



Community Development Services

"Providing Technical Services to Developers of Community Nationwide"

2215 Canterbury Circle, Maryville, Tennessee 37803
865.607.7174 - CBlair@housingta.com - Website: www.HousingTA.com

CONTRACT

This Contract is entered into between the City of Moore, Oklahoma. ("the City"), a Oklahoma municipality, with principal offices at 301 N. Broadway, Moore, Oklahoma 73160 and Community Development Services ("CDS"), a proprietorship, with principal offices at 2215 Canterbury Circle, Maryville, Tennessee 37803;

Whereas, the City requires the services of CDS as a consultant to the City in the completion of certain tasks related to the ongoing planning and operations of various Federal community development programs to be applied for or currently administered by the City, as detailed herein;

Whereas, the CDS has agreed to provide said services, to the extent outlined herein;

NOW THEREFORE, in consideration of the premises and conditions set forth below the party's contract;

Section 1

Term, Termination, and Expansion

- 1) The term of the contract shall be from September 1st, 2014 through August 31st, 2015

- 2) The contract may be terminated for cause by either party with thirty (30) calendar days written notice to the addresses noted herein, subject to provisions noted in Section 3.
- 3) The contract may be extended or expanded as provided for in Section 6

Section 2 Scope of Services

- 1) CDS contracts to provide the City with technical services in support of the City's ongoing recovery from the tornadoes of May 2013. Specifically:
 - a) CDS will provide ongoing technical services to the City on an on-demand basis for the CDBG-DR program;
 - b) CDS will assist the City in preparing the City's Consolidated Plan;
 - c) CDS will assist the City in writing a Redevelopment RFP;
 - d) CDS will assist the City in responding to a National Disaster Resilience Competition;
- 2) CDS will provide ongoing technical services to the City on an on-demand basis for such other tasks at the City may determine

Section 3 Payment Schedule, Terms and Conditions

The City agrees to pay CDS for services rendered on the following schedule, terms and conditions:

- 1) The parties agree that the labor costs for technical services shall be defined at the following billable rates per hour, to the nearest quarter hour:
 - a) For Charlie Blair: \$150 per hour;
 - b) All labor costs shall be supported by documentation of hours expended against the contract to the nearest quarter hour.

- 2) The parties agree that the expense costs for any site visits, printing expenses, or travel expenses, shall be invoiced and paid by the City as expenses are incurred. All expenses shall be supported by original receipts and shall be subject to the following limitations.

<u>Expense</u>	<u>Limitation</u>	<u>Notes</u>
Per Diem	Federal Per Diem rate for Moore, OK	¾'s of Federal Per Diem for travel day to the site, and travel day from the site. No receipt required
Mileage	.56 a mile	Current Federal Mileage Rate to and from local airport. No receipt required
Lodging	Federal Per Diem rate for Moore, OK	Supported by receipt
Airfare	Round-trip coach at cost	Supported by receipt
Car Rental	Full size or less at cost	Supported by receipt
Taxi/Train/Bus fare	At Cost	Supported by receipt
Gas for Rental Car	At Cost	Supported by receipt
Tolls	At Cost	Supported by receipt
Parking	At Cost	Supported by receipt
Conference Calls	At Cost	Supported by receipt
Incidental Costs: Printing, etc	At Cost	Supported by receipt

- 3) CDS shall be permitted to invoice the City once each month during the contract period for reimbursement of labor and expenses incurred by CDS during the previous month.
- 4) The City agrees to make full payment of any properly submitted invoice within thirty days of the invoice date.

Section 4 Proprietary Information

The parties agree that each will hold any proprietary information learned as a result of this Contract in confidence. The parties will not, during or after the term of this Contract, disclose such proprietary information to any other person or entity for any reason whatsoever, unless required by Title 51 O.S. Section 24A.1 et. seq., also known as the State of Oklahoma Open Records Act.

Section 5
Understanding and Authorization

This Contract shall constitute the entire understanding of the parties and any other understanding or representation of any kind shall not be binding upon either party. Each party represents that they are authorized by their organization to enter into this Contract and to bind their organization to its terms.

