PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, APRIL 19, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Terrill Mitchell, First Baptist Church
3. Consent Agenda
    A. Consider Approval of Minutes of Regular Meeting on April 5, 2011
4. Action Items:
    A. Consider Inter-Local Agreement with Custer County District #1 for road dirt work regarding Hotelmacher Project
    B. City Manager's Report
5. Audience Participation
6. Adjournment

Filed this 15th Day of April, 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on April 15, 2011 at 2:00 p.m.

Not recorded

IA040511

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, APRIL 5, 2011

Minutes of a regular meeting of the Chairman and Trustees of the Clinton Industrial Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, April 5, 2011 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 March 31, 2011.

Chairman Bryson called the meeting to order with the following present;

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, Don Rodolph, Bob Marcy, Phyllis Smith
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Arnold Adams, Mary Helen Jones, David Crabtree, Nicole Glance, Rusty Whisenhunt, Alan Burgtorf, Charles & Sherry Touchstone, Mike smith, Cheryl Lowry, John & Sherry Boyles and others.

Dave Gerbrandt of the First Mennonite Church opened the meeting with prayer and Trustee Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of March 15, 2011 meeting
B. Consider Claims

Moved by Trustee Smith and seconded by Trustee Marcy that Consent Agenda Item No. 3 (a-b) be approved.

Chairman put the motion to a roll call vote:

Aye: Smith, Marcy, Jones, Rodolph, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER AGREEMENT WITH HOTELMACHER REGARDING TIF PROJECT

City Manager Steve Hewitt explained that two agreements have been completed by Assistance City Attorney Ryan Meacham regarding the TIF Project with Hotemacher.

Assistant City Attorney Ryan Meacham explained that actually three agreements have been completed. He said there is a contract, an escrow agreement and a subordinate agreement. He explained that a note and mortgage is required and progress payments with retainage. He said the

City would have a note against the project. He also said the City is in second position to the local banks.

Trustee Rodolph said the TIF should pay off earlier than the fifteen years as stated.

Motion was made by Trustee Rodolph and seconded by Trustee Marcy to approve the agreement with Hotelmacher regarding TIF Project.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Marcy, Smith, Jones, Bryson
Nay: None

Chairman declared the motion carried.

4B. CONSIDER APPROVAL OF QUIT CLAIM DEED TO PROPERTY FOR LOCAL USDA FACILITY

City Manager Steve Hewitt reported that the Custer County Conservation District has requested a deed to the property for the site of the future USDA facility. They said this is required to finalize the approval to build a new facility. He said if for any reason the property would change services or cease operations it would revert back to the City.

Motion was made by Trustee Rodolph and seconded by Trustee Jones to approve the execution of the Quit Claim deed for the property for the local USDA facility.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Jones, Marcy, Smith, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Steve Hewitt reported that the water and sewer lines are in place in the TIF district. He said work will begin on the fire suppression system soon.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Jones and seconded by Trustee Smith that the meeting adjourn.

Chairman put the motion to a roll call vote

Aye: Jones, Smith, Marcy, Rodolph, Bryson
Nay: None

Chairman declared the meeting adjourned at 5:45 pm.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: InterLocal Agreement with Custer County (HotelMacher Project)

Staff Source: Steve Hewitt, City Manager

History/Background Information:

The County has agreed to assist the HotelMacher Holiday Inn Express & Water Park Project in some earthwork and dirt hauling for the roadway. This will become a City of Clinton Street, which requires this agreement between the County and City.

Item/Subject Summary:

Walt Schumacher has received Custer County approval to assist him (and the City of Clinton) in road prep and construction for the new Hotel and Water Park. I have spoke with Commission Covey and the County expects to approve the agreement at their meeting Monday.

Price/Cost:

No cost…

Recommendation:

Staff recommends the agreement.

