

# FOIA MARKER

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**OA/ID Number:** 24239

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**Folder Title:**

[Greater Flagstaff - Community Partnership with Americorps] [1]

**Stack:**

**S**

**Row:**

**66**

**Section:**

**1**

**Shelf:**

**1**

**Position:**

**3**



PRESENTATION TO MR. JOEL BERG

Director of National Service  
United States Department of Agriculture

JERRY CHAVEZ

AMERICORPS MEMBER

CITY OF FLAGSTAFF



GREATER FLAGSTAFF  
ECONOMIC COUNCIL  
INCORPORATED

A FEDERALLY DESIGNATED  
CHAMPION COMMUNITY







# GREATER FLAGSTAFF AREA

## COMMUNITY PARTNERSHIP WITH THE AMERICORPS NATIONAL SERVICE INITIATIVE

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Divider Title: TAB A

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## NEWS RELEASE

For Further Information Contact:

Christopher R. Burgess  
Controller  
804-697-1131

### **Chesapeake purchases 25 acres in Bellemont, Ariz. for Wisconsin Tissue converting facility**

Richmond, Va., August 10, 1995 — Chesapeake Corporation (NYSE:CSK) announced today that it has purchased 25 acres of property with additional options in Bellemont, Ariz. The company plans to construct a plant that converts rolls of tissue into napkins, towels and tissue for the away-from-home market for Wisconsin Tissue's Western Operations on the property. Funds for this property purchase were part of Wisconsin Tissue's \$26 million capital investment plan recently approved by Chesapeake's Board of Directors.

According to Bill Raaths, president of Wisconsin Tissue, the first phase of the 272,000 square foot converting facility will be fully operational in the first half of 1996. "The Bellemont converting facility will be located ten miles west of Flagstaff, where Wisconsin Tissue's recently purchased papermill is located," said Raaths.

"Our commitment is to the needs of our customers and our core business of marketing and manufacturing away-from-home napkins, towels and tissue. Our mission is to become the most aggressive, innovative and reliable source for the away-from-home market," said Raaths.

Chesapeake Corporation, headquartered in Richmond, Va., is a packaging and paper company. Chesapeake's primary businesses are packaging, kraft and tissue paper products.

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Divider Title: **TAB B** \_\_\_\_\_

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30 JUNE 1995

■ **DISTRICT IMPACT STATEMENT**

THIS DOCUMENT IS INTENDED FOR USE SOLELY BY  
REPRESENTATIVES OF COCONINO COUNTY  
AND THE

**COCONINO COUNTY BOARD  
OF SUPERVISORS**

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**PROPOSAL FOR THE  
ESTABLISHMENT OF A  
VOLUNTEER EMERGENCY RESPONSE SYSTEM**

**SERVING**

**THE COMMUNITIES OF PARKS AND BELLEMONT**

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This document has been prepared in accordance with the specifications promulgated by the Arizona Revised Statutes (ARS), Title 48, chapter 1, Article 10. All materials and information contained herein are in conformance with ARS and are believed to be accurate. This package contains documentation and information that affirms the communities' commitment to develop and manage an Emergency Response System.

**PROPOSED PARKS/BELLEMONT  
FIRE DISTRICT**

**Impact Statement**

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**Boundary Description**

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- ☐ **The following is a written legal description of the proposed boundaries. The legal description was prepared using accepted metes and bounds.**

The proposed Fire District for Parks/Bellemont is composed of Sections 3, 10, 11, 14, 15, 22, 23, 28, T.22N., R.4E.; portions of Sections 13, 24, 25, 26, 27, 33, 34, T.22N., R. 4E.; Section 36., R.5E.; portions of Sections 35, 34, 33, 32, 31, 30, T.22N., R.5E.; and portions of Sections 1 and 2, T.21N., R.5E.

**The Parks/Bellemont Fire District is described as follows:**

POB is SW cor. of NW4 Sec.33, T.22N., R.4E. ; thence north along west line of NW4 Sec. 33, T.22N., R.4E. to the NW cor. Sec. 33, T.22N., R.4E. ; thence north along west line of Sec.28, T.22N., R.4E. to NW cor. of Sec. 28, T.22N., R.4E.; thence east along the north line of Sec.28, T.22N., R.4E. to NE cor. Sec. 28, T.22N., R.4E.; thence north along west line of Sec. 22, 15, 10, 3, T.22N., R.4E. to NW cor. Sec. 3, T.22N., R.4E.; thence east along north line of Sec. 3, T.22N., R.4E. to NE cor. of Sec. 3, T.22N., R.4E.; thence south along east line of Sec.3, T.22N., R.4E. to SE cor. of Sec. 3, T.22N., R.4E.; thence east along north line of Sec. 11, T.22N., R.4E. to NE cor. of Sec. 11, T.22N., R.4E.; thence south along east line of Sec.11, T.22N., R.4E to SE cor. Sec 11, T.22N., R.4E.; thence south along east line of NE4 NE4 Sec. 14, T.22N., R.4E. to SE cor. of NE4 NE4 Sec. 14, T.22N., R.4E.; thence east along north line of S2 NW4 and SW4 NE4 sec. 13, T.22N., R.4E. to the NE cor. of SW4 NE4 Sec. 13, T.22N., R.4E.; thence south along east line of SW4 NE4 and NW4 SE4 Sec. 13, T.22N., R.4E. to SE cor. of NW4 SE4 Sec. 13, T.22N., R.4E.; thence west along south line of NW4 SE4 Sec. 13, T.22N., R.4E. to NE cor. of SE4 SW4 Sec. 13, T.22N., R.4E.; thence south along east line of SE4 SW4 Sec. 13, T.22N., R.4E. to SE cor. of SE4 SW4 Sec. 13, T.22N., R.4E.; thence east along north line of NW4 NE4 Sec. 24, T.22N., R.4E. to NE cor. of NW4 NE4 Sec. 24, T.22N., R.4E.; thence south along east line of NW4 NE4 Sec.24, T.22N., R.4E. to SE cor. of NW4 NE4 Sec. 24, T.22N., R.4E.; thence west along south line of NW4 NE4 and N2 NW4 Sec. 24, T.22N., R.4E. to SW cor. of NW4 NW4 Sec.24, T.22N., R.4E.; thence



south along east line of SE4 NE4 and SE4 Sec. 23, T.22N., R.4E. to SE cor. Sec. 23, T.22N., R.4E.; thence east along north line of Sec.25, T.22N., R.4E. to NE cor of Sec.25, T.22N., R.4E.; thence south along west line of Sec. 30, T.22N, R.5E. to SW cor. of NW4 of Sec. 30, T.22N., R.5E.; thence east along north line of S2 Sec.30, T.22N., R.5E. to NE cor of SE4 of Sec 30,T.22N., R.5E.; thence south along east line of SE4 Sec.30, T.22N., R.5E. to SE cor. Sec.30, T.22N., R.5E.; thence east along north line of Sec 32, 33, 34, 35, 36,T.22N., R.5E. to NE cor. of Sec. 36, T.22N., R.5E.; thence south along east line of Sec. 36, T.22N., R.5E. and Sec.1, T.21N., R.5E. to the north Right Of Way Line of Atchison-Topeka Railroad ; thence follow the north ROW line in a northwesterly direction across Sec. 1 and 2, T.21N., R.5E. and Sec. 34 and 35, T.22N., R.5E.(as referenced in Az State Dept. of Revenue, Land ID Maps 701-03-16 parcels #1, 3, 4, 5, and 701-03-15 parcel #3) to west line of NW4 SE4 SE4 Sec. 34, T.22N. R.5E.; thence north along west line of NW4 SE4 SE4 and NE4 SE4 and SW4 SE4 NE4 Sec. 34, T.22N., R.5E. to south Right Of Way line of Interstate-40; thence follow the south ROW line in a westerly and northwesterly direction across Sec. 34, 33, 32, 31, 30, T.22N., R5E. Sand ec.25, T.22N., R.4E.; and in a southwesterly direction across Sec. 26, 27, 34, 33, T.22N., R.4E. [as referenced in Az D. T. Project Number I-40-3(13) sheets 6-12, I-40-3(20) sheets 4-11, I-40-3(21) sheets 5-7 and Document 218-88] to east line of NW4 Sec.33, T.22N., R.4E.; thence south along east line of NW4 Sec.33, T.22N., R.4E. to SE cor. of NW4 Sec 33, T.22N., R.4E.; thence west along south line of NW4 Sec.33, T.22N., R.4E. to POB.

