

SEP 19 2014



**UNITED STATES DEPARTMENT OF COMMERCE  
Economic Development Administration**

504 Lavaca, Suite 1100  
Austin, Texas 78701-2858



In reply refer to:  
EDA Award No. 08-79-04999

The Honorable Seth Adams  
Mayor of Clinton  
415 Gary Blvd.  
Clinton, Oklahoma 73601-1177

Dear Mayor Adams:

I am pleased to inform you that the Department of Commerce's Economic Development Administration (EDA) has approved the joint application from the City of Clinton, OK and the Clinton Industrial Authority for a \$750,000 EDA investment for industrial park infrastructure improvements.

Enclosed are three signed Financial Assistance Award forms each for both co-applicants. Your agreement to the terms and conditions of the Award should be indicated by the signature of your principal official on each of the signed Financial Assistance Award forms. Two of the three executed forms should be returned to Mr. Pedro R. Garza, Regional Director, Austin Regional Office, Economic Development Administration, 504 Lavaca, Suite 1100, Austin, Texas 78701-2858. If not signed and returned within 30 days of receipt, the Grants Officer may declare the Award null and void.

Please do make any commitments in reliance of this Award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of the Government in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed communities that encourage private sector collaboration and creation of higher-skill, higher-wage jobs. EDA investments are results-driven, embracing the principles of technological innovation, entrepreneurship, and regional development.

I share your expectation regarding the impact of this investment and look forward to working with you to meet the economic development needs of your community.

Sincerely,

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

Pedro R. Garza  
Regional Director

Enclosures

GRANT  COOPERATIVE AGREEMENT

**FINANCIAL ASSISTANCE AWARD**

AWARD PERIOD

60 month from date of approval

RECIPIENT NAME

Clinton Industrial Authority

AWARD NUMBER

08-79-04999

STREET ADDRESS

415 Gary Blvd.

FEDERAL SHARE OF COST

\$ 750,000

CITY, STATE, ZIP CODE

Clinton, Oklahoma 73601-1177

RECIPIENT SHARE OF COST

\$ 750,000

AUTHORITY

Pub Works and Econ Dvpt Act of 1965, as amended (42 U.S.C. § 3121 et seq.)

TOTAL ESTIMATED COST

\$ 1,500,000

CFDA NO. AND PROJECT TITLE

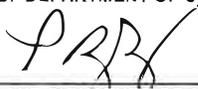
11.307 Economic Adjustment Asst. - Industrial Park Infrastructure Improvements

BUREAU	FUND	FCFY	PROJECT-TASK	ORGANIZATION	OBJECT CLASS
--------	------	------	--------------	--------------	--------------

This Award approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, two signed Award documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Award.

- Department of Commerce Financial Assistance Standard Terms and Conditions (January 2013)
- Special Award Conditions
- Line Item Budget
- 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Nonprofit, and Commercial Organizations
- 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to State and Local Governments
- OMB Circular A-21, Cost Principles for Educational Institutions
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
- OMB Circular A-122, Cost Principles for Nonprofit Organizations
- 48 CFR Part 31, Contract Cost Principles and Procedures
- OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations
- Other(s): EDA Standard Terms and Conditions for Construction Project (March 12, 2013)

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER



TITLE

Pedro R. Garza, Regional Director

DATE

SEP 19 2014

TYPED NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

TITLE

Seth Adams, Mayor

DATE

SPECIAL AWARD CONDITIONS  
 U.S. DEPARTMENT OF COMMERCE  
 Economic Development Administration (EDA)

**CONSTRUCTION PROJECTS:** Public Works and Economic Adjustment Assistance under Section  
 201 and 209 of PWEDA Programs

Public Works and Economic Adjustment Assistance Programs

<b>Project Title: Industrial Park Infrastructure Improvements</b>	
<b>Co-Recipient Names: Clinton Industrial Authority and City of Clinton, OK</b>	<b>Project Number: 08-79-04999</b>

1. **CO-RECIPIENT INFO:** The Co-recipient Contact's name, title, address, and telephone number are:

Clinton Industrial Authority Phone: (580) 562-4882 Email: clyde@swoda.org	Authorized Representative: Clyde Morgan, Community Dvpt., SWODA Point of Contact: Seth Adams, Mayor 415 Gary Blvd. Clinton, Oklahoma 73601-1177
---	--

