

**HOUSING REHABILITATION PROGRAM INTERLOCAL
AGREEMENT BETWEEN THE CITY OF MOORE AND THE CITY OF
OKLAHOMA CITY**

THIS AGREEMENT made and entered into this 4th day of Aug. 2015, by and between THE CITY OF OKLAHOMA CITY, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter referred to as "The City" or "City") and THE CITY OF MOORE, a municipal corporation organized and existing under the laws of the State of Oklahoma, (hereinafter referred to as "Moore").

WITNESSETH:

WHEREAS, The City and Moore have agreed to cooperate in the provision of housing rehabilitation services to aid in the recovery of owner-occupied housing in areas within the city limits of Moore affected by the May 20, 2013 tornado; and

WHEREAS, Moore has been allocated \$26,300,000 Community Development Block Grant Disaster Recovery (CDBG-DR) funding to aid in the long-term recovery from the disaster under the oversight of the Oklahoma City Field Office of the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the use of the \$26,300,000 CDBG-DR funding must comply with the Disaster Relief Appropriations Act of 2013, the Housing and Community Development Act of 1974 (The Act) and implementation guidance published in Federal Register Notices dated March 5, 2013, December 16, 2013 and April 19, 2014; and

WHEREAS, Moore has not established a housing rehabilitation program under The Act that can be adapted to comply with the requirements of the Federal Register Notices associated with the CDBG-DR funding; and

WHEREAS, The City has an ongoing CDBG based housing rehabilitation program that complies with all current requirements of the Act, and can be expanded to accomplish up to the estimated 50 housing rehabilitation projects within the corporate limits of Moore pursuant to this Interlocal Agreement; and

WHEREAS, the Oklahoma City Field Office of HUD has requested The City assist Moore with the rehabilitation of owner occupied housing in the areas affected by the May 20, 2013 tornado, and

WHEREAS, the City desires to assist Moore in its housing rehabilitation program in exchange for Moore compensating City for eligible staff time, overhead and project management expenses; and

WHEREAS, both parties believe that collaborating on the Housing Rehabilitation Program will mutually benefit both communities by facilitating the rehabilitation of decent, safe and affordable housing principally for persons of low and moderate income; and

WHEREAS, the parties hereto have an agreement to jointly establish and conduct the housing rehabilitation program utilizing City Housing Rehabilitation Program employees to

conduct housing rehabilitation program management activities in Moore pursuant to the Interlocal Cooperation Act, Oklahoma Statutes Title 74 § 1001et seq. which governs the power of political subdivisions in Oklahoma to cooperate or contract with other governmental units.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the professional services required to further the housing rehabilitation needs of Moore, the parties hereto agree as follows:

1. TERM

This Agreement shall become effective July 1, 2015 and shall extend to June 30, 2016. This Agreement maybe renewed under the same terms and conditions as in this Agreement, unless modified in writing and executed with the same formalities as are provided for in this Agreement. Otherwise, renewal is limited to three (3) additional one year terms, and renewal is conditional, based upon the availability of funding to undertake the agreed upon activities.

2. NOTICES

A. CITY

All notices given pursuant to this Agreement shall be in writing, delivered in person or mailed by United States mail, postage prepaid; e-mailed, or faxed (with hard copy follow up by mail or delivery) and addressed as follows::

The City of Oklahoma City
Planning Department
420 West Main, Suite 900
Oklahoma City, Oklahoma 73102
Steve.rhodes@okc.gov / fax 405-297-2009

or to such other official or address as the City Manager of Oklahoma City may from time to time specify in writing.

B. MOORE

Notices to Moore shall be in writing, personally served, or sent by certified mail, return receipt requested, to:

The City of Moore
Capital Planning & Resiliency
301 N. Broadway Ave.
Moore, Oklahoma 73160
jjakubowski@cityofmoore.com / Fax: (405) 793-4573

or to such other official or address as The City and Moore may from time to time specify in writing.

3. SERVICES

The City and Moore shall perform in accordance with sound professional practices and in the best interests of The City and Moore all of the various professional services set forth in the Scope of Services identified in Exhibit "A," which is attached hereto and made a part hereof.

4. COMPLETE AGREEMENT

This is the complete agreement between the parties and no additions, alterations, or changes in this agreement shall be effective unless reduced to writing and signed by both parties herein, in conformity with the same formalities observed in execution of this Agreement.