◇ **All descriptions are referenced to the Gila and Salt Meridian.**

**PROPOSED PARKS/BELLEMONT  
FIRE DISTRICT**

**Impact Statement**

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**District Map**

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☐ The following is an accurate map of the proposed boundaries.

**SEE EXHIBIT A**



**PROPOSED PARKS/BELLEMONT  
FIRE DISTRICT**

**Impact Statement**

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**Estimate of Assessed Valuation**

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- ☐ The following is an estimate of the assessed valuation within the proposed district. <sup>1</sup>

| <i>Area</i>      |  | <i>Assessed Valuation</i> |
|------------------|--|---------------------------|
| <b>Parks</b>     |  | <b>\$ 3,332,616</b>       |
| <b>Bellemont</b> |  | <b>\$ 1,103,459</b>       |
|                  |  |                           |
| <b>Total</b>     |  | <b>\$ 4,436,075</b>       |

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<sup>1</sup> Figures used for the above calculations are believed to accurate and are based on Coconino County Assesors Office.

**PROPOSED PARKS/BELLEMONT  
FIRE DISTRICT**

**Impact Statement**

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**Change In Tax**

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- ☐ The following is a change in the property tax liability, as a result of the proposed district, of a typical resident of the proposed district.

| Assessed Value for<br>Parks |          | (\$ mil rate 1.0/100 | (\$ mil rate 1.5/100 | (\$ mil rate 2.0/100 |
|-----------------------------|----------|----------------------|----------------------|----------------------|
| LOW                         | \$8      | \$000.08             | \$000.12             | \$0,000.16           |
| AVERAGE                     | \$5,481  | \$005.48             | \$008.20             | \$0,010.96           |
| HIGH                        | \$52,012 | \$520.12             | \$780.18             | \$1,040.24           |

| Assessed Value for<br>Bellemont |           | (\$ mil rate 1.0/100 | (\$ mil rate 1.5/100 | (\$ mil rate 2.0/100 |
|---------------------------------|-----------|----------------------|----------------------|----------------------|
| LOW                             | \$256     | \$002.56             | \$0,003.84           | \$00,005.12          |
| AVERAGE                         | \$20,820  | \$208.82             | \$0,312.30           | \$00,416.40          |
| HIGH                            | \$577,645 | \$5,77.64            | \$8,664.67           | \$11,552.90          |

| Assessed Value for<br>Proposed District |           | (\$ mil rate 1.0/100 | (\$ mil rate 1.5/100 | (\$ mil rate 2.0/100 |
|-----------------------------------------|-----------|----------------------|----------------------|----------------------|
| LOW                                     | \$8       | \$0,000.08           | \$0,000.12           | \$00,000.16          |
| AVERAGE                                 | \$6,698   | \$0,066.00           | \$0,099.00           | \$00,132.00          |
| HIGH                                    | \$577,645 | \$5,776.00           | \$8,664.00           | \$11,552.00          |

**PROPOSED PARKS/BELLEMONT  
FIRE DISTRICT**

**Impact Statement**

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**Parcel Owners Within The District**

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- ☐ **The following is a list of all the parcels located within the proposed district. Included in the list are:**

- ◆ **Assessor's parcel number**
- ◆ **Names and addresses for each parcel**

**See Exhibit B  
Separate Binder**



**PROPOSED PARKS/BELLEMONT  
FIRE DISTRICT**

**Impact Statement**

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**Revenue From Fire District Taxation**

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- ☐ The primary source of revenue for the proposed fire district would be from tax obligations on property owners within the district. Currently it is the opinion of the Parks/Bellemont Fire District Committee that no recommendations with regard to mil rate be identified. The area of Bellemont is experiencing considerable industrial growth that may directly impact the amount of revenue produced with an assessment tax and further reduce the burden on the parcel owners within the proposed fire district.

**Estimated Fire District Revenue**

| Area              | Assessed Value<br>(\$) | (\$ mil rate<br>1.0/100 | (\$ mil rate<br>1.5/100 | (\$ mil rate<br>2.0/100 |
|-------------------|------------------------|-------------------------|-------------------------|-------------------------|
| Parks             | 3,332,616              | 33,326                  | 49,989                  | 66,652                  |
| Belmont           | 1,103,459              | 11,034                  | 16,551                  | 22,068                  |
| Proposed District | 4,436,075              | 44,360                  | 66,540                  | 88,720                  |

Arizona Revised Statutes (ARS) Title 48, chapter 5, Article 1, Section 48-807 sets forth eligible contribution from the Fire District Assistance Tax for the proposed fire district.. The total amount of contribution is equal to twenty percent (20%) of a fire district's budget in any given fiscal year (within the statutory allowances and budgetary caps). The following representation is an estimation of a possible total revenue including FDAT funds and revenue from assessed tax.

**Estimated Revenue Tax and FDAT @1/100**

| Area              | (\$ Tax Revenue mil<br>rate 1.0/100 | (\$ FDAT Revenue<br>(20%) F.D. Budget | (\$ Total Revenue |
|-------------------|-------------------------------------|---------------------------------------|-------------------|
| Parks             | 33,326                              | 6,665                                 | 39,991            |
| Belmont           | 11,034                              | 2,206                                 | 13,240            |
| Proposed District | 44,360                              | 8,872                                 | 53,232            |

**PROPOSED PARKS/BELLEMONT  
FIRE DISTRICT**

**Impact Statement**

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**Revenue From Fire District Taxation**

---

Estimated Revenue Tax and FDAT @1.5/100

| Area              | (\$) Tax Revenue mil<br>rate 1.5/100 | (\$) FDAT Revenue<br>(20%) F.D. Budget | (\$) Total Revenue |
|-------------------|--------------------------------------|----------------------------------------|--------------------|
| Parks             | 49,989                               | 9997                                   | 59986              |
| Bellemont         | 16,551                               | 3310                                   | 19861              |
| Proposed District | 66,540                               | 13308                                  | 79848              |

Estimated Revenue Tax and FDAT @ 2.0/100

| Area              | (\$) Tax Revenue mil<br>rate 2.0/100 | (\$) FDAT Revenue<br>(20%) F.D. Budget | (\$) Total Revenue |
|-------------------|--------------------------------------|----------------------------------------|--------------------|
| Parks             | 66,652                               | 13330                                  | 79982              |
| Bellemont         | 22,068                               | 4413                                   | 26481              |
| Proposed District | 88,720                               | 17744                                  | 106,464            |

**PROPOSED PARKS/BELLEMONT  
FIRE DISTRICT**

**Impact Statement**

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**Fire District Benefits**

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Divider Title: **TAB C** \_\_\_\_\_

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# Cooperative Economic Development Agreement

## *By and Between*

Greater Flagstaff Economic Council, Inc.  
*and*  
Business and Industry Data Center  
*and*  
Arizona Department of Commerce  
*and*  
Arizona Department of Economic Security  
*and*  
Arizona Public Service Company  
*and*  
City of Flagstaff  
*and*  
Coconino College Small Business Development Center  
*and*  
Coconino County  
*and*  
Coconino County Career Development Center  
*and*  
Cocopai Resource Conversation and Development Area, Inc.  
*and*  
Flagstaff Chamber of Commerce  
*and*  
Flagstaff Main Street Foundation  
*and*  
Native Americans for Community Action  
*and*  
Northern Arizona Council of Governments  
*and*  
Northern Arizona Home Builders Association  
*and*  
Northern Arizona University  
*and*  
Rural Economic and Community Development Services

This **Cooperative Agreement**, made and entered into this twenty-eighth day of June, 1995 by and between Greater Flagstaff Economic Council, Inc., or '*GFEC*'; Business and Industry Data Center, or '*BIDC*'; Arizona Department of Commerce, or '*ADOC*'; Arizona Department of Economic Security, or '*ADES*'; Arizona Public Service, or '*APS*'; City of Flagstaff; Coconino College Small Business Development Center, Coconino County; Coconino County Career Center; or '*SBDC*'; Cocopai Resource Conversation and Development Area, Inc.; Flagstaff Chamber of Commerce; Flagstaff Main Street Foundation; Native Americans for Community Action, or '*NACA*'; Northern Arizona Council of Governments, or '*NACOG*'; Northern Arizona Home Builders Association, or '*NAHB*'; Rural Economic and Community Development Services, or '*RECDS*'; Northern Arizona University, or '*NAU*'; to **ensure** that economic development programs, services, and associated activities throughout the greater Flagstaff area are **effectively coordinated**.

