



STATE OF OKLAHOMA

OFFICE OF JUVENILE AFFAIRS

Accountability, Protection, Prevention

FY2010

**Community Intervention Center
Interlocal Agreement
Renewal of 2009 Contract**

City of Clinton

Robert E. “Gene” Christian, Executive Director

Dennis Gober, Director

Community-Based Youth Services Division

Master - CRL2010-469R, CRL2010-364

Attachment A = Budget form

Attachment B = Claim Form

Exhibit 1 = Primary Subcontract

STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
COMMUNITY INTERVENTION CENTER- FIRST YEAR RENEWAL
CITY OF CLINTON

This renewal, consisting of 3 pages, along with the current Contract and any previous amendments, modifications, or renewals thereto, shall become the "Renewed Contract" upon effective date of this document. This Renewed Contract is made and entered into by and between OJA, and Contractor. The purpose of the Renewed Contract is to exercise the option to renew as specified in paragraph two of Section I. "Contract Period". This is the first of two available options to renew and is for the period of July 1, 2009 through June 30, 2010. All other terms and conditions of the current Contract with any amendments or modifications hereto shall remain in full effect with the exception of the items listed below:

1. First paragraph of Section I "Contract Period" is changed to read:

The term of the Contract shall be effective from the latter of 1st day of July, 2009 or date of execution, to 30th day of June, 2010 with option to renew for one consecutive 12-month period. Work done before the effective date of the Contract is at the Contractor's risk.

2. The following paragraph, Section II "Compensation" is changed to read:

II. Compensation

For and in consideration of the performance of this Contract by Contractor, OJA agrees to pay an amount, including travel expenses, not to exceed **Two Hundred Eight Thousand and 00/100th Dollars (\$208,000.00)**, for the cost incurred while performing the services agreed upon herein. Payments will be made to Contractor upon receipt by OJA of properly completed invoices. Billings shall be submitted in the format and in accordance with procedures prescribed by OJA. Attached hereto as Attachment A is a copy of the present format prescribed by OJA. By law, OJA cannot pay in advance of receipt of services.

In the event that any cost item claimed by Contractor is subsequently disallowed by OJA, Contractor shall repay OJA on demand the amount of such disallowed claim. At the discretion of OJA, it may deduct from subsequent payments to Contractor the amount of any disallowed claim, without prejudice to Contractor to contest such deduction and to establish the allowability of such cost item.

Invoices shall be submitted to OJA by the 20th day of the month for expenditures which occurred in the preceding month.

Contractor shall attach to the Contract a program budget using the format represented by Attachment B prior to returning the Contract to OJA for execution.

3. Paragraph I, Indemnity, General Terms and Conditions, is change to read:

I. Indemnity.

Unless prohibited by Article 10 of the Oklahoma Constitution, Contractor agrees to indemnify and hold OJA harmless against any and all bodily injuries and property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of this contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, Contractor shall indemnify and hold OJA harmless

under this contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under this contract shall indemnify and hold OJA harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from the subcontractor's actions, inaction, or other conduct related to or arising from this contract.

4. Paragraph C. Liability Insurance, Special Terms and Conditions, is changed to read:

C. Liability Insurance.

If Contractor is a self-insured municipal corporation which pays approved damages claims from its sinking fund under Article 10, Oklahoma Constitution, § 28, and 62 O.S. § 431, and as such is not required to purchase liability insurance, the parties agree that Contractor must require any subcontractor under this Interlocal Agreement to obtain liability insurance from an insurance carrier acceptable to OJA in a minimum amount of one million dollars (\$1,000,000.00) to insure against claims for bodily injury, property damage, civil rights actions, or other actions or claims arising from or resulting from this Interlocal Agreement, and that any subcontractor will provide a certificate of insurance to OJA prior to commencing any services or other work under the subcontract. The required insurance policy must contain a provision that OJA will be notified at least thirty (30) days prior to the cancellation or other termination of the insurance policy for any reason.

Any subcontractor under this Interlocal Agreement must provide to OJA copies of insurance agreements or policies showing statutorily required insurance coverage for Workers' Compensation and Unemployment insurance for its employees.

