

2024-25 PROFESSIONAL SERVICES AGREEMENT NO: COKC01017
BY AND BETWEEN THE CITY OF OKLAHOMA CITY AND THE BOYS
AND GIRLS CLUBS OF OKLAHOMA COUNTY, FOR OUT-OF-
SCHOOL TIME PROGRAMMING

19TH NOVEMBER

This contract dated this ____ day of _____, 2024, by and between the City of Oklahoma City, a municipal corporation, hereinafter called CITY, having a principal place of business located at 200 N. Walker, Oklahoma City, OK 73102, and the Boys and Girls Clubs of Oklahoma County, hereinafter called BGC, having a principal place of business located at 3700 N. Classen Boulevard, Suite 125, Oklahoma City, Oklahoma 73118, for high-quality, out-of-school time youth services for students in Strong Neighborhoods Initiative (SNI) target areas.

WHEREAS, the Housing and Community Development Act of 1974 authorizes the use of Community Development Block Grant funds (CDBG), administered by the US Department of Housing and Urban Development, for the establishment and maintenance of viable urban communities as social, economic and political entities; and

WHEREAS, on August 4, 2020, the Oklahoma City Council approved the 2020-2024 Consolidated Plan application to HUD, which included the use of CDBG funds for out-of-school programming in Strong Neighborhoods Initiative (SNI) target areas; and

WHEREAS, the Oklahoma City Council authorized the current boundaries and program objectives for the SNI on January 3, 2023; and

WHEREAS, the Oklahoma City Council and the Oklahoma City Public Schools support and encourage partnerships between the two entities- and others - for the betterment of the entire community; and

WHEREAS, out-of-school programming has been listed as a high priority by parents, neighborhood residents, and school officials for children attending public schools in the SNI target areas; and

WHEREAS, on April 9, 2024 (Item No. IX. AC), City Council authorized a Request for Proposals (RFP-OCITY-161), to allow solicitation for non-profit service providers who specialize in youth programming, specifically during out-of-school time, to provide activities for students in families with low-and moderate-incomes, who reside in current Strong Neighborhoods Initiative areas: Capitol Hill, Martin Luther King, and Metro Park, within Oklahoma City; and

WHEREAS, BGC, a not-for-profit organization, was one of three respondents to the RFP on May 8, 2024; and

WHEREAS, on May 20, 2024, a Selection Committee comprised of members from the City's Planning Department, a community member, and designees from the City's Chief Financial Officer and City Manager, met to review and score the proposals, and BGC scored the highest.; and

WHEREAS, BGC fulfilled all previous contractual obligations in a satisfactory manner, and both parties wish to continue to work cooperatively to provide out-of-school time youth services.

NOW, THEREFORE, both parties agree to all the foregoing and further agree as follows:

1. Scope of Work
BGC shall undertake and provide all services, administrative tasks and products described in Schedule "A", attached hereto and incorporated as a part hereof by reference.
2. Term of Agreement
The term of this Agreement shall be retroactive from July 1, 2024 to June 30, 2025. All scheduled work provided for in this Agreement shall be completed by June 30, 2025.
3. Compensation
Under the terms of this Agreement, BGC agrees to perform the work described in the Scope of Work attached hereto as Schedule "A". The City agrees, upon the submission of a proper invoice, to reimburse BGC for services rendered in an amount not to exceed Three hundred Forty-Nine Thousand, Seven Hundred and Seventy-Five Dollars (\$349,775).
4. Contract Renewal Option
 - a. The Contract will be renewable for four (4) additional one-year periods at the option of CITY. Should CITY desire to renew the Contract, a renewal letter shall be furnished to BGC at least thirty days prior to the expiration date of the Contract. (Such letter shall not be deemed to commit CITY to renew this Agreement).
 - b. Upon receipt of CITY's renewal letter, BGC shall, if desired, sign and return the letter agreeing to continue contract performance for an additional one-year period.
 - c. Should CITY exercise this option for renewal, the Agreement as renewed shall be deemed to include this option provision, except that the total duration of this Agreement, including any renewals, shall not exceed five (5) years.
 - d. In all cases, Agreement renewals shall be submitted to the Oklahoma City Council for consideration, which shall include whether sufficient appropriations are available for the fiscal year for which the renewal is sought.
5. BGC shall comply with all federal, state and municipal laws, rules and regulations applicable to the community development program that is the subject of this Agreement, with attention to the following:
 - a. Title VI of the Civil Rights Act. No person shall be excluded from participation in, denied the benefits of, or subjected to discrimination, while participating in any program or activity receiving Federal financial assistance, on the basis of race, color, religion or national origin. BGC shall maintain complete records on all applicants, and disposition of such applications.
 - b. BGC shall comply with applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR Part 200 https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl%20
 - (i) BGC shall comply with the provisions of 2 CFR Part 200.420 through 200.476 which detail acceptable cost principles and "Considerations for selected items of cost".
 - (ii) The provisions of 2 CFR Part 200.305(b) shall govern payments to subrecipients as applicable. The CITY shall comply with the standards of 200.305(b) in making payments, except that no requests for advance funds shall be considered.
 - (iii) The minimum retention period referenced in 2 CFR Part 200.333, pertaining to individual CDBG activities, shall be four (4) years. The retention period shall start from the date of submission of the final expenditure report or, for Federal awards

