FEI #: 736005350

CONTRACT
PART I
SUMMARY AND SIGNATURES

Contracting Agency:	Oklahoma Department of Commerce State of Oklahoma (ODOC)
Contractor:	City of Norman
Contract Title:	
Contract Number:	16237 CDBGDR 13
Contract Amount:	$731,712.00
Source:	U.S. Department of Housing and Urban Development (HUD) Catalog of Federal Domestic Assistance (CFDA) Number 14.228
Funding Period:	December 15, 2014 through December 15, 2016

Submit Requisitions to:
Community Development
Oklahoma Department of Commerce
900 North Stiles
Oklahoma City, OK 73104-3234

Issue Payment To:
City of Norman
PO Box 370
Norman,

AGREEMENT COMPONENTS:

Part I - Summary and Signatures
Part II - Terms and Conditions
Certification Regarding Lobbying

PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the U.S. Department of Housing and Urban Development (HUD) for the CDBG-Disaster Recovery. Notwithstanding any other provisions, payments to the Contractor by ODOC are subject to the availability of such funds to ODOC as determined by federal and/or State action and/or law. ODOC may take any action necessary in accord with such determination. The contract budget attached hereto will set forth the eligible activities for this particular project.

2. MODIFICATION AMENDMENT

a. This contract is subject to such modification as may be required by federal or State law or regulations. Any such modification may be done unilaterally by ODOC.

b. This contract may be for a multi-year project and as such may be extended, renewed or otherwise amended. Any extensions or renewals must be approved by

ODOC.

c. Revisions to the contract and the attached budget, which is a part of this contract, must be approved in writing, in advance, by ODOC.

d. A waiver by ODOC of any provision of this contract must be in writing and signed by the Director of ODOC or designee.

3. ODOC

a. ODOC will provide funding for the project up to the total amount listed in Part I: Total Project Funding.

b. ODOC shall perform monitoring to assess the Contractor's financial and program compliance and progress but said monitoring and evaluation shall not relieve the Contractor of any obligation or duty under this contract.

4. CONTRACTOR

a. The Contractor agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application, all amendments thereto and all correspondence relating thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application, amendments and correspondence and the provisions of this contract shall be controlled by this contract.

b. None of the work and services covered by this contract may be subcontracted without prior written approval of ODOC. All compensated administrative consultants engaged by the Contractor must be Certified CDBG Administrators. However, said determination by ODOC shall not relieve the Contractor of its independent obligation to ensure that such persons are fully qualified, and able to perform the duties they have contracted to perform.

c. In no event will any subcontract or subcontractor incur obligation on the part of ODOC.

d. The Contractor shall comply with all requirements of the ODOC CDBG Project Management Guide. The Guide is hereby annexed and incorporated and made a part of this contract. The Guide may be amended during the current contract year by ODOC. All amendments shall be based on changes in federal and State laws or regulations and shall be mailed to the Contractor at the address indicated in Part I of the contract.

e. The Contractor shall commence actual construction or otherwise begin implementation of the funded project within one hundred twenty (120) days from the start date of the contract.

f. Upon notification of meetings or training sessions scheduled by ODOC, the Contractor shall ensure the attendance of any person performing services under this contract whose presence is requested.

5. EMPLOYEE BENEFITS

The Contractor has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.

6. CERTIFICATIONS BY CONTRACTOR

a. I/We agree to notify the State of Oklahoma/Oklahoma Department of Commerce within five business days of any additional or new payments, loans or awards by FEMA, the Small Business Administration, the State, or any other entity I/We have not specifically disclosed in this application. Further, I/We understand and acknowledge the State of Oklahoma/Oklahoma Department of Commerce right and responsibility to enforce this requirement by recapturing all or a portion of the CDBG-DR award if the funds I/We receive are determined to be a duplication of the CDBG-DR benefit I/We are applying for this application

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. Title 18, Sec. 1001, provides "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies...or make any false, fictitious or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent or statement or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both."

b. The Contractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies.

c. The Contractor specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders and any amendments thereto:

(1) Equal Opportunity

(a) Title VI of the Civil Rights Act of 1964 (42 USC §§2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving federal funds. HUD regulations are at 24 CFR, Part 1;

(b) Title VIII of the Civil Rights Act of 1968 (42 USC §§3600-3620, 1988), popularly known as the Fair Housing Act;

