

AGREEMENT FOR PROFESSIONAL SERVICES

SOUTH WESTERN OKLAHOMA DEVELOPMENT AUTHORITY AND CITY OF CLINTON

Pursuant to this Agreement, South Western Oklahoma Development Authority ("SWODA"), an interlocal, governmental trust authority and the City of Clinton, Oklahoma ("City of Clinton"), agree as follows:

WHEREAS, the City of Clinton is a governmental entity organized and existing under the laws of the State of Oklahoma; and

WHEREAS, SWODA is a governmental entity created by the local municipalities, counties and conservation districts in Beckham, Custer, Greer, Harmon, Jackson, Kiowa, Roger Mills and Washita counties as a public trust. The mission and purpose of SWODA is to strengthen local governments by providing professional services and technical assistance, promote orderly growth and development through job creation, and the preservation of environmental integrity, and improve the quality of life by enhancing and maximizing economic and social opportunities for the region and its citizens; and

WHEREAS, SWODA has for more than 15 years promoted, fostered and otherwise provisioned for comprehensive land use planning, zoning regulation, and economic development planning and assistance in the region and has a particular interest and certain knowledge and extensive experience in working with counties and local governments with the development and deployment of such professional planning services, and in coordination with other organizations which would be of benefit to the City of Clinton; and

WHEREAS, SWODA desires to facilitate the work of the City of Clinton in support of the provision, maintenance and deployment of a Community Wildfire Protection Plan under Oklahoma Department of Agriculture, Food, and Forestry-Forestry Services program funding guidelines; and

WHEREAS, the City of Clinton desires to utilize the experience and knowledge of SWODA and to engage SWODA to provide certain program services and personnel and develop certain work products of benefit to the City of Clinton in support of its delivery of a comprehensive Community Wildfire Protection Plan; and

NOW, THEREFORE, in exchange for the consideration, covenants, agreements and premises set forth herein, the parties hereto agree as follows:

1. Scope of Work and Services.

The Scope of Work to be provided by SWODA to the City of Clinton in performance of this Agreement shall consist of the provision of the Scope of Work and Program Services set forth in Attachment "A", attached hereto together with the other obligations set forth herein. SWODA intends that Mr. Mark Gardner shall be the lead staff person responsible for execution and completion of the obligations of SWODA in performance of this Agreement. Mr. Gardner or his designee will ensure and monitor all services that are to be performed hereunder and that appropriate resources and personnel of SWODA will be deployed to perform the appropriate tasks to the satisfaction of the City of Clinton.

2. Compensation.

Payment for work and services under the Scope of Work and Program Services section of this Agreement shall be as follows:

- a. Payment on Reimbursement Basis. It is expressly understood and agreed that payments made by the City of Clinton under this Agreement are for reimbursement of expenses for the work and services and under the terms and conditions of this Agreement.
- b. Compensation. Under the terms of this Agreement, SWODA agrees to perform the work and services described in the Scope of Work and Program Services, and to provide any appropriate reports or other materials required herein. The City of Clinton agrees to reimburse SWODA in an amount not to exceed ten thousand dollars (\$10,000.00) for the work and services performed.
- c. Additional Services and Rates of Compensation. The City of Clinton may request that SWODA provide additional work or services over and above services described in paragraph b, hereinabove. Any such additional services to be provided by SWODA to the City of Clinton shall be charged and compensated based upon the type of service at the following described rates:
 - Professional planning services -\$75.00 per hour
 - Professional geographic information System (GIS) services - \$75.00 per hour
 - Administrative, clerical services - \$45.00 per hour
 - Other Expenses - Actual cost.

The Parties agree that the City of Clinton shall request any additional services of SWODA in writing, and that SWODA shall be compensated at the rates herein described.

3. General Provisions.

SWODA agrees that the progression of the Scope of Work and Program Services shall to the extent possible be in a planned, systematic and logical manner, with an emphasis on the efficient and effective deployment of development of a Community Wildfire Protection Plan and other services as mutually agreed to in this agreement.

- a. SWODA shall, to the best of its ability, work with the City of Clinton and appropriate personnel of the City of Clinton and any other providers or entities having professional service agreements with the City of Clinton in order to foster a plan of benefit to the City of Clinton.
- b. SWODA agrees to provide and assign to the tasks specified in this Agreement the qualified and competent personnel necessary to accomplish the Scope of Work and Program Services in a viable, efficient and effective manner.
- c. SWODA agrees to devote its best efforts and resources to the Scope of Work and Program Services and to the City of Clinton's interests and will endeavor in every way to satisfy all the provisions of this Agreement.
- d. The standard of care applicable to SWODA's Scope of Work and Program Services will be the degree of skill and diligence normally employed by professionals and consultants performing the same or similar services.
- e. Subject to any confidentiality agreements and requirements, the parties agree to provide to each other reasonable access to and use of their respective database files and data and other statistical information relative to the Scope of Work and Program Services and activities to be performed hereunder, without cost or charges.
- f. Independent Contractor Status: the parties hereby acknowledge and covenant that SWODA is an independent contractor and will act exclusively

as an independent contractor and not as an employee of the City of Clinton in performing its duties hereunder. The parties do not intend and will not hold out that there exists any corporation, joint venture, undertaking for profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. The City of Clinton will not withhold any social security tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to SWODA. All such taxes, if due, are the responsibilities of SWODA, SWODA agrees not to make any claims to any welfare or retirement benefits available to qualified employees of the City of Clinton, for work done in relation to this Agreement.

