

**FISCAL YEAR 2023
CONTRACT FOR PUBLIC SERVICES**

THIS CONTRACT, is made and entered into this 28th day of August, 2023 by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "City", and Congregate Housing for the Elderly and Handicapped, dba Autumn House, a non-profit corporation, hereinafter referred to as "Contractor";

W I T N E S S E T H:

WHEREAS, the City participates in the Community Development Block Grant (CDBG) program funded by the U.S. Department of Housing and Urban Development, using funds for the establishment and maintenance of a viable urban community and providing a suitable living environment for all persons; and

WHEREAS, City advertises and receives proposals from public service entities to provide the day-to-day conduct of eligible CDBG public service activities in the City;

WHEREAS, Contractor is both qualified and experienced in providing public services of benefit to Midwest City residents; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein for CDBG public services, the parties do hereby agree as follows:

1. Contractor's Scope of Work. Contractor will undertake and provide all services and products described in Schedule "A," attached hereto and incorporated as a part hereof by reference. Schedule "A" also includes miscellaneous agreement provisions. Day-to-day operation and administration of the public service activity that is the subject of this contract, including accounting and reporting responsibilities, shall be performed by and be the responsibility of Contractor. Contractor states that it possesses experience, knowledge and ability in conducting and performing the public service activity which is the subject of this contract and agrees to use such experience, knowledge and ability in its prosecution and completion of this program for the benefit of City. Contractor agrees to put forth its best efforts on behalf of City herein and promises to adhere to good business and professional practices in its prosecution and completion of this contract.
2. City's Responsibilities. It is mutually understood and agreed that the City intends to fully utilize the services of the Contractor to carry out the public services as indicated in Schedule "A" and shall not supplant said services with staff or any others without mutual agreement. The City will make available to the Contractor for his information or use, such data and materials as may be required by the Contractor in rendering the services provided for in this Contract.
3. Time of Performance. The term of this contract shall be from July 1, 2023, to June 30, 2024.
4. Compensation and Method of Payment. In exchange for the services and products to be provided under this contract, City shall provide compensation to Contractor not to exceed **\$14,000.00** as specified in Schedule "B" attached hereto and incorporated as a part hereof by reference. Contractor agrees to request payment

by a ten (10) day written notice from the City to the Contractor for the following reasons:

- a) Failure to perform the services set forth and requirements incident thereto,
- b) Making unauthorized or improper use of contract funds,
- c) Submission of reports or any documents pertaining to this contract which contain misrepresentation of any material respect,
- d) The carrying out of the contract is rendered improvable, unfeasible, impossible, or illegal,
- e) Upon the recommendation of the City that said contract be suspended or terminated.

Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

6. Changes. The City may 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.

7. Personnel. The Contractor represents that he has, or will secure at his 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. All of the services required hereunder will be performed by the Contractor or under his 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.

8. Debarred Contractors List Certification

Contractor certifies that they do not appear on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs, i.e., list of Debarred Contractors. The electronic version of the list is available at www.sam.gov.

Initial a

9. Subcontract Notification. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Contractor may enter into subcontracts for necessary assistance in completing the public service activity that is the subject of this contract. Such subcontracts shall be in accordance with applicable law and regulations; and, further, Contractor shall be responsible for the work performed by such subcontractors and for all expenditures made under such subcontracts. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

10. Assignability. The Contractor shall not assign any interest on this Contract and shall

contract make any claim, demand or application for any right or privilege applicable to an officer or employee of City including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

13. Hold Harmless Clause. The Contractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City, 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 Contractor. 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 or patent, trademark, 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 contractor, Contractor will specify that such subcontract or agents shall hold harmless the State.
14. Reports and Information. The Contractor, at such times and in such times and in such forms as the City may require, shall furnish the City such 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.
15. Records and Audits. Contractor shall furnish to City all reports required by the United States Department of Housing and Urban Development (HUD) and such additional reports as may be deemed necessary by City. City, HUD or the Comptroller General of the United States, or any of their duly authorized representatives, shall at all times have the right and option to monitor, inspect, audit and review Contractor's performance and operation of the public services performed under this contract; and, in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents or papers of Contractor and its subcontractors for the purpose of making audit examination, excerpts and transcriptions. The Contractor shall assist the City in maintaining accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. Contractor agrees to retain all records pertaining to this activity for a period of three (3) years after completion of activities performed under this agreement. If an audit finding is not resolved at the end of the three-year period, the records shall be retained until a finding is resolved.
16. Findings Confidential. All of 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.
17. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract. Contractor shall comply with all federal, state and municipal laws, rules and regulations. Contractor shall maintain adequate records of compliance with applicable laws, rules and regulations and

status, and handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex, familial status, or handicap. 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 all employees and applicants for employment, 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 race, color, national origin, religion, sex, familial status, and handicap.
- 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 comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the Contractor's non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City or federal government may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a

20. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, sex, familial status, and handicap, 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.
21. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities. If applicable to this Contract, Contractor shall provide, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 (low to moderate income) residents and business concerns.
22. Conflict of Interest. No officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which this project is situated, and no other public official of the City who exercise any functions or responsibilities with respect to this project during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract, or subcontract, or the proceeds thereof, for work to be performed in connection with this Contract.
23. Anti-Kickback Regulations. The Contractor shall comply with all applicable anti-kickback regulations covered under the Department of Labor Regulations 29 CFR, Part III.
24. Interpretation of Contract Provisions. In the event of any disagreement between the City and the Contractor, relative to the provisions of this Contract, the details of such disagreement shall be forwarded to the legal counsels of both parties for review and recommendation and such recommendation forwarded to the City's Council who jointly shall make the final determination.
25. Lobbying. The Contractor certifies to the best of its knowledge and belief:
 - a) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c) It will require that the language of paragraphs (a) and (b) of this contract be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

IN WITNESS WHEREOF, the parties hereto signify their agreement to all contained herein by the following executions:

CONGREGATE HOUSING FOR THE ELDERLY AND HANDICAPPED, DBA AUTUMN HOUSE, a non-profit corporation
UEI NO. ZLMEKLVWG4DQ6

Date: 9-11-2023

By: Shari Lopp

Shari Lopp / Executive Director
Print Name/Title



Joyce George
Print Name/Title
Deputy Director

CITY OF MIDWEST CITY, OKLAHOMA, a municipal corporation

Date: 10/26/23

By: Matthew D. Dukes II
Matthew D. Dukes II, Mayor

ATTEST:
(Seal)

Sara Hancock
Sara Hancock, City Clerk

Approved as to form and legality this 26th day of October, 2023.

By: Donald Maisch
Donald Maisch, City Attorney

SCHEDULE "A"

Autumn House shall seek to provide a social services program that delivers health-related continuing education, recreational programs, and activities for residents of Autumn House and for senior citizens living in the community.

Contract funds shall support the operation of the social services program by providing for staff costs, supplies, equipment, transportation and other operating expenses of a social services office. Funding may also be used for activities that provide meals, snacks/refreshments and other food products.

Autumn House shall maintain income data to support the predominant program assistance to low and moderate income persons as determined by the most recent HUD income guideline. Income documentation shall be the responsibility of Autumn House and access to such documentation shall be provided to the City of Midwest City, upon request.

Reports to be submitted to the City include an annual assessment of contract activities and participation/beneficiary information.

SCHEDULE "B"

Autumn House shall request contract payment as expended throughout the contract period of July 1, 2023, through June 30, 2024. No more than one request per month shall be made. Prior approval by the Grants Management staff will be needed in order to make more than one request per month. No more than \$14,000.00 shall be requested during the contract period.