Inter-Local Agreement

THIS AGREEMENT is entered into this _____ day of April, 2011, between Custer County District #1 and the City of Clinton, Oklahoma for the purpose of providing earth work preparation for a new roadway between Red Wheat Drive and Neptune Drive in conjunction with Hotelmacher, Holiday Inn Express and a Water Park Project.

WHEREAS, the City of Clinton and Custer County , at the above mentioned location, is of mutual benefit to see increased property tax evaluations and increased sales tax monies, this Agreement will be in force and binding upon the parties herein upon the execution of this Agreement and shall continue in effect until the completion of said project.

The parties hereto, through their respective governing bodies, hereby agree to the following:

1. CUSTER COUNTY DISTRICT #1 hereby agrees to furnish some equipment and labor for providing earth work preparation of the new roadway.

2. THE CITY OF CLINTON, OKLAHOMA hereby agrees to provide a dozer and truck fuel for above mentioned project.

NOW THEREFORE, the said parties have caused this instrument to be executed by their respective officers the day and year first above mentioned.

_____ _____

James Covey, County Commissioner

Custer County, Oklahoma

Allen Bryson, Chairman

Clinton Industrial Authority

Clinton, Oklahoma

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, APRIL 19, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Terrill Mitchell, First Baptist Church

3. Consent Agenda

    A. Consider Approval of Minutes of April 5, 2011 and Special Meeting April 12, 2011

4. Action Items:

    A. Consider renewal of contract with Community Intervention Center

    B. Consider Proclamation declaring April as Fair Housing Month

    C. Request Authorization to negotiate public improvement contracts for expansion for Wheatland Housing Addition

    D. Consider Agreement for Sub-Grant of Emergency Management Performance Grant Program Funds

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 15th Day of April, 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on April 15, 2011 at 2:00 p.m.

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL
APRIL 5, 2011

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, April 5, 2011 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 March 31, 2011.

Mayor Allen Bryson called the meeting to order with the following present;

MAYOR: Allen Bryson
COUNCIL: Steve Jones, Don Rodolph, Bob Marcy, Phyllis Smith
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CITY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Arnold Adams, Mary Helen Jones, Rusty Whisenhunt, David Crabtree, Alan Burgtorf, Charles & Sherry Touchstone, Mike Smith, Cheryl Lowry, John & Sherry Boyles and others.

Dave Gerbrandt of the First Mennonite Church opened the meeting with prayer and Councilwoman Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO, 4: CONSENT AGENDA:

A. Minutes of Regular Meeting of March 15, 2011
B. Consider Claims

Moved by Councilman Marcy and seconded by Councilman Jones, that Consent Agenda Item No. 3 (a-b) be approved.

Mayor put the motion to a roll call vote:

Aye: Marcy, Jones, Smith, Rodolph, Bryson
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER BIDS ON TWO POLICE UNITS

City Manager Steve Hewitt explained that staff had advertised for the purchase of two police units but no bids were received. He said staff would be contacting the dealerships regarding availability of units.

4B. CONSIDER REQUEST TO APPLY FOR LOCAL GOVERNMENT CHALLENGE GRANT WITH OKLAHOMA ARTS COUNCIL

City Manager Steve Hewitt explained that the Local Government Challenge Grant is a matching grant of $5,000 that funds that Art in the Park. He explained it would be included in the 2011-2012 budget.

Motion was made by Councilman Rodolph and seconded by Councilwoman Smith to approve the request to apply for the Local Government Challenge Grant with the Oklahoma Arts Council.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Smith, Jones, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

4C. CONSIDER ARMORY BUILDING INSURANCE REPLACEMENT PLAN WITH OKLAHOMA MUNICIPAL ASSURANCE GROUP

City Manager Steve Hewitt explained that Oklahoma Municipal Assurance Group is the insurance company for the City's property insurance. They have insured the Armory Building for Functional Replacement Cost that is based on the use of the building and our need for replacement pending damage or destruction. He said the cost to the City to insure the facility is more affordable.