(c) Executive Order 11063 (1962) as amended by Executive Order 12259, which requires equal opportunity in housing. HUD regulations are at 24 CFR, Part 107;

(d) Section 109 of the Housing and Community Development Act of 1974, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

(i) Age Discrimination Act of 1975 (42 USC §§6101, et seq., State Program, Final Rule);

(ii) Section 504 of Rehabilitation Act of 1973 (29 USC 794);

Regulations are at 24 CFR, Part 570.601;

(e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC §1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in or owned in substantial part by residents of the project area. Regulations are at 24 CFR, Part 135;

(f) Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires affirmative action in connection with federally assisted construction contracts. Regulations are at 24 CFR, Part 130 and 41 CFR, Part 60-1;

(g) Section 504 of the Rehabilitation Act of 1973, as amended, which establishes policies, goals and procedures for assuring no otherwise qualified individual with disabilities is, solely on the basis of the disability, denied benefits, subjected to discrimination or excluded from participation in any program or activity receiving federal assistance.
(2) Labor Standards

(a) Davis-Bacon Act (40 USC §276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction contracts over $2,000. Housing rehabilitation projects of fewer than eight units are exempt. Regulations are at 29 CFR, Part 5. The Contractor further certifies that it shall include in its bidders' packages the U. S. Department of Labor Wage Determination List and a statement that the Contractor and any subcontractors must comply with these wage rates in performance of the work required;

(b) Copeland (Anti-Kickback) Act (18 USC §874, 40 USC §176c), which applies to all contracts covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;

(c) Contract Work Hours and Safety Standards Act (40 USC §§327, et seq.), which requires overtime compensation. Regulations are at 29 CFR, Part 5;

(3) Environment

(a) National Environmental Policy Act of 1969 (42 USC §§4231, et seq.) (NEPA) and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;

(b) The Contractor's chief executive officer hereby assumes the status of a responsible federal official under NEPA and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official;

(4) Acquisition and Relocation

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17). Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24;

(5) Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§4821, et seq.), which prohibits the use of lead-based paint in residences for which federal assistance is provided. Regulations are at 24 CFR, Part 35;

(6) Debarment and Suspension

The Contractor certifies it will require certification from subcontractors that neither the subcontractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any proposal submitted as required by 24 CFR, Part 570.489;

(7) The Contractor certifies that it is in compliance with 25 O.S.§1313(B).

(8) The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

d. Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Contractor that the activities of Administration and Engineering located in 24 CFR 58.34(a) are exempt activities. Upon execution of this contract the activities of Administration and Engineering require no further environmental review.

e. Finding of Categorical Exclusion/Not Subject to 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Contractor that the activity of Purchase of Equipment located in 24 CFR 58.35(b) is a Categorically Excluded activity not subject to 24 CFR 58.5. Upon execution of this contract this activity requires no further environmental review.

7. HOLD HARMLESS CLAUSE

a. The Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any 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, save harmless the State of Oklahoma, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for the Contractor, the Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees for all the hereinbefore-described expenses, claims, actions or amounts recovered.

b. In the event the Contractor chooses to use volunteer labor to assist in the project activities, the Contractor shall bear any and all liability for any injury or harm caused by the volunteer labor or any harm or injury to the volunteer labor.

8. POLITICAL ACTIVITY

a. All employees of the Contractor shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§1501, et seq., 18 USC §595 and any amendments thereto).

b. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.

c. No portion of the contract funds may be used for lobbying activities.

9. NO-CONFLICT COVENANT

The Contractor covenants that no officers or employees of any governing board of the Contractor have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. The Contractor further covenants that in the performance of this contract no person having any such interest will be employed. The Contractor covenants that no employee of ODOC has any interest, direct or indirect, nor has any employee of ODOC received anything of value in connection with this contract.

10. PUBLICATIONS AND OTHER MATERIALS

a. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

b. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

11. CONTRACT ADMINISTRATION

The Contractor shall comply with 24 CFR, Part 570, Community Development Block Grants State Program Final Rule, and OMB Circular A-87, Cost Principles for State and Local Governments, except as directed otherwise in writing by ODOC, as they relate to the application, acceptance and use of federal funds and with the Oklahoma Department of Commerce requirements pursuant thereto, which are published in the ODOC CDBG Project Management Guide.