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**WHEREAS**, the parties participating in this cooperative agreement represent diverse organizations having mutual economic development interests; and

**WHEREAS**, the parties recognize that successful economic development activities require cooperation and coordination of services and programs; and

**WHEREAS**, each party to this Agreement offers unique and different services and programs associated with economic development; and

**WHEREAS**, the parties agree that such services and programs are in the public interest and similarly improve and promote the public welfare; and

**WHEREAS**, the parties desire to establish a general cooperative framework for future economic development activities.

**NOW, THEREFORE**, the parties, in an effort to avoid direct duplication of effort, acknowledge the following services and programs offered by each listed agency as follows:

- 
- ☐ **Greater Flagstaff Economic Council, Inc.** is a non-profit organization that contracts with the City of Flagstaff, through which economic development activities are planned and carried out in the greater Flagstaff area.



**Programs:** Business Retention and Expansion Assistance  
**Services:** Administrative agency for the Flagstaff Enterprise Zone  
Site location assistance to existing businesses  
Maintain inventory of existing industrial sites  
Assistance to businesses applying for loan programs  
Creation of business financing programs  
Special purpose grants funding  
Development of investment incentives

**Programs:** Marketing and recruitment of basic-sector employers  
**Services:** Site location assistance to new businesses relocating to Flagstaff  
Marketing and business attraction on behalf of Flagstaff  
Point of contact for referrals from Arizona Department of Commerce  
for Flagstaff  
Membership Directory

**Programs:** Film Industry Recruitment  
**Services:** Create film-related employment  
Attract film production companies to film and/or stay in Flagstaff  
Create additional retail and service industry revenue

- ☐ **Business and Industry Data Center** is an outgrowth of the State Data Center Program that channels economic information from the U. S. Census Bureau and Arizona Department of Economic Security to economic development organizations. BIDC can also provide statistical information to new or existing businesses , enabling them to become better informed and thus reducing their business decision risks.

**Services:** Data product uses:  
Enhance business presentations  
Site location  
Calculate market share  
Locate distributors  
Locate business markets  
Study product lines  
Set sales quotes

- ☐ **Flagstaff Main Street Foundation** is a non-profit corporation working to preserve Flagstaff's community heritage by restoring the historic and traditional downtown area as a working, living, breathing and profitable economic center.

**Programs:** Design Assistance  
**Services:** Interior display support  
Free exterior design support

Window display consultation  
Sign design support  
Access to matching grants for facade renovation

**Programs:** Promotion Assistance  
**Services:** Consultant on large downtown events and promotions  
Reduced pooled advertising rates  
Downtown promotional maps

**Programs:** Organizational Services  
**Services:** Sponsoring workshops in conjunction with GFEC, Arizona  
Department of Commerce, and Small Business Administration  
Historical research

**Programs:** Economic Development  
**Services:** Surveys and statistics on economic impact for downtown area  
Maintain inventory of downtown properties and tenants  
Maintain downtown database  
Business clearinghouse for downtown area  
Tourism/visitor attraction to downtown area

- ☐ **Coconino College Small Business Development Center**, a partnership program with the United States Small Business Administration, is a public service organization that provides services and support to small businesses throughout Coconino County.

**Program:** Small Business Support  
**Services:** Workshop and seminars on business related topics  
Business support system networking  
Maintain and offer developmental resources  
Confidential counseling services

- ☐ **Coconino County Career Development Center** is a public service organization that provides a variety of career assessment and development services for the citizens of Coconino County.

**Program:** Career Assessment  
**Services:** Skills analysis  
Examinations  
Aptitude testing  
Basic learning  
Career discovery and planning counseling

**Program:** Career Development  
**Services:** Training  
Employment  
Job seeking abilities  
Job keeping abilities  
Job search assistance

- **Northern Arizona Home Builders**, an affiliate of the National Association of Home Builders, is an association of building and related professionals which strives to enhance the quality of living in the community and promote the professionalism of the local building industry. NAHB activities are focused on the following objectives: achievement of affordable housing, service as a consumer source of information on the building profession; a continued role as a resource in community planning, and promotion of high ethical and professional standards within the building community.

**Programs:** Economic Development  
**Services:** Operate Plan Room holding construction projects for bid throughout northern Arizona  
Publication of Bid Report outlining abatable construction projects throughout northern Arizona  
Consumer information on local building industry  
Maintain resource and statistical information for prospective construction related companies coming into the area  
Joint marketing activities

**Program:** Development Issues  
**Services:** Affordable housing planning and advocacy  
Local building and safety codes  
Planning and zoning policies

**Program:** Industry Support  
**Services:** Seminars and related programs  
Technical and industry resources  
Networking opportunities  
Access to certification programs  
Access to legal research/support  
Access to business/operations assistance

- **Cocopai Resource Conservation and Development** is a non-profit corporation involved in addressing human, economic, and environmental problems through an outreach effort, and rural community development.



**Services:** Sponsor conferences and workshops  
Assistance in community development processes for rural areas  
Grant application  
Coordinate efforts to resolve community identified projects

- **Flagstaff Chamber of Commerce** is a non-profit organization representing the Flagstaff business community. The Chamber provides economic development services for retail and small businesses. Relocation information is also provided for individuals considering Flagstaff. A broad range of statistical information about the community is maintained at the Chamber. Chamber staff, under contract with the City, operates the Visitor Center and handles all tourism inquiries.

**Program:** Economic Development  
**Services:** Demographic information  
Site location assistance, small business/retail  
Visitations/surveys, small business/retail  
ACCRA Cost of Living Survey  
Procurement (APTAN)  
Relocation information, individuals

**Program:** Development Issues  
**Services:** Air service development  
Planning and zoning policies  
Transportation policies and projects  
Small Business Assistance  
Small business seminars  
Women in Business seminars  
Networking opportunities

**Program:** Publications  
**Services:** Destination Flagstaff (relocation guide)  
Flagstaff Visitors Guide  
Business Trends (general business news)  
Insights (tourism industry news)  
Chamber Membership Directory

- **City of Flagstaff**, a municipal corporation designates the Greater Flagstaff Economic Council, Inc. (GFEC) as the administrative agency for the city's Enterprise Zone and the principal provider through which economic development activities will be planned and carried out in the greater Flagstaff area. The City of Flagstaff authorizes GFEC to develop a comprehensive economic development strategy area-wide, and to oversee the implementation of the strategy in accordance with Mayor and Council policies.

**City Agency: Flagstaff Convention and Visitors Bureau (FCVB)**

As the only agency in the city solely responsible for marketing Flagstaff as a tourist destination, the FCVB'S ultimate goal is to increase tourism expenditures and stimulate employment opportunities in all areas of the city. The Tourism budget also provides Special Project funding to assist local agencies and institutions in developing and enhancing events and attractions to benefit both residents and visitors.

- ☐ **Northern Arizona Council of Governments** is a non-profit organization, providing regional technical assistance on economic planning, zoning, transportation and provision of services responding to the needs and requests of area residents.

**Program:** Economic Development  
**Services:** Regional economic development planning  
Grant applications  
Sponsor conferences/workshops  
Implement Overall Economic Development Plan  
Administer revolving loan program  
Clearinghouse review process

- ☐ **Native Americans for Community Action (NACA), Inc.** is a non-profit, Indian governed health and human service organization that serves the needs of the Native American and non-native American community in Flagstaff. NACA was originally founded to meet the growing concern of alcohol abuse prevention and has since built up services to include, economic development, and job training programs within the community.

**Program:** Economic Development  
**Services:** Assistance in marketing  
Assistance in research  
Grant application  
Outreach, Oak Creek Vista Overlook

**Program:** Job Training Partnership Act (JTPA)  
**Services:** Classroom training  
Life-coping skills training  
Educational advancement  
Career focused seminars



- **Arizona Public Service Company (APS), Economic and Community Development Department**, under the direction of the Rural Arizona Economic Development Advisory Committee (RAEDAC), APS staff plans and executes marketing, publicity and community development programs for communities.

**Services:**

- RAEDAC sponsor
- Regional sponsor of *Export Hotline*
- Domestic and international marketing
- Organize and sponsor tradeshow and international business expo's
- Maintain and publish data/information used to market Arizona to relocating businesses
- Advisory resource for public and private agencies on community and economic development
- Supports small and minority business through procurement (APTAN)
- Provide economic development and strategic planning assistance
- Provide Flagstaff with relocating business referrals

- **Rural Community and Economic Development Services** a public service division of the U.S. Department of Agriculture, purpose is to provide benefits to rural areas. This is achieved by programs aimed to create and maintain employment and improve the economic and environmental climate in rural Arizona. RECDS provides temporary credit and financial supervision.

