

CONTRACT FOR SERVICES

This contract is entered into this 3rd day of September, 2019, by and between the City of Broken Arrow, Oklahoma, (hereinafter “City”), and Oklahoma Municipal Management Services (hereinafter “OMMS”). The parties agree as follows:

WHEREAS:

1. OMMS offers a variety of municipal management services to Oklahoma municipalities, including but not limited to management assistance, interim management placement, advice, consultation, studies and evaluations.
2. OMMS offers said services, by a municipal management professional, with the purpose of enhancing the quality of municipal government provided throughout the state.
3. City will benefit from the services offered by OMMS.
4. Approval of this agreement is in the best interest of the City and residents of the City of Broken Arrow, Oklahoma.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. OMMS agrees to provide the following services to the City, above and beyond those services provided in return for annual dues.
2. Management assistance through a designated Interim Director of Engineering and Construction; OMMS agree to provide this service at a rate of \$75.00 per hour, not to exceed 30 hours a week unless written approval is provided by the City’s Assistant City Manager of Operations.
3. The services shall consist of:

Assisting with professional engineering work on municipal infrastructure including water, sanitary sewer, stormwater sewer, streets, publicly-owned facilities and community development projects and programs.

Reviewing project development plans for compliance with codes, regulations and standards, adequacy of applications for permits and compliance with approved plans.

Coordinating the preparation of engineering plans and specifications.

Overseeing assigned projects in order to ensure compliance with time and budget parameters.

Assisting in project management on the construction of public works projects.

Maintaining contact with consulting engineers, construction project engineers, city, county, state and federal agencies, professional and technical groups and the general public regarding division activities and services; as well as other duties as assigned.

Performing administrative duties for the department including approving timesheets, time off requests, etc.

4. Additional services shall be upon written agreement of the parties; either party may cancel this contract upon a thirty (30) day written notice to the other party.
5. OMMS shall provide a monthly invoice to the City and OMMS shall be responsible for paying the designated Interim Director of Engineering and Construction.
6. This contract shall not be assignable to any other party without written consent.
7. This contract constitutes the entire agreement between the parties.

The term of this agreement shall be on a month to month basis, not to exceed six (6) months unless extended by written agreement by both parties.

Approved this 3rd day of September, 2019, by the City of Broken Arrow, Oklahoma.

CITY OF BROKEN ARROW, OKLAHOMA

Craig Thurmond, Mayor

ATTEST:


Curtis Green, City Clerk

APPROVED AS TO FORM:



Deputy City Attorney

OMMS:



Steve Whitlock, Executive Director

APPROVED AS TO FORM:

David Weatherford, General Counsel