Motion was made by Councilman Marcy and seconded by Councilwoman Smith to approve the Armory Building insurance replacement plan with Oklahoma Municipal Assurance Group.

Mayor put the motion to a roll call vote:

Aye: Marcy, Smith, Rodolph, Jones, Bryson
Nay: None

Mayor declared the motion carried.

4D. CONSIDER EXPENDITURE OF FUNDS FOR PRELIMINARY PLATT FOR 13TH AND AVANT STREET PARK HOUSING PROJECT

City Manager Steve Hewitt explained that he had been approached by a developer to use the park at 13th and Avant as a potential housing tract. He said there is a genuine concern regarding housing in Clinton and he asked for feedback regarding this project. He said he did not want to rush into anything but wanted to create discussion for looking for affordable housing.

Councilman Rodolph said he thought the City Manager had some good ideas but he would like for this to be something that could be discussed at the upcoming Ward Two meeting scheduled for next Tuesday. He said he wanted to hear from the people living in the area.

Mayor Bryson noted that this project in no way affects other potential housing projects.

4E. CONSIDER SALES TAX/USE TAX AGREEMENT FOR ADMINISTRATION BY OKLAHOMA TAX COMMISSION

City Manager Steve Hewitt explained that the City of Clinton has agreements with the Oklahoma Tax Commission regarding collection of sales tax and use tax. He noted that the tax rates have changed due to the fourth cent sales tax expiring.

Motion was made by Councilman Rodolph and seconded by Councilman Marcy to approve the Sales Tax/ Use Tax Agreements for administration by the Oklahoma Tax Commission.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Marcy, Smith, Jones, Bryson
Nay: None

Mayor declared the motion carried.

4F. CONSIDER PROCLAMATION DECLARING WEEK OF THE YOUNG CHILD ON APRIL 10-16, 2011

Mayor Bryson explained that the proclamation for Week of the Young Child would benefit several groups that work with children.

Motion was made by Councilwoman Smith and seconded by Councilman Jones to approve the Mayor signing the proclamation regarding declaring April 10-16, 2011 as the Week of the Young Child.

Mayor put the motion to a roll call vote:

Aye: Smith, Jones, Rodolph, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

A. HOPE Project update

City Manager Steve Hewitt reported that originally the HOPE Project consisted of a $500,000 grant, $75,000 from the owner and the City committed $25,000.00. Hewitt said that several unknowns still exist in the project but currently $8,751 needs to be transferred to cover final obligations. He recommended committing up to $15,000 to cover current needs and any additional expenses incurred during the next few months. He said he is working on plans for the management of the rental program.

6. AUDIENCE PARTICIPATION

Mike Smith addressed the Council on the behalf of Charles and Sherry Touchstone who own Sherry's New and Nearly New Store. He explained that the license for Second Hand dealers/Pawn Brokers are renewed by April 30th but this year a letter accompanied the notice regarding a requirement for bonding. He said this business would not be able to meet the requirements as established in the City Code.

Mayor Allen Bryson instructed Mr. Smith to visit the City Manager Steve Hewitt to review the section of the Code Book and look into a resolution.

City Manager Hewitt said he was sure that an agreement could be worked out. He understood that there are grey areas in the City Code. He said staff was following the City Code but realizes that the code needs to be adjusted to fit our community.

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Councilman Rodolph and seconded by Councilman Marcy to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Marcy, Jones, Smith, Bryson
Nay: None

Mayor declared the meeting adjourned at 6:15 P.M.

MINUTES OF THE SPECIAL MEETING OF THE CLINTON CITY COUNCIL TUESDAY APRIL 12, 2011

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, April 12, 2011 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 April 8, 2011.

Mayor Allen Bryson called the meeting to order with the following present;

MAYOR: Allen Bryson
COUNCIL: Steve Jones, Don Rodolph, Bob Marcy
CITY MANAGER: Steve Hewitt
OTHERS: David Berrong, Sherry Boyles, Dennis Smith, Curtis Maloy, and others.