**Programs:**

- Business and Industrial (B&I) Guaranteed Loans
- Community Program Guaranteed Loans
- Community Program Insured Loans
- Intermediary Relending Program (IRP)
- Rural Business Enterprise Grants (RBEG)
- Water and Waste Disposal Grant to Entities

- **Department of Commerce, National Marketing Division**, a public service organization, purpose is to bring new expanding businesses to Arizona by targeting specific industry groups identified by the Governor's Strategic Partnership for Economic Development (GSPED). Special emphasis will be placed on rural business development and state enterprise zone development.

**Services:**

- Provide necessary information for small businesses about start-up, operation or expansion to Arizona
- Promote business investment and expansion in Arizona
- Assist in the development of state policy initiatives that strengthen Arizona's business advantages



Facilitate access to financing, training, loan and international marketing programs  
Assist Arizona businesses in expanding operations  
Market rural Arizona to relocating businesses

- ☐ **Coconino County**, a political subdivision of the State of Arizona, authorizes Greater Flagstaff Economic Council, Inc. as the administrative agency for the Coconino County's Enterprise Zone. Authorizes Coconino County Career Development Center as the administrative agency for the Job Training Partnership Act (JTPA) program.

- ☐ **Arizona Department of Economic Security, Employment and Training Administration** public service organization, funded directly by federal unemployment compensation contributions, which provides employment services to the community by finding qualified applicants who want to work.

**Program:** Job Training Partnership Act (JTPA) Title III, Dislocated Workers

**Services:** Assessment/testing  
Career Counseling  
Job Training  
Educational assistance  
Job skills workshops  
Job referrals  
Relocation assistance  
Transportation assistance

**Program:** Job Service

**Service:** Employment placement assistance  
Recruitment  
Testing  
Bonding  
Labor market information  
Labor complaints  
Employment workshops  
Enterprise Zone application assistance  
Affirmative action planning  
Veterans employment assistance

- ☐ **Northern Arizona University** provides specialized studies relating to the economy, the business environment, and the public sector in Flagstaff and the non-metropolitan areas of Arizona; provides basic, applied and sponsored research to support the Arizona hospitality industry; stimulates and nurtures entrepreneurship on Arizona Indian reservations through consulting assistance and training programs in a

variety of areas; provides a broad spectrum of programs throughout the state to expand knowledge of tools, techniques, and competencies in business administration, small business management, international business practices, and public management; enhances career opportunities in education for students which improve economic conditions for individuals, schools and communities throughout Arizona; provides management evaluations and recommended alternative actions to a wide range of businesses, and through the use of interactive instructional television and community college partnerships, promotes economic development through a widely distributed educational infrastructure. To access any of these university resources, please contact Provost Charles Connell at 523-2230.

- **Service Corps of Retired Executives** is a volunteer organization sponsored in part by the United States Small Business Administration, that provides assistance to new and emerging business through free counseling by retired executives with business expertise.

**Services:** Workshops/seminars  
Small business consulting  
Accounting, financing, marketing  
Tax matters  
Budgeting

---

The foregoing organizations recognize that only through a cooperative effort can the greater Flagstaff area benefit from the highest quality of economic development, beneficial to the greatest number of area residents, and, therefore, agree that each organization will:

**Acknowledge** the role each organization plays in the implementation of economic development programs, as listed above, and

**Communicate** when possible, with confidentiality, information about projects and activities that benefit the community, and

When possible, **support** the programs and efforts of other partnered agencies, and

**Implement** cooperative marketing programs, when appropriate, and

**Implement** cooperative grantwriting efforts, when appropriate, and

Jointly **sponsor** regional economic development events, and

Jointly **sponsor** seminars and workshops related to area-wide economic development efforts, and

**Disseminate** information and guidebooks among agencies and businesses, and

**Explore** joint sponsorship of special projects.

This agreement is a **non-financial** coordination agreement as it is not intended to replace any existing agreements between the participating agencies. The **participation** in this cooperative agreement is not intended to circumvent national, state, county or local laws, regulations, policies or procedures related to the release of confidential information.



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## **Clinton Presidential Records Digital Records Marker**

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This is not a presidential record. This is used as an administrative marker by the William J. Clinton Presidential Library Staff.

This marker identifies the place of a tabbed divider. Given our digitization capabilities, we are sometimes unable to adequately scan such dividers. The title from the original document is indicated below.

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Divider Title: **TAB D** \_\_\_\_\_

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# **NORTHERN ARIZONA COUNCIL OF GOVERNMENTS**



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## **INTERMEDIARY RELENDING PROGRAM APPLICATION RURAL ECONOMIC AND COMMUNITY DEVELOPMENT SERVICES**

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|                                                       |
|-------------------------------------------------------|
| <p><b>SUPPLEMENTAL INFORMATION<br/>MARCH 1995</b></p> |
|-------------------------------------------------------|

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This document has been prepared to provide additional information to RECDS/Arizona permitting the completion and presentation of a priority form to be submitted to RECDS/National Office for funding consideration. All materials herein are in conformance with FmHA Instructions 1948-C in making ready for the establishment and management of an Intermediary Relending Program for Apache, Coconino, Navajo and Yavapai counties administered through Northern Arizona Council of Governments (NACOG). This package contains documentation and exhibits to affirm NACOG's commitment to manage a successful program for the sole benefit of economic development in the region.



**NORTHERN ARIZONA COUNCIL OF GOVERNMENTS  
IRP SERVICE AREA**

| <u>County</u> | <u>Area (sq. mi.)</u> | <u>State</u>   | <u>Area (sq. mi.)</u> |
|---------------|-----------------------|----------------|-----------------------|
| Apache        | 11,206                | New Hampshire  | 9,240                 |
| Coconino      | 18,619                | Vermont        | 9,606                 |
| Navajo        | 9,854                 | Massachusetts  | 8,195                 |
| Yavapai       | 8,124                 | Rhode Island   | 1,207                 |
| Total         | 47,903                | Connecticut    | 5,043                 |
|               |                       | New York (30%) | 14,612                |
|               |                       | Total          | 47,903                |

**Arizona**                      **Area (sq. mi.)**

Total                      114,113

**IRP Service Area**                      **% State**

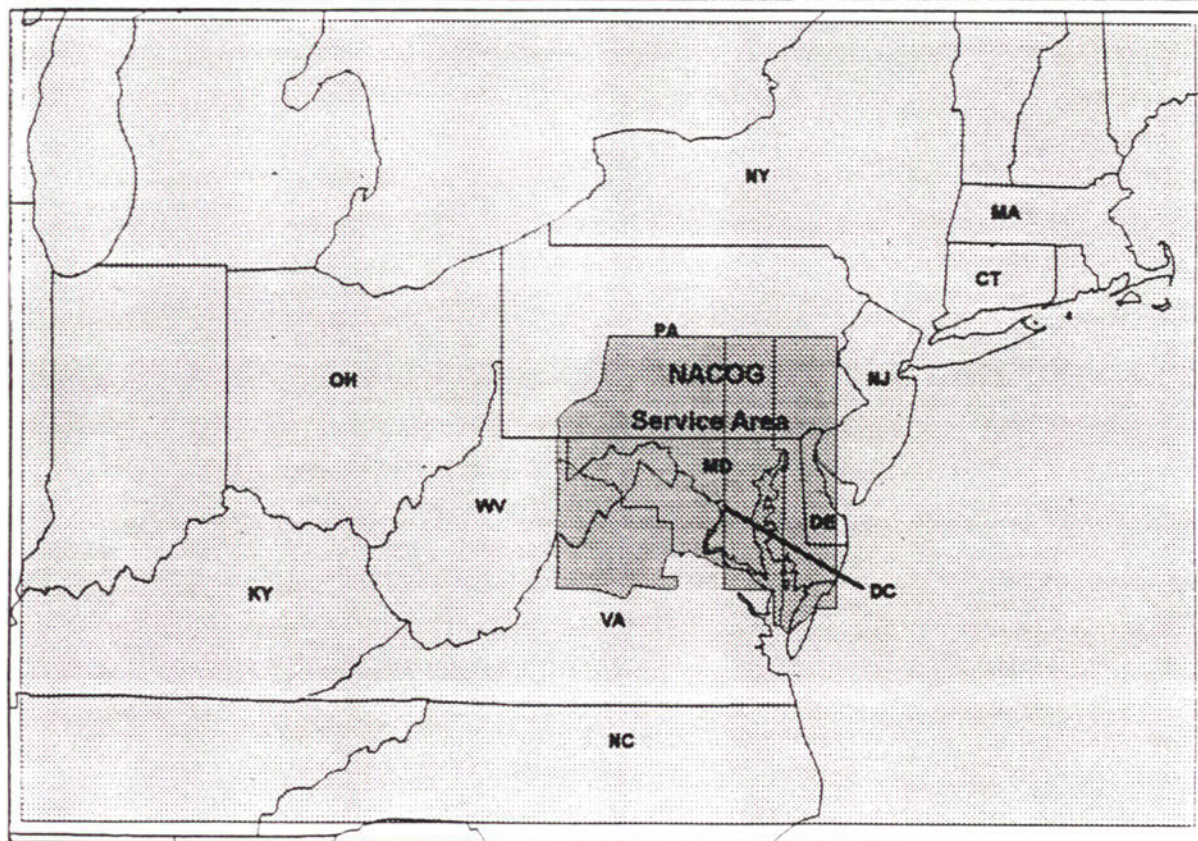
Total                      42%

**Rural Cities and Towns**

Total (< 25,000 pop.)                      19

**Tribal Nations**

|                  |                |
|------------------|----------------|
| Navajo           | Hopi           |
| Havasupai        | Kaibab Paiute  |
| White Mountain   | Yavapai Apache |
| Apache           | Camp Verde     |
| Yavapai Prescott |                |