that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity.

(iv) Funds shall not be used to purchase Real property or equipment.

(v) Concerning termination of this Agreement, BGC shall comply with the provisions of 2 CFR 200.340, as well as Section 14 of this Agreement.

c. Documentation Necessary for Required Assurances. For purposes of this Agreement, BGC agrees to retain all records pertaining to Community Development Block Grant funded activities for a period of four (4) years from the date of submission of the final expenditure report; for awards that are renewed annually, records shall be retained for a period of four (4) years from the date of submission of the annual financial report. BGC shall retain records in accordance with the requirements of 24 CFR 200.334 for audits started before expiration of the four (4) year period and for certain other record retention provisions.

d. Religious Organizations: CDBG funds may not be used for religious activities.

6. Reports and Audits

Upon request, BGC shall furnish to CITY all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, and guidelines. Further, upon request, BGC shall provide any other reports deemed reasonably necessary by CITY. CITY, the Federal Grant agency 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 BGC's performance and operation of the Community Development Program to be performed under this Agreement; 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 BGC and the subcontractors of BGC, for the purpose of making audit examination, excerpts and transcriptions.

7. Personnel Policies and Internal Procedures

Personnel Policies, pay scales and operating procedures of BGC shall be the responsibility of and shall be determined by BGC; PROVIDED HOWEVER, THAT BGC SHALL MAINTAIN AND STAFF A FACILITY ACCESSIBLE TO CITIZENS SEEKING TO CONDUCT BUSINESS WITH BGC ON EVERY WORKING DAY OF THE YEAR. Such policies and procedures shall be in accordance with applicable laws and regulations. Copies of such personnel policies, pay scales and internal operating procedures, including any amendments thereto, shall be furnished to the CITY.

8. Citizen Participation

The BGC shall take such actions as may be necessary or appropriate to assure ongoing citizen participation in the projects or activities funded under this Agreement, as required by applicable law, regulations, guidelines, and CITY policy statements.

9. Conflict of Interest

No member, officer, or employee of BGC or CITY, or their designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to the program, or who are in a position to participate in a decision making process or gain inside information with regard to activities, may obtain a financial interest or benefit from the assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to such assisted activity, or with respect to proceeds of the assisted activity, either for

themselves or those with whom they have business or immediate family ties, during his or her tenure or for one year thereafter.

10. BGC SHALL EXECUTE A LOBBYING CERTIFICATION ("SCHEDULE B") AS AN ATTACHMENT TO THIS DOCUMENT.

11. Hold Harmless Clause

BGC shall defend, indemnify and save harmless CITY from any and all claims and causes of action against said CITY for damages or injury to any person or property arising solely out of, or in connection with the negligent performance or negligent acts of BGC, its subcontractors, agents or employees under the terms of this Agreement. In addition to the foregoing, BGC agrees to hold harmless CITY from any liability arising from the claims of BGC's subcontractors or any others which BGC might employ or obtain services or materials from in connection with the performance of this Agreement.

12. Independent Contractor Status

BGC shall be an independent contractor of CITY. BGC agrees to conduct itself in a manner consistent with such status and further agrees that it shall neither hold itself out as nor claim to be an officer, employee or agent of CITY by reason of this Agreement, and that it shall not by reason of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer, employee or agent of CITY, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

13. Termination

This Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) days' written notice from CITY to BGC for the following reasons:

- a. Failure to perform the services set forth in the scope of services and requirements incident thereto.
- b. Making unauthorized or improper use of funds provided under this Agreement.
- c. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
- d. The carrying out of the Scope of Work or the objectives of this Agreement are rendered unfeasible, impossible, or illegal.
- e. Failure of HUD to make funds available or if HUD suspends funds for any reason.
- f. Upon the determination of CITY that the Agreement be suspended or terminated, without cause.
- g. For the convenience of the CITY at any time, in accordance with 2 CFR 200.340.