AGENDA ITEM NO. 2: Ward 2 Meeting

Multiple topics were discussed pertaining to the City of Clinton

AGENDA ITEM NO. 3: ADJOURNMENT

The Meeting was adjourned.

STATE OF OKLAHOMA

OFFICE OF JUVENILE AFFAIRS

Accountability, Protection, Prevention

FY2012 Contract for Community Intervention Center an Interlocal Agreement With Options to Renew for FY2013 and FY2014 Between OJA and

City of Clinton

Robert E. "Gene" Christian, Executive Director

Dennis Gober, Division Director Community-Based Youth Services Division

CRL2012-364, Master CRL2012-469

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

Office of Juvenile Affairs
Community Intervention Center
City of Clinton
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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
P. O. Box 1177
Clinton, OK 73601

(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(B)(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, 2011, or date of execution, to June 30, 2012, 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 shall 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 **One Hundred Eighty Three Thousand One Hundred Sixty Two Dollars and No Cents ($183,162.00)**, 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. 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 division administrator or designee's written authorization.

2. Subcontracting

   Contractor must notify the appropriate 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.

3. 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.

D. 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.

E. **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.

F. **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 specific following 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.

G. 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.

H. 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.

I. 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.

J. **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.

K. 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.

L. Employment Relationship

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

M. **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.

N. **Indemnity**.

Unless prohibited by Article 10 of the Oklahoma Constitution, Contractor agrees 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, 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.

O. 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.

P. 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.

Q. 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.

R. 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 year period, the records are required to be maintained for two years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period whichever is later.

S. 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.

T. **Termination**

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

U. **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 Department of Central Services, Central Purchasing Division.

V. **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.

W. **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.

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 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 the expiration 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 member 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. §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 five days from time of admission or release from Community Intervention Center services with reference to the information categories described above. Ninety (90) percent of data entry on JOLTS shall be within the timeliness standards described herein.

b. **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. Ninety (90) percent of data on JOLTS shall concur with Contractor case files.

c. **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. Ninety (90) percent of data on JOLTS shall concur with Contractor case files referencing all services provided by Contractor on any given day 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 IT Unit of OJA. Immediate reporting shall be made by phone or fax. The phone numbers are (405) 530-2840 or 1-800-458-1632 and the fax number is (405) 530-2842. Confirmation letters citing reported problems may be mailed to:

ATTN: JOLTS PROBLEM

Information Technology Unit
P.O. Box 268812
Oklahoma City, OK 73126-8812

D. **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.

E. **Location of Services**

201 S. 5th, 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:_____
Robert E. "Gene" Christian
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

PROCLAMATION

WHEREAS, it is illegal under the Fair Housing Act to discriminate because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make such preference, limitation or discrimination in housing; and

WHEREAS, the City of Clinton, Oklahoma shall not knowingly tolerate discrimination in housing within the City of Clinton;

NOW THEREFORE, as Mayor of the City of Clinton, Oklahoma, I hereby declare that the month of April, 2011, be recognized as

FAIR HOUSING MONTH

And support the spirit and intent of fair housing for all residents of the City of Clinton, Oklahoma.

PROCLAIMED THIS 19th DAY OF APRIL, 2011.

_____

Allen Bryson, Mayor

ATTEST:

_____

Lisa Anders, City Clerk

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Wheatland Housing Addition - Expansion Project

Staff Source: Steve Hewitt, City Manager

History/Background Information: 28th St / Modelle behind the Bank of the West, there sits undeveloped property currently zoned commercial. Developer Shawn Driver (Clinton native), has approached the City regarding developing this area for residential housing project.

