

CONTRACT FOR ADMINISTRATIVE SERVICES COMMUNITY DEVELOPMENT BLOCK GRANT

This agreement between Eastern Oklahoma Development District (EODD), hereafter referred to as Contractor, and Muskogee County, hereafter referred to as County, for the consideration hereinafter set forth, agree as follows:

This contract shall become effective the 11th day of April, 2023 and shall be in effect through the 10th day of April, 2025. The contract period may be extended by mutual agreement of both parties.

Contractor understands that this contract is entered in to provide the *County* administrative services constituting:

Administrative services required in implementing and carrying out the Okay Road Rehabilitation Project, in rural Muskogee County, said project has received funding by the Oklahoma Department of Commerce. Required Services are specified in Attachment "A".

Services as specified in Attachment "A", are subject to the following conditions:

1. The project specified is funded by the Oklahoma Department of Commerce and for the amount of funding requested.
2. The *County* shall have the option to accept the services of the Contractor beginning with the start date of the Community Development Block Grant received from the Oklahoma Department of Commerce or at a later date specified. Notification of acceptance of said services shall be in writing to the Contractor. The *County* agrees to pay the Contractor as compensation for administrative consulting services the total sum not to exceed \$479,398.41.
The Contractor will be reimbursed, on an as requested basis from the *County* by written invoice.
3. Contractor shall not begin to provide any services as specified until written notification from the *County* is received.
4. The *County* shall have the option to not accept the services of the contractor to be provided under Part II for any of the following reasons:
 - a. The project specified in Part I is funded by the Oklahoma Department of Commerce at a lower amount than the amount requested.
 - b. The *County* determines such services may be provided by *County* staff at a lower cost.
 - c. The *County* is dissatisfied with the services of the Contractor.

GENERAL TERMS AND CONDITIONS

SUBCONTRACT NOTIFICATION PROVISION

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

MODIFICATION

This contract is subject to such modification as may be required by federal or state law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties and approval by the Oklahoma Department of Commerce.

INTERPRETATION, REMEDIES

- a. In the event the parties fail to agree on changes or interpretations of this contract, the decision of the *County* shall prevail.
- b. In the event of any disagreement between the Contractor and the *County* relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of the *County* shall prevail.
- c. Neither forbearance nor payment by the *County* 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

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does 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

Contractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma, its agents, officers, and employees and the County, its agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by contractor. Contractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma, its agents, officers and employees and the County, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for contractor, Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees, and the County, its agents, officers, and employees for all the hereinbefore described expenses, claims, actions, or amounts recovered.

PERSONNEL

- a. The Contractor represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. 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.
- c. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the *County* shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 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 hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the *County* for damages sustained by the *County* by virtue of any breach of the contract by the

Contractor, and the *County* may withhold any payments to the Contractor until such time as the exact amount of damages due the *County* from the Contractor is determined.

TERMINATION FOR CONVENIENCE

The *County* may terminate this contract at any time by giving at least 30 days notice in writing to the Contractor. If the contract is terminated by the *County* as provided herein, the Contractor will be paid for the time provided and all allowable expenses incurred up to the termination date.

CONFLICT OF INTEREST

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

INTEREST OF CONTRACTOR AND EMPLOYEES

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

REPORTS AND INFORMATION

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

Contractor shall furnish the *County* narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the *County* 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 governments, and the Contractor shall save the *County* harmless with respect to 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 on behalf of the Contractor.

RECORDS AND AUDITS

Contractor shall assist the *County* in retaining all books, documents, papers, records and other materials involving all activities and transaction related 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. Contractor shall, as often as deemed necessary by the County, permit authorized representatives of the Oklahoma Department of Commerce, the U.S. Department of Housing and Urban Development, the federal or state Department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

ANTI-KICKBACK REGULATIONS

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

Equal Employment Opportunity

The Contractor shall comply with the following equal opportunity requirements as part of the CDBG 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 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 area (or non-metropolitan Town) 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 is a part of the requirements of 24CFR part 85.36 or 24CFR Part 570, Sub-part J. Affirmative Action steps include, but are not limited to, the following:

1. Including qualified small, minority and women business enterprises on solicitation lists.
2. Assuring that small, minority and women business enterprises are solicited whenever 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 will 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 Enterprise 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.
6. If any subcontractors are to be let, requiring the prime contractor to take the affirmative action 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.

