

**CAPITAL IMPROVEMENT PLAN (CIP)
ADMINISTRATIVE CONTRACT AGREEMENT**

This Agreement between the **City of Clinton**, Oklahoma, hereinafter referred to as the "City", and the **South Western Oklahoma Development Authority (SWODA)**, hereinafter referred to as the "Contractor", for the considerations set forth, provides as follows:

Contract Date

This contract shall become effective the 19th day of September 2013, and shall be in effect through the 19th day of September 2014, or until contract completion.

Scope of Services

The Contractor agrees to:

1. Conduct inventory of asset of the City of Clinton.
2. Complete analysis of the results of the inventory of assets.
3. Develop Capital Improvement Plan for the City of Clinton and prepare the city's Plan for inclusion in the Regional CIP.
4. Printed maps will include two (2) copies of each: water, sewer, transportation, public safety departments, gas (*if applicable*) and electrical (*if applicable*).
5. One CD of inventory and mapping will be provided along with Arc Reader upon completion of CIP Plan. **Additional copies of maps and any maps laminated and mounted on foam-core board are available upon request and will be at the expense of the requesting entity.**

Compensation and Method of Payment

The City agrees to pay the Contractor:

1. \$19,200.00 for Inventory of Assets Including Digital Mapping Requirements
2. \$9,600.00 for Analysis of Plan
3. \$9,600.00 for Plan Development

EXECUTION OF CONTRACT – SIGNATURES

EXECUTED BY:

**CITY OF CLINTON,
OKLAHOMA**

Seth Adams, Mayor

Date

EXECUTED BY:

**SOUTH WESTERN
OKLAHOMA DEVELOPMENT
AUTHORITY**

Debora Glasgow, Executive Director

Date

ATTEST:

Clerk

(SEAL)

PART II – GENERAL TERMS AND CONDITIONS

Subcontract Notification Provision

None of the work and services covered by this contract may be sub-contracted by this contract without written consent of the city. In no event will any sub-contract incur any obligation for the town.

Modification

This contract is subject to such modification as may be required by federal, state, or local laws or regulations. The work and services given and the total contract amount may be modified only upon written agreement of both parties.

Interpretation, Remedies

In the event the parties fail to agree on changes or interpretations of this contract, the decision of the city shall prevail.

In the event of any disagreement between the Contractor and the city relating to the technical competence of the work and services being performed, and conformity to the requirements of this contract, the decision of the city shall prevail.

Neither acceptance nor payment by the city shall be construed to constitute waiver of any remedies for any default or breach by the Contractor that exists then, or occurs later.

Severability Clause

Any provision under this contract or its application to any person or circumstance held invalid by any court of competent jurisdiction shall not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

Hold Harmless Clause

The Contractor shall, without limitations placed on such by state law, save harmless the city, its agents, officers and employees from all claims and actions, and all expenses defending the same, that are brought as a result of injury or damage sustained by any person or property in consequence of any act or omission by the Contractor. The Contractor shall, within limitations placed on such entities by state law, the city, its agents, officers and employees from any claim or amount recovered under Worker's Compensation law or any other law. In any agreement with any subcontractor or any agent for such Contractor, the Contractor shall specify that such subcontractors or agents shall hold harmless the town, its agents, officers and employees for all hereinbefore described expenses, claims, actions, or amounts recovered.

Personnel

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required to perform the services under this contract. Said personnel shall not be employees of or have any contractual relationship with the town.

PART II- GENERAL TERMS AND CONDITIONS

The Contractor has full responsibility for payment of worker's compensation insurance, unemployment insurance, social security, state and federal income tax, and any other deductions required by law for its employees.

All services required hereunder will be performed by the Contractor or under the Contractor's supervision. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such service.

Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill obligations of this contract in a timely manner, or if the Contractor shall violate any covenants, agreements, or stipulations of this contract the town shall thereupon have the right to terminate this contract by giving written notice to the Contractor.

Written notice shall be rendered at least thirty (30) days before the effective date of such termination. In such event, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the contract.

Notwithstanding the above, the Contractor shall not be relieved of liability to the city for damages sustained by the city by virtue of any breach of the contract by the Contractor. The city may withhold any payments to the Contractor until the exact amount of damages due the city from the Contractor is determined.

Termination for Convenience of the City

The city may terminate this contract at any time by giving thirty (30) days notice in writing to the Contractor. If the contract is terminated by the city as provided herein, the Contractor shall be compensated for time and all allowable expenses incurred up to the termination date.

Conflict of Interest

No member of the governing body of the city, and no other officer, employee, or agent of the city who exercises responsibilities concerning the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this agreement. The Contractor shall take appropriate steps to assure compliance.