Item/Subject Summary:

New Housing growth is a need in Clinton. We have discussed multiple ideas, including the 13th/Avant Park property. We are continuing gathering feedback from the community regarding that proposal. Mr. Driver approached the City about developing this area behind Bank of the West. His plan would develop 27 lots. This would be its own individual development with its own covenant. Mr. Driver has asked the City to be a partner on this project. That partnership would include the City assisting in Public Improvements (Water, Sewer, and Road). This area has some utilities; however some minor adjustments/extensions would need to be added to accommodate residential development. This would serve mid to larger homes (1800+ square ft), pending covenant regulations. Driver's group would cover all costs related to engineering, development, design, zoning, etc. Areas along 28th and Modelle would remain commercial. (See preliminary design)

Price/Cost: Preliminary estimates: $201,000 Street, $30,000 water/sewer (City install).

Funding would come from Public Works and Capital Improvement Funds. The City would negotiate some reimbursement per lot developed. (Shawn Driver will be at Council meeting)

Recommendation: City Manager/ Staff recommend negotiating a development agreement and researching more details of a partnership. As we gather more details, this will allow both staff and Council to obtain community feedback.

Housing is important… Communities like Clinton need public/private partnerships. It is common for Municipalities to assist in Public Improvements for development. This would help our continued growth and economic development immediately. This is another idea/opportunity that can help relieve some concerns. Investigating more developments must continue. We must look at all levels of housing.



Date: 03-01-11

Preliminary

Not for Construction

Conceptual Site Plan For:

Wheatland Addition

Clinton, Oklahoma

White Design Group, P.C.
Architectural and Interiors Consulting
5801 EAST 41ST STREET, SUITE 712, TULSA, OKLAHOMA 74135

AGREEMENT FOR THE SUB-GRANT OF EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM FUNDS

This agreement is entered into by and between **The State of Oklahoma Department of Emergency Management**, hereinafter referred to as OEM, and The City of Clinton, Oklahoma, hereinafter referred to as the Political Subdivision. **Witnesses that** OEM and the Political Subdivision for the considerations named agree as follows:

Article 1. Authorized Representatives

The Director of OEM shall be the representative for the agency authorized to complete work and negotiate changes to this agreement. The Director of Emergency Management for the Political Subdivision shall be the representative for the Political Subdivision authorized to complete work and negotiate changes to this agreement. The Political Subdivision will, on a form provided by OEM, identify a designated agent, an alternate, and the designated agent's official mailing address. The designated agent will serve as the political subdivision's official point of contact (POC), responsible for reporting on, or responding to inquiries regarding the four (4) phases of emergency management (mitigation, preparedness, response and recovery) to include incident reporting.

Article 2. Duration

This agreement shall be in full force and effect beginning October 1, 2010 by both parties and terminating at Midnight on September 30, 2011, unless terminated by either party prior to that time, in writing.

Article 3. Purpose

The purpose of this agreement is to provide a sub-grant with of a portion of the funds awarded to the State of Oklahoma under the Federal Emergency Management Agency (FEMA)'s Emergency Management Performance Grant (EMPG) program. The EMPG program encourages the development of comprehensive disaster preparedness, response, and assistance plans, programs, capabilities and organizations by the State and local governments.

Article 4. Authorities

The authorities for this award are:

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. § 5121 et. Seq. (the Stafford Act); Title 44, Code of Federal Regulations (CFR), Part 302, et. Seq.; U.S. Department of Homeland Security Presidential Directive 5 (HSPD-5); Oklahoma Emergency Management Act 2003, 63 O.S. 683. 1 et. Seq.; State Administrative Plan adopted by the Oklahoma Department of Emergency Management.

Article 5. Scope of Work

Minimum Task/Activity Requirements

The following activities are the **minimum** task requirements that shall be completed by the Political Subdivision:

I. **EMERGENCY OPERATIONS PLAN.** The Political Subdivision will update its Emergency Operations Plan (EOP) during the performance period of the SLA sub-grant. The process of updating the EOP should ensure the active participation of a representative(s) from such organizations as:

- Law Enforcement
- Fire
- Emergency Medical Service
- Public Works
- Road and Bridges
- Parks and Recreation
- Private Industry
- Volunteer Organizations Active in Disaster (VOAD)
- Other organizations that would be called upon during emergencies and disasters.