4. Cancellation.

- a. The City of Clinton or SWODA may cancel this Agreement, or any portion of this Agreement, upon written notice to the other party. Such notice shall be deemed to have been received when deposited in the United States Postal Service, via certified mail, return receipt requested, with proper address and sufficient postage thereon. If the cancellation is for the convenience of the City of Clinton and not for any impropriety, default, or breach of contract on the part of SWODA, the City of Clinton shall provide sixty (60) days written notice of the cancellation. Upon receipt of written notice of cancellation whether for convenience or for cause, SWODA shall do no further work and make no further commitments or expenditures related to this Agreement without the express, written consent of the City of Clinton. If the cancellation is for the convenience of SWODA and not for any impropriety, default, or breach of contract on the part of the City of Clinton, SWODA shall provide sixty (60) days written notice of cancellation.
- b. After the date of cancellation hereof, the City of Clinton shall reimburse SWODA for Work Product and Program Services actually provided or incurred, and appropriately and properly documented by SWODA while this Agreement was in effect and incurred up to the date of cancellation, all in accordance with the billing procedure and the provisions of this Agreement.
- c. SWODA will deliver to the City of Clinton, within a reasonably prudent time of its request, such data and data files, work product, and materials requested by the City of Clinton pertaining to the Scope of Work and Program Services rendered or to be rendered hereunder.

5. Oklahoma Law.

- a. SWODA shall comply with all applicable Oklahoma laws and statutes governing the City of Clinton, and the laws of the United States of America relating or pertaining in any manner to this Agreement.
- b. The laws of the State of Oklahoma shall govern the validity of this Agreement, its interpretation, construction and performance, and any other claims related to it. The parties agree that any action, at law or in equity, regarding or relating to this Agreement shall be brought in a Court of appropriate jurisdiction in Custer County.

6. Notices.

- a. Notices to the City of Clinton shall be in writing and personally served, or faxed with receipt confirmation, or sent by certified mail to:

Mayor of the City of Clinton
P.O. Box 1177
Clinton, Oklahoma 73601-1177
Or to such other official and/or address as the City of Clinton may from time to time specify in writing to SWODA.

- b. Notices to SWODA shall be in writing and personally served, or faxed with receipt confirmation, or sent by certified mail to:
Debora Glasgow, Deputy Executive Director
South Western Oklahoma Development Authority
P.O. Box 569
Burns Flat, OK 73624
Or to such other official and/or address as SWODA may from time to time specify in writing to the City of Clinton.

7. Assignment and Amendment.

This Agreement cannot be assigned or transferred unless approved in writing by the City of Clinton. This Agreement may only be modified by written amendment executed by SWODA and the City of Clinton.

8. Effective date, Agreement term and Time

This Agreement shall become effective upon execution by the City of Clinton.

APPROVED by the South Western Oklahoma Development Authority this ____ day of _____, 2010.

SWODA

Debora Glasgow, Deputy Executive Director

APPROVED by the City of Clinton this ____ day of _____, 2010.

CITY OF CLINTON

Allen Bryson, Mayor

ATTACHMENT A

SCOPE OF WORK and PROGRAM SERVICES

A. Convene Decision Makers

1. Form core team made up of representatives from the appropriate local governments, local fire authority, and Oklahoma Department of Agriculture, Food, and Forestry Division.

B. Involve Federal Agencies

1. Identify and engage local representatives of the USFS and BIA
2. Contact and involve other land management agencies as appropriate.

C. Engage Interested Parties

1. Contact and encourage active involvement in plan development from a broad range of interested organization and stakeholders.

D. Establish a Community Base Map

1. Work with partners to establish a baseline map of the community that defines the community's WUI and displays inhabited areas at risk, forested area that contain critical human infrastructure and forested areas at risk for large-scale fire disturbance.

E. Develop a Community Risk Assessment

1. Work with partners to develop a community risk assessment that considers fuel hazards; risk of wildfire occurrence; homes, businesses, and essential infrastructure at risk; other community values at risk; and local preparedness capability.
2. Rate the level of risk for each factor and incorporate into the base map as appropriate.

F. Establish Community Priorities and Recommendations

1. Use the base map and community risk assessment to facilitate a collaborative community discussion that leads to the identification of local priorities for fuel treatment, reducing structure ignitability, and other issues of interest, such as improving fire response capability.
2. Clearly indicate whether priority projects are directly related to protection for communities and essential infrastructure or to reducing wildfire risk to other community values.

G. Develop an Action Plan and Assessment Strategy

1. Consider developing a detailed implementation strategy accompany the CWPP, as well as a monitoring plan that will ensure long-term success.

H. Finalize Community Wildfire Protection Plan

1. Finalize the CWPP and communicate the results to the community and key partners.