City of Clinton Phone: (580) 562-4882 Email: clyde@swoda.org	Authorized Representative: Clyde Morgan, Community Dvpt., SWODA Point of Contact: Seth Adams, Mayor 415 Gary Blvd. Clinton, Oklahoma 73601-1177
--	--

2. **GRANTS OFFICER INFO:** The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Pedro R. Garza Regional Director Phone: (512) 381-8144 Fax: (512) 381-8177	Economic Development Administration U.S. Department of Commerce 504 Lavaca Street, Suite 1100 Austin, TX 78701-2858
---	--

3. **FEDERAL PROGRAM OFFICER INFO:** The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Matthew P. Giannini Area Director Phone: (512) 381-8171 Fax: (512) 381-8177 Email: mgiannini@eda.gov	Economic Development Administration U.S. Department of Commerce 504 Lavaca Street, Suite 1100 Austin, TX 78701-2858
--	--

4. **PROJECT OFFICER INFO:** The Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

Chris Rys Management Analyst Phone: (512) 381-8157 Fax: (512) 381-8177 Email: christopher.john.rys@eda.gov	Economic Development Administration U.S. Department of Commerce 504 Lavaca Street, Suite 1100 Austin, TX 78701-2858
--	--

5. **CO-RECIPIENTS DEFINITION:** For the purposes of the EDA Standard Terms and Conditions and the Special Award Conditions, the terms "Recipient" and "Co-recipients" are interchangeable and refer equally to: (1) the Clinton Industrial Authority at Clinton, OK; and (2) the City of Clinton, OK.
6. **SCOPE OF WORK:** This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the Authorized Scope of Work. All work on this project should be consistent with this Authorized Scope of Work, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized through execution of a Form CD-451.

The EDA investment will construct infrastructure improvements to help develop a 100.55 acre industrial park located in the southwest edge of the City of Clinton, OK. The project scope of work would include site work and improvements for a proposed industrial park facility including: (1) earthwork construction, consisting of installation of asphalt roadways and concrete curb and gutter throughout the park; (2) sanitary sewer, consisting of installation of a lift station and sanitary sewer line throughout the park; and (3) water service, consisting of installation of water lines, fire hydrants, and other water appurtenances as needed.

7. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined at the conclusion of the award period in accordance with the administrative authorities applicable pursuant to the *Financial Assistance Award* (Form CD-450), including the applicable *Cost Principles* and *Uniform Administrative Requirements*, after Final Financial Documents are submitted. Except as otherwise expressly provided for within these Special Award Conditions, the Investment Rate for the award (see 13 C.F.R. §§ 300.3 and 301.4) shall apply to allowable costs incurred by the Recipient in connection with the project. The Federal share in the allowable costs shall be based upon the Investment Rate (see 15 C.F.R. § 14.2(s)). In the event of an under run in total allowable costs for this project, the Federal share of allowable costs shall be determined by the Investment Rate established in the Form CD-450, or previously executed Form CD-451. The Federal share of total allowable costs shall not exceed the dollar amount of the original Award and subsequent amendments, if any, absent a determination by the Assistant Secretary (see 13 C.F.R § 308.1).

Line Item Budget:

A. Under the terms of the Award, the total approved authorized budget is:

Source of Funding	\$ Amount	% of TPC
Federal Share (EDA Amount)	\$ 750,000	50%
Non-Federal Matching Share	\$ 750,000	50%
Total Project Cost	\$1,500,000	100%

B. Under the terms of this Award, the total approved line item budget is:

COST CLASSIFICATION	Proposed	Approved	Notes
Administrative and legal expenses	\$ 20,000	\$ 20,000	
Land, structures, rights-of-way, etc.			
Relocation expenses and payments			
Architectural and engineering fees	113,000	113,000	
Other architectural and engineering fees	8,000	8,000	
Project inspection fees			
Site work			
Demolition and removal			
Construction	1,421,460	1,421,460	
Equipment			
Contingencies			
Total Project Costs	\$1,450,000	\$1,450,000	

Explanation of Changes:

Not applicable – no changes were made.

NOTE: Approved budget per applicant's revised SF-424C that was received on August 21, 2014.

**8. PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project development time schedule:

Return of Executed Financial Assistance Award.....	30 calendar days after receipt of Form CD-450/CD-451
Start of Construction.....	24 Months from Date of Award
Construction Period.....	60 Months from Date of Award
Authorized Award End Date.....	60 Months from Date of Award
Submission of Final Financial Documents (SF-425) ...	No later than 90 calendar days from Award End Date
Useful Life.....	20 Years

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA's taking action to terminate the Award in accordance with the regulations set forth at 15 C.F.R. § 14.62 or 15 C.F.R. § 24.43, as applicable.

Construction Completion - In keeping with prudent grants management policy, EDA construction projects must be completed within five (5) years from the date the Form CD-450 is signed by the Recipient accepting the Award. If construction is not completed by this date and the Grants Officer determines, after consultation with the Grant Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously, the grant may be terminated. Extensions beyond the five year project period are exceedingly rare and can only be authorized by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule set forth above.

Project Closeout – All Project closeout documents, including final financial reports (Form SF-425) and any required program reports, shall be submitted to EDA not more than 90 calendar days after the date the Recipient accepts the completed project from the contractor(s).

**9. FINANCIAL ASSISTANCE AWARD:** This Financial Assistance Award, subject to the other Special Award Conditions and the EDA Standard Terms and Conditions - Construction Program, dated March 12, 2013, shall constitute an obligation to make such Award. If the Recipient fails to affirm its intention to use the Award in accordance with the terms and conditions of this Special Award Conditions of this Financial Assistance Award, it will be terminated without further cause. By signing and returning two of the three original Financial Assistance Award documents within 30 calendar days from receipt, the Recipient hereby affirms that it intends to use the Award in accordance with the and conditions as above-referenced.

- 10. REAFFIRMATION OF APPLICATION:** The Recipient acknowledges that the Recipient's application for this Award may have been submitted to the Government and signed by the Recipient, or by an authorized representative of the Recipient, electronically. Regardless of the means by which the Recipient submitted its application to the Government or whether the Recipient, or an authorized representative of the Recipient, submitted its application to the Government, the Recipient hereby reaffirms and states that:
- a. all data in said application and documents submitted with the application are true and correct as of the date of this Award and were true and correct as of the date of said submission;
  - b. said application was, as of the date of this Award and as of the date of said application, duly authorized as required by local law by the governing body of the Recipient; and
  - c. the Recipient confirms that it will comply with the Assurances and Certifications submitted with or attached to said application.

The term "application" includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of the initial application.

- 11. EVIDENCE OF GOOD TITLE:** In accordance with Section L of the U.S. Department of Commerce Standard Terms and Conditions, prior to the initial disbursement of funds by EDA, the Recipient shall provide opinion of counsel, satisfactory to the Government, that the Recipient has acquired good and marketable title to land, free of all encumbrances, as well as rights-of-way, and easements necessary for the completion of the project, or of a long-term leasehold interest in accordance with 13 C.F.R. § 314.
- 12. MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. (See 13 C.F.R. § 300.3) The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient's Matching Share of the project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the project. The Recipient further acknowledges that, prior to award of any construction contracts, it will be required to provide evidence satisfactory to the Government that all funds necessary to complete the Project are available. Any substitution of the non-Federal share shall be submitted in writing and approved by EDA.
- 13. AWARD DISBURSEMENTS - REIMBURSABLE BASIS ONLY:** EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs when specific milestones have been met. The EDA Project Engineer will provide these milestones.

The "*Request for Reimbursement*" (Form SF-271) is used to request a disbursement, which shall be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, Recipients must complete the attached Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" and submit it to NOAA's Accounting Office by FAX to 301-528-3675 (*FAX is required to secure confidentiality of sensitive information*). The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

**14. REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given the EDA two options for having payments deposited to EDA's account:

The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.

The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, who processes EDA's accounting functions at the following address:

U.S. Department of Commerce  
National Oceanic and Atmospheric Administration  
Finance Office, AOD, EDA Grants  
20020 Century Boulevard, Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
- EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge you a one-time fee of \$25.00, which will be collected by EFT.

- 15. REPORTING UNLIQUATED OBLIGATIONS:** All Recipients of an EDA Grant Award of more than \$100,000 whose grant has not been fully disbursed as of the end of each reporting period are required to submit a financial report to EDA annually on the status of unreimbursed obligations. The report will provide information on the amount of allowable Project expenses that have been incurred by the Recipient but not claimed for reimbursement as of the end of the reporting period. The report will be as of September 30 of each year and must be submitted annually until the final grant payment is made to EDA. The report shall be submitted to EDA no later than October 30 of each year. Noncompliance with this requirement may result in the suspension of EDA grant disbursements. Standard Form SF-425 ("Federal Financial Report") or Standard Form SF-425A ("Federal Financial Report Attachment" for reporting multiple grants), whichever is applicable, will be used for this purpose.
- 16. PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leverage three (3), six (6), and nine (9) years after an EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit this required report can adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. Recipients should ensure adequate and sufficient records are kept to support the methodology for computing initial job and private investment estimates and all subsequent actual performance data calculations so that this information can be made available to EDA in the event of an audits or performance site visits.

**17. REPORTS:**

- a. Project Progress Reports: The Recipient shall submit project progress reports to the Project Officer on a quarterly basis for the periods ending January 31, April 30, July 31, and October 30, or any portion thereof until the final grant payment is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than 1 month following the end of the quarterly period.

- b. Financial Reports: The Recipient shall submit a “*Federal Financial Report*” (Form SF-425) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, for the entire project period. Form SF-425 (and instructions for completing this form) is available at: [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration date of the Award (e.g., the Award end date specified on the Form CD-450 or Form CD-451). Final Financial reports should follow the guidance outlined by the form instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period, and that all matching and program income (if applicable) is fully reported. Final grant rate and determinations of final balances owed to the government will be determined by the information on the final Form SF-425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

18. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with Department of Commerce Regulations at 15 C.F.R § 24.36 (State and Local Governments) or 15 C.F.R. § 14.44 (Higher Education, Hospitals, other Non-Profits), as applicable.
19. **NONRELOCATION:** In signing this award of financial assistance, the Recipient(s) attests that the EDA funded project will not be used to induce the relocation or the movement of existing jobs from one Region to another Region by a primary beneficiary of the Award. (See 13 C.F.R. § 300.3) In the event that EDA determines that its assistance was used for such relocation purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements and termination of the award for convenience or cause, and disallowance of any costs attributable, directly or indirectly, to the relocation and the recovery of the Federal share thereof.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project assisted by EDA. EDA considers an employer to be a “primary beneficiary” if, in seeking EDA assistance, the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application to EDA to make the Award. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more jobs permanent jobs so identified.

20. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in 41 C.F.R. § 60-4 establishes goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4. The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: 6.9 percent.

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the "*Standard Federal Equal Employment Opportunity Construction Contract Specifications*" (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6. The minority participation goal for this project is 9.0 percent.

21. **PLANS AND SPECIFICATIONS:** The Recipient agrees to and shall cause the following to be placed in the project plans and specifications: "If Archeological Materials are encountered during construction, the procedures codified at 33 C.F.R. 800.13(b) will apply and the Recipient shall immediately stop construction in the area and contact EDA [Phone (512) 381-8144] and the Oklahoma Archaeological Society [Phone (405) 325-7211]. Archeological Materials consist of any items, fifty years or older which were made or used by man. These items include, but are not limited to, chipped stone tools, pottery, bone, historic crockery, glass, metal items or building materials."
  
22. **HISTORICAL PRESERVATION, TRIBAL CONSULTATION:** National Historic Preservation Act Section 106 consultation has been initiated with Tribes with known interest in the area. Prior to ground disturbance or construction, the Recipient shall contact EDA to ensure that Tribes with known interests have determined that the project would not adversely affect properties of cultural or sacred significance to Tribes. The Recipient shall comply with any and all stipulations of the final Tribal approval. If the Tribes with known interest do not provide a determination of no adverse effect, as required by this Special Condition, Recipient agrees, at the discretion of EDA, to terminate this award.

If a determination of no adverse effect is granted, Tribal comments regarding discovery during construction may be provided. If this occurs, Recipient agrees to and shall cause a discovery clause to be placed in the project plans and specifications regarding consultation. EDA will provide appropriate wording for the discovery clause.