**INTERMEDIARY RELENDING PROGRAM**  
**SUPPLEMENTAL INFORMATION**

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# Northern Arizona Council of Governments

119 EAST ASPEN AVENUE • FLAGSTAFF, ARIZONA 86001-5296 • (602)774-1894  
RELAY: TDD: 1-800-367-8939; VOICE: 1-800-842-4681

KENNETH J. SWEET  
EXECUTIVE DIRECTOR

March 9, 1995

Mr. Jack Cox  
Chief, Community and Business Programs  
Rural Economic and Community Business Service  
3003 North Central Avenue, Suite 900  
Phoenix, Arizona 85012-2906

Dear Jack:

This document is in response to Mr. Dan Riggs' letter dated January 23, 1995 requesting additional information with regards to Northern Arizona Council of Governments' IRP application previously submitted.

Specifically, the supplemental documentation and exhibits provided are in response to the following four areas:

1. Additional documentation relative to NACOG's securing commitments of significant financial support from public and private sources. (Please see tab section C)
2. Evidence of a proven record of obtaining private and/or philanthropic funds for the operation of similar programs. (Please see tab section D)
3. Evidence that the loan is not available at reasonable rates and terms from private sources or other Federal, State, or local programs. (Please see tab section H)
4. Requirement that NACOG will sign an agreement to assure that there is no misunderstanding concerning FmHA audit requirements. (Please see tab section J)

Also included (tab section L) is a clarification to our original IRP application in reference to the 'PROPOSED USE OF FUNDS'. The changes have been made

regarding eligible loan purposes. The application should now conform with FmHA Instructions 1948-C.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kenneth J. Sweet". The signature is written in dark ink and is positioned above the printed name.

Kenneth J. Sweet  
Executive Director



January 23, 1995

Jerry Chavez  
NORTHERN ARIZONA  
COUNCIL OF GOVERNMENTS  
119 E. Aspen  
Flagstaff, AZ 86001

**RE: INTERMEDIARY RELENDING APPLICATION**

Dear Mr. Chavez,

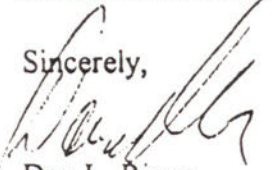
We received a request for some additional information from the National Office concerning the NACOG application referenced above. The following is requested:

1. Additional documentation relative to NACOG's securing commitments of significant financial support from public and private sources.
2. Evidence of a proven record of obtaining private and/or philanthropic funds for the operation of similar programs.
3. Evidence that the loan is not available at reasonable rates and terms from private sources or other Federal, State, or local programs.

One of the comments that was referred to has to do with a requirement that NACOG will sign a written agreement to assure that there is not a misunderstanding concerning FmHA audit requirements. *(I assume this will be a condition listed on the "letter of conditions")* An acknowledgement of this requirement would be requested at this point I would suspect to satisfy this National Office concern.

Please let me know if you have any questions.

Sincerely,



Dan L. Riggs  
District Loan Specialist

cc: Chief, C&BP, RECD, Phoenix

District Director, RECD, Flagstaff



# Northern Arizona Council of Governments

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KENNETH J. SWEET  
EXECUTIVE DIRECTOR

March 8, 1995

Sharon L. Brown, Community  
Development Officer  
Bank One, Arizona, NA  
P. O. Box 1209  
Flagstaff, AZ 86002-1209

Dear Sharon:

Let me begin by thanking you for taking the time to discuss our Small Business Assistance Program (SBAP) with Mr. Jerry Chavez. I was encouraged to hear of your support and acknowledgment of benefits that will be realized in the community directly and indirectly via the SBAP. I have enclosed a fact sheet on the program for your information.

NACOG has designed our SBAP to address the Region's high levels of economic distress, financing programs, and gaps. The SBAP will provide direct loans to small businesses, making it possible for them to obtain and leverage financing for start-ups, expansions, and retention of needed operations and jobs. It also enables developing businesses to favorably impact rural economies through increased payroll, sales, and tax base.

I would like to invite Bank One to directly participate in our SBAP by donating \$50,000 to match the \$2,000,000 federal loan request we have pending with the Rural Economic and Community Development Service (RECDS) (formerly FmHA).

Your assistance is needed as NACOG competes nationally for highly competitive federal funding. Only with your help will we be able to bring additional financing to northern Arizona where it is so badly needed. Together, we will be assisting our rural communities in their development efforts while creating badly needed jobs in Apache, Navajo, Coconino, and Yavapai Counties.

We believe your donation makes good business sense as well as providing you additional opportunities in achieving your CRA goals.

Please don't hesitate to contact me directly if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth J. Sweet", written over a horizontal line.

Kenneth J. Sweet  
Executive Director

KJS:ksr

encl:





# Northern Arizona Council of Governments

119 EAST ASPEN AVENUE • FLAGSTAFF, ARIZONA 86001-5296 • (602)774-1894  
RELAY: TDD: 1-800-367-8939; VOICE: 1-800-842-4681

KENNETH J. SWEET  
EXECUTIVE DIRECTOR

March 8, 1995

Sharon Cranford, Assistant Vice President  
Bank of America  
125 East Birch Avenue  
Flagstaff, AZ 86001

Dear Sharon:

Let me begin by thanking you for taking the time to discuss our Small Business Assistance Program (SBAP) with me. I was encouraged to hear of your support and acknowledgment of benefits that will be realized in the community directly and indirectly via the SBAP. I have enclosed a fact sheet on the program for your information.

NACOG has designed our SBAP to address the Region's high levels of economic distress, financing programs, and gaps. The SBAP will provide direct loans to small businesses, making it possible for them to obtain and leverage financing for start-ups, expansions, and retention of needed operations and jobs. It also enables developing businesses to favorably impact rural economies through increased payroll, sales, and tax base.

I would like to invite Bank of America to directly participate in our SBAP by donating \$50,000 to match the \$2,000,000 federal loan request we have pending with the Rural Economic and Community Development Service (RECDS) (formerly FmHA).

Your assistance is needed as NACOG competes nationally for highly competitive federal funding. Only with your help will we be able to bring additional financing to

northern Arizona where it is so badly needed. Together, we will be assisting our rural communities in their development efforts while creating badly needed jobs in Apache, Navajo, Coconino, and Yavapai Counties.

We believe your donation makes good business sense as well as providing you additional opportunities in achieving your CRA goals.

Please don't hesitate to contact me directly if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth J. Sweet". The signature is fluid and cursive, with the first name "Kenneth" being more prominent.

Kenneth J. Sweet  
Executive Director

KJS:ksr

encl:



# Northern Arizona Council of Governments

119 EAST ASPEN AVENUE • FLAGSTAFF, ARIZONA 86001-5296 • (602)774-1894  
RELAY: TDD: 1-800-367-8939; VOICE: 1-800-842-4681

KENNETH J. SWEET  
EXECUTIVE DIRECTOR

March 8, 1995

Jack G. Hunt  
Vice President  
Stockmen's Bank  
1300 South Milton Road Suite 205  
Flagstaff, AZ 86001

Dear Jack:

Let me begin by thanking you for taking the time to discuss our Small Business Assistance Program (SBAP) with me. I was encouraged to hear of your support and acknowledgment of benefits that will be realized in the community directly and indirectly via the SBAP. I have enclosed a fact sheet on the program for your information.