5. EXECUTION IN MULTIPLE COUNTERPARTS

This Agreement shall be executed in multiple counterparts, each copy of which shall be deemed an original.

6. LAWS GOVERNING TORT LIABILITY OF THE PARTIES

The parties agree that the Governmental Tort Claims Act, 51 O.S. 1991 §151 et seq. and shall govern all tort actions brought against any party or group of parties. Nothing herein shall be construed as a waiver of the sovereign immunity of any of the parties.

7. EACH PARTY RESPONSIBLE FOR ACTS OF ITS AGENTS

Each party shall be solely responsible for the acts or omissions of its employees and/or agents under this Agreement subject to the limitations set forth in the Governmental Tort Claims Act, 51 O.S. 1991 §151 et seq., but not for the acts or omissions of the public officers, employees and/or agents of the other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the parties or between officers, agents, and/or employees of any party with any of the other parties.

8. NONDISCRIMINATION

The City agrees not to discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2), in furnishing or refusing to furnish to such person or persons the use of the services covered under this Agreement.

9. TERMINATION FOR CONVENIENCE

- a. Each party hereto may terminate this Agreement, in whole or in part, for convenience. Termination shall be by delivery of a notice to the City or Moore, pursuant to the paragraph titled "Notices" herein.
- b. Upon receipt of a notice of termination, the City shall (1) immediately discontinue all work and services affected (unless the Notice directs otherwise), and (2), upon payment for work performed, deliver to Moore all documents, data, equipment and other information and materials accumulated in performing this Agreement, whether complete or incomplete unless the Notice directs otherwise.
- c. Upon termination for convenience by Moore, Moore shall pay The City for all work and services rendered pursuant to the Scope of Services attached hereto as Exhibit A, up to the time

of the Notice of Termination, in accordance with the terms, limits and conditions of this Agreement and as further limited by the not to exceed amounts set out in this Agreement.

- d. The rights and remedies of the parties provided in this paragraph are in addition to any other rights and remedies provided by law or under this Agreement.
- e. If at any point funding is no longer available to Moore for execution of activities associated with this Agreement, Moore shall notify City, and all contracted work and services shall immediately cease. Upon payment for work performed, City shall deliver to Moore all documents, data, equipment and other information materials accumulated in performance of this Agreement, whether complete or incomplete until such time that funding becomes available.

10. STOP WORK

Upon Notice to The City, Moore may issue a stop work order suspending the performance of work and/or services under this Agreement. Provided, however, the stop work order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, SPECIFICATIONS AND REGULATIONS.

The City and Moore shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining to the work and/or services provided by this Agreement.

IN WITNESS WHEREOF, this Agreement was approved and executed by the City of Oklahoma City this 4th day of August, 2015.

ATTEST:

CITY OF OKLAHOMA CITY

The seal of the City of Oklahoma City is circular with a central shield. The shield is divided into four quadrants, each containing a different symbol: a plow, a sheaf of wheat, a bundle of cotton, and a bundle of tobacco. The shield is surrounded by a wreath. The words "SEAL OF THE CITY OF OKLAHOMA CITY" are inscribed around the perimeter of the seal.

Anna King
CITY CLERK

Mick Cornett
MICK CORNETT, MAYOR

REVIEWED as to form and legality.

Paul Brumby
Assistant Municipal Counselor

IN WITNESS WHEREOF, this Agreement was executed and approved by The City of Moore, this 6th day of July, 2015.

ATTEST:

CITY OF MOORE


LINDA STEWART, DEPUTY CITY CLERK




GLENN LEWIS, MAYOR

REVIEWED as to form and legality.


Municipal Counselor

EXHIBIT "A"
SCOPE OF SERVICES

The City and Moore will collaborate on the provision of housing rehabilitation services in compliance with the appropriate laws, regulations and requirements associated with the Disaster Relief Act of 2013, The Act and all relevant Federal Register Notices. The City and Moore will perform the duties and responsibilities outlined below.

