

ADMINISTRATIVE CONTRACT

This contract, made and entered into by and between Muskogee County, Oklahoma, as Party of the First Part, hereinafter designated as the Grantee, and the Muskogee City-County Port Authority, as Party of the Second Part, hereinafter designated as the Sub-Grantee, to-wit:

WHEREAS, the Grantee has determined that public construction projects that are undertaken by the Sub-Grantee and funded in whole or in part by Community Development Block Grant (CDBG-DR) funds should be administered through the Sub-Grantee;

NOW THEREFORE, the Grantee hereby delegates to the the Sub-Grantee all necessary authority to accomplish the foregoing within the following provisions:

SCOPE OF WORK

1. Via the Grantee, submit all required applications and documentation to the Oklahoma Department of Commerce (ODOC) necessary to acquire through the CDBG-DR program.
2. Communicate directly with ODOC staff personnel to coordinate and provide information as needed to complete the application process.
3. Assist Grantee staff personnel with scheduling hearing, drafting and publishing public notices and all other documentation requiring signature or action by the Grantee Board of County Commissioners.
4. Procure professional or construction services within the CDBG-DR Program guidelines, where required.
5. Administer CDBG-DR contracts on Grantee's behalf within CDBG-DR guidelines.
6. By execution of this contract, both parties expressly understand that the responsibility for ensuring compliance with all ODOC contract terms and conditions remain with the Grantee.

RECORDS AND REPORTING

1. The Sub-Grantee will maintain all recorded, except financial, applicable to each CDBG-DR contract administered until the project has been closed out. Records with then be turned over to the County Clerk for appropriate storage and retention. Records maintained by the Sub-Grantee shall include:
 - a. Application documentation.
 - b. Program management.
 - c. Environment review
 - d. Procurement.
 - e. Contracts.
 - f. Labor standards and construction management.

- g. Property acquisition and relocation.
 - h. Civil rights, equal opportunity, fair housing, and Section 3 and 504.
 - i. Reporting and monitoring.
 - j. Close-out.
2. Sub-Grantee will prepare all reports for appropriate signatures and submit said reports at the appropriate times. Reports to be prepared and submitted by the sub-grantee shall include:
 - a. Quarterly reports.
 - b. Monthly expenditure report.
 - c. Updated disclosure report.
 - d. Job creation and beneficiaries quarterly reports.
 - e. Close-out report.
3. Sub-Grantee will give periodic reports to the Grantee so that the Grantee will have the proper oversight over the grant/project.

ADMINISTRATIVE REQUIREMENTS

The Sub-grantee shall comply with all applicable administrative mandates contained in the CDBG Implementation Guide and as required by law.

PROGRAM REQUIREMENTS

The Sub-Grantee shall comply with all CDBG-DR program requirements and other state and federal overlay requirements contained in the CDBG-DR Implementation Guide and as required by law.

SUSPENSION AND TERMINATION

Grantee or Sub-Grantee may terminate or suspend this contractual agreement or convenience or cause. The initiating party shall provide the other party written notification explaining any such action a minimum of ten (10) working days prior to any such action becoming effective.

REVERSION OF ASSETS

1. Upon suspension or termination of this agreement, the Sub-Grantee shall transfer to the Grantee any CDBG-DR funds on hand and any account receivable that pertain to the CDBG-DR project.
2. The Sub-Grantee shall ensure that any real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 will not be sold within five (5) years of the close-out date of any CDBG project in which such acquisition or improvement occurred. In the event that said real property is sold within the five (5) year period, all CDBG funds expended on said property shall be

reimbursed to Grantee from proceeds from the sale. Reimbursement is not required after five (5) years.

CESSATION OF THE SUB GRANTEE

As a legal beneficiary of the Sub-Grantee, Grantee shall receive all assets of the Sub-Grantee, as provided by law, should the Sub-Grantee cease to exist for any reason.

TERMINATION OF THIS CONTRACT

The contract shall remain in force on or after the approved and execution of said contract by both parties.

IN WITNESS WHEREOF, the Parties of the First and Second Parts have hereto set their seals the _____ day of _____, 20__.



SEAL

Muskogee County

ATTEST:

Polly Irving
Polly Irving
County Clerk

Kenny Payne
Kenny Payne
Chairman

SEAL

Muskogee City-County Port Authority

ATTEST:

Fred Hogle
Secretary

A Earnest Gilder
Chairman

9 day of May 2022
Chairman Kenny Payne
Member [Signature]
Member [Signature]
Attest Polly Irving
County Clerk