Distribute changes, and a new **Approval Page** to all who have copies of the plan. Provide OEM with a hard copy of the signed and dated EOP approval page and an updated copy of the EOP in paper form or in an electronic format.

II. **EXERCISES.** The Political Subdivision shall have the option of conducting:

a) Two (2) un-graded tabletop exercises.

b) A graded functional exercise.

c) A graded full-scale emergency exercise.

All exercise must comply with the minimum standards as set forth in the Department of Homeland Security's (DHS) Homeland Security Exercise and Evaluation Program (HSEEP) policies, guidance, and practices. Each graded exercise will be evaluated by a team comprised of a minimum of 2 evaluators. An Area Coordinator will serve as the lead evaluator and the state selected member(s) of the evaluation team will not be selected from the Political Subdivision(s) participating in the exercise. Additional evaluators may be selected by the Political Subdivision. The State evaluators will use an evaluation form that measures objective performance criteria as demonstrated by exercise participants. Graded exercises will receive either a

satisfactory or unsatisfactory rating. A jurisdiction that receives an unsatisfactory rating on their initial exercise will be required to schedule a second exercise using the same guidelines outlined above. The second exercise is a **MUST PASS** requirement to maintain SLA eligibility. In addition to satisfactorily completing the performance criteria as listed in the exercise evaluation instructions, a satisfactory rating must be received from the State evaluation team based on the following:

a) Notify the Area Coordinator of the date of the initial exercise planning meeting so they can make plans to attend.

b) Work with the Area Coordinator to establish an agreed date for the exercise.

c) Two weeks before the exercise date, provide the Area Coordinator with a copy of the scenario, timelines, maps etc.

d) Develop an exercise evaluation form that contains at a minimum, instructions for evaluating the jurisdiction's Alert/Notification, Communications, Coordination and Control, Resource Management and Warning functions.

e) The Jurisdiction's EOC or alternate EOC **must** be activated as a part of the exercise. An (EOC) is defined as a designated facility from which key elected and appointed officials and liaisons from supporting organizations can direct and control a community's operating forces, disseminate official public information, and allow for face-to-face coordination among personnel. Jurisdictions may utilize mobile or

transportable EOCs, which are capable of performing the same critical functions as the fixed EOC. A "Command Post" vehicle cannot serve as an EOC although it can serve in conjunction with the mobile EOC.

f) Following the exercise, conduct a post exercise critique and retain on file for audit purposes an exercise report consisting of an **OEM Exercise Checklist/Cover Sheet**, with the supporting documentation as listed in the block entitled **"Exercise"**. Exercise Packages will retained for a period consistent with the jurisdictions records retention policies but not of less than four (4) years. Exercise Packages will be made available for review by OEM personnel upon request.

g) Political Subdivisions may receive credit for participation in a multi-jurisdiction full-scale exercise. To receive exercise credit, jurisdictions must comply with items a) through f). The jurisdiction must receive a satisfactory rating from the State Evaluation Team for its portion of the exercise.

h) If the Political Subdivision experiences a major disaster that receives a Gubernatorial or Presidential Disaster Declaration prior to the date of their exercise, it may petition the State Director for a waiver of the exercise requirement **within ninety (90) days** following the end of the declared disaster period:

    1. Following the event, the jurisdiction will conduct a post event critique and retain on file a completed **OEM Exercise**

Checklist/Cover Sheet, together with the supporting documentation as listed in the block entitled **"Actual Occurrence"**. The document will be retained in the same manner as cited in paragraph (f) page 5 line 7.

