

PROFESSIONAL SERVICES CONTRACT

PART I - AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____ 2022, by and between South Western Oklahoma Development Authority, hereinafter called the "**Contractor**," acting herein by Debora Glasgow, Executive Director of the South Western Oklahoma Development Authority, hereunto duly authorized, and Mangum, Oklahoma hereinafter called the "**City**," acting herein by _____, Mayor of Mangum, Greer County, Oklahoma.

WITNESSETH THAT:

WHEREAS, the City desires to implement its allocation of four hundred thirty-three thousand five hundred ninety dollars and sixty-one cents, (\$433,590.61), received as a result of the American Rescue Plan Act (ARPA) to provide relief funds for the City to aid with their COVID-19 recovery efforts; and

WHEREAS, the City is and will act with authority as the Fiscal Agent for the ARPA funds identified above, and

WHEREAS, the City is the sole determiner of the distribution of the aforementioned ARPA funds; and

WHEREAS, the City desires to engage the Contractor to render certain project development and management, reporting and support services in connection with the ARPA funds; and

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services** - Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

Contractor will update the City of its activities and ongoing project management, reporting, and support services, to be communicated on a regular schedule as requested by the City.

2. **Time of Performance** - The services of the Contractor shall commence on _____, 2022 and shall be renewed each fiscal year hereafter, with all the services of the Contractor required and performed hereunder shall be completed no later than March 31, 2027.

3. **Access to Information** - It is agreed that all information, data, reports, and records and/or other information as is existing, available, and necessary for the carrying out of the work outlined above shall be furnished to the Contractor by the City and its agents. No charge will be made to the Contractor for such information and the City, and its agents will cooperate with the Contractor in every way possible to facilitate the performance of the work described in the contract.

4. **Compensation and Method of Payment** - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed seventeen thousand three hundred dollars (\$17,300.00). Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract. Should the Project be completed in its entirety prior to the period allowed for its completion, all the Contractor's responsibilities and services required under this agreement be fully completed, and all obligations to the City are met, full compensation to the Contractor in the amount of seventeen thousand three hundred dollars (\$17,300.00) shall be completed at that time.

5. **Indemnification** – The Contractor shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the City and its agents from and against them, and shall assume full responsibility for administering the project identified above.
6. **Miscellaneous Provisions**
- A. This Agreement shall be construed under and in accordance with the laws of the State of Oklahoma.
 - B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - C. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - D. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - E. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
7. **Terms and Conditions** - This Agreement is subject to the provisions titled, “Part IV Terms and Conditions” and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals as of the date first affixed above.

City of Mangum

**South Western Oklahoma
Development Authority**

Mayor

**Debora Glasgow,
Executive Director**

Attest

Attest

PROFESSIONAL SERVICES CONTRACT

PART II - SCOPE OF SERVICES

The Contractor shall provide the following services under this contract:

1. **Project Management**

- A. Development of project funding request procedures.
- B. Development of review process for awards.
- C. Provide general advice and technical assistance to City personnel on awarding of the ARPA project funding and regulatory matters pertaining thereto.
- D. Establish internal procedures to document expenditures associated with local administration of the project.
- E. Review of planned expenditures to ensure all state and federal regulations are followed.
- F. Maintenance of records including tracking and monitoring of recipient and subrecipient distributions. Furnish the City with necessary completed forms and reporting required for implementation of the ARPA projects.
- G. Preparation of subrecipients project and expenditure reports.
- H. Tracking and monitoring of subrecipients to ensure compliance with federal regulations including, but not limited to:
 - Procurement protocols
 - Civil Rights Act of 1964 requirements
 - Davis-Bacon Act requirements
 - Record-keeping protocols
- I. Prepare and submit all required project and expenditure reports for recipients and subrecipients.
 - Quarterly reports
 - Annual reports
- J. Assist the City in meeting all special condition requirements associated with ARPA funding.

PROFESSIONAL SERVICES CONTRACT

PART III – FINANCIAL MANAGEMENT

2. Financial Management

- A. Assist the City in management and reporting progress and use of funds from federal sources for the projects funded.
- B. Assist the City in compliance with all rules, regulations, specifications, or other directives pertinent to the identified projects.
- C. Prepare and submit all reporting for scheduled payments of project funds on behalf of the City, to ensure orderly, timely allocation and disbursement of funds within the period of this contract.
- D. Review invoices received for payment and file back-up documentation.
- E. Provide general advice and technical assistance to the City and its agents on implementation of the ARPA project and regulatory matters pertaining thereto.
- F. Provide general advice and technical assistance to the City and its agents on implementation of the ARPA project and associated regulatory matters.

The City shall reimburse the Contractor for grant administration services provided for completion of the scope of work not to exceed the amount of seventeen thousand three hundred dollars (\$17,300.00). A progressive billing process will be applied quarterly due to the long-term length of project. All invoices will include work descriptions and details. First quarterly billing will be January 2022.

The payments to the Contractor will be made from funds provided by the City.

PROFESSIONAL SERVICES CONTRACT

PART IV - TERMS AND CONDITIONS

1. **Termination of Contract** - If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the Contractor shall violate any of the 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 of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

If the contract is terminated by the City as provided herein, all finished or unfinished documents, information or reports prepared by the Contractor under this Contract shall, at the option of City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

2. **Termination for Convenience of the City** - The City may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
3. **Changes** - The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the City and the Contractor shall be incorporated in written amendments to this Contract.
4. **Personnel**
 - A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
 - B. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. **Assignment of Contract** - The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation),

without the prior written consent of the City thereto: Provided, however, that claims for money by the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. **Reports and Information** - The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Findings Confidential** - All the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
8. **Compliance with Local Laws** - The Contractor shall comply with applicable laws, ordinances and codes of the State of Oklahoma and its local governments.
9. **Equal Employment Opportunity** - During the performance of this Contract, the Contractor agrees as follows:
 - A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
 - B. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
 - C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - D. The Contractor will include the provisions 9.A, 9.B, and 9.C in every subcontract or purchase order unless exempted.
10. **Civil Rights Act of 1964** - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

11. **Section 109 of the Housing and Community Development Act of 1974** - No person in the United States shall on the ground of race, color, 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 in whole or in part with funds made available under this title.
12. **Interest of Members of the Contractor** - No member of the governing body of the Contractor and no other officer, employee, or agent of the Contractor who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the City shall take appropriate steps to assure compliance.
13. **Interest of Other Local Public Officials** - No member of the governing body of the Contractor and no other public official of the Contractor, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the City shall take appropriate steps to assure compliance.
14. **Interest of Firm and Employees** - The Contractor covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.