12. COMPENSATION TO CONTRACTOR

a. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred prior to the contract start date. No ODOC funds may be used for expenses incurred after the contract end date.

b. ODOC shall disburse funds to the Contractor upon receipt and approval by ODOC of timely, properly executed Requests for Payment of Contract Funds. The Contractor may submit a Request for Payment of Contract Funds as often as necessary to meet its financial obligations. All funds received shall be expended within fifteen (15) days of receipt. No funds shall be disbursed by ODOC when any of the following conditions are present:

(1) The latest Monthly Expenditure Report due has not been received and accepted by ODOC. The Contractor is required to submit a Monthly Expenditure Report by the tenth (10th) of the month following the receipt and/or expenditure of funds;

(2) Funds are requested for activities not listed on the contract budget or are in excess of the current budget amount for a particular activity.

c. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than sixty (60) days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures incurred prior to end date of contract. Any claim submitted after the sixty (60) days may be disallowed by ODOC.

d. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to the Contractor to effect proper cash management.

e. Payments by Contractor for administrative services will be made in conformance with the following schedule:

Phase II

90% During construction - paid on a pro rata basis as construction funds are expended

100% Project Completion Report filed

f. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Contractor may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§250, et seq.

13. PROCUREMENT
a. Procurement, management and disposition of property acquired with contract funds shall be governed by federal and State law, and as directed by ODOC in the CDBG Project Management Guide. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O.S. §§101, et seq.; 24 CFR subpart I. 570.489 (g); 24 CFR Part 85, subpart A; and 24 CFR 85.36 Procurement

b. Materials acquired for construction purposes shall be deemed real property once they have become part of the improvement.

14. RECORDS, REPORTS, DOCUMENTATION

a. The Contractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Specific types and forms of records required are in the ODOC CDBG Project Management Guide.

b. The Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related 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. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, HUD, the Comptroller General and ODOC, its agents and designees for inspection and use in carrying out its responsibilities for administration of funds.

c. The Contractor will submit to ODOC documentation of local leverage funds used for the project in such form and at such times as required by ODOC.

d. The Contractor has 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 the procuring of this contract.

15. CLOSING OUT OF CONTRACT

a. The Contractor shall promptly return to ODOC any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received as of the final date of the period funded.

b. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Contractor as of the final date of the period funded.

c. The Contractor cannot close out the contract until the project is completed and all monitoring issues have been resolved and approved by ODOC.

d. The Contractor shall submit closeout documents in accordance with CDBG Project Management Guide no later than sixty (60) days after the final date of the period funded or upon completion of the project, whichever comes first.

16. AUDIT, DISALLOWED COSTS

a. The Contractor shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made a part hereof.

b. The Contractor shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.

c. In the event an audit results in the determination that the Contractor has expended contract funds on unallowable costs, the Contractor shall reimburse ODOC in full for all such costs.

17. PROGRAM INCOME

The Contractor shall account to ODOC for all Program Income resulting from this agreement, as provided in 24 CFR 570.489(e) and any amendments thereto. Disposition of Program Income will be determined by ODOC.

18. INTERPRETATION, REMEDIES

a. In the event the terms or provisions of this contract are breached by either party or in the event a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§250, et seq.

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

c. This contract shall be construed and interpreted pursuant to Oklahoma law.

19. TERMINATION OR SUSPENSION

a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

b. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:

(1) Duplication of benefits. Disaster Recovery Funds are not to be used for activities by or for which funds are made available by FEMA, Army Corps of Engineers or other federal agencies.

(2) The Contractor fails to commence actual construction or otherwise begin implementation of the funded project within one hundred twenty (120) days from the start date of the contract;

(3) The Contractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC policies and issuances, or is unduly dilatory in executing its commitments under this contract;

(4) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out;

(5) The Contractor has submitted incorrect or incomplete documentation pertaining to this contract;

(6) The Contractor is unduly dilatory in executing its commitments under a prior contract with ODOC, including, but not limited to submission of any audits due, resolution of audit findings and monitoring results.

c. In the event of termination or suspension, the Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Contractor shall reduce to the minimum possible obligations, prepaid expenses and other costs.

d. The Contractor shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this agreement by the Contractor. ODOC may withhold payments due under this agreement pending resolution of the damages.

e. ODOC reserves the right to cancel, suspend or terminate this contract without notice, in the event the Contractor has outstanding issues relating to another contract with ODOC. These issues include but are not limited to:

(1) Failure to timely submit any required reports;

(2) Failure to respond to any communication from ODOC; and

(3) Failure to abide by any programmatic or ODOC requirements.

21. SEVERABILITY CLAUSE

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

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