NACOG has designed our SBAP to address the Region's high levels of economic distress, financing programs, and gaps. The SBAP will provide direct loans to small businesses, making it possible for them to obtain and leverage financing for start-ups, expansions, and retention of needed operations and jobs. It also enables developing businesses to favorably impact rural economies through increased payroll, sales, and tax base.

I would like to invite Stockmen's Bank to directly participate in our SBAP by making a fair share donation to match the \$2,000,000 federal loan request we have pending with the Rural Economic and Community Development Service (RECDS) (formerly FmHA).



Your assistance is needed as NACOG competes nationally for highly competitive federal funding. Only with your help will we be able to bring additional financing to northern Arizona where it is so badly needed. Together, we will be assisting our rural communities in their development efforts while creating badly needed jobs in Apache, Navajo, Coconino, and Yavapai Counties.

We believe your donation makes good business sense as well as providing you additional opportunities in achieving your CRA goals.

Please don't hesitate to contact me directly if you have any questions or need additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kenneth J. Sweet".

Kenneth J. Sweet  
Executive Director

KJS:ksr  
encl:



# Northern Arizona Council of Governments

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RELAY: TDD: 1-800-367-8939; VOICE: 1-800-842-4681

KENNETH J. SWEET  
EXECUTIVE DIRECTOR

March 8, 1995

Chris King, Vice President  
National Bank of Arizona  
123 North Leroux Street  
Flagstaff, AZ 86001-4543

Dear Chris:

Let me begin by thanking you for taking the time to discuss our Small Business Assistance Program (SBAP) with me. I was encouraged to hear of your support and acknowledgment of benefits that will be realized in the community directly and indirectly via the SBAP. I have enclosed a fact sheet on the program for your information.

NACOG has designed our SBAP to address the Region's high levels of economic distress, financing programs, and gaps. The SBAP will provide direct loans to small businesses, making it possible for them to obtain and leverage financing for start-ups, expansions, and retention of needed operations and jobs. It also enables developing businesses to favorably impact rural economies through increased payroll, sales, and tax base.

I would like to invite National Bank of Arizona to directly participate in our SBAP by donating \$50,000 to match the \$2,000,000 federal loan request we have pending with the Rural Economic and Community Development Service (RECDs) (formerly FmHA).

Your assistance is needed as NACOG competes nationally for highly competitive federal funding. Only with your help will we be able to bring additional financing to

northern Arizona where it is so badly needed. Together, we will be assisting our rural communities in their development efforts while creating badly needed jobs in Apache, Navajo, Coconino, and Yavapai Counties.

We believe your donation makes good business sense as well as providing you additional opportunities in achieving your CRA goals.

Please don't hesitate to contact me directly if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth J. Sweet", written over a faint circular stamp.

Kenneth J. Sweet  
Executive Director

KJS:ksr

encl:





# Northern Arizona Council of Governments

119 EAST ASPEN AVENUE • FLAGSTAFF, ARIZONA 86001-5296 • (602)774-1894  
RELAY: TDD: 1-800-367-8939; VOICE: 1-800-842-4681

KENNETH J. SWEET  
EXECUTIVE DIRECTOR

March 8, 1995

Greg Behn, Bank Manager  
Norwest Bank  
211 N. Leroux St.  
Flagstaff, AZ 86001

Dear Greg:

Let me begin by thanking you for taking the time to discuss our Small Business Assistance Program (SBAP) with Mr. Jerry Chavez. I was encouraged to hear of your support and acknowledgment of benefits that will be realized in the community directly and indirectly via the SBAP. I have enclosed a fact sheet on the program for your information.

NACOG has designed our SBAP to address the Region's high levels of economic distress, financing programs, and gaps. The SBAP will provide direct loans to small businesses, making it possible for them to obtain and leverage financing for start-ups, expansions, and retention of needed operations and jobs. It also enables developing businesses to favorably impact rural economies through increased payroll, sales, and tax base.

I would like to invite Norwest Bank to directly participate in our SBAP by donating \$50,000 to match the \$2,000,000 federal loan request we have pending with the Rural Economic and Community Development Service (RECDS) (formerly FmHA).

Your assistance is needed as NACOG competes nationally for highly competitive federal funding. Only with your help will we be able to bring additional financing to northern Arizona where it is so badly needed. Together, we will be assisting our rural communities in their development efforts while creating badly needed jobs in Apache, Navajo, Coconino, and Yavapai Counties.

We believe your donation makes good business sense as well as providing you additional opportunities in achieving your CRA goals.

Please don't hesitate to contact me directly if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth J. Sweet", with a stylized flourish at the end.

Kenneth J. Sweet  
Executive Director

KJS:ksr

encl:

Bank One, Arizona, NA  
Flagstaff Downtown Office  
100 West Birch  
Flagstaff AZ 86001

Tel 602 779 7411  
Fax 602 779 7402



February 28, 1995

Mr. Jerry Chavez  
Northern Arizona Council of Governments  
119 East Aspen  
Flagstaff, AZ 86001

Re: Request for Donation

Dear Jerry:

We have received a request from you for \$50,000 to help support your Small Business Assistance Program for Northern Arizona.

I have submitted and recommended your request to our Community Affairs Department for their consideration.

We wish you well in the implementation of your Small Business Assistance Program.

Sincerely,

A handwritten signature in cursive script that reads "Sharon L. Brown".

Sharon L. Brown  
Corporate Officer  
Community Development Officer





Lawyers' Committee for  
Civil Rights Under Law

1450 G Street, NW  
Suite 400  
Washington, DC 20005

Tel: 202/662-8600  
Fax: 202/783-0857  
Bulletin Board: 202/783-0854

Direct Dial:  
662-8384

February 16, 1995

Jerry Chavez  
Northern Arizona Council of Governments  
119 East Aspen Avenue  
Flagstaff, Arizona 86004

Dear Jerry:

Thank you for contacting me about the revolving loan fund your organization is setting up in Arizona. The Lawyers' Committee has contacted many of the nation's leading corporate law firms about providing pro bono legal services of the type you are requesting.

If your organization requests our assistance in providing legal counsel, I will ask for approval from our managing attorneys to begin providing legal assistance to the Northern Arizona Council of Governments. As I mentioned on the phone, the Lawyers' Committee generally provides this type of assistance in collaboration with a major corporate law firm, so we will need to identify a firm with expertise in lending matters.

In the meantime, I am sending to you a copy of the Lawyers' Committee's most recent annual report, and you can contact me at 202/662-8384 or 202/783-5113 (fax). I look forward to speaking with you again.

Yours truly,

Scott A. Marks



**Lawyers' Committee for  
Civil Rights Under Law**

1450 G Street, NW  
Suite 400  
Washington, DC 20005

Tel: 202/662-8600  
Fax: 202/783-0857  
Bulletin Board: 202/783-0854

Direct Mail

**ANNOUNCEMENT OF COMMUNITY DEVELOPMENT AND ECONOMIC  
EMPOWERMENT PROJECT**

The Lawyers' Committee for Civil Rights Under Law is pleased to announce that it has established a Community Development and Economic Empowerment Project to provide legal services to community development corporations (CDCs) and neighborhood-based organizations across the country.

In an effort to rejuvenate economically depressed neighborhoods, the Community Development and Economic Empowerment Project is designed to strengthen community-based redevelopment activities ranging from the promotion of affordable housing to the creation of small business and job opportunities. The Lawyers' Committee will provide free legal services through its network of *pro bono* law firms nationwide.

Services will include assistance in incorporating CDCs, packaging Federal tax-credit deals to foster development, providing legal counsel for revolving loan funds, and a range of other transactional services. In addition, clients who have confronted lending or housing discrimination as well as discrimination relating to zoning, disinvestment and other policies that adversely impact minority and low-income communities will have an opportunity to seek remedies through *pro bono* litigation services provided by the Lawyers' Committee.

The combination of transactional legal services and, when necessary, litigation are aimed at creating job and business opportunities, building and renovating affordable housing, and maintaining the infrastructural integrity of neglected communities across the United States.

We are pleased to note that Mr. Scott Marks has joined the Lawyers' Committee's Community Development and Economic Empowerment Project as Staff Attorney. Mr. Marks will work for the Committee through a Fellowship sponsored by the law firm of Skadden, Arps, Meagher & Flom and is a graduate of the University of Texas Law School. Mr. Marks will devote all of his time to the activities of the Committee's community development work and will coordinate the network of firms assisting local neighborhoods nationwide.

Please do not hesitate to contact Thomas J. Henderson or Scott Marks with any questions about this project (202/662-8600).