Interest of Contractor and Employees

The Contractor affirms that he now has no interest and shall not acquire interest, either direct or indirect, in the project area or any parcels therein, or any other interest that would conflict in any manner or degree with the performance of services provided hereunder. The Contractor further affirms that no person having interest, either directly or indirect, that would conflict in any manner with services provided hereunder, shall be employed.

PART II – GENERAL TERMS AND CONDITIONS

The Contractor shall furnish the city narrative reports and financial reports regarding elements of this contract in the form and at such times as may be required by the city or federal and state grantor agencies.

Compliance with Local Laws

The Contractor shall comply with all applicable laws, ordinances and codes of the state and local government. The Contractor shall save the city harmless from any damages arising from any tort done in performing any of the work embraced by this contract.

Copyright

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

Records and Audits

The Contractor shall assist the city in maintaining all books, documents, papers, records and other material involving all activities and transactions pertaining to this contract for at least three (3) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The Contractor shall, as often as deemed necessary by the city, permit authorized representatives of the Oklahoma Department of Commerce, the U.S. Department of Housing and Urban Development (HUD) the federal or state Department of Labor and the U.S. Comptroller General to have full access to and the right to examine all such materials.

Anti-kickback Regulations

The Contractor shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulation 29 CFR, Part III.

Equal Opportunity Employment

The Contractor shall comply with the following equal opportunity requirements as part of CDBG-CIP assurances:

a. Civil Rights Act of 1964, Title VI

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color, or national origin be excluded from participation in, be denied the benefits of, or be

PART II – GENERAL TERMS AND CONDITIONS

otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance.

b. Housing and Community Development Act of 1974, Section 109

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded under the Act.

c. Housing and Urban Development Act of 1968, Section 3

Contractor shall comply with Section 3, which provides that to the greatest extent feasible, training and employment opportunities shall be made available to lower income residents of the unit of local government or metropolitan city, or (non-metropolitan city) in which the project is located, and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan town) as the project.

d. Affirmative Action

Contractor shall take affirmative action steps to contract with small and minority owned firms and women business enterprises as part of the requirements of 24 CFR Part 85.36 or 24 CFR Part 570, Sub-part J. Affirmative Action steps include, but are not limited to, the following:

1. Including small, minority and women business enterprises on solicitation lists.
2. Assuring that small, minority owned and women business enterprises are solicited when they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women business enterprises participation.
4. Where the requirement permits, establishing delivery schedules which encourage participation by small, minority and women business enterprises.
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprises of the U.S. Department of Commerce, and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors.

PART II – GENERAL TERMS AND CONDITIONS

6. If and sub-contracts are to be let, requiring the prime contractor to take the affirmative steps in 1 through 5 above.

Age Discrimination Act of 1975

Contractor shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by federal funds.

Rehabilitation Act of 1973, Section 504

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in any programs or activities receiving federal financial assistance.

PART III - SCOPE OF SERVICE FOR CDBG-CIP GRANT ADMINISTRATOR

The Contractor shall:

1. Assist the city in establishing a Local Planning Advisory Committee (LPAC) and adopt Resolution appointing members to the committee.
2. Assist the city in establishing project files and maintaining all records necessary for compliance with Oklahoma Department of Commerce policies and procedures. Monitor project files throughout the project to ensure completeness and accuracy. (Contractor shall be responsible for bookkeeping records and all CDBG files pertaining to the project)
3. Aid in the establishment of current policies (Equal Opportunity, Section 3 Affirmative Action, Fair Housing) and all other required documentation necessary to complete all performance measures.
4. Prepare all required reports and forms for official signature to be submitted to the Oklahoma Department of Commerce.
5. Be in attendance during community site visits by Oklahoma Department representatives or other governmental agencies.
6. Assist the town in holding public hearings as set forth in the Community's Citizen Participation Plan and such other public hearings and policy committee meetings as may be required to develop the Capital Improvements Program.
7. SWODA in cooperation with the city will conduct inventory of existing capital assets including equipments, rolling stock, buildings, structures, public utilities, streets, real estate, etc. with the assistance of the unit of local government.
8. SWODA and the Local Planning Advisory Committee (LPAC) shall establish the following:
 - a. Identify future capital needs
 - b. Project costs for future capital needs
 - c. Identify capital improvement project priorities.
 - d. Prepare summary of capital improvement needs.
 - e. Identify future revenue from current and additional revenue sources
 - f. Identify potential grant sources for capital needs.
 - g. Prepare for adoption by the governing body a capital improvement policy statement.
9. SWODA will assist the city in completion of closeout documents and attend final public hearing.
10. Provide Compact Disc (CD) and paper maps of infrastructure to the city.

Note: The Capital Improvement Plan maps are a mechanism for "Strategic Planning and Budgeting" and should not be confused with local planning and planning and zoning efforts.