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.

14. Execution of Non-Discrimination Certificate (SCHEDULE "C")

In connection with the performance of this Agreement BGC shall sign the attached Non-Discrimination Certificate "SCHEDULE C". BGC agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, age, or disability. BGC further agrees to take affirmative action to ensure that employees are treated without regard to their race, creed, religion, color, national origin, sex, familial status, handicap, age, or ancestry which actions shall

include, but not be limited to employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

a. BGC shall post an anti-discrimination notice in a conspicuous place, available to employees and applicants for employment setting forth provisions of this section. BGC further agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). In the event of the BGC'S non-compliance with this non-discrimination clause, this Agreement may be canceled or terminated by the CITY and BGC declared by the CITY ineligible for further contracts with the CITY until satisfactory proof of intent to comply shall be made by BGC. BGC further agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Agreement.

15. Miscellaneous

Should it become necessary to determine the meaning or otherwise interpret any word, phrase or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of laws or equity, it is expressly agreed that the laws of the State of Oklahoma shall exclusively control same.

16. BGC certifies by execution of this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The provisions regarding suspension and debarment are found at 2 CFR 200.214 and 2 CFR Part 180.

17. BGC and subcontractors shall comply with requirements established by the System for Award Management (SAM) database, and the Federal Funding Accountability and Transparency Act, including 2 CFR Part 25, Appendix A to Part 25, and 2 CFR Part 170.

a. BGC and its contractors and subcontractors, prior to entering a contract for the use of CDBG funds shall:

(i) Obtain a valid Unique Entity ID (UEI)

(ii) Register or update registration in the System of Award Management (SAM) Federal database of debarred contractors, and

(iii) Maintain an active and approved SAM registration with current information at all times during which it has an active contract or award involving CDBG funds.

b. For all subcontracts in excess of \$25,000, BGC shall compare each contractor or subcontractor business name and UEI number against the SAM database. BGC shall print and retain the results of the SAM search in the contract file for auditing purposes and maintain these for a minimum of three (3) years after the Award Close-out date. BGC shall not award contracts to any entity that is not listed as "active" on the SAM database.

18. BGC states that it possesses experience, know-how, and ability in conducting and performing the program that is the subject of this Agreement and agrees to use such experience, know-how and ability in its prosecution and completion of this Agreement for the benefit of CITY. BGC 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated by the authorized signatures below.

APPROVED by the City Council and SIGNED by the Mayor on this 19TH day of NOVEMBER, 2024.

**BOYS AND GIRLS CLUBS OF
OKLAHOMA COUNTY**

Teena E Belcik
Teena Belcik, President and CEO

ATTEST:

Amy K. Simpson
City Clerk



CITY OF OKLAHOMA CITY

David Holt
Mayor

REVIEWED as to form and legality.

Yveta E. Douglas-Talley
Assistant Municipal Counselor

SCHEDULE "A"

SCOPE OF WORK & PAYMENT

OBJECTIVE:

The Boys and Girls Clubs of Oklahoma County (BGC) shall provide high-quality, afterschool and summer programming to students utilizing the Strong Neighborhoods Initiative (SNI) Out-of-School Time Program Priorities listed below. This shall be accomplished with guidance and collaboration with the Oklahoma City Public Schools (OKCPS), The City of Oklahoma City (CITY), and the community. The Programs shall be available to students who attend Adelaide Lee Elementary (grades 1-4), Capitol Hill Middle School (grades 5-8), FD Moon Middle School (grades 5-8), and Thelma Parks Elementary School (grades 1-4).