## **LENDING EXPERIENCE**

### **INTRODUCTION**

NACOG's history of extending credit is best demonstrated in the Community Development Block Grant (CDBG) and HOME Housing Rehabilitation programs administered by NACOG for the communities in Apache, Coconino, Navajo, and Yavapai counties.

### **PROGRAM PURPOSE**

The overall purpose of the CDBG program is to improve communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income. In the CDBG program, low income is defined as 50% of the household median income of the area, and moderate is defined as 80% of the household median income.

CDBG funds are Housing and Urban Development (HUD) dollars that are allocated by the Arizona Department of Commerce. NACOG provides regional planning and technical assistance to the communities that apply for these funds to do a variety of housing and community development projects.

HOME was authorized by the National Affordable Housing Act in 1990 and is also a HUD program. The HOME program is a partnership among governments at all levels and is essentially a block grant to the state. The Arizona Department of Commerce is the administrator for a variety of single family and multi-family affordable housing projects for low-to-moderate income owners and landlords.

### **PROGRAM SERVICES**

In concert with the administration of these two programs, NACOG provides technical services for the housing rehabilitation projects. The projects include: housing rehabilitation to meet decent, safe, and sanitary conditions set forth by Housing Quality Standards (HQS); handicapped accessibility for homes where one or more persons have a disability; and Self-Help roofing where owners and volunteers provide the labor.

The types of program services offered by NACOG include:

- ☐ site inspection,
- ☐ assessment of work needed,
- ☐ intake and screen applications,
- ☐ assisting applicants in qualifying for programs and funding,
- ☐ securing agreements and filing of liens, and
- ☐ overall supervision of construction.

NACOG staff has developed and adapted specific contracts, lien documentation, and general conditions for program participants.



## **CONTRACT and REPAYMENT AGREEMENTS**

Contracts are signed by NACOG, the homeowners, and the independent contractors in order to protect the federal and local funds that have been extended, and to insure that the work that has been contracted is completed. Repayment agreements are signed and recorded as further protection.

The contract sets forth:

- ☐ dollar amount of the contract,
- ☐ the principals involved,
- ☐ repayment agreement,
- ☐ schedule of repayment,
- ☐ the witness of the instrument,
- ☐ and the general conditions.

Extension of credit is secured by liens filed on real property. In the event of a default on the loan, the client must repay a prorated amount back to the program. Default is generally defined as selling the property before a given period of time after the completion of the project. The penalty payment is then either used to rehabilitate another dwelling or is returned to the Department of Commerce.

## **NACOG and STAFF EXPERIENCE**

NACOG's lending activity consists of 7 (seven) years of experience (a total of \$35,500 advanced to citizens) that can be traced to its' beginning in 1987 with a housing rehabilitation program in the town of St. Johns located in Apache County. Since then NACOG has developed four other programs that have elements of credit extension. See figure 3.0 for an identification of lending activity for the region.

The amount of experience among staff personnel will be a valuable asset to the program. This ensures that prudent lending practices are incorporated into procedures and practiced in the program. Staff experience apart from NACOG employment includes:

- ☐ combination of 17 (seventeen) years in lending activities,
- ☐ supervision and training of loan personnel,
- ☐ processing loan applications,
- ☐ and analysis of credit.

## **OBTAINING PUBLIC/ PHILANTHROPIC FUNDS**

Practically all state and federal programs administered by NACOG require a significant amount of local funding. Typically this range will vary between the different contracts; however, an approximation is about 25% to 35% of the federal funds. NACOG generates nearly \$6,000,000 in non-federal money annually. Sources of that funding are comprised

of inkind services and cash contributions that come from the counties, cities and towns, communities, and citizens in the service area.

(Figure 3.0)

**NACOG PROJECT MANAGEMENT EXPERIENCE  
DEFERRED PAYMENTS LOANS**

| <b>Contractor</b>           | <b>Time Period</b> | <b>Grant Source</b> | <b>*(note)<br/># Homes Completed</b>           | <b>Description</b>                                                                                                                       |
|-----------------------------|--------------------|---------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| St. Johns                   | 1989               | CDBG                | 14                                             | Housing Rehabilitation, deferred payment loans of approx. \$3500, owner-occupied.                                                        |
| NACOG Handicapped Retrofits | 1992               | HOME HTF            | 15                                             | Handicapped retrofits for homes that meet HQS, deferred payment loans of approx. \$6500, owner occupied.                                 |
| Williams                    | 1993               | HOME                | 9                                              | Housing Rehabilitation, deferred payment loans of \$12,500, owner-occupied; PHA staff training.                                          |
| NACOG Self-Help Roofing     | 1993               | HOME HTF            | 7 (17 in process)                              | Roof repairs with teams of homeowners, deferred payment loans of \$13,000, owner-occupied for materials, and tools.                      |
| Public Housing Authority    | 1995               | HUD                 | Estimating need for activity of servicing debt | "Field work" for Commerce for 16 units of Section 8 Certificates and Vouchers; will do debt service for landlord claims and adjustments. |

\*note: Number of completed homes also represents the number of loans for which credit was extended.



**NACOG HOUSING REHAB**  
**HOME/HOUSING TRUST FUND**  
**CONTRACT**

This contract is between Northern Arizona Council of Governments (NACOG) 119 E. Aspen Ave., Flagstaff, Az. 86001, and \_\_\_\_\_ (OWNER), \_\_\_\_\_

WHEREAS, NACOG is in receipt of a HOME/Housing Trust Fund grant from the Arizona Department of Commerce to provide Housing Rehabilitation / Handicapped Retrofits.

WHEREAS, the OWNER qualified under the HOME program and NACOG program guidelines and has received Housing Rehabilitation/Handicapped Retrofit services; and

WHEREAS, the OWNER submitted a signed application on September 7, 1993 that committed to the repayment Agreement; and signed a contract with the Contractor on December 8, 1993 that agreed to the work to be accomplished; and accepted to work completion on March 21, 1994; and

WHEREAS, NACOG on March 21, 1994 filed a lien with Yavapai County in compliance with the HOME program guidelines; and

WHEREAS, NACOG lifted said lien on August 1, to enable OWNER to qualify for Farmers Home funds;

**NOW, THEREFORE;**

**IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:**

**1. REPAYMENT AGREEMENT**

The OWNER agrees that should he/she, his/her heirs or assigns sell this home or by any means change his/her residential status from home of primary occupancy, he/she shall return a pro rata share of HOME funds to NACOG to then be returned to the Arizona Department of Commerce.

The OWNER further agrees that should he/she, his/her heirs or assigns sell this home or by any means change his/her residential status from home of primary occupancy, he/se shall immediately notify NACOG to make arrangements for the above transaction.

**2. DOLLAR AMOUNT OF HOME IMPROVEMENTS**

the OWNER agrees that the original contractor contract was \$4,302.00, And there were three change orders amounting to \$1,379.72; and that the total investment was \$5,651.72.



### 3. SCHEDULE OF REPAYMENT

| <u>Repayment Time Period</u>    | <u>Percentage of Payback</u> |
|---------------------------------|------------------------------|
| March 21, 1994- March 21, 1995  | 100%                         |
| March 22, 1995 - March 21, 1996 | 67%                          |
| March 22, 1996 - March 21, 1997 | 33%                          |
| After March 22, 1994            | 0%                           |

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
**DATE**

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_, by \_\_\_\_\_, in witness whereof I

herewith set my hand and official seal.

\_\_\_\_\_  
**NOTARY**

My Commission will Expire:

\_\_\_\_\_

\_\_\_\_\_  
**NACOG**

\_\_\_\_\_  
**DATE**

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_, by \_\_\_\_\_, in witness whereof I

herewith set my hand and official seal.

\_\_\_\_\_  
**NOTARY**

My Commission will Expire:

\_\_\_\_\_

**NACOG  
HOUSING REHAB  
119 E. ASPEN AVE., FLAGSTAFF, AZ 86001  
602-774-1895  
Relay: TDD 1-800-367-8939 Voice 1-800-842-4681**

**HOME/HOUSING TRUST FUND  
CONTRACTOR CONTRACT**

This contract is between \_\_\_\_\_  
Contractor's Name

at \_\_\_\_\_  
Address

(referred to in this contract as the CONTRACTOR), warranting itself to be licensed and qualified

to perform the work specified herein, and \_\_\_\_\_  
Owner's Name

at \_\_\_\_\_  
Address

(referred to in this contract as OWNER).

