(This item is placed on the agenda so the Clinton City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.)

PUBLIC NOTICE OF A SPECIAL MEETING
OF THE CITY COUNCIL
TUESDAY, OCTOBER 12, 2021 AT 4:00 PM
CLINTON CITY HALL

AGENDA

Source listing: 10/12/21 Special Meetings
Original source: https://agendas.clintonok.gov/archive/2021/101221/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/101221/SPMT101221.htm

1. CALL TO ORDER, OPENING PRAYER/PLEDGE OF ALLEGIANCE

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Acceptance of Contract 18344 CDBG-CIP-21

    B. Administrative Contract Agreement with SWODA Contract 18344 CDBG-CIP-21

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Presentation by Bluepeak Representative Desi Stoops Regarding “Closing the Broadband Divide in Western Oklahoma”.

4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

5. COUNCIL COMMENTS

6. CITY MANAGER’S COMMENTS

7. AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)

8. ADJOURN

Filed this 7th Day of October, 2021. Posted on the bulletin board in the lobby of the Clinton City Hall on October 7, 2021 at 3:30 p.m.

Clinton, City of

CDBG-CIP-2021-CLINTON CI-00100

Contract Part I: 18344 CDBGCIP 21

FAIN #: B-21-DC-40-0001

UEI #:

FEI #: 736005149

CONTRACT PART I SUMMARY AND SIGNATURES

Contracting Agency:	Oklahoma Department of CommerceState of Oklahoma (ODOC)
Contractor:	City of Clinton
Contract Title:	ODOC Community Development Block Grant
Contract Number: 18344 CDBGCIP 21	18344 CDBGCIP 21
Federal Amount:	$0
Match Amount:	$0
Contract Amount:	$40,000.00
Research and Development:	
Indirect Cost Rate:	19.75
Grant Award Amount - This Action:	$40,000.00
Total Committed:	$40,000.00
Total Obligated:	$40,000.00
Source:	U.S. Department of Housing and Urban Development (HUD) Catalog of Federal Domestic Assistance (CFDA) Number 14.228
Project Funding Period:	October 4, 2021 through October 3, 2023
Federal Award Period:	July 30, 2021 through July 29, 2028
Summary of Project	

Budget Summary Funds	
Construction -	$0
Engineering/Architect -	$0
Inspection -	$0
Other -	$0
Public Facilities Admin -	$0
Direct Grantee Admin -	
Planning -	
TOTAL CDBG -	$0
TOTAL LEVERAGE -	$0
TOTAL FUNDS -	$40,000.00

Submit Requisitions to:
Community Development
Oklahoma Department of Commerce
900 North Stiles

Issue Payment To:
City of Clinton
P. O. Box 1177
Clinton, OK 73601-1177

Clinton, City of

CDBG-CIP-2021-CLINTON CI-00100

Contract Part I: 18344 CDBGCIP 21

Oklahoma City, OK 73104-3234

AGREEMENT COMPONENTS: Part I - Summary and Signatures Part II - Terms and Conditions

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT

The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.

I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by:City of Clinton	Executed by:Oklahoma Department of Commerce
Signature of Authorized Official	Signature of Authorized ODOC Official
Date	Date

CAPITAL IMPROVEMENT PLAN (CIP)
ADMINISTRATIVE CONTRACT AGREEMENT

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

Contract Date

This contract shall become effective the 4th day of October 2021 and shall be in effect through the 3rd day of October 2023, or until contract completion.

Scope of Services

The Contractor agrees to: Contract# 18344 CDBG-CIP 21

1. Review inventory of Capital assets of the City of Clinton.
2. Complete analysis of the results of the inventory of assets.
3. Develop Capital Improvement Plan for the City of Clinton and prepare the city's Plan for inclusion in the Regional CIP.
4. Printed maps will include two (2) copies of each: water, sewer, transportation, public safety departments.
5. SWODA will provide the City with an ARCG-GIS link that will enable the City to have access to the online digital version of maps listed above. **Additional copies of maps and any maps laminated and mounted on foam-core board are available upon request and will be at the expense of the requesting entity.**

Compensation and Method of Payment

The City agrees to pay the Contractor:

1. $30,000.00 for Review of Inventory of Assets Including Digital Mapping Requirements
2. $5,000.00 for Analysis of Plan
3. $5,000.00 for Plan Development

EXECUTION OF CONTRACT – SIGNATURES

EXECUTED BY:	**EXECUTED BY:**
CITY OF CLINTON, OKLAHOMA	**SOUTH WESTERN OKLAHOMA DEVELOPMENT AUTHORITY**
_____	_____
David Berrong, Mayor	Debora Glasgow, Executive Director
_____	_____
Date	Date

ATTEST:

_____
Clerk

(SEAL)

Subcontract Notification Provision

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

Modification

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

Interpretation, Remedies

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

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

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

Severability Clause

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

Hold Harmless Clause

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

Personnel

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

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

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

Termination of Contract for Cause

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

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

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

Termination for Convenience of the City

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

Conflict of Interest

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

Interest of Contractor and Employees

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

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

Compliance with Local Laws

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

Copyright

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

Records and Audits

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

Anti-kickback Regulations

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

Equal Opportunity Employment

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

a. Civil Rights Act of 1964, Title VI

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance.

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

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

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

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

d. Affirmative Action

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

1. Including small, minority and women business enterprises on solicitation lists.

2. Assuring that small, minority owned, and women business enterprises are solicited when they are potential sources.

3. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women business enterprises participation.

4. Where the requirement permits, establishing delivery schedules which encourage participation by small, minority and women business enterprises.

5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprises of the U.S. Department of Commerce, and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors.

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

Age Discrimination Act of 1975

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

Rehabilitation Act of 1973, Section 504

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

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

The Contractor shall:

1. Assist the city in establishing a Local Planning Advisory Committee (LPAC) and adopt Resolution appointing members to the committee.

2. Assist the city in establishing project files and maintaining all records necessary for compliance with Oklahoma Department of Commerce policies and procedures. Monitor project files throughout the project to ensure completeness and accuracy. (Contractor shall be responsible for bookkeeping records and all CDBG files pertaining to the project)

3. Aid in the establishment of current policies (Equal Opportunity, Section 3 Affirmative Action, Fair Housing) and all other required documentation necessary to complete all performance measures.

4. Prepare all required reports and forms for official signature to be submitted to the Oklahoma Department of Commerce.

5. Be in attendance during community site visits by Oklahoma Department representatives or other governmental agencies.

6. Assist the city in holding public hearings as set forth in the Community's Citizen Participation Plan and such other public hearings and policy committee meetings as may be required to develop the Capital Improvements Program.

7. SWODA in cooperation with the city will conduct inventory of existing capital assets including equipment's, rolling stock, buildings, structures, public utilities, streets, real estate, etc. with the assistance of the unit of local government.

8. SWODA and the Local Planning Advisory Committee (LPAC) shall establish the following:

    a. Identify future capital needs
    b. Project costs for future capital needs
    c. Identify capital improvement project priorities.
    d. Prepare summary of capital improvement needs.
    e. Identify future revenue from current and additional revenue sources
    f. Identify potential grant sources for capital needs.
    g. Prepare for adoption by the governing body a capital improvement policy statement.

9. SWODA will assist the city in completion of closeout documents and attend final public hearing.

10. Provide the City with an online digital version of the Ditigal-GIS maps and paper maps of infrastructure to the city.

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