Executed by:

Muskogee County

Kenny Payne
Signature

Kenny Payne, Chairman

Date

ATTEST:

Pacey Sherrin
Signature

Printed/Typed Name and Title

Executed by : Contractor:

Eastern Oklahoma Development District

Ernie Moore
Signature

Ernie Moore, Executive Director

Date

April 10, 2023



10th day of April 2023
Chairman Kenny Payne
Member [Signature]
Member [Signature]
Attest Pacey Sherrin
County Clerk

SCOPE OF SERVICES

ATTACHMENT A

The Administrator shall, if the application is successful, and at the option of the County

1. With the assistance of the County, help conduct Public Hearings.

This includes, but is not limited to, such things as assisting in public hearing, preparing public notices, etc.

2. Prepare Environmental Review Record for all Activities.

Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds, and acquiring adequate documentation. For activities which are not exempt from Environmental Assessments, an Environmental Assessment will be prepared. For activities which are exempt and/or categorically excluded from Environmental Assessments, prepare a written Finding of Exemption, which should identify the project or activity, and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, flood plains and wetlands, and other applicable authorities.

3. Assist in the preparation of all Release of Funds requirements for contract with the Oklahoma Department of Commerce/Division of Community Affairs and Development. Coordinate with the community the Request for Payments to ensure consistency with the drawdown procedures established by ODOC/DCAD for the CDBG program.

4. Assist the Community with preparation of an acceptable financial management system as it pertains to finances of the CDBG program.

An acceptable system includes, but is not limited to; cash receipts and disbursement journal, and general ledger, and should conform to generally accepted accounting principles.

5. Establish project files in *County's* principle offices.

These must demonstrate compliance with all applicable State, Local and Federal

regulations. The administrator must monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained in the community's files.

6. (If applicable to the program) Assist *County* in complying with regulations governing land acquisition (real property, right of ways, donation of property, etc.)
7. (If applicable) Prepare engineering bid documents and monitor the bidding process consistent with applicable regulations.
8. Secure the Secretary of Labor's wage decision from the State and include it in bid specifications.
9. Assist with preparing construction contracts which comply with federal regulations and monitor contractor compliance with all applicable regulations.

This is required by the Oklahoma Department of Commerce Contract and Policies and Procedures Manual.

10. Obtain contractor and subcontractor clearance from the State.
11. Check weekly payrolls to ensure compliance with applicable wage rates.
12. Conduct on-site interviews and compare the results with appropriate payrolls.
13. Make progress inspections and certify partial payment requests.
14. Make a final inspection and issue a final certificate of payment.
15. Assist the preparation of close-out documents to include Project Completion Report, Final Wage Compliance Report, and Certificates of Completion.

Muskogee County

RESOLUTION #

A RESOLUTION STATING SOURCE OF LEVERAGE FUNDS IN THE AMOUNT OF \$665,681.63 AND DEDICATING THOSE FUNDS AS LEVERAGE FOR THE FY2019 CDBG-DR GRANT

WHEREAS, Muskogee County has applied for a Community Development Block Grant (CDBG) from the Oklahoma Department of Commerce; and

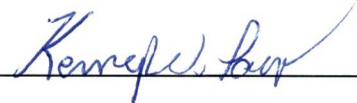
WHEREAS, Muskogee County has been tentatively approved for the award in the amount of \$9,401,685.00 and is pursuing release of funds; and

WHEREAS, Muskogee County has been required as a condition of acceptance of grant / release of funds to state the source of leveraged funds;

NOW THEREFORE, BE IT RESOLVED, by Muskogee County Board of Commissioners that we dedicate leverage funds in the amount of \$665,681.63 for the abovementioned project and state the source of those funds as coming from: 1) \$665,681.63 from Muskogee County District 1, as cash in account.

PASSED AND APPROVED by the Muskogee Board of Commissioners, this 3rd day of April, 2023.

Muskogee County

By 

Title Chairman, Board of Commissioners

ATTEST:

(SEAL)