A. CITY

The City agrees to provide the following services:

1. Site specific environmental reviews in compliance with 24 CFR Part 58 to include:
 - a. Property inspections
 - b. Photographs
 - c. State Historic Preservation Officer Clearance (SHPO) (if not applicable under Moore programmatic agreement with SHPO)
 - d. Noise calculations
 - e. Lead hazard inspections and testing as needed using XRF equipment
 - f. Online research of EPA websites of known environmental hazards in the vicinity of the project
 - g. Submission of completed environmental review packet for Moore's approval as Responsible Entity under Part 58 and inclusion in Environmental Review Record.
2. Housing Rehabilitation Program Management to include:
 - a. Hiring and training of Housing Rehabilitation Inspectors
 - b. Ensuring Certification of Contractors for Lead Based Paint through the Department of Environmental Quality and Environmental Protection Agency
 - c. Preparing work write-ups on each project
 - d. Soliciting bids and reviewing bid submissions against authorized work write-ups for cost reasonableness
 - e. Reviewing and certifying completion of work on claims submitted by contractors for payment
 - f. Tracking City employee time and expenses related to all rehabilitation projects within the Moore area for invoicing. This includes, but is not limited to, lead-based paint inspector training and annual certification/recertification costs for at least one Housing Rehabilitation Inspector; parking, fuel, and vehicle maintenance; and cell phone costs
 - g. Providing limited online access to the City's Housing Rehabilitation Tracking System associated with Moore housing rehabilitation project activities. Moore will set up all client information in the database. The City will prepare all work write ups and track all contractor invoicing in the database. Moore will have read access to all data. All Moore data will be provided to Moore at completion of the program or at termination of this Agreement
 - h. Invoicing. For completed housing rehabilitation projects, the City will invoice Moore a project management fee not to exceed 5% of hard construction costs.

For any project approved for bidding by Moore that is subsequently cancelled by either Moore or its client, the City will invoice Moore project management costs in an amount not to exceed \$500.

B. MOORE

Moore agrees to perform the following in compliance with the Housing and Community Development Act of 1974, the Disaster Relief Appropriations Act of 2013 and all applicable Federal Register Notices associated therewith:

1. Environmental Review Responsible Entity under 24 CFR Part 58
 - a. Preparing HUD Environmental Review under Part 58 and establishing policies to provide a tiered assessment before specific addresses are known that may include but is not limited to, activities in a 100-year flood hazard area, acceptable noise levels, and zoning requirements
 - b. Providing base information needs to the City to include number of railroad engines, train frequency, and railroad track information, as well as traffic counts by street segment as needed by the City to prepare noise calculations
 - c. Publishing the Environmental Review and Notice of Intent to Request Release of Funds
 - d. Submitting HUD form 7015.15 Request for Release of Funds
 - e. Signing as the Responsible Entity on HUD site specific review statutory checklists prepared by The City
 - f. Maintaining the Environmental Review Record
2. Housing Rehabilitation Program Management
 - a. Marketing and outreach to recruit qualified applications for assistance to meet encumbrance and expenditure deadlines
 - b. Qualifying households for program activities based on income, ownership, citizenship, insurance requirements, underwriting or other requirements that Moore may impose
 - c. Preparing loan documents, loan closing and document recording based on work schedule completed by City and approved by Moore
 - d. Performing analysis of duplication of benefit and certifications
 - e. Project accounting and if necessary, loan servicing
 - f. Establishing rehabilitation policies regarding project eligibility and extent of rehabilitation activities to be completed (i.e., only properties affected by storm damage or other eligibility criteria) that may affect work write ups
 - g. Completing all required grant and project information in HUD's Disaster Recovery Grant Reporting System (DRGR)
 - h. Approving and paying claims
 - i. Approving work write-ups prior to bidding
 - j. Managing contractor retainage as a warranty for rehabilitation work
 - k. Managing homeowner contributions if necessary
 - l. Moore and The City agree to jointly debar if rehabilitation contractors fail to honor warranty work.
 - m. Establishing and managing homeowner complaint procedures

- n. In addition to the costs in A.2(h) above, providing funding to equip a housing rehabilitation inspector hired by The City to carry out the housing rehabilitation activities within Moore corporate limits. Equipment shall include computer, printer, phone, desk, tools, ladder, coveralls, shoes, tape measure and a vehicle for one inspector (or reimburse for use of City owned equipment). All equipment loaned by Moore to City for use pursuant to this Agreement shall be returned to Moore at completion of the contract.