Copyright**

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the ADMINISTRATOR.

#### **J. Compliance with Local Law**

The ADMINISTRATOR shall comply with all applicable laws, ordinances and codes of the State and local governments, and the ADMINISTRATOR shall save the OWNER harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

#### **K. Civil Rights Act/Equal Employment Opportunity**

During the performance of this Contract, the ADMINISTRATOR agrees as follows:

1. The ADMINISTRATOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, handicap, veteran status or national origin. The ADMINISTRATOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, handicap, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ADMINISTRATOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
2. The ADMINISTRATOR will, in all solicitation or advertisements for employees placed by or on behalf of the ADMINISTRATOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, handicap, veteran status or national origin.
3. The ADMINISTRATOR will insert the foregoing provisions in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each

subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. The ADMINISTRATOR will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations 4 CFR 6(D).

**L. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

The ADMINISTRATOR covenants that:

1. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (HUD) through the Arkansas Economic Development Commission and is subject to the requirements of Section 3 of the HUD Act of 1983, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. It will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Contract. The ADMINISTRATOR certifies that it is under no contractual or other disability which would prevent it from complying with these requirements.
3. It will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. It will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**M Section 503 Handicapped (if \$2,500 or Over)**

## **Affirmative Steps for Handicapped Workers**

1. The ADMINISTRATOR will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position that the employee or applicant for employment is qualified. The ADMINISTRATOR agrees to take affirmative steps to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices including: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, pay or other forms of compensation, and selection for training, including apprenticeship.
2. The ADMINISTRATOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the ADMINISTRATOR'S noncompliance with the requirements of this clause, noncompliance actions may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.
4. The ADMINISTRATOR agrees to post notices in conspicuous places, available to employees and applicants for employment. Such notices shall state the ADMINISTRATOR'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The ADMINISTRATOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract, that they are bound by the terms of Section 503 of the Rehabilitation Act of 1973 and are committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The ADMINISTRATOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## **N. Interest of Other Local Public Officials and/or Members of the Locality**

No member of the governing body of the locality, nor officer, employee, or agent of the locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any direct or indirect personal financial interest in this Contract; and the ADMINISTRATOR shall take appropriate steps to assure compliance.



**O. Interest of ADMINISTRATOR and Employees**

The ADMINISTRATOR covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The ADMINISTRATOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**P. Compliance with HUD and Arkansas Economic Development Commission Patent Rights in Research Regulations**

The ADMINISTRATOR will comply with all requirements and regulations of HUD and the Arkansas Economic Development Commission pertaining to reporting and patent rights involving research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of this contract. The ADMINISTRATOR will also comply with HUD and Arkansas Economic Development Commission requirements and regulations pertaining to copyrights and rights in data.

**Q. Indemnification**

The ADMINISTRATOR shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the OWNER and its agency members from and against them, and shall assume full responsibility for payments of Federal, State, and local taxes or contributions required under social security, workman's compensation, and income tax laws.

**R. Access to Records**

The OWNER, the Arkansas Economic Development Commission, the Joint Legislative Audit Division of the State of Arkansas, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the ADMINISTRATOR doing work under this Contract which are directly pertinent to the project funded by the Arkansas Community and Economic Development Grant Program for the purpose of making audit, examination, excerpts, and transcriptions.

**S. Miscellaneous Provisions**

1. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas.
2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

3. In case any provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
4. This Agreement may be amended by the mutual agreement of the parties hereto and in writing to be attached to and incorporated into this Agreement.
5. This Agreement shall be null and void, if the applicant fails to successfully enter into agreement with the Arkansas Economic Development Commission.

This execution of the Agreement on behalf of the OWNER has been duly authorized as follows:

A resolution/court order dated \_\_\_\_\_ (*Date*, authorizing Mayor/County Judge \_\_\_\_\_ (*Signature*) to act on behalf of the OWNER.

WITNESS our hands and seals on the date herein above written, this Contract for ACEDP Administrative Services shall be effective as of \_\_\_\_\_ (*Date*) until the Scope of Services is completed.

	Owner:	_____
		<i>(Name of City/County)</i>
Witness:	Name:	_____
		<i>(Typed name of Mayor/Judge)</i>
Name: _____	Signature:	_____
<i>(Typed name of signee)</i>		<i>(Mayor/County Judge)</i>

	Administrator: _____ <i>(Name of administrative firm)</i>
Witness:	Name: _____ <i>(Typed name of administrator)</i>
Name: _____ <i>(Typed name of signee)</i>	Signature: _____ <i>(Administrator)</i>