

**DISASTER ASSISTANCE AGREEMENT FOR STATE PROCLAMATIONS
(Political Subdivisions)**

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JUN 29 2015
CITY OF BISBEE
FINANCE DEPARTMENT

This Agreement between the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona (“Division”), and CITY OF BISBEE (“Applicant”) shall be effective on the date signed by both parties. This agreement shall apply to all assistance funds provided by the State to the Applicant as a result of **COCHISE COUNTY FLOODING**, which occurred **SEPTEMBER 17-19, 2014**, and pursuant to the Governor's Declaration of Emergency on **NOVEMBER 4, 2014**.

The designated representative of the Applicant certifies that:

1. He/She has legal authority, as outlined in the designation form, to apply for assistance on behalf of the Applicant.
2. The Applicant is an eligible entity as defined in A.A.C. R8-2-301
3. Any change to the Applicant’s designated representative or their contact information must be provided to Division in writing.
4. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving State disaster assistance. The Division does manage or oversee the applicant’s project(s).
5. The Applicant understands this is a reimbursement program and the Applicant must expend its own funds for the approved project prior to being reimbursed by the Division. The Division will not pre-approve a project for reimbursement prior to commencement of repairs at the Applicant’s own expense. Partial payments can be processed as work is completed and costs expended. Final payment will be made after work is completed and claimed costs have been audited. (A.A.C. § R8-2-316)
6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Division’s Governor's Authorized Representative (GAR) or Alternate GAR to ensure compliance with audit requirement. (A.A.C. § R8-2-316)
7. The Applicant shall, upon request of the Governor's Authorized Representative (or designee), cooperate with Division personnel in performing interim and/or final inspections of the project site.
8. The Applicant shall comply with all applicable current codes and standards, including but not limited to fire, building and construction, during completion of eligible repair or replacement work on eligible damaged public facilities.
9. The Applicant shall comply with any mitigation requirements approved by the Division for repair or replacement projects subject to repeated damages from flooding or other hazards.

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(A.A.C. § R8-2-314)

10. The Applicant shall comply with all applicable provisions of State laws and regulations in regard to procurement of goods and services and to contracts for repair or restoration of eligible public facilities including, but not limited to: A.A.C. Title 8, Chapter 2, Article 3.
11. The Applicant shall comply with all existing State and Federal laws, rules or requirements or those enacted during the duration of this agreement, including those involving the environment (NEPA; National Environmental Protection Act).
12. The Applicant shall comply with provisions of the Hatch Act limiting the political activities of public employees.
13. The Applicant shall comply with the flood insurance purchase requirements which may be required by the Arizona Department of Water Resources Floodplain Management Program.
14. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. (A.R.S. § 41-2544) A cost-reimbursement contract may be used only if a determination is made in writing that such contract is likely to be less costly to this state than any other type or that it is impracticable to obtain the materials, services or construction required except under such a contract.
15. The Applicant shall not enter into contracts for which payment is contingent upon approval of project or receipt of State funds. (A.R.S. § 41-2546)
16. In accordance with the Arizona Procurement Code, Rule R2-7-C907, the Applicant shall not enter into any contract with any party that is debarred or suspended from participating in State assistance programs.
17. The Applicant shall comply with cost-sharing requirements of State disaster assistance; specifically, that State assistance is limited to 75% of total eligible expenditures. The Applicant is responsible for the remaining 25% share of total eligible costs, as outlined in A.A.C. R8-2-306(D).
18. The Applicant shall use disaster assistance funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative.
19. The Applicant shall return to the State, within two months of such request by the Governor's Authorized Representative, any partial reimbursement not supported by audit or other Division review of documentation maintained by the Applicant. (A.A.C. § R8-2-319)

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20. The Applicant understands and will abide by the following Time Limits for Filing Claims:

All damages attributed to a declared disaster must be identified by the applicant within 60 days of the Governor's Declaration. A final list of projects will be documented for concurrence and signature by both the applicant and a Division representative. Any damages after the 60 days will not be considered for reimbursement under the declared event. (A.A.C § R8-2-309 (c))

1/5/2015

Emergency Work (eligible work that is performed to reduce or eliminate and immediate threat to life, protect public health and safety, and to protect improved property that is threatened in a significant way as a result of the disaster). (A.A.C § R-8-2-309 (b))

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Permanent Work (required to restore a damaged facility, through repair or restoration, to its pre-disaster design, function, and capacity in accordance with applicable codes and standards). (A.A.C. § R-8-2-309 (b))

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All required information pertaining to the accurate development, review and approval of Project Worksheets identified, must be provided to the Division by the applicant within 6 months from the date of declaration. Any information not received within that time frame will not be considered as eligible costs reimbursable under the declared event, with the exception of hidden damages discovered after construction begins. A.A.C § R-8-2-309 (d))

5/5/2015

21. Time extensions for project completion will be granted due to conditions or causes which are beyond Applicant's control. Requests for time extensions must be submitted in writing prior to work completion deadline date. Requests must demonstrate extenuating circumstances or unusual project requirements supporting the request and include a projected completion date and revised project completion timeline.
22. None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both parties.
23. Notwithstanding any provision of the Agreement to the contrary, the Division is not authorized to indemnify Contractor.
24. Every payment obligation of the Division under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement,

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this Agreement may be terminated by the Division or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the Division or any other agency of the State of Arizona in the event this provision is exercised, and neither the Division nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

25. Pursuant to A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the Contractor shall produce the original of any or all such records at the offices of the Division.
26. In accordance with A.R.S. § 41-151, the Applicant shall maintain for three years from the applicant's final audit all records relating to claims submitted by the applicant and shall make the records available for inspection and audit by the Department auditor and the auditor general.
27. The requirements of A.R.S. § 38-511 apply to this Agreement. The Division, may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Division is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Contractor with respect to the subject matter of this Agreement.
28. Contractor shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
29. Scrutinized Business Operations. Pursuant to A.R.S. § 35-391.06 and A.R.S. § 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 and A.R.S. § 35-393, as applicable. If the State of Arizona or the Division determines that the Contractor submitted a false certification, the Division may impose remedies as provided by law including cancellation or termination of this Agreement.
30. Contractor assigns to the Division any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Contractor toward fulfillment of this Agreement.

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- 31. This Agreement shall be construed in accordance with the laws of the State of Arizona.
- 32. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
- 33. Applicant shall report to the Division quarterly regarding the progress of any project(s) until the project(s) is 100% complete.
- 34. Any and all cost overruns must be presented to the Division in writing and be approved by the Division prior to reimbursement.
- 35. The file number for this Governor's Proclamation is PCA 73028.

Designee/Applicant Agent:

Sharon Buono

Applicant Agent Name

Sharon Buono

Signature

Finance Director

Title

6/3/15

Date

Division:

Will Schulz

Assistant Director, Grant Administration

Will Schulz

Signature

Alternate Governor's Authorized
Representative

Title

6/16/15

Date