SNI OUT-OF-SCHOOL TIME PROGRAM PRIORITIES:

1. **Academic tutoring:** academic enrichment, that includes individual attention for students struggling with reading, math and science
2. **Personal well-being:** programs focused on helping a child cope with the normal stresses of life, and building strong relationships with others
3. **Life skills:** programs such as nutrition, swim lessons, bicycle repair, pet care, personal safety, civic involvement and mentoring
4. **Recreation & physical activity:** programs such as sports, yoga, outdoor activities and other physical activities
5. **Future self:** introduction to careers and financial readiness skills such as budgeting and saving
6. **Arts & Creativity:** programs that include arts, theatre, dance and music
7. **STEM:** enrichment in areas such as computer coding, robotics, city-building, engineering, and environmental sciences
8. **Community engagement:** opportunities to engage with community and neighborhood leaders on projects such as park designs, public art, tree planting, walkability studies, information sharing, and volunteer opportunities

COOPERATIVE PROGRAM DELIVERY:

1. Prior to implementing this Program, BGC shall convene with CITY and OKCPS staff, to establish a schedule, curriculum and staffing plan, and submit the documentation to CITY and OKCPS. Each of the Out-of-School Time Program Priorities listed above must be incorporated and identified in the curriculum each semester. During the school year, every participant shall receive a minimum of one hour of academic tutoring or homework help each day.
2. BGC shall perform extensive community outreach and provide application information to prospective participants. Applications shall be kept confidential but shall be provided to CITY upon request to ensure participant eligibility for federal grant reporting purposes.
3. BGC shall:
 - a. Offer afterschool programming at the schools concurrent with days that OKCPS is in session a minimum of 2 hours per day.
 - b. Offer summer programming for elementary students from July 1, 2024, to June 30, 2025.

- c. Arrange for and receive proper permissions from parents/guardians and/or OKCPS staff for all facility, transportation, food, supplies, activities, field trips, background checks, liability insurance, and other program-related services, fees and needs.
- d. Provide scheduling, contracting, instructor compensation and oversight of program.
- e. Work cooperatively and assist OKCPS as needed to ensure program evaluation data, attendance forms, and other relevant program documentation is collected as needed to assess the program, student academic gain and to satisfy expenditure and federal grant reporting requirements.
- f. Follow the OKCPS confidentiality procedures to ensure the confidentiality of all children participating in the program.
- g. Maintain communication with CITY and OKCPS regarding issues, successes, leadership, corporate partners and program providers. Be available to speak publicly about the program.

PROJECT FEE AND PAYMENT SCHEDULE:

Invoices shall be submitted no later than the 15th day of the month following the reporting period. Invoices shall include the invoice date, service period, fee, purchase order number, agreement number, and the number of students served. Supporting documentation with a summary of services provided during that service period shall be attached. The total amount reimbursed for performance of this contract shall not exceed the Agreement amount of \$349,775.

Within five (5) days of submittal of the Invoice, City shall review and approve or reject the payment request, as appropriate. If approved, City shall pay the invoice in accordance with its purchasing policies and procedures. If the invoice is rejected, City shall notify BGC of the reason(s) for the rejection. BGC shall then provide the necessary information, or make the necessary corrections or adjustments, to gain approval of the invoice and payment request. BGC shall submit all claims pursuant to this Agreement not longer than three (3) months after this Agreement ends for any reason, including its expiration.

BOYS AND GIRLS CLUBS OF OKLAHOMA COUNTY

Teena E. Belcik
President and CEO

10/30/24
Date

SCHEDULE "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, 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.
- (2) If any funds other than Federal appropriated funds have been paid or shall 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

BOYS AND GIRLS CLUBS OF OKLAHOMA COUNTY

Teena E. Belick
President and CEO

10/30/24
Date

SCHEDULE "C"
NON-DISCRIMINATION STATEMENT

As a contractor of the CITY and a recipient of federal funding, BGC must execute and post this statement in a conspicuous place available to employees and applicants for employment.

BGC agrees in connection with performing work under the agreement(s)/contract(s) with the CITY or its public trusts:

- That BGC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, age, or disability as defined by the Americans with Disabilities Act of 1990, §3(2).
- The BGC will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sexual orientation, gender identity, or national origin. 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.
- BGC will, in all solicitations or advertisements for employees placed by or on behalf of the BGC, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sexual orientation, gender identity, or national origin.
- BGC agrees to include this non-discrimination clause in any subcontract connected with performing City trust agreement(s)/contract(s).

In the event of BGC's non-compliance with the above non-discrimination clause, this agreement may be canceled or terminated by the City. The BGC may be declared by the City and or its Trusts ineligible for further agreement (s)/contract(s) with the City/Trust until satisfactory proof of intent to comply is made by the contractor.

Oklahoma City Municipal Code Chapter 25, Section 25-41.

Federal Executive Order 11246

BOYS AND GIRLS CLUBS OF OKLAHOMA COUNTY

Teena E Belcik
President and CEO

10/30/24
Date