Section 6
Modification

Any modification of this Contract or additional obligations assumed by either party in connection with this Contract shall be binding only if placed in writing and signed by each party or an authorized representative thereof. Should any portion of this Contract be found to be invalid it shall not be deemed to invalidate the entire Contract.

Section 7
Assignment

The rights of either party under this agreement may not be assigned or transferred to any other person, firm, corporation or other entity, without the prior, express, written consent of the other.

Section 8
Law

This Contract shall at all times be governed, construed and enforced by the laws of the State of Oklahoma. Prior to any litigation, disputes arising from this Contract shall be

subject to arbitration as defined in accordance with the laws of the State of Oklahoma.
The venue for any and all arbitration shall be in Cleveland County, Oklahoma.

**Section 9
Execution**

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, however all of which together shall constitute one and the same instrument.

**Section 10
Notifications**

All notifications concerning this Contract shall be sent to the following addresses:

To: The City of Moore at:

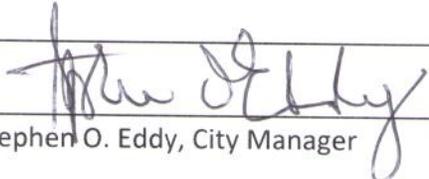
City of Moore
301 N. Broadway
Moore, Oklahoma 73160

To: Community Development Services at:

Community Development Services
2215 Canterbury Circle
Maryville, Tennessee 37803

IN WITNESS WHEREOF, each party has caused this Contract to be executed on the date indicated below, on this, the fifth and sixth page of six pages.

The City of Moore

BY: _____


Stephen O. Eddy, City Manager

DATE: 08/29/2014

Community Development Services

Charliz Blair

BY:
Proprietor

DATE: August 29,2014



COMMUNITY DEVELOPMENT SERVICES

Providing Technical Services to Developers of Community Nationwide

2215 Canterbury Circle, Maryville, TN 37803

www.housingta.com 865.607.7174 CBlair@Housingta.com

Amendment I

In accordance with Section 6: Modification; of the Contract for Technical Services between the City of Moore and Community Development Services executed on 29 August 2014, the parties agree to the following replacement for Section 10:

Section 10

Notifications and Record Retention

1) All notifications concerning this Contract shall be sent to the following addresses:

To: The City of Moore at:

Jared Jakubowski

City of Moore

301 N. Broadway

Moore, Oklahoma 73160

To: Community Development Services at:

Community Development Services

2215 Canterbury Circle

Maryville, Tennessee 37803

2) Community Development Services agrees to provide access by the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of

their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

IN WITNESS WHEREOF, each party has caused this Amendment to the Contract to be executed on the date indicated below, on this, the second of two pages.

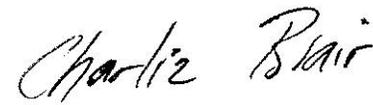
The City of Moore

BY: 

Stan Drake, Assistant City Manager

DATE: April 30, 2015

Community Development Services


BY:
Proprietor

DATE: April 30th, 2015



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2215 Canterbury Circle, Maryville, TN 37803

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Amendment II

In accordance with Section 6: Modification; of the Contract for Technical Services between the City of Moore and Community Development Services executed on 29 August 2014, the parties agree to an extension of the term of the Contract for a period not to exceed 60 days from the date provided in Section 1:

Section 1

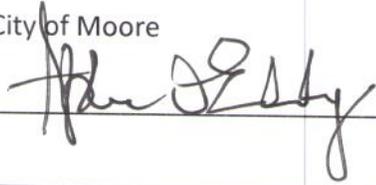
Term, Termination, and Expansion

- 1) The term of the contract shall be from September 1st, 2014 through August 31st, 2015
- 2) The contract may be terminated for cause by either party with thirty (30) calendar days written notice to the addresses noted herein, subject to provisions noted in Section 3.
- 3) The contract may be extended or expanded as provided for in Section 6

IN WITNESS WHEREOF, each party has caused this Amendment to the Contract to be executed on the date indicated below, on this, the second of two pages.