WHEREAS, Northern Arizona Council of Governments (NACOG), referred to in this Contract as Rehab Services, is in receipt of a HOME/Housing Trust Fund grant from the Arizona Department of Commerce to provide Housing Rehabilitation/ Handicapped Retrofits.

WHEREAS, the OWNER qualifies under the HOME program and NACOG program guidelines and is desirous of Housing Rehabilitation/Handicapped Retrofit services;

NOW, THEREFORE;

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

**PART I. Specific Terms**

**1. EFFECTIVE DATE.** This Contract shall have no force or effect unless and until executed by the CONTRACTOR and OWNER.

A Notice to Proceed will be executed by NACOG Rehab Services. The date on which the Notice to Proceed is executed shall be referred to as the Effective Date. The CONTRACTOR shall not be compensated under this Contract for work commenced or materials delivered to the Property before the Effective Date. When a properly executed copy of the Notice to Proceed is executed, the CONTRACTOR is bound by this Contract.

**2. THE CONTRACT.** This Contract consists only of this Part I (Specific Terms), Part II (General Conditions), and the following exhibits:

- |                                   |                      |                  |
|-----------------------------------|----------------------|------------------|
| A. Scope of Work                  | _____ not applicable | _____ applicable |
| B. Notice to Proceed              | _____ not applicable | _____ applicable |
| C. Architectural Drawings         | _____ not applicable | _____ applicable |
| D. Contractor Bid Packet          | _____ not applicable | _____ applicable |
| E. General Specification Handbook | _____ not applicable | _____ applicable |
| G. Other:                         | _____                |                  |

**3. TIME FOR COMMENCEMENT AND COMPLETION.** The CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Scope of Work within \_\_\_\_\_ consecutive calendar days after the Effective Date. The CONTRACTOR agrees to complete, free of liens or rights of liens of contractors, mechanics, materialmen or laborers, all work listed above within \_\_\_\_\_ consecutive calendar days after the Effective Date of this Contract, subject to extensions approved by Rehab Services in writing for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of the OWNER or CONTRACTOR). The CONTRACTOR agrees that time is of the essence in this Contract.

**4. CONTRACT PRICE.** The CONTRACTOR agrees to accomplish work as described in the Contract Document for a total price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), excluding Change Orders.

**5. PAYMENTS.** Upon project completion, and upon approval by Rehab Services and the OWNER, of the completed work, the COUNTY shall pay the CONTRACTOR the total payments of one hundred percent (100%) of the Contract amount, less such amounts as the Rehab Services shall determine for all incomplete work and unsettled claims. All payments to the CONTRACTOR shall be made within thirty (30) days of the submission of a Request for Payment, provided said Request for Payment is approved by Rehab Services and OWNER. Rehab Services shall not withhold payment to the CONTRACTOR except for non-compliance with the terms of this Contract, and neither the OWNER nor Rehab Services shall request the CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment.

**6. WARRANTY.** The CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind or nature to be installed or constructed on the Property by the CONTRACTOR or the CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to the OWNER and subsequent owners of the Property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which the OWNER or subsequent owner(s) shall have notified the CONTRACTOR at the address stated above within two years as required by the Arizona State Registrar of Contractors.

**7. LIQUIDATED DAMAGES.** If the CONTRACTOR fails to complete the work within the time specified in Paragraph 3 of this Contract, or within the time to which such completion may have been extended by Rehab Services and OWNER in writing, the CONTRACTOR must pay to the OWNER the



sum of Fifty dollars (\$50) for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the OWNER will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the OWNER will suffer by reason of such delay, and not as a penalty. Rehab Services will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the OWNER, the CONTRACTOR shall be liable to pay the difference upon demand by Rehab Services.

**8. PARTIES TO CONTRACT.** The CONTRACTOR and OWNER agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that the United States Department of Housing and Urban Development assumes no liability or responsibility whatsoever for the performance of any term of this Contract.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_, by \_\_\_\_\_, in witness whereof I

herewith set my hand and official seal.

\_\_\_\_\_  
NOTARY

My Commission will Expire:

\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
DATE

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_, by \_\_\_\_\_, in witness whereof I

herewith set my hand and official seal.

\_\_\_\_\_  
NOTARY

My Commission will Expire:

## **PART II. General Conditions**

- 1. INSURANCE.** During the continuance of the work under this Contract, the CONTRACTOR and all subcontractors shall:

  - A. Maintain workers' compensation and employer's liability insurance in amounts sufficient to protect themselves, Rehab Services, and the OWNER from any liability or damage for injury (including death) to any of their employees, including any liability policy shall include coverage for earthquake, landslide, workmanship, during the Contract time and until acceptance of work by Owner and Rehab Services.
  - B. Maintain public liability insurance amounts sufficient to protect themselves, the OWNER, and Rehab Services, against all risks of damage or injury (including death) to property or persons wherever located, resulting from any action or operation under this Contract or in connection with the work.
- 2. ASSIGNMENT.** The CONTRACTOR agrees not to assign the Contract without written consent by the OWNER and Rehab Services.
- 3. CHANGE ORDERS.** The CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of the OWNER and Rehab Services to assign the Contract without written consent by the OWNER and Rehab Services.
- 4. PERMITS AND CODES.** The CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction required permit(s) and the Scope of Work shall be posted and available at the job site.
- 5. HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify, and hold OWNER and Rehab Services harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the CONTRACTOR'S performance of this Contract. The CONTRACTOR further agrees to protect, defend, and indemnify OWNER and Rehab Services from any claim by laborers, subcontractors or materialmen for unpaid work or labor performed or materials supplied in connection with this Contract.
- 6. CONDITION OF PREMISES.** The CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.
- 7. LEAD-BASED PAINT.** The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR'S performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.
- 8. TERMINATION.** The CONTRACTOR agrees that the OWNER shall have the right to declare the CONTRACTOR in default if the CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of this Contract. In such event the OWNER and Rehab Services shall be responsible for providing written notice by the CONTRACTOR by registered mail of such default. If the CONTRACTOR fails to remedy such default within 15 days of such notice, the OWNER shall have the right to select one or more substitute contractors. If the expense of finishing the work exceeds the balance not yet paid to the CONTRACTOR on this Contract, the CONTRACTOR shall pay the difference to Rehab Services.



**9. INSPECTION.** The Rehab Services and their designees shall have the right to inspect all the work performed under this Contract. By such inspection, Rehab Services assumes no responsibility for defective material or work under this Contract or for any breach of this Contract by the CONTRACTOR.

**10. EQUAL OPPORTUNITY.** The CONTRACTOR agrees to abide by all Federal, State, or County regulations relative to Equal Opportunity to all persons, without discrimination as to race, color, creed, religious, national origin, sex, marital status, age, status as with regard to public assistance or disability.

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

a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religious, sex, or national origin. The CONTRACTOR will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious, sex, 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.

b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religious, sex, or national origin.

**11. GOOD FAITH EFFORT.** The CONTRACTOR agrees to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.

**12. DISPUTES.** DISPUTES. Disputes because of, but not limited to, drawings, workmanship or the Contract documents will be resolved between the OWNER, Rehab Services, CONTRACTOR, and the Arizona State Registrar's Office or any other lawful remedies available to each party.

**13. CONTRACTOR'S RECORDS.** CONTRACTOR agrees to keep and maintain all records arising from or relating to this construction Contract, including, but not limited to, receipts from material suppliers and subcontracts, for a period of five years after the date of close out of the grant or resolution of all audit findings of that grant, whichever occurs last. CONTRACTOR further agrees to allow the Arizona Department of Commerce, HUD, and/or the Office of the Inspector General or their designated representatives to have access to all such records for review, monitoring, and audit, during normal working hours.

**14. CONTRACTOR'S DOCUMENTS.** Contractor shall keep at the worksite a copy of the Contract documents and shall at all times allow them available for inspection by Rehab Services staff or designees. All documents in this packet, contracts, plans, and specifications, are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract documents, the CONTRACTOR shall immediately call the matter to the attention of Rehab Services for furnishing detail instructions.

**15. NON-RESPONSIBILITY OF THE OWNER.** Indebtedness incurred for any cause in connection with this work must be paid by the CONTRACTOR, and the OWNER and Rehab Services are hereby relieved at all times from any indebtedness or claims other than payments under contract.



**16. PROPERTY RIGHTS IN MATERIAL.** Nothing in the Contract shall be construed as vesting in the CONTRACTOR any right of property in the materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the OWNER upon being so attached or affixed and accepted.

**17. ACCIDENT PREVENTION.** Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

**18. MISCELLANEOUS PROVISIONS.**

A. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

B. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**19. 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 a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or 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.