III. **CONTINUING EDUCATION.** Each Emergency Management Director will complete twenty-seven (27) hours of continuing education during the performance period of this agreement (October 1, 2010 through September 30, 2011). In support of the national initiative for state and political subdivisions to become National Incident Management Systems (NIMS) compliant, SLA Sub-grantees will maintain NIMS compliance certificate and related documents training records documenting that the 2011 NIMS training standards/requirements have been achieved. Where applicable records should contain the names and contact information of course instructors, and class rosters for the following courses:

- IS-100, Introduction to the Incident Command System.
- IS-200, Basic Incident Command System
- ICS-300, Intermediate ICS for Expanding Incidents
- ICS-400, Advanced ICS Command and General Staff Complex Incidents
- IS-700, NIMS, An Introduction
- IS-800, National Response Framework, An Introduction

Directors who have completed the required NIMS courses can satisfy the twenty-seven (27) hours of training by completing courses offered by FEMA, OEM, fire service or law enforcement Council on Law Enforcement Education and Training (CLEET) certified courses. OEM recommends that Emergency Management Directors complete FEMA's Professional Development Series

(PDS) and Advanced Professional Series (APS) courses. Training Certificates evidencing a minimum of twenty-seven (27) hours of continuing education training will retained for a period consistent with the jurisdictions records retention policies but not of less than four (4) years. Training Certificates will be made available for review by OEM personnel upon request.

IV. **FALL EMERGENCY MANAGEMENT CONFERENCES.** The Emergency Management Director for the political subdivision shall attend the **entire** Fall Emergency Management Conference. Conference Attendance Certificate will retained for a period consistent with the jurisdictions records retention policies but not of less than four (4) years. Conference Attendance Certificates will be made available for review by OEM personnel upon request.

Article 6: Sub-Grant Administration

a) Beginning with the first quarter, each SLA Sub-Grantee will be visited a minimum of once each quarter by an Area Coordinator. A minimum of one (1) Sub-Grant field visit report will be prepared and filed each quarter by the assigned Area Coordinator. Each scope of work line item as contained in Article 5 of this agreement and the three (3) projects, as identified in Part 3 Project Narrative of the sub-grant application, will be evaluated as follows.

- Satisfactory – No corrective action is needed.
- Needs Improvement – With recommended corrective action entered on the form.
- Completed

The jurisdiction, if it elects to, may attach additional year-to-date accomplishments or activity summaries to the Field Visit.

The Quarterly Field Visits shall be conducted at a mutually agreed to date, time and location during the quarter:

- 1st Quarter Visit: October 1, 2010 – December 30, 2010
- 2nd Quarter Visit: January 1, 2011 – March 31, 2011
- 3rd Quarter Visit: April 1, 2011 – June 30, 2011
- 4th Quarter (Closeout) Visit: July 1, 2011 – September 30, 2011

b) A copy of the Field Visit Report will be provided to the Political Sub-division at the conclusion of each field visit with the original copy filed in the jurisdictions SLA file.

c) Other duties as assigned. Any tasking which OEM receives from DHS, FEMA or any other federal agency and which is emergency management related and which requires the assistance of the Political Subdivision shall also be considered as part of the required tasking elements under the sub-grant.

d) Audit Letter. If the Political Subdivision receives $500,000 or more in Federal funds in Federal Fiscal Year 2011, they are responsible for compliance with the provisions of the Single Audit Act Amendments of 1996. That Political Subdivision shall submit a copy of their audit letter signed by the auditor for Federal Fiscal Year 2011 to OEM.

Article 7: Time of Completion

All work shall be completed by the Political Subdivision during Federal Fiscal Year 2011, with the exception that the auditor's opinion letter which accompanies the jurisdictions annual audit must be submitted as soon as the audit is completed.

Article 8: Suspension of Sub-Grant/Debarment from future awards

If the Political Subdivision fails to complete the agreed to scope of work they may be barred from participation in the sub-grant program for the following Federal Fiscal Year.