The City of Moore

BY: _____



Stephen O Eddy – City Manager

DATE: _____

8-28-15

Community Development Services



BY:
Proprietor

DATE: August 28th, 2015



City of Moore Oklahoma

301 N. Broadway, Moore, OK 73160 | (405) 793-5000 | www.cityofmoore.com

MEMO

Date: August 29, 2014

To: File-Community Development Services

From: Jared Jakubowski, Grants Manager 

Re: Sole Source Procurement of Community Development Services

On August 29, 2014 the City of Moore entered into a contact with Community Development Services for technical assistance for the Community Development Block Grant-Disaster Recovery (CDBG-DR) program. We reviewed the federal regulations, and no other bid was sought due to the following:

In August 2014 the City of Moore recognized the necessity to:

1. Assemble policies and procedures for several proposed CDBG-DR funded programs;
 - a. Infrastructure and Public Facilities;
 - b. Housing Rehabilitation;
 - c. Financial Management of CDBG-DR;
2. Undertake an analysis of staffing for CDBG-DR;
3. Prepare a Master Redevelopment Plan RFQ for an LMI mixed use project to be partially funded with CDBG-DR;
4. Determine the timing of a Substantial Amendment to the City's Action Plan; and
5. Determine how the City might effectively approach an NDRC application.

The City determined that the City had an unusual and compelling urgency due to the timeframes required to meet the various deadlines required by the CDBG-DR allocation for implementation and expenditure of CDBG-DR funds.

The City determined that the likely time for a full procurement would cause injury to the City by making implementation of the necessary capacity infrastructure for implementing the CDBG-DR

grant award difficult if not impossible within the timeframes necessary to meet implementation and expenditure requirements of the CDBG-DR grant award. Thus, the City saw potential financial injury from not being able to meet required benchmarks as the compelling urgency.

The City determined that the likely cost of a sole source contract for a one year period would not exceed the requirements of 6.304

The City determined that there were a limited number of potential contractors with expertise in CDBG-DR and a more limited number of potential contractors with knowledge of the local situation, the constraints of the local socio-economic and political environment, and the specialized technical skills needed to complete the identified tasks.

The City contacted three potential contractors and determined that one, Community Development Services, was the lowest cost contractor with over twenty years' experience with CDBG-DR, knowledge of the City's local situation, the constraints of the local socio-economic and political environment, and the specialized technical skills needed to complete the identified tasks.

Of those contacted, Community Development Services (CDS) had assisted the City as a sub-contractor to TDA, Inc. in identifying and quantifying the unmet need, developing the initial required Action Plan, and developing an overall assessment of the capacity needed to implement the CDBG-DR award, thereby meeting the City's compelling need. In addition CDS had the lowest billable rate of the contractors contacted.

6.302-2 Unusual and compelling urgency

(a) Authority.

(1) Citations: [10 U.S.C. 2304\(c\)\(2\)](#) or [41 U.S.C. 253\(c\)\(2\)](#).

(2) When the agency's need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless the agency is permitted to limit the number of sources from which it solicits bids or proposals, full and open competition need not be provided for.

(b) *Application*. This authority applies in those situations where—

(1) An unusual and compelling urgency precludes full and open competition; and

(2) Delay in award of a contract would result in serious injury, financial or other, to the Government.

(c) Limitations.

(1) Contracts awarded using this authority shall be supported by the written justifications and approvals described in [6.303](#) and [6.304](#). These justifications may be made and approved after contract award when preparation and approval prior to award would unreasonably delay the acquisition.

(2) This statutory authority requires that agencies shall request offers from as many potential sources as is practicable under the circumstances.

(d) Period of Performance.

(1) The total period of performance of a contract awarded using this authority—

(i) May not exceed the time necessary—

(A) To meet the unusual and compelling requirements of the work to be performed under the contract; and

(B) For the agency to enter into another contract for the required goods and services through the use of competitive procedures; and

(ii) May not exceed one year unless the head of the agency entering into the contract determines that exceptional circumstances apply.

(2) The requirements in paragraph (d)(1) of this section shall apply to any contract in an amount greater than the simplified acquisition threshold.

(3) The determination of exceptional circumstances is in addition to the approval of the justification in [6.304](#).

(4) The determination may be made after contract award when making the determination prior to award would unreasonably delay the acquisition.