

**Programmatic Agreement
Between the
City of Flagstaff
and the
Arizona State Historic Preservation Office**

This programmatic agreement (the "Agreement") is made this _____ day of _____, ~~2011-2016~~ by and between The Arizona State Historic Preservation Office ("SHPO") and the City of Flagstaff, Arizona (the "City") regarding Arizona Department of Housing ("ADOH"), federal Community Development Block Grant ("CDBG"), and federal Community Development Block Grant – Recovery ("CDBG-R") Programs.

RECITALS

- A. City is an Entitlement Community under the Department of Housing and Urban Development ("HUD") and receives an annual funding allocation based on a formula established by HUD.
- B. Activities funded by these programs may include, but are not limited to acquisition, rehabilitation, and owner-occupied housing rehabilitation (the "Projects") and qualify as a federal undertaking subject to the provisions of Section 106 of the National Historic Preservation Act.
- C. The City receives funds from the Arizona Department of Housing through a competitive grant process for activities (the "Projects") also subject to the provisions of Section 106 of the National Historic Preservation Act.
- D. Pursuant to 24 CFR Part 58, the City is the responsible entity for compliance with Section 106 on behalf of HUD and ADOH.
- E. The State Historic Preservation Office (SHPO) assists Federal Agencies and their agents in fulfilling the Section 106 responsibilities pursuant to 36 CFR Part 800.
- F. The Area of Potential Effects (APE) encompasses the City of Flagstaff city limits.

Now therefore, the City and SHPO agree, in order to avoid adverse effects on any historic properties, the Projects will be conducted in accordance with the following stipulations:

I. Conditioned Rehabilitation Actions

- A. Rehabilitation Actions.

The City will ensure, and confirm in an annual report to SHPO, that the rehabilitation of the various housing units is limited to the rehabilitation actions and conditions of implementation listed below in consideration of the project goals and concern for the protection of historic properties:

Rehabilitation Actions:

- Replacement of concrete flatwork for sidewalks, driveways, and patios
- Replacement of building footings
- Replacement of roofing material
- Replacement of exterior windows and doors
- Replacement of electrical wiring and service
- Replacement of interior plumbing
- Replacement of sewer and water supply lines to building
- Replacement of rooftop HVAC units with split system units
- Replacement of ductwork with insulated ductwork
- Replacement of interior flooring
- Replacement of kitchen cabinets
- Replacement of interior doors, trim, and baseboards
- Replacement of plumbing fixtures and faucets
- Replacement and relocation of water heaters
- Replacement of fencing
- Front landscaping
- Exterior and interior painting
- Grading to minimize ponding around building
- Removal of un-permitted enclosures and additions

B. Conditions of Implementation:

1. Replacement windows and doors will match the existing in material, size; and, closely approximate the design configuration of the existing.
2. Re-roofing material will match the existing in material and scale.
3. Provided that matching materials are neither feasible nor prudent, pursuant to the economic objectives of the project, substitute material should closely approximate the design and appearance of the existing.
4. Replacement of sewer and water supply lines to the building shall be located in the same trench as the existing sewer and water supply lines being replaced.
5. Replacement of building footings shall be the same location, size, and depth as the footings that removed.
6. HVAC split system shall be located at the rear of the property.

II. Duration

This Agreement shall remain in effect, unless amended or terminated, ~~for a period of five (5) years pursuant to Section III- below, at which time the Agreement terminates unless the parties enter into a written amendment extending the duration of the Agreement.~~

III. Termination

This Agreement may be terminated by providing 30 calendar days written notice by one party to

the other party, ~~provided the parties consult during that period to seek agreement on amendments which would avoid termination.~~

IV. Failure to Carry Out Terms of the Agreement

In the event the rehabilitation work on a particular housing unit fails to comply with the conditions described in Section I above, the City shall nonetheless ensure that the rehabilitation work complies with 36 CFR Part 800 as a separate discrete undertaking.

V. State of Arizona Contracting Requirements

A. Equal Opportunity /Nondiscrimination

The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Orders 75-5 and 99-4, and any other Federal and State Laws relating to equal opportunity and nondiscrimination, including the Americans with Disabilities Act (ADA).

B. Conflict of Interest

This Agreement is subject to cancellation by the State under A.R.S.\$38-511 if any person significantly involved in the Agreement, on behalf of the State, is an employee or consultant of the contractor at any time while the Agreement or any extension of the Agreement is in effect.

C. Non-Availability of Funds

This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State and Federal Parties to expenditures in excess of funds appropriated and allocated for the purposes out lined in this Agreement.

D. Records

The parties agree this Agreement does not involve the furnishing of goods, equipment, labor, materials, or services to the State of Arizona or any of its agencies, boards, commissions, or departments: and therefore A.R.S. 35-214 and 35-215 do not apply.

E. Arbitration

The parties agree to utilize any arbitration required under applicable provisions of the Arizona Revised Statutes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year written above.

City of Flagstaff

By: ~~Kevin Burke~~Josh Copley, City Manager Date: _____

Attest:

_____ Date: _____
City Clerk

Approved as to form:

_____ Date: _____
City Attorney

Arizona State Historic Preservation Office

_____ Date: _____
By: