PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, JULY 15, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

Original source: https://agendas.clintonok.gov/archive/2014/071514/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/071514/airport.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/071514/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/071514/industrial.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/071514/publicwork.htm

1. Call to Order

2. Opening Prayer /Pledge Pat Peters, Church of Christ

3. Consent Agenda

    A. Consider Approval of Minutes on July 1, 2014

4. Action Items:

    A. Consider Resolution AA14-01 regarding accepting a Federal Aviation Administration Grant for Construction of Perimeter Fencing and Gates at Clinton Regional Airport and authorize the Chairman to Execute the Grant Application

5. Trustee’s Report

6. City Manager’s Report

7. Audience Participation

8. Adjournment

    A. Proceed to Public Works Authority agenda

Filed this 11th day of July, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on July 11, 2014 at 2:30 p.m.

_____

Not recorded

MINUTES OF THE CLINTON AIRPORT AUTHORITY MEETING
JULY 1, 2014

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Airport Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, July 1, 2014 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on Friday, June 27, 2014.

Chairman Seth Adams called the meeting to order with the following present:

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Jason Hulin, Mustafa Sami
ACTING CITY MANAGER: Lisa Anders
DEPUTY CITY CLERK: Shona Stermer
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Randy Carpenter, Kris Wermy, Conan Wilson, Julie Menge, Jeromy Brush, Stephanie Cerling, Donald Webb, Danny George, Dave Thorpe, Gene McCullough, David Crabtree, Bill Walker, Tommy Walker, James Dinley, Curtis Maloy and others.

Randy Carpenter opened the meeting with prayer and Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of June 17, 2014
B. Consider Claims

Motion was made by Trustee Rodolph and second by Trustee Sami that Consent Agenda Item No. 3 (a-b) be approved.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Sami, Hulin, Lowry, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4: ACTION ITEMS

None

AGENDA ITEM NO 5: TRUSTEE REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Hulin and second by Trustee Sami to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Hulin, Sami, Lowry, Rodolph, Adams
Nay: None

Chairman declared the meeting adjourned at 5:44 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Resolution No. AA14-01 regarding acceptance of FAA grant for Construction of Perimeter Fencing and Gates and Authorize the Mayor to execute the grant agreement

Staff Source: Lisa Anders

History/Background Information: Bids have been taken and awarded to Quality Fencing for the construction of perimeter fencing and gates at Clinton Regional Airport. The City has applied for a 90/10 FAA grant for the project.

Item/Subject Summary: The grant offer from FAA has not been received yet but pending the receipt, the resolution officially accepts the grant and authorizes the Mayor to execute the grant agreement and other necessary documents associated with the grant.

Price/Cost:

Recommendation: Staff recommends approval of Resolution No. AA14-01

RESOLUTION NO. AA14-01

A RESOLUTION ACCEPTING A FEDERAL AVIATION ADMINISTRATION GRANT OFFER FOR AIRPORT IMPROVEMENT PROJECT (AIP 3-40-0021-012-2014) AT CLINTON REGIONAL AIRPORT FOR "CONSTRUCTION OF PERIMETER FENCING AND GATES PHASE I" AND AUTHORIZE THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL NECESSARY DOCUMENTS.

WHEREAS, the City of Clinton has submitted a Project Application dated May 14, 2014 at the Clinton Regional Airport for a project to construct perimeter fencing and gates,as approved by the Federal Aviation Administration (FAA); and

WHEREAS, the FAA has approved the project with funding made possible by the Airport Improvement Program and requires formal acceptance thereof by resolution;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLINTON: The Grant Offer for Airport Improvement Program (AIP 3-40-0021-012-2014) for construction of perimeter fencing and gates and the Grant Agreement therefore all are hereby expressly approved and accepted by the City of Clinton. The Mayor is hereby authorized and directed to execute the Grant Agreement for the Project for and on behalf of the City, together with all other necessary documents.

ADOPTED AND APPROVED this ___ day of _____, 2014

CITY OF CLINTON, OK

_____
CHAIRMAN/ MAYOR

ATTEST: (Seal)

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, JULY 15, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

Original source: https://agendas.clintonok.gov/archive/2014/071514/launch.htm
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Original authority agenda: https://agendas.clintonok.gov/archive/2014/071514/publicwork.htm

1. Call to Order
2. Opening Prayer /Pledge Pat Peters, Church of Christ
3. Consent Agenda
    A. Consider Approval of Minutes on July 1, 2014
4. Action Items:
    A. Severn Trent Water Update
5. Trustee’s Report
6. City Manager’s Report
7. Audience Participation
8. Adjournment
    A. Proceed to City Council agenda

Filed this 11th day of July, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on July 11, 2014 at 2:30 p.m.

_____

Not recorded

MINUTES OF THE PUBLIC WORKS AUTHORITY MEETING
JULY 1, 2014

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority, Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, July 1, 2014 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on Friday, June 27, 2014.

Chairman Seth Adams called the meeting to order with the following present:

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Jason Hulin, Mustafa Sami
ACTING CITY MANAGER: Lisa Anders
DEPUTY CITY CLERK: Shona Stermer
CITY TREASURER: Debra Blanchard
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NEWS MEDIA: Gerald Green
OTHERS: Randy Carpenter, Kris Wermy, Conan Wilson, Julie Menge, Jeromy Brush, Stephanie Cerling, Donald Webb, Danny George, Dave Thorpe, Gene McCullough, David Crabtree, Bill Walker, Tommy Walker, James Dinley, Curtis Maloy and others.

Randy Carpenter opened the meeting with prayer and Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of June 17, 2014
B. Consider Claims

Motion was made by Trustee Rodolph and second by Trustee Sami that Consent Agenda Item No. 3 (a-b) be approved.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Sami, Hulin, Lowry, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4: ACTION ITEMS

4A. SEVERN TRENT WATER UPDATE

Jeromy Brush and Stephanie Cerling presented a water update. In regards to the Canute water, the lab analysis found high nitrates. Burns and McDonalds will meet next week to look at lab results and discuss analysis. They reported it would be 12 to 18 months before receiving this water.

Jeromy Brush reported that in regards to the Golf Course, there will be a pump test next week. They will have a report with those results at the July 15, 2014 City Council meeting.

4B. CONSIDER FEE SCHEDULE AGREEMENT WITH OKLAHOMA BANK & TRUST

City Treasurer, Debra Blanchard, presented a fee schedule with OB&T. A new fee schedule agreement regarding the 2012 Revenue Bond Issue was submitted to the CPWA by officers at OB&T earlier in the year. Former City Manager Steve Hewitt discussed and negotiated with the bank for the fees in this proposed agreement, with fees increasing slightly.

Motion was made by Trustee Rodolph and second by Trustee Hulin to approve the fee schedule agreement with Oklahoma Bank & Trust.

Trustee Lowry removed himself from the voting due to a conflict of interest.
Chairman put the motion to a roll call vote:

Aye: Rodolph, Hulin, Sami, Adams
Nay: None

Chairman declared the motion carried.

Trustee Lowry entered back into the Public Works Authority meeting.

4C. CONSIDER REQUEST OF DOYLE JOHNSON TO TRANSFER OWERNSHIP OF GROUNDWATER PERMIT

Acting City Manager Lisa Anders reported that prior to 2000, the City of Clinton paid rent to property owners for well locations. The City notified property owners that the wells had not been producing any water that the City could use and therefore would no longer be paying the rent. The City has continued to maintain the water well permit information to the Oklahoma Water Resource Board. Mr. Doyle Johnson is requesting that the City of Clinton transfer ownership of the well.

Motion was made by Trustee Rodolph and second by Trustee Hulin to approve the request of Doyle Johnson to transfer ownership of groundwater permit.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Hulin, Sami, Lowry, Adams
Nay: None

Chairman declared the motion carried.

4D. REQUEST AUTHORIZATION TO PURCHASE A BORING MACHINE FOR THE WATER DEPARTMENT

Public Works Director Donald Webb reported that the City currently has the Boring Machine on lease and he recommends that we purchase this as soon as possible. The City will be trading in current Boring Machine. The Boring Machine is used for boring in service lines and water mains throughout the city.

Motion was made by Trustee Hulin and second by Trustee Lowry to approve the purchase of a boring machine for the water department.

Chairman put the motion to a roll call vote:

Aye: Hulin, Lowry, Sami, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

4E. DISCUSSION WITH LEGAL COUNSEL REGARDING PENDING LITGATION REGARDING A SEWER BACKUP INCLUDING AN EXECUTIVE SESSION AS AUTHORIZED BY 25 O.S. ss 307B(4)

Motion was made by Trustee Hulin and second by Trustee Lowry to enter into Executive Session.

Chairman put the motion to a roll call vote:

Aye: Hulin, Lowry, Rodolph, Sami, Adams
Nay: None

Chairman declared the meeting in Executive Session at 5:51 p.m.

RECONVENE

Motion was made by Trustee Lowry and second by Trustee Hulin to enter into regular session.

Chairman put the motion to a roll call vote:

Aye: Lowry, Hulin, Sami, Rodolph, Adams
Nay: None

Chairman declared the meeting in regular session at 6:05 p.m.

Motion was made by Trustee Rodolph and second by Trustee Lowry to pay the tort claim from JEM & Associates in the amount of $5,538.72 for the sewer backup.

Aye: Rodolph, Lowry, Sami, Hulin, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO 5: TRUSTEE REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

Bill & Tommy Walker shared their concerns about the little playground area just south of the pool. There was trash in the corners of playground, large capstones from the fence around the playground lying on the ground, and paint was chipped from some of the play equipment. Walker stated that there were stickers in the grass between the pool and the playground and also under the swings.

No action was taken.

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Hulin and second by Trustee Sami to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Hulin, Sami, Lowry, Rodolph, Adams
Nay: None

Chairman declared the meeting adjourned at 6:11 p.m.

Phase I Status Update

Design/Build/Finance/Own/Operate/Maintain
Water Solution

Clinton
Hub City of Western Oklahoma



SEVERN TRENT SERVICES

OKLAHOMA WATER SERVICE CO.

Burns & McDonnell SINCE 1898

FLINTCO Constructive Solutions

CAS CONSTRUCTORS LLC

July 15, 2014

UNDERSTANDING
A VALUABLE RESOURCE

SEVERN TRENT SERVICES

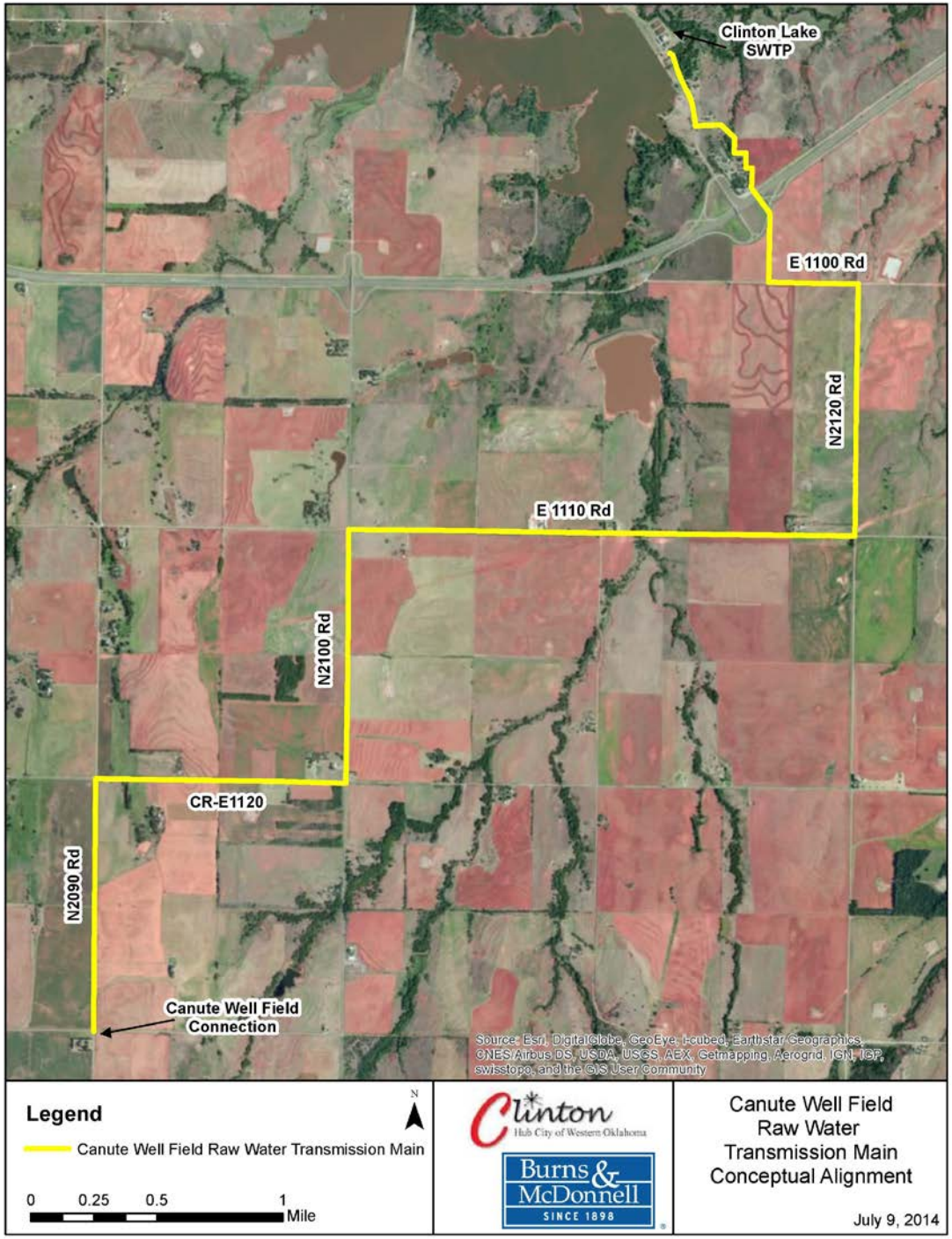
Agenda

- Canute
- Golf Course Well
- Water Rights Applications
- Aquifer Investigation
- Proposed Treatment Facility
- Hydraulic Modeling
- Water Cost & Demand

Canute



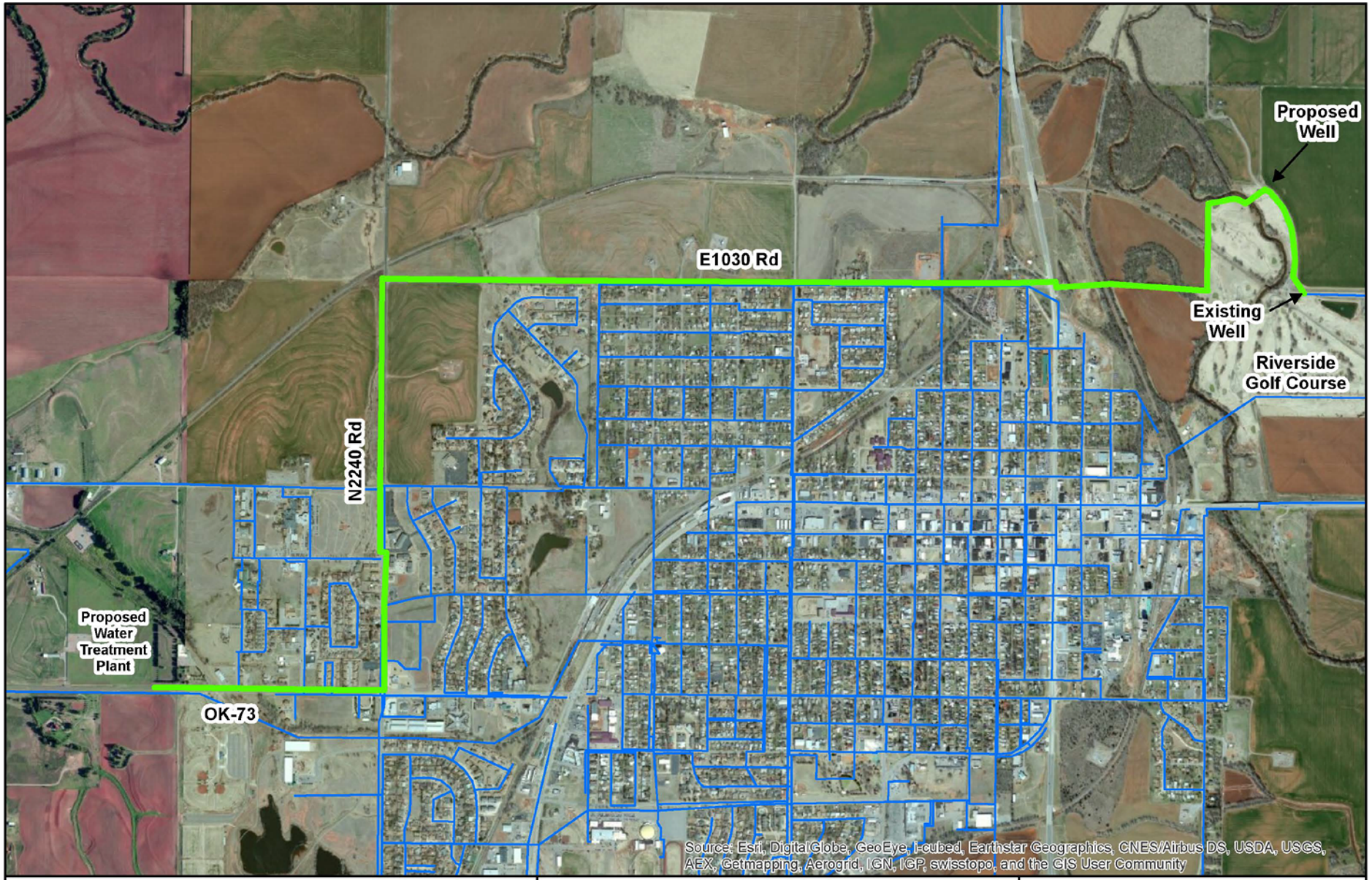
- Testing complete – reviewing analytical results
- Coordinating with Canute & their engineer on implementation schedule
- Developed preliminary pipeline routing


Clinton Lake SWTP
E 1100 Rd
N2120 Rd
E 1110 Rd
N2100 Rd
CR-E1120
N2090 Rd
Canute Well Field Connection
Source: Esri, DigitalGlobe, GeoEye, Incubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
Legend
N
Canute Well Field Raw Water Transmission Main
0 0.25 0.5 1 Mile
Clinton Hub City of Western Oklahoma
Burns & McDonnell SINCE 1898
Canute Well Field Raw Water Transmission Main Conceptual Alignment
July 9, 2014

Golf Course Well



- Pump testing complete
- Evaluating water level and quality data
- Evaluating pipeline routing



Legend

Golf Course Raw Water Transmission Main

Exisitng City Water Line

0 0.125 0.25 0.5 0.75 1 Mile

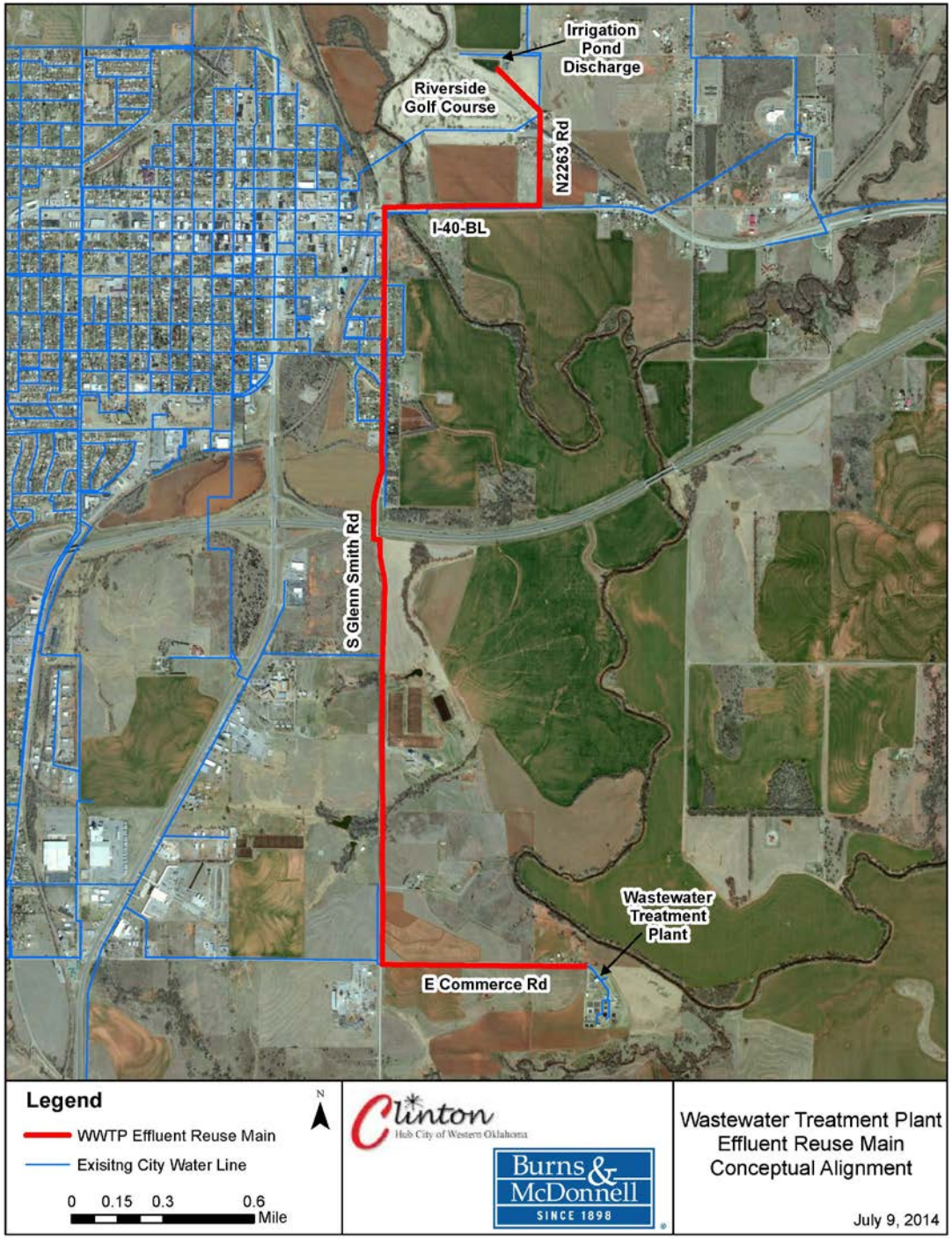
N

Clinton
Hub City of Western Oklahoma

Burns & McDonnell
SINCE 1898

Golf Course Raw Water Transmission Main Conceptual Alignment

July 9, 2014


Irrigation Pond Discharge
Riverside Golf Course
N2263 Rd
I-40-BL
S Glenn Smith Rd
Wastewater Treatment Plant
E Commerce Rd
Legend
WWTP Effluent Reuse Main
Exisitng City Water Line
0 0.15 0.3 0.6 Mile
N
Clinton
Hub City of Western Oklahoma
Burns & McDonnell
SINCE 1898
Wastewater Treatment Plant
Effluent Reuse Main
Conceptual Alignment
July 9, 2014

Water Rights Applications

- Meeting held with OWRB on 7/9/14
- Calculated water right availability based on owned/platted land
- Amend the City's existing water rights associated with owned land
- New application for platted property

Aquifer Investigation



- Geophysical surveys complete at golf course & a private property
- Received 2-D seismic survey data for another private property
- Coordinating pump tests on two private properties

Proposed Treatment Facility

Clinton
Hub City of Western Oklahoma



Map Legend

- ProposedWTPSite
- Washita River Centerline
- City Owned Wells
- Clinton Lake Pipeline

1:8,000

N

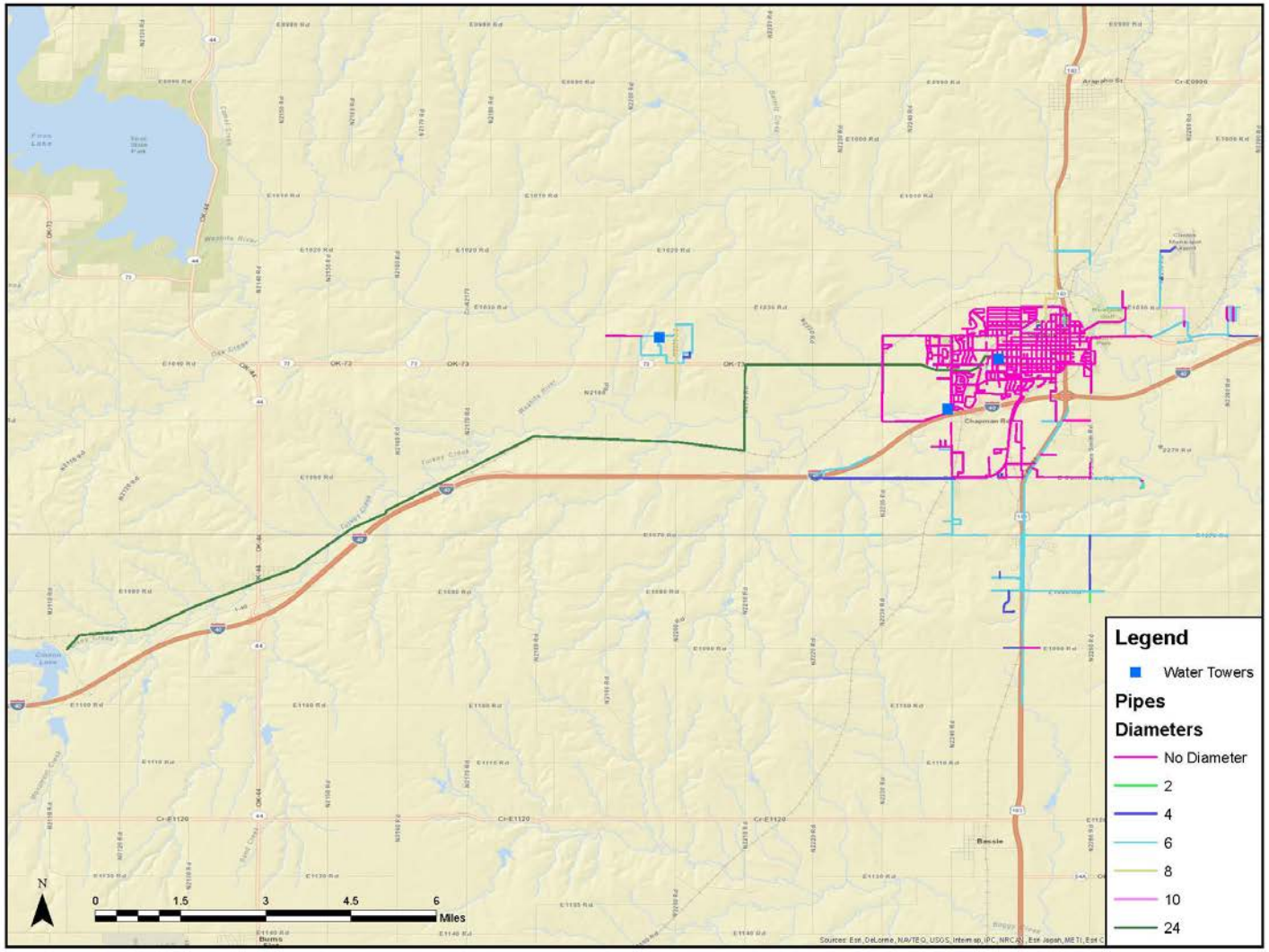
0 250 500 1,000 Feet

Clinton
Hub City of Western Oklahoma

Burns & McDonnell
SINCE 1898

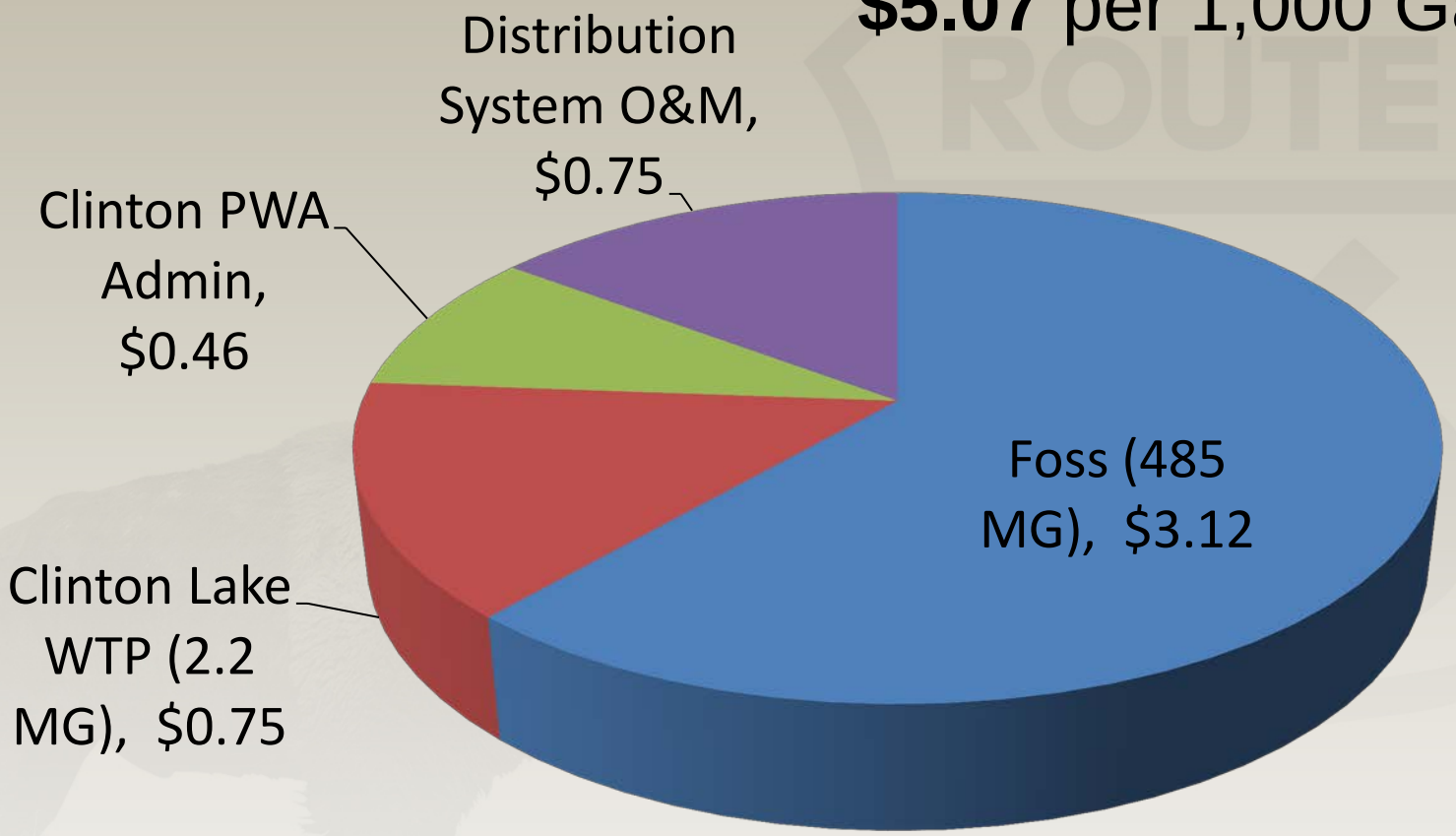
Proposed WTP Site
3600 Modelle Ave
Clinton OK

Hydraulic Modeling



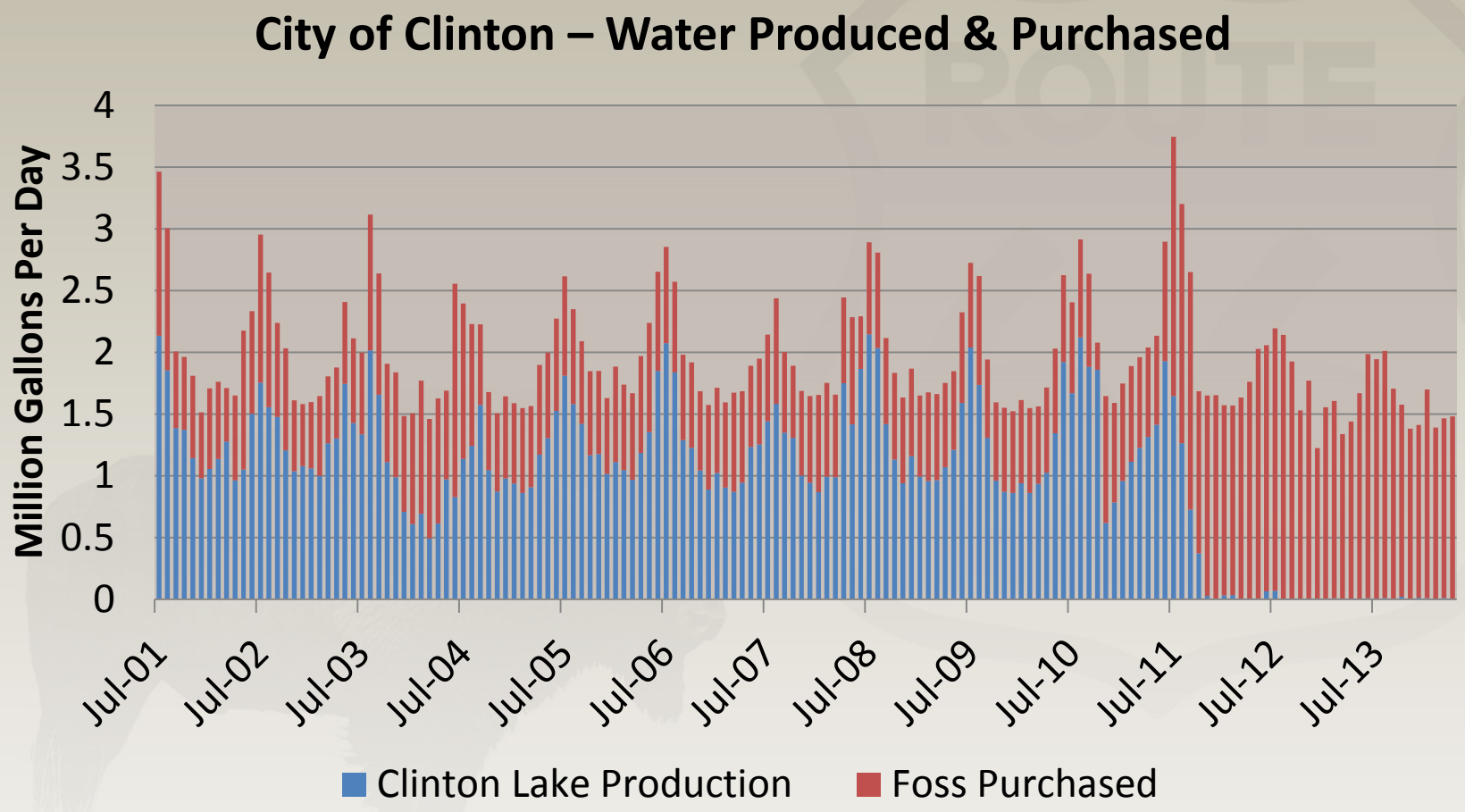
Water Cost

$5.07 per 1,000 Gallons



*Cost per 1,000 Gallons Produced based on July 2013 – April 2014

Water Demand



Questions?

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, JULY 15, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

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Original authority agenda: https://agendas.clintonok.gov/archive/2014/071514/publicwork.htm

1. Call to Order
2. Opening Prayer /Pledge Pat Peters, Church of Christ
3. Consent Agenda
    A. Consider Approval of Minutes on July 1, 2014
4. Action Items:
    A. Consider Lease Contract with Custer County Friends for Life
5. Trustee's Report
6. City Manager's Report
7. Audience Participation
8. Adjournment
    A. Proceed to City Council agenda

Filed this 11th day of July, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on July 11, 2014 at 2:30 p.m.

_____

Not recorded

MINUTES OF THE INDUSTRIAL AUTHORITY MEETING
JULY 1, 2014

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Industrial Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, July 1, 2014 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on Friday, June 27, 2014.

Chairman Seth Adams called the meeting to order with the following present:

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Jason Hulin, Mustafa Sami
ACTING CITY MANAGER: Lisa Anders
DEPUTY CITY CLERK: Shona Stermer
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Randy Carpenter opened the meeting with prayer and Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of June 17, 2014
B. Consider Claims

Motion was made by Trustee Rodolph and second by Trustee Sami that Consent Agenda Item No. 3 (a-b) be approved.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Sami, Hulin, Lowry, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4: ACTION ITEMS

None

AGENDA ITEM NO 5: TRUSTEE REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Hulin and second by Trustee Sami to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Hulin, Sami, Lowry, Rodolph, Adams
Nay: None

Chairman declared the meeting adjourned at 6:13 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Lease Contract with Custer County Friends for Life

Staff Source: Lisa Anders

History/Background Information: In March 2014, Friends for Life made a presentation to the Authority regarding leasing City property for a facility at Walton Road and Commerce.

Item/Subject Summary: City Attorney Ryan Meacham has worked with legal counsel of Friends for Life on the preparation of the lease contract that is being presented.

Price/Cost:

Recommendation:

LEASE CONTRACT

THIS LEASE is made and entered into by and between THE CLINTON INDUSTRIAL AUTHORITY, a Public Trust created under the laws of the State of Oklahoma, ("Authority") and CUSTER COUNTY FRIENDS FOR LIFE SOCIETY, an Oklahoma Not For Profit Corporation ("FFL"), this _____ day of _____, 2014.

WHEREAS, the Authority owns a tract of land in the Northeast Quarter of Section 34-12-17, described more specifically below.

WHEREAS, FFL is a Not For Profit Corporation devoted to rescuing animals and providing adoption services.

WHEREAS, FFL intends to construct a sanctuary for rescued animals and needs a site for its construction.

NOW THEREFORE, for the mutual consideration hereinabove recited and hereinafter set forth, the Authority does hereby Lease unto FFL, under terms and conditions hereinafter set forth, the following described property:

> A tract of land lying in the Northeast Quarter (NE/4) of Section 34, Township 12 North, Range 17 West of the Indian Meridian, Custer County, Oklahoma, described by metes and bounds as follows: Beginning at a point 790.28 feet West of the Northeast Corner of said NE/4, said point being on the North line of said NE/4; thence N 89°37'25" W and along said North line 356.31 feet to a point on the centerline of S.H. #14; thence Southeasterly on a curve to the left with a radius 5729.58 feet and along said centerline 563.28 feet (with a chord bearing of S 10°05'59" E 563.05 feet); thence S 89°37'25" E 419.88 feet; thence N 16°18'30" W 578.00 feet to the point of beginning, containing 4.992 acres more or less

1. **Term:** The term of this Lease shall commence upon the date of execution of this Lease and continue for thirty years or until written notice from Authority that FFL is in default as hereinafter described.

2. **Consideration:** FFL shall make payment in the amount of $300.00 per year, payable on the 1st day of August of each year during the term of this Lease, beginning August 1, 2014. If payment is not made by the 10th day of the month when due, there will be a $50.00 late fee.

3. **FFL's Use of the Leased Property:** It is agreed to and understood by both parties that FFL intends to make substantial improvements to the leased property. Under the terms and conditions of this Agreement, FFL has the authority to construct any and all facilities required for the continuation of its stated purpose provided that said improvements meet with all state and municipal statutes, ordinances, and regulations. FFL shall be responsible for any enhanced ad valorem taxes as a result of the subject improvements.

4. **Utilities:** It is understood by the parties that the subject tract is not currently serviced by city water or sewer. The Authority agrees, as a part of this agreement, to provide water and sewer service to the subject tract at a point on the property most convenient for the city's extension of the service. FFL shall be responsible for the monthly cost of all utilities including the water,

sewer, and garbage which shall be placed in the name of FFL. FFL shall receive a $100.00 credit each month on its utility bill.

5. **Indemnity:** FFL shall indemnify Authority against and hold Authority harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, or liability of any sort, including reasonable attorney's fees arising out of or connected with the negligence of FFL, further, FFL shall keep liability insurance on the subject property for an amount not less than $500,000.00.

6. **Option:** This Lease may be continued for an additional term of thirty years upon written notice by FFL to Authority at least six months prior to the termination of the Lease.

   Additionally, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Authority grants unto FFL an Option to lease an additional five acres (as described below), under the same terms and conditions as described in this Lease agreement for the negotiation of additional rent consideration which shall be negotiated at the time the Lease Option is exercised. The option to lease the below described premises shall expire five years from the date this Lease is executed.

   A tract of land lying in the Northeast Quarter (NE/4) of Section 34, Township 12 North, Range 17 West of the Indian Meridian, Custer County, Oklahoma, described by metes and bounds as follows: Commencing at the Northeast Corner of said NE/4; thence N89°37'25" W and along the North line of said NE/4 790.28 feet; thence S 16°18'30" E 578.00 feet to the point of beginning; thence S 16°18'30" E 533.00 feet; thence N 89°37'25" W 427.02 feet to a point on the centerline of S.H. #14; thence Northwesterly on a curve to the right with a radius of 5729.58 feet and along said centerline 531.18 feet, (with a chord bearing of N 15°34'19" W 530.99 feet); thence S 89°37'25" E 419.88 feet to the point of beginning, containing 5.01 acres more or less

7. **Assignment:** This Lease shall not be assigned by FFL without the written permission of Authority.

8. **Improvements:** All improvements and fixed equipment placed on the property by FFL shall remain the property of FFL during the term of this Lease. Upon the expiration of the term of this Lease or upon earlier termination of this Lease if FFL defaults on any of its obligations provided for in the Lease and fails to cure such default after being given at least 15 days prior written notice of such default mailer either to P.O. Box 9615, Weatherford, Oklahoma 73096 or to the address of the leased property if FFL constructs a building on such property, all improvements and fixed equipment shall become the property of the Authority.

THE CLINTON INDUSTRIAL AUTHORITY

By: _____
Its: _____

CUSTER COUNTY FRIENDS FOR LIFE SOCIETY

By: _____
Its: _____

ATTEST:

_____

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, JULY 15, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

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Original authority agenda: https://agendas.clintonok.gov/archive/2014/071514/publicwork.htm

1. Call to Order

2. Opening Prayer /Pledge Pat Peters, Church of Christ

3. Consent Agenda

    A. Consider Approval of Minutes of July 1, 2014
    Special Meeting of July 2, 2014
    Special Meeting of July 7, 2014

4. Action Items:

    A. Consider bids for Fire Aerial Apparatus

    B. Consider elimination of Signal Light at 6 th and Gary Boulevard

    C. Consider Intergovernmental Agreement with Oklahoma Department o f Transportation

    D. Consider renewal agreement with Multi-County Youth Services

    E. Consider renewal agreement with Office of Juvenile Affairs for Community Intervention Center for Fiscal Year 2015 contract

    F. Consider and Discuss City Charter modifications regarding Municipal Election Dates

    G. Consider and discuss the employment, hiring, appointment, promotion, resignation or designation of duties of the City Manager including an Executive Session as authorized by 25 O.S. ss 307B(1)

5. Council Report
6. City Manager’s Report
7. Audience Participation
8. Adjournment

Filed this11th day of July, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on July 11, 2014 at 2:30 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL
JULY 1, 2014

Minutes of the regular meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, July 1, 2014 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on Friday, June 27, 2014.

Mayor Seth Adams called the meeting to order with the following present:

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Jason Hulin, Mustafa Sami
ACTING CITY MANAGER: Lisa Anders
DEPUTY CITY CLERK: Shona Stermer
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Randy Carpenter, Kris Wermy, Conan Wilson, Julie Menge, Jeromy Brush, Stephanie Cerling, Donald Webb, Danny George, Dave Thorpe, Gene McCullough, David Crabtree, Bill Walker, Tommy Walker, James Dinley, Curtis Maloy and others.

Randy Carpenter opened the meeting with prayer and Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of June 17, 2014
B. Consider Claims

Motion was made by Councilman Rodolph and second by Councilman Sami that Consent Agenda Item No. 3 (a-b) be approved.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Sami, Hulin, Lowry, Adams
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER APPOINTMENT TO THE PERSONNEL BOARD

No action was taken

4B. CONSIDER ELIMINATION OF SIGNAL LIGHT AT 6TH AND GARY BOULEVARD

Motion was made by Councilman Sami to eliminate the signal light at 6th and Gary Boulevard.

Motion was dead due to lack of a second.

Rodolph stated that the City should found out what it will cost to have the signal light repaired.

This consideration has been tabled to the next City Council meeting set for July 15, 2014.

4C. CONSIDER RIGHT-OF-WAY AGREEMENT WITH PIONEER LONG DISTANCE, INC.

Acting City Manager stated that City Code requires a Service and Inspection Fee of two percent to a company providing telephone services in the City of Clinton. City Attorney Ryan Meacham and Pioneer Long Distance Inc. have reviewed and presented a Right-of-Way Agreement to allow telephone service in the City of Clinton.

Motion was made by Councilman Rodolph and second by Councilman Lowry to approve right-of-way agreement with Pioneer Long Distance, Inc.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Lowry, Sami, Hulin Adams
Nay: None

Mayor declared the motion carried.

4D. CONSIDER AGREEMENT WITH CLINTON SUMMER PLAYGROUND

Motion was made by Councilman Rodolph and seconded by Councilman Hulin to approve the agreement with Clinton Summer Playground.

Aye: Rodolph, Hulin, Sami, Lowry, Adams
Nay: None

Mayor declared the motion carried.

4E. CONSIDER AND DISCUSS THE EMPLOYMENT, HIRING, APPOINTMENT, PROMOTION, RESIGNATION OR DISGNATION OF DUTIES OF THE CITY MANAGER INCLUDING AN EXECUTIVE SESSION AS AUTHORIZED BY 25 O.S. ss 307B(1)

Motion was made by Councilman Hulin and second by Councilman Sami to enter into Executive Session.

Mayor put the motion to a roll call vote:

Aye: Hulin, Sami, Lowry, Rodolph, Adams
Nay: None

Mayor declared the meeting in Executive Session at 6:21 p.m.

RECONVENE

Motion was made by Councilman Hulin and second by Councilman Lowry to enter into regular session.

Mayor put the motion to a roll call vote:

Aye: Hulin, Lowry, Sami, Rodolph, Adams
Nay: None

Mayor declared the meeting in regular session at 7:17 p.m.

No action was taken.

AGENDA ITEM NO 5.COUNCIL REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

Acting City Manager Lisa Anders stated that the ceremony at the Armory was very nice and showed the plague that was presented to the City.

Also Acting City Manager Lisa Anders stated that the City has the two new police units and they are ready for use.

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Motion was made by Councilman Sami and second by Councilman Hulin to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Sami, Hulin, Lowry, Rodolph, Adams
Nay: None

Mayor declared the meeting adjourned at 7:26 p.m.

SPECIAL MEETING OF CLINTON CITY COUNCIL
JULY 2, 2014

Minutes of a Special Meeting held in the Clinton City Council Room, City Hall on Wednesday, July 2, 2014 at 5:00 P.M. A notice of this meeting was posted on the bulletin board in the lobby of the Clinton City Hall on June 28, 2014.

Vice Mayor Hulin called the meeting to order with the following present:

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Mustafa Sami
ACTING CITY MANAGER: Lisa Anders

AGENDA ITEM NO. 2: CONSIDER AND DISCUSS THE EMPLOYMENT, HIRING, APPOINTMENT, PROMOTION, RESIGNATION OR DESIGNATION OF DUTIES OF THE CITY MANAGER INCLUDING AN EXECUTIVE SESSION AS AUTHORIZED BY 25 O.S. ss 307B(1)

Motion was made by Councilman Rodolph and second by Councilman Sami to enter into Executive Session.

Vice Mayor put the motion to a roll call vote:

Aye: Rodolph, Sami, Hulin
Nay: None

Vice Mayor declared the meeting in Executive Session at 5:05 p.m.

RECONVENE

Motion was made by Councilman Hulin and second by Councilman Sami to enter into regular session.

Mayor put the motion to a roll call vote:

Aye: Hulin, Sami, Rodolph, Adams
Nay: None

Mayor declared the meeting in regular session at 6:00 p.m.

No action was taken.

AGENDA ITEM NO. 3: ADJOURNMENT

Motion was made by Councilman Hulin and second by Councilman Sami to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Hulin, Sami, Rodolph, Adams
Nay: None

Mayor declared the meeting adjourned at 6:05 p.m.

SPECIAL MEETING OF CLINTON CITY COUNCIL
JULY 7, 2014

Minutes of a Special Meeting held in the Clinton City Council Room, City Hall on Monday, July 7, 2014 at 5:00 P.M. A notice of this meeting was posted on the bulletin board in the lobby of the Clinton City Hall on July 3, 2014.

Mayor Adams called the meeting to order with the following present:

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Jason Hulin, Mustafa Sami
ACTING CITY MANAGER: Lisa Anders

AGENDA ITEM NO. 2: CONSIDER AND DISCUSS THE EMPLOYMENT, HIRING, APPOINTMENT, PROMOTION, RESIGNATION OR DESIGNATION OF DUTIES OF THE CITY MANAGER INCLUDING AN EXECUTIVE SESSION AS AUTHORIZED BY 25 O.S. ss 307B(1)

Motion was made by Councilman Sami and second by Councilman Hulin to enter into Executive Session.

Mayor Adams put the motion to a roll call vote:

Aye: Sami, Hulin, Rodolph, Lowry, Adams
Nay: None

Mayor declared the meeting in Executive Session at 5:01 p.m.

RECONVENE

Motion was made by Councilman Lowry and second by Councilman Hulin to enter into regular session.

Mayor put the motion to a roll call vote:

Aye: Lowry, Hulin, Sami, Rodolph, Adams
Nay: None

Mayor declared the meeting in regular session at 7:20 p.m.

No action was taken.

AGENDA ITEM NO. 3: ADJOURNMENT

Motion was made by Councilman Hulin and second by Councilman Rodolph to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Hulin, Rodolph, Lowry, Sami, Adams
Nay: None

Mayor declared the meeting adjourned at 7:22 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Consider bids on Fire Aerial Apparatus

Staff Source: Lisa Anders

History/Background Information: The 2014-2015 budget includes $350,000 for a replacement ladder truck. The City has applied and been approved for a CDBG grant in the amount of $143,000.00.

Item/Subject Summary: Staff has advertised for a pre-owned Custom Fire aerial apparatus.

Price/Cost:

Recommendation:

Bid Opening: July 15, 2014

NOTICE TO BIDDERS

The City of Clinton, Oklahoma is accepting bids for the purchase of a Pre-owned Custom Fire Aerial Apparatus to be delivered to the City of Clinton, Oklahoma. All bids are to be submitted in sealed envelopes clearly marked "FIRE AERIAL APPARATUS" to the office of the City Clerk, 415 Gary Blvd., P.O. Box 1177, Clinton, OK. 73601, no later than 5:30 P.M., Tuesday, July 15, 2014. Specifications can be obtained at the City Clerk's Office, City Hall, Clinton, Oklahoma, between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday. For additional information, please contact Fire Chief Randy Carpenter at 580-445-7000 or randy.carpenter@clintonok.gov

All bids must include the assurance that the following provisions will be complied with:

1. **Title VI of the Civil Rights Act of 1964;**
2. **Section 504 of the Rehabilitation Act of 1973, as amended;**
3. **Age Discrimination Act of 1975**
4. **Section 402, Veterans of Viet Nam Era;**
5. **Section 109, Housing and Community Development Act of 1974, as amended;**
6. **Certification of Non-Segregated Facilities, which assures the bidder does not maintain or provide any segregated facilities;**
7. **Equal Opportunity Provisions-Executive Order 11246, as amended, which assures non-discrimination;**
8. **Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned business and women-owned businesses to bid on the project.**

Bids will be publicly opened on Tuesday, July 15, 2014, at 5:30 P.M. The City reserves the right to reject any or all bids.

Clinton City Council

PLATFORM AERIAL BID SPECIFICATIONS

BID FORM

YEAR/MANUFACTURE:_____

AERIAL MAKE/ HEIGHT_____

PUMP MAKE/SIZE_____

TANK SIZE/MATERIAL _____

WARRANTY INCLUDED_____

WARRANTY AVAILABLE_____

DELIVERY DATE_____

BASE BID TO MEET ALL SPECIFICATIONS: $_____

ALTERNATES OR EXCEPTOINS:_____

_____

_____

TOTAL DELIVERED PRICE $_____-

COMPANY/PERSON PREPARING BID:_____

SIGNATURE OF BIDDER GUARANTEEING BID :_____-

The City reserves the right to accept or reject any or all options.

Final selection will be subject to city inspection.

All bids shall be equivalent to or greater that the specifications listed.

Bids Opening: July 15, 2014

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Signal Lights at 6th and Gary Boulevard

Staff Source: Lisa Anders

History/Background Information: Based on a traffic count in 2009 conducted by the Oklahoma Department of Transportation, the intersection of 6th and Gary Boulevard does not warrant a signal light. Currently the signal light is inoperable. Council had asked for estimates on repairs on the signal light.

Item/Subject Summary: Midstate Traffic Control has provided an estimate to repair the signal lights. They have also provided an estimate in removal of the lights as well as removal of the fire preemption pole.

Price/Cost: Repairs to existing signal lights: $39,375.00

Removal of Fire Preemption pole only - $4,000.00

Removal of signal lights at 6th and Gary Boulevard - $11,750.00

Removal of Fire pole and Signal lights at 6th and Gary Blvd. - $14,175.00

Recommendation:

MIDSTATE TRAFFIC CONTROL, INC.

Traffic Signals ★ Highway Signs ★ Highway Lighting
Barricades ★ Striping ★ Guardrail ★ Installations
Attenuating Systems ★ Sales ★ Rentals ★ Maintenance

FACSIMILE MESSAGE

Date: Monday, July 07, 2014

To: City of Clinton From: LEN SCANTLING

Attn: Monty Title: EXECUTIVE VICE PRESIDENT

Number of pages: 1 (including cover sheet)

Remarks:

Per our technician on his call to the intersection of Gary Blvd. & 6th St.

To get the signal back to full operation - $39,375.00

Remove fire preemption pole only - $4,000.00

Remove signal at intersection of Gary Blvd. & 6th St. only - $11,750.00

If we remove the fire signal and signal on 6th in one trip - $14,175.00

Please do not hesitate to call if you have any questions.

Len

Please notify us if all pages are not received or are unable to read clearly.

CONFIDENTIALITY NOTICE: The documents accompanying this telecopy transmission contains certain confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in the reliance of the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please notify us immediately by telephone to arrange for the return of the document (s) to us.

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Office: 405.751.6227
Fax: 405.751.8338
len@midstatetraffic.com

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Intergovernmental Agreement with Oklahoma Department of Transportation

Staff Source: Lisa Anders

History/Background Information: For a number of years the City of Clinton has entered into an agreement with ODOT for roadway maintenance on municipal streets which are the continuation of state or federal highways.

Item/Subject Summary: The agreement is for an amount not to exceed $50,000.00

Price/Cost:

Recommendation: Staff recommends approval of the Intergovernmental Agreement with Oklahoma Department of Transportaiton.

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
AND
THE CITY/TOWN OF CLINTON, OKLAHOMA

THIS Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation (hereinafter called the "DEPARTMENT") and the City/Town of Clinton, Oklahoma, (hereinafter called the "CITY/TOWN"), for the following intents and purposes:

WITNESSETH

WHEREAS, the DEPARTMENT is charged under the laws of the State of Oklahoma with the construction and maintenance of highways which are designated as a part of the State Highway System; and

WHEREAS, the DEPARTMENT, pursuant to Title 69 Oklahoma Statutes § 901, must pay for the maintenance of streets within cities and towns which such streets are the continuation of State or Federal highway; and

WHEREAS, reduced manning levels within the DEPARTMENT has caused a marked reduction in the availability of DEPARTMENT employees to perform maintenance on state highways; and

WHEREAS, the DEPARTMENT is authorized under the provisions of Title 69, Oklahoma Statutes § 1502 and Title 74, Oklahoma Statutes § 85.12 to contract for necessary services; and

WHEREAS, the CITY/TOWN has employees who have training and experience in maintenance of roadway surfaces; and

WHEREAS, the DEPARTMENT and the CITY/TOWN have agreed on terms under which CITY/TOWN employees will provide roadway maintenance on municipal streets which are continuations of State or Federal highways and the DEPARTMENT will reimburse the CITY/TOWN for the reasonable costs of such services and materials used in the performance of such maintenance.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the DEPARTMENT and the CITY/TOWN do hereby mutually promise and agree as follows:

SECTION 1 Purpose of the Agreement

The DEPARTMENT and the CITY/TOWN hereby agree that the CITY/TOWN will perform all routine maintenance of State or Federal highways within the corporate limits of such CITY/TOWN from curb line to curb line or where no curb exists from shoulder line to shoulder line when such State or Federal highways are continued as CITY/TOWN streets within the corporate limits of such CITY/TOWN.

SECTION 2 Scope of Services

The CITY/TOWN is to perform surface repair on all State or Federal highways within the corporate limits of such CITY/TOWN such as, but not limited to, concrete and asphalt patching, crack sealing and such other routine repairs as may be approved by the DEPARTMENT and as are within the capabilities of such CITY/TOWN and are necessary to maintain the appearance and serviceability of such highways, to prolong the interval between major repairs and to maximize the overall service life.

SECTION 3 Time for Performance

Unless terminated as provided in Section 7, the roadway maintenance to be provided by the CITY/TOWN shall be performed from time to time and as needed from the date of execution of this Agreement by the DEPARTMENT's Chief Engineer until the end of Fiscal Year 2015 but may be extended by a Supplemental Agreement for additional fiscal years by mutual agreement of the parties hereto.

SECTION 4 Compensation

The DEPARTMENT will compensate the CITY/TOWN for performance of roadway maintenance for actual costs for labor, to include the actual hourly pay rates plus additives of CITY/TOWN employees engaged in maintenance of streets subject to this Agreement during the time such employees are actually providing maintenance for such streets; equipment at an hourly rate will be determined at the maximum allowable FHWA rate as listed in the most current edition of the Rental Rate Blue Book, published by Equipment Watch for the type and year of the equipment actually used by the CITY/TOWN for maintenance of streets subject to this Agreement during the time such equipment is actually in use performing maintenance on streets subject to this Agreement; and the material at the CITY/TOWN's cost is evidenced by supply invoices for material actually used for maintenance of streets subject to this Agreement. Payment will be made monthly, in arrears, within forty-five (45) days of receipt of itemized invoice detailing costs for approved roadway maintenance.

SECTION 5 Travel

No reimbursable travel is contemplated under the terms of this Agreement.

SECTION 6 Dispute Resolution

Any dispute concerning a question of fact in connection with the work not disposed of by the Agreement between the parties hereto shall be referred to the DEPARTMENT's Director or his duly authorized representative for determination, whose decision in this matter shall be final and conclusive as the parties to this Agreement.

SECTION 7 Termination

This Agreement may be terminated upon thirty (30) days written notice by either the DEPARTMENT or the CITY/TOWN without fault. In the event of such termination the CITY/TOWN shall be entitled to compensation for the actual costs of labor, equipment, and material such are defined in Section 4 which may be used or expended for roadway maintenance services rendered prior to the date of termination.

SECTION 8 Hold Harmless Clause

The DEPARTMENT and the CITY/TOWN hereby mutually agree to indemnify and save harmless each and the other from any and all claims, suits in law or in equity, of any nature whatsoever, praying for any damages or otherwise giving from any alleged negligent act or omission of any of their respective employees or agents which may occur during the prosecution or the performance of this Agreement.

SECTION 9 Insurance

It is understood by the DEPARTMENT that the CITY/TOWN is self-insured and subject to the Governmental Tort Claims Act (51 O.S., § 151, et seq.) And will therefore, subject to any defenses, exemptions or limitations which may be available to the CITY/TOWN, provide workers' compensation, public liability and property damage protection for the CITY/TOWN and its employees and for the actions or omissions of those employees in accordance with the ordinances, rules and procedures of the CITY/TOWN as may be approved by its mayor and governing body.

SECTION 10 Non-Compensable Maintenance

The DEPARTMENT shall not compensate the CITY/TOWN for costs incurred in mowing the right-of-way or for striping for parking and miscellaneous markings, nor shall the DEPARTMENT pay for any maintenance on drainage systems and facilities, curbs, sidewalks or driveways, for any damage caused by drainage systems or utilities or for any maintenance performed outside of the curb of shoulder line on any roadway without curbs on any State or Federal highway which in continued as a municipal street within the CITY/TOWN.

SECTION 11 Major Repairs

The DEPARTMENT will perform major reconstruction or repair such as milling and overlay/resurfacing, widening, reconstructing, realignment and bridge structure repair on State and Federal highways continued as municipal streets within the CITY/TOWN.

SECTION 12 Reserved Maintenance

The DEPARTMENT will maintain all permanent signing adjacent to and roadway striping on the driving surface of municipal streets which are continuations of State or Federal highways within the CITY/TOWN.

SECTION 13 Departmental Authorization and Inspection

The CITY/TOWN must secure written authorization from the DEPARTMENT for all roadway maintenance prior to commencement of any maintenance for which reimbursement will be requested by the CITY/TOWN in accordance with terms of this Agreement. In emergency situations the CITY/TOWN may affect temporary or stabilizing repairs upon telephone authorization. Minor routine repairs such as small pothole patching may be performed throughout this Agreement period upon approval by DEPARTMENT of a CITY/TOWN maintenance program which includes methods and materials to be used for such repairs. The CITY/TOWN must notify the DEPARTMENT within forty-eight (48) hours of completion of any approved roadway maintenance activity in order that the department may inspect and accept the completed work prior to final reimbursement. Any work determined by the DEPARTMENT not to be in conformance with the DEPARTMENT standards of quality and workmanship will be corrected or removed and replaced at CITY/TOWN expense as directed by the DEPARTMENT field personnel.

SECTION 14 Traffic Control During Maintenance

The CITY/TOWN will provide appropriate temporary signage, barricades and channeling devices, markings, light devices and traffic control through work areas as are described and required by the Manual on Uniform Traffic Control Devices for maintenance and construction zones.

SECTION 15 Utilities

Roadway restoration necessitated by installation or repair of underground utilities is not maintenance within the contemplation of this Agreement and is not compensable. Utility permits must be obtained from DEPARTMENT for all utility associated work performed within the right-of-way limits before such work may commence.

SECTION 16 Authorization to Execute Agreement

The CITY/TOWN agrees that it will, by resolution of its governing body, duly authorizes the execution of this Agreement by proper officials, and will attach copies of such resolution to

this Agreement.

SECTION 17 Prior Understandings

This Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties. This Agreement is entered into for a total amount not to exceed Fifty Thousand Dollars ($50,000.00).

SECTION 18 Amendments of Modification of Agreement

No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by DEPARTMENT shall be effective unless reduced to writing and executed by the parties with same formalities as are observed in the execution of this Agreement.

SECTION 19 Records

The CITY/TOWN is to maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at its respective offices at all reasonable times, during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 20 Governing Law and Regulations

This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission.

SECTION 21 Notices

All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the Agreement shall be in writing and shall be deemed to have been properly given or sent:

(a) if intended for the DEPARTMENT, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to State at:

Oklahoma Department of Transportation
PO Box 1449
Clinton, OK 73601

(b) if intended for the CITY/TOWN, by mailing by first class mail or, if sender prefers,

by registered or certified mail, return receipt requested, with postage prepaid addressed to the CITY/TOWN at:

Lisa Anders, Acting City Manager
City of Clinton
PO Box 1177
Clinton, OK 73601

SECTION 22 Civil Rights Act of 1964

The CITY/TOWN agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. §252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

SECTION 23 Headings

Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

SECTION 24 Binding Effect

This Agreement shall be binding upon and insure to the benefit of the DEPARTMENT and the CITY/TOWN and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 25 Severability

If any provision, clause, or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses, or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 26 Effective Date

This Agreement shall become effective State Fiscal Year 2015 (July 1, 2014 through June 30, 2015).

IN WITNESS WHEREOF, _____
OF THE city/town of _____, has set this hand and seal this _____ day of _____, 2014.

CITY/TOWN OF _____

_____

ATTEST:

_____
CITY/TOWN Clerk

(SEAL)

Approved as to form and legality:

_____
CITY/TOWN Attorney

OKLAHOMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED APPROVAL:

_____
Brent Almquist, Div. 5 Engineer

_____
Kevin Bloss, State Maintenance Engineer

_____
Casey Shell, Chief Engineer

Approved as to form and legality:

_____
General Counsel

Approved:

_____
Paul Green, Director of Operations

PROFESSIONAL SERVICES AGREEMENT WITH COMMITTEE OF CONCERN, INC. dba MULTI-COUNTY YOUTH SERVICES FOR USE OF COMMUNITY INTERVENTION CENTER SERVICES

This agreement is made and entered into this _____ day of _____, 2014 by and between the City of Clinton, a municipal corporation, hereinafter referred to as "City" and Committee of Concern, Inc., dba Multi-County Youth Services hereinafter referred to as "MCYS". When references are made to both the City and MCYS, they will be referred to as "Parties."

WITNESSETH:

Whereas, 10A Okla. Stat.2-7-305 provides for Interlocal Agreements with the district courts allowing a municipality to assume jurisdiction for certain enumerated violations of municipal ordinances, including: vandalism, shoplifting, trespassing, assault, battery, assault and battery, truancy, curfew, possession of non intoxicating beverages, possession of alcoholic beverages, disorderly conduct, public intoxication, failure to appear for court appearance, or comply with a court order, and any other municipal ordinances as agreed by the district court, the district attorney and the municipality.

Whereas the City has executed a interlocal agreement with Custer County District Court and

Whereas, 10A Okla. Stat.2-7-305 further authorizes the City of Clinton to contract with an independent entity, public or private, certified by the Oklahoma Office of Juvenile Affairs, for purposes of assessment and processing of juveniles who are taken into custody for one or more of the alleged violations of a municipal ordinance or state statute.

Whereas, MCYS has secured the necessary certification required by 10A Okla. Stat.2-7-305 and the Parties are desirous of entering into an Agreement for the temporary holding, assessment, and processing of juveniles who are in police custody for all of the enumerated municipal or state violations allowed by law.

Now, therefore, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

ARTICLE I: TERM/RENEWAL

A. The term of the Agreement shall be effective the 1st day of July, 2014 at 12:01 a.m. through June 30, 2015. Thereafter, this agreement shall be automatically renewed for the successive one-year periods corresponding with the City's fiscal year.
B. This Agreement may be terminated by mutual consent or by either party, with our without cause, by giving thirty (30) days' written notice to the other Party.
C. Either party may request a modification of the Agreement by making a written request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of the negotiations concerning such amendment.

ARTICLE II: COMPENSATION

Under the terms of the Agreement, the City shall pay MCYS an amount of $20,000.00

ARTICLE III: SCOPE OF SERVICES

A. The purpose of this Agreement is to obtain the services of the Multi-County Youth Services Community Intervention Center, which has received the proper approval and certification by the Office of Juvenile Affairs as required by 10A Okla. Stat.2-7-305. The Community Intervention Center located in Clinton may serve additional communities in Western Oklahoma.

B. MCYS agrees that it shall take all necessary steps to comply with all requirements of 10A Okla. Stat.2-7-305 and all standards promulgated by the Oklahoma Office of Juvenile Affairs including:
   1. Once the juvenile is in custody of the city and taken to the CIC, MCYS shall take all reasonable steps to locate the child's parent, legal guardian, legal custodian, attorney, or other responsible adult. Once contact as been made, the juvenile shall be released to the personal custody of his or her parent, legal guardian, legal custodian, attorney, or other responsible adult as soon as practical and upon the written promise of such person to return said juvenile to the appropriate court of jurisdiction to answer the charges.
   2. The juvenile shall be held for no longer than is required for processing and assessment up to a maximum twenty-four (24) hours. If no parent, legal guardian, legal custodian, attorney, or other responsible adult appear for the release then custody of juvenile shall be handled pursuant to 10A Okla. Stat.2-7-305.
   3. MCYS shall provide adequate fresh drinking water, adequate food not less than three (3) times in a twenty-four-- (24) hour period, adequate bathroom facilities and bedding. The child's parent, legal guardian, legal custodian, or attorney shall be responsible for any health care costs incurred.
   4. MCYS shall not provide transportation for juveniles held at the CIC.

C. MCYS further agrees to:
   1. Communicate with the Municipal Court and the Police Department in order to ensure effective use of services.
   2. Conduct a brief assessment on each youth, collecting the following information:
      a) youth's current living situation and who has responsibility for meeting his/her basic needs
      b) youth's current education status (enrolled, attending, suspended, expelled, dropped out)
      c) indications that the youth is involved with illegal substances.
      d) signs that the youth is a victim of violence
      e) the initial assessment may result in a referral to another agency for more in-depth assessments.
   3. Collect demographic information and enter it into JOLTS (Juvenile On-Line Tracking System) when the system is capable of accepting the data. .
   4. Track the youth through the municipal court system and enter appropriate information into JOLTS.
   5. Maintain records in accordance with State Law and provide the municipality with monthly reports that include but are not limited to the following information:
      a) Number of juveniles handled from the City
      b) Operational issues of concern

D. MCYS agrees to comply with all Local, State and/or Federal requirements concerning operation of a Community Intervention Center for juveniles for the City of Clinton.

E. The City of Clinton agrees to:
   1. The City shall maintain an interlocal agreement with the District Court.
   2. The City shall enact an ordinance to fine parents who fail to have the juvenile appear in court or assume custody from the CIC in a timely manner according to 10A Okla. Stat.2-

7-305 To have all ordinances in place for the municipal court to handle 10A Okla. Stat.2-7-305 juvenile offenses.

3. Assure police department compliance with the criteria established for admission of juveniles to the Community Intervention Center.
4. Provide all necessary transportation of the juvenile while at the CIC.
5. Shall provide for any health care and treatment. The child's parent, legal guardian, legal custodian or attorney shall be responsible for any health care costs incurred.
6. Assist CIC staff in contacting parents who do not have a telephone.

ARTICLE IV: INDEPENDENT CONTRACTOR AND INSURANCE

This agreement shall not be construed as creating any agency or third party beneficiary agreements or liability in any form or manner whatsoever.

MCYS is an independent contractor and not an employee of the City of Clinton, and agrees to furnish the following certificate of insurance acceptable to the City, which shall be attached to this agreement.

1. Adequate Worker's Compensation coverage to comply with State laws and Employer's Liability Coverage in a minimum amount of $100,000.
2. Comprehensive Liability Coverage sufficient to meet the City's maximum liability under the Governmental Tort Claims Act, 51 Okla.Stat. 151 et seq. The Current minimum General Liability Coverage is $100,000 per person for bodily injury or death and $25,000 for property damage and $1,000,000 for any number of claims arising out of a single incident or occurrence.

ARTICLE V. INDEMNITY

MCYS hereby agrees to release, defend, indemnify and save harmless the City of Clinton its officers, agents, and employees from and against any and all loss or of damage to property, injury or death of any person or persons, and from and against any and all claims, damages, suits, costs, etc., in connection with any negligent acts of MCYS in connection with this Agreement. However, MCYS shall not be liable hereunder for any loss occurred by the negligent acts of the City of Clinton, its agents, or employees.

ARTICLE VI.

The Parties agree that MCYS may not assign its interest in this Agreement without prior written consent of the City.

In Witness Whereof, the Parties have executed this, Agreement by the signatures of the authorized persons listed as below set forth on the dates therein set out.

Committee of Concern, Inc. dba Multi-County Youth Services
Attest:

Yvonne Covey, Board President

Vice President

PASSED AND APPROVED by the Mayor and City Council of the City of Clinton, Oklahoma this _____ of June, 2014.
Attest:

Mayor

City Clerk

STATE OF OKLAHOMA

OFFICE OF JUVENILE AFFAIRS

Accountability, Protection, Prevention

FY2015 Contract for Community Intervention Center an Interlocal Agreement With Options to Renew for FY2016 and FY2017 Between OJA and

City of Clinton

T. Keith Wilson, Executive Director

Dennis Gober, Division Director Community-Based Youth Services Division

CRL2015/17-364, Master CRL2015-469

Attachment A Claim Form
Attachment B Budget form Base Year, Option Year 1, Option Year 2
Exhibit 1 = Primary Subcontract
Other Items w / Packet = OAC377:3-13-80 through 3-13-91 & Assignment Affidavit
Schedule A – Maximum Claim by Month

STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
COMMUNITY INTERVENTION CENTER
INTERLOCAL AGREEMENT

This agreement, consisting of 13 pages and Attachments (the "Contract"), is hereby made between the State of Oklahoma Office of Juvenile Affairs ("OJA"), and

City of Clinton
PO Box 1177
Clinton, OK 73601-1177

(the "Contractor"), and constitutes the entire agreement between OJA and Contractor and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, pursuant to 10A O.S. §2-7-305.D.2, the Community Intervention Center (CIC) shall serve as a short-term reception facility to receive and hold juveniles, hereinafter also referred to as the "Service Recipient", who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law and for whom detention is inappropriate or unavailable.

WHEREAS, the Oklahoma Legislature, at 10A O.S. §2-7-301(A)(1), has authorized and mandated that OJA is the state planning and coordinating agency for juvenile justice and delinquency prevention services; and

WHEREAS, pursuant to 10A O.S. §2-7-305(A), OJA is authorized to enter into agreements to establish or maintain such centers which may be financed out of local, state and federal monies; and

WHEREAS, certain juveniles who come into contact with law enforcement are not eligible for detention pursuant to 10A O.S. §2-3-101; and

WHEREAS, the Legislature has mandated at 10A O.S. §2-7-305(D)(1), for the CICs to be established pursuant to interlocal agreements between one or more municipalities and OJA; and

WHEREAS, pursuant to 10A O.S. §2-7-305(D)(1), the program for the establishment of CICs allows selection of a service provider by the municipality, with the approval of OJA.

NOW THEREFORE, the parties agree as follows:

I. CONTRACT PERIOD

The term of the Contract shall be effective from the latter of July 1, 2014, or date of execution, to June 30, 2015, with option to renew for two consecutive 12-month periods. Work done before the effective date of the Contract is at the Contractor's risk.

A. Renewal Process

Renewals shall be at the same terms and conditions as set forth by Contract. The

option to renew will be exercised by OJA by issuance of a change order. If Contractor does not wish to renew the contract, OJA must be notified in writing at least 30 days prior to end of the contract period. If it is necessary to modify the contract, OJA may issue a modification either prior to or in conjunction with the renewal. Modifications shall require a bilateral agreement whereas renewals do not. Prior to issuance of a Purchase Order for the base year or change orders for option years, OJA must receive a budget for the term that is about to commence.

II. COMPENSATION

For and in consideration of the performance of the Contract by Contractor, OJA agrees to pay an amount, including travel expenses, not to exceed **Sixty Eight Thousand Nine Hundred Fifty Dollars and No Cents ($68,950.00)**, for the cost incurred while performing the services agreed upon herein. Payments will be made to Contractor upon receipt by OJA of properly completed invoices. Billings shall be submitted in the format and in accordance with procedures prescribed by OJA. Attached hereto as Attachment A is a copy of the present format prescribed by OJA. By law, OJA cannot pay in advance of receipt of services.

In the event that any cost item claimed by Contractor is subsequently disallowed by OJA, Contractor shall repay OJA on demand the amount of such disallowed claim. At the discretion of OJA, it may deduct from subsequent payments to Contractor the amount of any disallowed claim, without prejudice to Contractor to contest such deduction and to establish the allowability of such cost item.

Invoices shall be submitted to OJA by the 20th day of the month for expenditures which occurred in the preceding month.

Contractor shall attach to the Contract a program budget using the format represented by Attachment B prior to returning the Contract to OJA for execution for the base year contract. On or before May 31, Contractor shall submit to OJA an Attachment B for any option year exercised by OJA.

A. Monthly Claim Limits

Because of budget constraints and cash flow issues for State Agencies, compensation issued under this contract shall be limited based on the terms of the document listed as "Schedule A" which is attached and made part of this contract. This Schedule lists the maximum allowable (the not-to-exceed amount) claim by month. The Schedule's purpose is to allow reasonable access to funding for this Contract without hampering OJA's ability to meet monthly obligations due to changing state appropriations allocation. The Schedule provides that 25% of the contract's funding be made available in the first month. For each month thereafter an additional 6.75% will be made available, except that during the last month, the remainder of the funding (7.5%) shall be available. These percentages are cumulative and unused funding carries over from month to month. Any expenditure exceeding the accumulated monthly allotment will not be paid by OJA without written approval of the Director of CBYS.

B. **Supporting Documentation**

Supporting and verifying documentation shall be submitted monthly with the invoice for expenditures which occurred in the preceding month. This documentation shall include, but not be limited to, the following:

1. Actual payroll expenses for each CIC employee, which shall include payroll registers and time sheets.
2. Actual payroll expenses for each administrative employee along with the basis for the proportionate share.
3. Copies of invoices for contractual services and supplies.
4. The basis for any applicable pro rata share of operational expenses (utilities, rent, insurance, and similar expenses).
5. All costs associated with training and development.
6. Claims for travel reimbursements.
7. Copies of invoices for equipment purchases.

III. GENERAL TERMS AND CONDITIONS

A. **Appeal**

In the event any audit resolution, review, monitoring, or oversight results in the determination that OJA has overpaid Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the OJA Executive Director. OJA will consider the appeal before final action or reimbursement is sought by OJA. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.

B. **Assignment and Subcontracting**

1. Assignment

Contractor understands and agrees that the services required under the Contract cannot be assigned or transferred without the appropriate OJA division administrator or designee's written authorization.

2. Subcontracting

Contractor must notify the appropriate OJA division administrator or designee in writing of any subcontracting, in whole or in part, of services required under the Contract at least 30 calendar days prior to the effective date of the subcontract. Contractor shall supply OJA with a copy of any subcontract issued at time of notification. The terms of the Contract shall be included in any subcontract. Subcontracts shall provide that OJA shall have authority to directly monitor the subcontractor's compliance with the terms of the subcontracts.

The existence of a subcontract shall not relieve Contractor of any responsibility for performing the Contract.

Subcontract Modification

Any change to a Contractor's subcontract shall be treated as a new subcontract and the above requirements of Part 2. "Subcontracting" apply.

C. **Audit**

1. Federal Funds

Organizations that expend $500,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with OMB Circular A-133, (June 26, 2003 Revision), "Audits of States, Local Governments and Non-Profit Organizations," pursuant to the *Single Audit Act of 1984*, 31 U.S.C. §§ 7501-7507 (Pub.L. 98-502, Oct. 19, 1984, 98 Stat. 2327), and subsequent amendments thereto.

Audit fees for the Contractor and/or its subcontractors expending less than $500,000 in federal funds will not be an allowable cost to a federal award unless the audit is arranged for and paid for by OJA or a pass-through agency.

2. State Funds

Corporations, both for-profit and non-profit, and governmental entities that receive $50,000 or more in a year in state funds from OJA shall have a certified independent audit of its operations conducted in accordance with Government Audit Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of Awards listing all state and federal funds by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source.

3. Auditor Approval and Audit Distribution

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. OJA retains the authority to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Office of Juvenile Affairs - Contracts Unit P.O. Box 268812, Oklahoma City, Oklahoma 73126-8812, with a copy, if applicable, of the management letter to all audit findings within 120 days of the Contractor's fiscal year end. Contractor shall submit a copy of the corrective action plan to all audit findings within 60 days of the audit submission to OJA. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed in this paragraph for an extension citing the reason for the delay. OJA reserves the right to suspend payment to the Contractor for costs owed pursuant to the Contract if OJA has not received the Contractor's audit for the previous fiscal year.

Choice of Law

Any claims, disputes, or litigation relating to the solicitation execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

D. **Choice of Venue**

The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by OJA or the Contractor to enforce or to interpret provisions of the Contract.

E. **Civil Rights**

Contractor shall at all times comply (and will require any subcontractors to comply) with any applicable statutorily imposed nondiscrimination requirements. Contractor further agrees to comply with applicable terms of the following specific statutes, regulations and executive orders:

a *Omnibus Crime Control and Safe Streets Act of 1968* (OCCSSA), Pub.L. 90-351, June 19, 1968, 82 Stat. 197

b *The Victims of Crime Act of 1984*, Pub.L. 98-473, Title II, ch. XIV, Oct. 12, 1984, 98 Stat. 2170

c *The Juvenile Justice and Delinquency Prevention Act of 2002*, Pub.L. 107-273, Div. C, Title II, Subtitle B §§ 12201 to 12223, Nov. 2, 116 Stat. 1869

d *The Civil Rights Act of 1964*, Pub.L. 88-352, July 2, 1964, 78 Stat. 241

e *The Rehabilitation Act of 1973*, Pub.L. 93-112, Sept. 26, 1973, 87 Stat. 355

f *The Americans with Disabilities Act of 1990*, Pub.L. 101-336, July 26, 1990, 104 Stat. 327

g *The Education Amendments of 1972*, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;

h *The Age Discrimination Act of 1975*, Pub.L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728

i *Equal Treatment for Faith-Based Organizations*, 28 C.F.R. §§38.1 and 38.2; *see* Exec. Order No. 13279, amended by Exec. Order no. 13403, equal protection of the laws for faith-based and community organizations.

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, national origin, or sex (after a due process hearing) against Contractor or a Subcontractor, Contractor will forward a copy of the finding to OJA to be forwarded to the United States Department of Justice.

Contractor also agrees to immediately notify the OJA Advocate General of any and all civil rights complaint(s) by persons receiving services under the Contract, whether pursuant to the foregoing statutes and regulations, or pursuant to applicable state

laws; and further, Contractor agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s).

F. **Compliance with Laws, Statutes, and Regulations**

Contractor and any subcontractors shall comply with all applicable state and federal laws including any regulations and rules promulgated by any governmental authorities and which are applicable to the Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by OJA.

G. **Contract Modification**

Any modification or amendments to the Contract must be in writing, agreed to by both parties, and approved by the awarding state agency.

H. **Debarment / Suspension**

In accordance with 31 U.S.C. §1352 (a)(1) and Exec. Order No. 12549, 51 Fed. Reg. 6370 (Feb. 18, 1986), Contractor certifies that neither it nor its principals are presently or have in the last three (3) years been debarred, suspended, proposed for debarment, declared ineligible to participate in federal programs by any federal department or agency, or convicted of a fraud-related crime.

I. **Drug-Free Work Place**

Contractor also agrees that the Contractor and its employees and agents will not engage in or allow the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while performing under the Contract. The Contractor agrees to require all subcontractors under the Contract to abide by this provision.

Unless prohibited by law, Contractor must maintain a policy for testing employees for the use of alcohol and illegal drugs consistent with OJA's rules, policies and procedures for drug and alcohol testing.

J. **Duplicate Billing Prohibition**

Contractor shall not bill OJA for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from OJA or another source. Contractor may seek additional funding from another source to enhance the services for which OJA is providing compensation.

K. **Employment Relationship**

The Contract does not create an employment relationship. Contractor's employees shall not be considered employees of OJA for any purpose.

L. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Contractor, its agents, vendors, officers and employees, acknowledges that it may have, or may obtain, access to confidential protected health information, including, but not limited to individually identifiable health information. Contractor may use

the protected health information solely to perform its duties and responsibilities under the Contract. Contractor shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the *Health Insurance Portability and Accountability Act of 1996* (HIPAA), Pub.L. 104-191, Aug. 21, 1996, 110 Stat. 1936, as it may be amended.

M. **Indemnity**

Unless prohibited by Article 10 of the Oklahoma Constitution and Title 51 O.S. § 151 d *et seq*, Oklahoma's Governmental Tort Claim Act, Contractor agrees to the extent allowed by law, to indemnify and hold OJA harmless against any and all bodily injuries and property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of the Contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, to the extent allowed by law, Contractor shall indemnify and hold OJA harmless under the Contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under the Contract shall indemnify and hold OJA harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from the subcontractor's actions, inaction, or other conduct related to or arising from the Contract.

N. **Monitoring and Financial Compliance Review**

OJA, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under the Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by OJA, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. OJA shall have access to and the authority to examine and copy all records related to the Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by Contractor. OJA will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

OJA will complete a performance evaluation at the end of the contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S. § 85.41B.

O. **Oklahoma Taxpayer and Citizen Protection Act of 2007**

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with 25

O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

P. **Prior Unmet Contractual Obligations**

Under the Contract, OJA has the authority to suspend payment to Contractor in the event the Contractor has not met its contractual obligations for submission of reports, schedules, audits or other documentation required by a prior year's contract. Such suspension of payments to the Contractor shall continue until such required documents are received by OJA.

Q. **Records**

As used in this clause, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Contractor agrees any pertinent State or Federal agency has the authority to examine and audit all records relevant to performance of the Contract. The Contractor is required to retain all records relative to the Contract for the duration of the Contract term and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year retention period whichever is later.

R. **Severability**

If any provision under this agreement 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 agreement or its application that can be given effect without the invalid provision or application.

S. **Termination**

Either party may terminate the Contract by giving the other party thirty (30) days' written notice of the termination.

T. **Termination for Cause**

If Contractor fails to comply with the terms and conditions herein, OJA may, upon written notice of such noncompliance transmitted via Certified Mail or personal delivery to Contractor, cancel the Contract effective upon Contractor's receipt of notice as evidenced by proof of delivery. Such cancellation shall be in addition to any other rights and remedies provided by law. If the Contract is terminated, then the State shall be liable only for payment under the payment provisions of the Contract for goods and services rendered before the effective date of termination.

In the event a Notice of Cancellation is issued, Contractor shall have the right to

request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Office of Management and Enterprise Services (OMES), Division of Capital Assets Management (DCAM), Central Purchasing Division.

U. **Termination/ Contract Reduction Due to Lack of Funding**

OJA may terminate the Contract in the event that OJA is not granted funding to pay for the services herein described or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of OJA. OJA shall notify Contractor of any such termination, by certified mail, return receipt requested, or in person with proof of delivery. The effective date of termination shall be specified in the notice.

In the event OJA experiences a budget reduction for any reason or experiences a revenue failure or reallocates funding at its discretion, OJA may reduce the Contract. Notice of such reduction shall be sent in writing to the Contractor.

V. **Unallowable Costs**

In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended OJA funds on unallowable costs on this or any previous contract, Contractor shall reimburse OJA in full for all such costs on demand. OJA may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

IV. SPECIAL TERMS AND CONDITIONS

A. **Access to Services**

Contractor shall not restrict access to services under this contract based on the service recipient's inability or refusal to pay for such services.

B. **Client Confidentiality**

Contractor shall comply with OJA's requirement regarding the absolute protection, use of, and release of personal client information consistent with 10A O.S. §2-6-102 and OJA Rule 377:10-1-7 and professional standards. Further, Contractor agrees to hold confidential all personal information about clients served under this contract, including lists of names, addresses, photographs, evaluations, and all other records about the client.

C. **Liability Insurance**

If Contractor is a self-insured municipal corporation which pays approved damages claims from its sinking fund under Article 10, Oklahoma Constitution, § 28, and 62 O.S. § 431, and as such is not required to purchase liability insurance, the parties agree that Contractor must require any subcontractor under this Interlocal Agreement to obtain liability insurance from an insurance carrier acceptable to OJA in a minimum amount of one million dollars ($1,000,000.00) to insure against claims for

bodily injury, property damage, civil rights actions, or other actions or claims arising from or resulting from this Interlocal Agreement, and that any subcontractor will provide a certificate of insurance to OJA prior to commencing any services or other work under the subcontract. The required insurance policy must contain a provision that OJA will be notified at least thirty (30) days prior to the cancellation or other termination of the insurance policy for any reason and within 30 days of lapse for nonpayment.

D. **Lobbying**

Contractor certifies that neither state nor federal funds have been or will be used to influence the award of the Contract.

E. **Nepotism**

Contractor and/or Contractor's governing board or body agrees to disclose any existing situations of nepotism within the organization and receive written prior approval of any hiring that involves nepotism. Nepotism is defined as occupying a position within a relative's line of authority or chain of command; or two or more relatives reporting to the same immediate supervisor. Contractor shall disclose any other situations that might fairly represent a conflict of interest. Nepotism situations include, but are not limited to: renting or leasing; staffing; board membership; contracted services; acquisition of real property and equipment; client-staff relationships; board membership to staff employment; auditing and other situations which might fairly represent a conflict of interest.

F. **Ownership of Equipment**.

Any equipment or other tangible object approved by OJA to be purchased with the funds provided through the contract shall be the property of OJA, and shall be held, maintained, and safeguarded by Contractor for the benefit of OJA. Upon termination or upon notice that the Contract will not be renewed or extended, for whatever reason, Contractor shall return such equipment or materials within fifteen (15) days at the Contractor's sole cost and expense. Contractor shall return the equipment to OJA's State Office during normal business hours, with at least 24 hours written notice. Contractor shall submit a complete inventory listing of all equipment purchased with CIC contract funds. The final claim of the fiscal year shall not be processed until submission of the inventory listing. Any equipment purchased with these funds shall be marked as "Property of the Office of Juvenile Affairs."

If Contractor is not a self-insured municipal corporation, Contractor must obtain insurance for damage or loss to such property for the benefit of OJA.

The parties further agree that any subcontract under this Interlocal Agreement must contain a requirement that any subcontractor must insure all property described in this Subsection and provide to OJA documentation which evidences the existence and amount of such insurance, along with the agreement of the insurance company that it will notify OJA at least thirty (30) days before non-renewal or within 30 days of lapse of such insurance for any reason or Contractor agrees hereby to pay OJA for any

damage or loss to such property.

G. **Prior OJA Employment**

Contractor hereby certifies that no members of its board or officers are former OJA employees who were employed by OJA during the prior 12 months.

H. **Reporting Child Abuse**

Contractor shall comply with the Oklahoma Children's Code, Title 10A O.S. §1-2-101 *et seq.* regarding the reporting of child abuse or neglect. If Contractor knows or has reason to believe or reason to suspect any juvenile has been subject to abuse or neglect by any person, Contractor must immediately report the matter to the Department of Human Services Office of Client Advocacy at 1-800-522-8014 and to the OJA Advocate General at (405) 530-2939. Failure to report is a violation of Oklahoma law and is subject to prosecution. Failure to report suspected or actual abuse or neglect or failure to cooperate in investigations of abuse or neglect may result in immediate cancellation of the Contract at the sole discretion of OJA.

I. **Taxes**

Contractor shall be responsible for paying all current and applicable city, county, state and federal taxes, licenses and assessments due, including without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and the State Unemployment Tax Acts and Worker's Compensation Insurance Laws. This does not prohibit OJA from reimbursing Contractor for any such allowable costs that are specifically identified in the budget approved by OJA.

V. SERVICES TO BE PROVIDED

A. **Facility Requirements**

This CIC shall be community-based and operational twenty-four (24) hours a day, seven (7) days a week.

A juvenile held at the CIC shall not be isolated from the common areas of the facility except for short-term protective holding due to combative or self-destructive behavior on the part of the juvenile.

B. **Program Requirements**

Contractor shall provide a full service CIC facility and full CIC services as required in OAC 377: Chapter 3, Subchapter 13, Part 7, "OAC 377:3-13-80 through 3-13-91" *Requirement for Community Intervention Centers.*

C. **Juvenile Online Tracking System**

The Juvenile On-line Tracking System (JOLTS), designed by OJA, is a statewide management information system for all programs and services which are administered by or contracted by OJA, related to children, youth and their families. Among other purposes, OJA utilizes information obtained through JOLTS to fulfill its statutory duty to provide annual reports pertaining to programs and services.

As an integral component of Oklahoma's juvenile justice system, Contractor shall be on-line with JOLTS and shall enter case specific data on JOLTS referencing every client served during this contract period. OJA, through the staff of the Information Technology Unit (IT), will provide JOLTS classroom training up to twice during the contract year upon Contractor's request; on-line JOLTS training; and JOLTS help desk support eight (8) hours a day, Monday through Friday.

Contractor's entry of client specific data on JOLTS shall reference the following categories of information:

1. Adding juvenile file if juvenile does not exist within JOLTS.
2. Adding referral information and updating demographic information.
3. Adding and updating CIC screening information, if any.
4. Adding and updating CIC admission information.
5. Adding and updating CIC release information.
6. Contractor data entry on JOLTS will be monitored from time to time by OJA with regard to determining timeliness, accuracy and completeness.

a. Timeliness: Contractor shall perform data entry on JOLTS within three (3) days from time of admission or release from Community Intervention Center services with reference to the information categories described above. Accuracy: JOLTS data entered by Contractor shall concur with Contractor case files with regard to demographic information, referral dates and service dates and hours and minutes of services.

b. Completeness: JOLTS data entered by Contractor shall constitute a complete log of all clients served by all programs and services described by the Contract and shall concur with Contractor case files with regard to all clients served by all programs and services during the Contract. Any difficulty with data entry on JOLTS or with accessing on-line JOLTS capability shall be immediately reported by Contractor to the Information Technology Department of OJA by sending an email describing the problem including contact information to helpdesk@oja.ok.gov.If unable to email, problems may be reported by phone using the following phone numbers: (405) 530-2840 or 1-800-458-1632. Certification

Any CIC established under the Contract must obtain and keep in force a certification issued by OJA. Such certification and the standards necessary for certification shall be established by rules promulgated by OJA.

D. **Location of Services**

600 Avant, Clinton, OK 73601

VI. SIGNATURE

For the faithful performance of the terms of the Contract the parties hereto in their capacities as stated, affix their signatures.

OFFICE OF JUVENILE AFFAIRS

By:_____
T. Keith Wilson
Executive Director

Date:_____

Approved as to form:

_____
Assistant Attorney General Date

City of Clinton

By:_____
Mayor Date

_____
Print Name

Approved as to form and legality on behalf of the City this _____ day of _____, 20___.

_____
City Attorney

_____
Print Name

ATTEST:

By:_____

_____
City Clerk

Memorandum

To: Mayor and Council

CC:

From: Lisa Anders, Interim City Manager

Date: 07/11/2014 Lisa Anders

Re: Charter Changes regarding Municipal Elections

I met with Custer County Election Board Secretary Ann Brown to discuss options for changing filing times and elections for municipal elections. She explained that due to the Uniformed and Overseas Citizens Absentee Voting Act, the filing periods and elections have longer durations. The guidelines for elections are different for even years and odd years so for this reason it was suggested that if changes are made to the charter that they be of a more generic nature rather than a specific date.

One option we discussed was having the filing period in June, the Primary Election on the last Tuesday in August, if needed and the General Election in November. These dates would coincide with other elections and therefore share the cost of the election with other entities. She said that on rare occasions would the City be the only election and would be responsible for the full cost of the election. Our charter sets the date that the Mayor and/or Council member would take office so that could be addressed in the charter change.

If you choose to proceed with a charter change, a resolution has to be filed with the election Board 75 days before the election on November 4, 2014. The resolution could be placed on the August 5th or August 19th agenda since it would be due on August 20th to meet the deadline.

ARTICLE 6. NOMINATIONS AND ELECTIONS

Overlapping Terms Of Two Years; Mayor Nominated And Elected At Large; Other Councilmen Nominated And Elected By Wards; Nonpartisan Elections

Section 6-1. At the elections in 1962 and in every even-numbered year thereafter, the mayor, the councilman from ward two, and the councilman from ward four shall be elected. At the elections in 1963 and in every odd-numbered year thereafter, the councilman from ward one and the councilman from ward three shall be elected. The mayor and other councilmen shall serve for terms of two years beginning at 7:30 o'clock P.M. on the second Tuesday in April in the respective years when they are elected. If the mayor-elect or a councilman-elect fails to qualify within one month thereafter, his office shall become vacant, and the vacancy shall be filled as other vacancies in the council are filled.

The candidates for mayor shall be nominated, and the mayor shall be elected, at large, by the qualified electors of the entire city. Candidates for councilmen from the wards must be qualified electors of their respective wards. Candidates for councilmen from the wards shall be nominated, and councilmen from the wards shall be elected, by the qualified electors of their respective wards.

Both the primary and the general election shall be nonpartisan; and no party designation or emblem shall be placed on the ballots. (Charter, eff. 4-9-1962)

Primary Election: Filing

Section 6-2. Any qualified candidate shall have his or her name placed on the ballot for the primary election as a candidate for mayor or councilman by filing a sworn declaration of candidacy with the county election board during the filing period set by resolution of the council. The filing period shall conform as nearly as practical to state law and shall not begin less than fifteen (15) days from the date the resolution is submitted to the county election board and end no less than forty five (45) days from the date of the primary election.

Primary Election: Time, Etc.

Section 6-3. A primary election shall be held every year on the Tuesday in August set by state law for special election and of every year thereafter to nominate candidates for the offices on the council the terms of which are expiring. If only one person is a candidate for an office to be filled, he shall

be not only nominated, but also elected ipso facto; and his name shall not appear on the primary or general election ballot. Should there be only two candidates for an office to be filed, their names will be placed on the November general election ballot and the names will not appear on the August primary ballot. (Res. 731, 1-18-2005, election 3-15-2005, eff. 3-18-2005)

Primary Election: Who Nominated Or Elected

Section 6-4. In a primary election, the two candidates for each office to be filled receiving the greatest number of votes for that office, shall be nominated; and only their names shall appear on the general election ballot. If one of the candidates for an office receives a majority of all votes cast for all candidates for that office, he alone shall be not only nominated, but also elected ipso facto; and his name shall not appear on the ballot for the general election. In case of failure to nominate one or both candidates for an office because of a tie, the nominee or nominees shall be determined from among those tying, fairly by lot, by the county election board in a public meeting. If one of the two candidates for an office nominated in a primary election dies or withdraws before the general election, the remaining candidate shall be elected ipso facto; and his name need not appear on the ballot for the general election. (Charter, eff. 4-9-1962)

General Election: Time, Who Elected

Section 6-5. A general election shall be held in the city on the Tuesday in November set by state law for special election to elect the councilmen to succeed those whose terms are expiring. The candidate for each office receiving the greater number of votes shall be elected. In case of a tie, the election shall be determined, fairly by lot, by the county election board in a public meeting. (Res. 731, 1-18-2005, election 3-15-2005, eff. 3-18-2005)

Primary And General Elections: When Not Held

Section 6-6. If there are no candidates and no questions to be voted upon at a primary or general election, the election shall not be held.

Registered Qualified Electors

Section 6-7. Only electors residing in this city who have the qualifications prescribed for electors by the state constitution and law, and who are registered as may be required by law, may vote in city elections.

Election Dates for 2014

Election Date	Election Type	Resolution Due	Registration Deadline
January 14, 2014 (second Tuesday)	Special Elections	November 14, 2013 (60 days before election)	December 20, 2013
February 11, 2014 (second Tuesday)	Annual School Elections Special Elections	November 15, 2013 (15 days before filing) December 12, 2013 (60 days before election)	January 17, 2014
March 4, 2014 (first Tuesday)	Special Elections	January 2, 2014 (60 days before election)	February 7, 2014
April 1, 2014 (first Tuesday)	Annual School Runoff Election Special Elections	 January 30, 2014 (60 days before election)	March 7, 2014
May, 2014	No elections allowed	No elections allowed	No elections allowed
June 24, 2014 (last Tuesday)	Primary Election Special Elections	 April 9, 2014 * (75 days before election)	May 30, 2014
July, 2014	No elections allowed	No elections allowed	No elections allowed
August 26, 2014 (fourth Tuesday)	Runoff Primary Election Special Elections	 June 11, 2014* (75 days before election)	August 1, 2014
September, 2014	No elections allowed	No elections allowed	No elections allowed
October, 2014	No elections allowed	No elections allowed	No elections allowed
November 4, 2014 (first Tuesday after first Monday)	General Election Special Elections	 August 20, 2014* (75 days before election)	October 10, 2014
December, 2014	No elections allowed	No elections allowed	No elections allowed

* Regular or special candidate filing periods required for county, school district, or municipal offices for regular or special elections scheduled on the dates of the Primary, Runoff Primary, or General Election must be conducted within the following time frames:

Primary: April 10 – April 19 Runoff Primary: June 11 – 21 General: August 21 – August 30

Election Dates for 2015

Election Date	Election Type	Resolution Due	Voter Registration Deadline
January 13, 2015 (second Tuesday)	Special Elections	November 13, 2014 (60 Days before election)	December 19, 2014
February 10, 2015 (second Tuesday)	Annual School Elections Regular Municipal Primary Elections (Partisan) Special Elections	November 14, 2014 (15 days before filing) November 14, 2014 (15 days before filing) December 11, 2014 (60 Days before election)	January 16, 2015
March 3, 2015 (first Tuesday)	Special Elections	December 31, 2014 (60 Days before election)	February 6, 2015
April 7, 2015 (first Tuesday)	Annual School Runoff Elections Regular Municipal General Elections Special Elections	January 16, 2015 (15 days before filing) February 5, 2015 (60 Days before election)	March 13, 2015
May 12, 2015 (second Tuesday)	Special Elections	March 12, 2015 (60 Days before election)	April 17, 2015
June 9, 2015 (second Tuesday)	Special Elections	April 9, 2015 (60 Days before election)	May 15, 2015
July 14, 2015 (second Tuesday)	Special Elections	May 14, 2015 (60 Days before election)	June 19, 2015
August 11, 2015 (second Tuesday)	Special Elections	June 11, 2015 (60 Days before election)	July 17, 2015
September 8, 2015 (second Tuesday)	Special Elections	July 9, 2015 (60 Days before election)	August 14, 2015
October 13, 2015 (second Tuesday)	Special Elections	August 13, 2015 (60 Days before election)	September 18, 2015
November 10, 2015 (second Tuesday)	Special Elections	September 10, 2015 (60 Days before election)	October 16, 2015
December, 2015*	No elections allowed*	No elections allowed*	No elections allowed*

*A municipality with population in excess of 250,000, according to the most recent federal census, is permitted to hold an election on the second Tuesday in December. No other entity may hold an election in December.