Article 9: General Provisions

1. All work shall be completed in a professional manner and in compliance with all applicable laws.
2. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
3. The Political Subdivision warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Political Subdivision or its employees or agents.
4. The Political Subdivision agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma, and are not authorized to obligate the State of Oklahoma, its employees or agents.
5. The Standard Assurances for Federal Funds submitted by the political subdivision, as part of their application package, are hereby referenced and incorporated into this agreement.

Article 10: The Contract Price and Payment Terms

1. OEM shall pay the Political Subdivision for the work performed under this agreement the sum of 5,000 Dollars ($) subject to the following terms and conditions. Seventy percent (70%) of the award amount will comprise the base amount of the award. Payment of the base amount will be made on a quarterly basis:

a) Payment in the amount of 25% of the base amount will be made by OEM for the First Quarter after January 15, 2011 following receipt of the fully executed agreement and the completion of a documented Field Visit.

b) Payment in the amount of 25% of the base amount will be made for the Second Quarter after April 15, 2011.

c) Payment in the amount of 10% of the base amount will be made for the Third Quarter after July 15, 2011.

d) Following October 15, 2011, Project close-out documentation will be retained for a period consistent with the jurisdictions records retention policy but not for a period of less than four (4) years.

e) Payment for each of the three (3) projects, as identified in Part III – Project Narrative of the SLA Application. Each project is worth 10% of the SLA award amount – for a total of 30%. Each project close-out report will consist of the project sheet from the application package to which the project close-out documentation will be attached. Final payment will be contingent on the Area Coordinators close-out review. Project close-out documentation will be retained for a period consistent with the

jurisdictions records retention policy but not for a period of less than four (4) years.

2. OEM shall provide to the Political Subdivision technical assistance in fulfilling this agreement to the extent resources are available.

Article 11: Amendments

Any alterations or deviations to this agreement shall be executed only upon written agreement of both parties, and if there is a change to the agreement award for such alteration or deviation, it shall be noted.

Article 12: Waives of Scope of Work Line Items

During the performance period of the Sub-Grant, only (1) waiver relieving the jurisdiction from having to complete a basic scope of work line item (I-IV) may be approved. In no case will a Sub-Grant recipient be permitted to request a waiver for the same scope of work line item in two consecutive years.

No waiver will be granted relieving a sub-grant recipient from having to complete any of its identified projects. Failure to complete a project will result in a non payment of 10% of the Sub-Grant award.

Article 13: Termination

This agreement may be cancelled by either party by providing 15 days notice in writing to the other party.

Article 14: Audit Clause

In accepting this agreement, the Political Subdivision agrees to this audit clause which provides that books, records, documents, accounting procedures, practices, or any other items of the Political Subdivision relevant to the agreement are subject to

examination by FEMA, OEM, the State of Oklahoma and the State Auditor and Inspector.

Article 15: Non-Collusion

In accepting this agreement, the Political Subdivision acknowledges that they have not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.

Article 16: Attachments

The SLA Sub-Grant Application is incorporated by references a part of this agreement. As proof of compliance with Federal regulations, the following documents as contained in Part 4, Standard Assurances, of the sub-grant application is incorporated by reference as part of this agreement:

1. Completed FEMA Form 20-16, Summary Sheet for Assurances and Certification.
2. Completed FEMA Form 20-16A, Assurances for Non-Construction Programs
3. Completed FEMA Form 20-16C Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
4. Completed Standard Form LLL, Disclosure of Lobbying Activities

Approved by OEM this _____ Day of September, 2010 by:

_____

Director

ATTEST:

_____

Oklahoma Department of Emergency Management Notary

Approved by the Governing body of the Political Subdivision,

this_____ day of _____, 2010.

Signed:

_____

Title: _____

ATTEST:

_____

Title: _____

AFFIX SEAL OF THE POLITICAL SUBDIVISION

HERE