5. Paragraph F. Ownership of Equipment, is changed to read:

F. Ownership of Equipment.

Any equipment or other tangible object approved by OJA to be purchased with the funds provided through the contract shall be the property of OJA, and shall be held, maintained, and safeguarded by the Contractor for the benefit of OJA. Upon termination or upon notice that the contract will not be renewed or extended, for whatever reason, Contractor shall return such equipment or materials within fifteen (15) days at the Contractor's sole cost and expense. The Contractor shall return the equipment to OJA's State Office during normal business hours, with at least 24 hours written notice. Contractor shall submit a complete inventory listing of all equipment purchased with CIC contract funds. The final claim of the fiscal year will not be processed until submission of the inventory listing. Any equipment purchased with these funds shall be marked as "Property of the Office of Juvenile Affairs."

If Contractor is not a self-insured municipal corporation, Contractor must obtain insurance for the benefit of OJA.

The parties further agree that any subcontract under this Interlocal Agreement must contain a requirement that any subcontractor must insure all property described in this Subsection and provide to OJA documentation which evidences the existence and amount of such insurance, along with the agreement of the insurance company that it will notify OJA at least thirty (30)

days before the expiration of such insurance for any reason or the Contractor agrees hereby to pay OJA for any damage or loss to such property.

VI. Signatures

For the faithful performance of the terms of this contract the parties hereto in their capacities as stated, affix their signatures.

OFFICE OF JUVENILE AFFAIRS

City of Clinton

Robert E. "Gene" Christian,
Executive Director

Date: _____

By: _____
Mayor Date

Print Name

Approved as to form and legality on behalf of
the City this ____ day of ____, 20__.

_____, City
Attorney

Print Name

ATTEST:

By: _____

City Clerk

4/30/2009

COMMUNITY INTERVENTION CENTER FY2010 BUDGET

COMMUNITY INTERVENTION CENTER FY2010 BUDGET			
CONTRACTOR			
EXPENDITURE CATEGORIES	CITY	STATE	TOTAL
*Personnel Salaries			
FICA, Retirement, etc.			
Insurance (i.e. health, wrk comp)			
Other (specify)			
TOTAL PERSONNEL			
Individual Consultants			
Service Organizations			
TOTAL CONSULTANTS/ CONTRACTORS			
EQUIPMENT			
Travel In-State miles per diem			
TOTAL TRAVEL			
MAINTANCE/REPAIR			
Rent (rate/mo)			
Postage			
Telephone			
PRINTING/PUB/ADV/BINDING			
Utilities			
MEMBERSHIP			
Office Supplies/Postage			
Food/personal supplies			
OSBI/Drug Screening			
Liability insurance			
Other (specify) Uniforms, training, prevention prgms.			
TOTAL SUPPLIES AND OPERATING EXPENSES:			
ATTORNEY TIME			
ADMINISTRATION			
GRAND TOTALS			
*On a separate schedule, please indicate the number of FTE rate of pay for each.			
**If applicable, on a separate schedule, please provide cost breakout and justification for each equipment type being requested.			

CIC CLAIM FORM					
INVOICE					
PO#					
CONTRACTOR:					
ASSIGNED TO:					
MAILING ADDRESS					
CLAIM FOR REIMBURSEMENT -		FROM	TO		
EXPENDITURE CATEGORIES	BUDGET	CLAIM	YTD EXP	BALANCE	
Personnel Salaries					
Payroll taxes					
Fringe Benefits					
Worker Comp. Insurance					
TOTAL PERSONNEL					
Individual Consultants					
Service Organizations					
TOTAL CONSULTANTS/ CONTRACTORS					
EQUIPMENT					
Travel In-State miles per diem					
TOTAL TRAVEL					
MAINTANCE/REPAIR					
Rent (rate/mo)					
Postage					
Telephone					
PRINTING/PUB/ADV/BINDING					
Utilities					
MEMBERSHIP					
Office Supplies/Postage					
Food/personal supplies					
OSBI/Drug Screening					
Liability insurance					
Other (specify) Uniforms, training, prevention prgms.					
TOTAL SUPPLIES AND OPERATING EXPENSES:					
GRAND TOTALS:					
I attest that the amount requested for reimbursement is cost incurred in the provision of services as prescribed in the contract.					
Claimant		Date			
Claimant		Date			