

**SPECIAL PROJECTS AGREEMENT FOR SECTOR PLANS 2017**

**Exhibit B to Services Agreement Between the City of Tulsa and Tulsa Development Authority**

**Special Projects Agreement- Sector Plans 2017**

The purpose of this agreement effective the     day of November, 2017 ("Special Project Agreement") is to outline roles and responsibilities of each the City of Tulsa (City) and Tulsa Development Authority (TDA) for the successful execution of a specific project. This Special Project Agreement is subject to the provisions of the Services Agreement between the parties dated the 20th day of October, 2014, which addresses the day to day operations and relationship between the parties ("Services Agreement"). Rates and services associated with this Special Project Agreement shall be as specifically outlined and agreed to in this document. In the event of a conflict between this Special Project Agreement and the Services Agreement, the terms of this Special Project Agreement shall control.

**Project Title:** Sector Plans 2017 – Preparation and Adoption of Sector Plans for Crutchfield, Pearl and Crosbie Heights Neighborhoods (the "Project")

**Project Location:** Crutchfield, Pearl and Crosbie Heights Neighborhoods, City of Tulsa, Oklahoma

**Current Property Owner:** Various ownerships

**Description:** The preparation and adoption of Sector Plans for the Crutchfield, Pearl and Crosbie Heights Neighborhoods under the administration of the Tulsa Development Authority (TDA) with the assistance of the City of Tulsa Planning & Development Department providing Mr. Leon Davis as Project Manager and additional staff and support as requested by the TDA and further utilizing the services of planning consultants Fregonese Associates and Tharp Planning Group (the "Planning Consultants").

**Services to be provided:** The preparation and adoption of the Sector Plans shall be administered by the TDA with all actions and services devoted to the project to be subject to the direction and approval of the Board of Commissioners of the TDA. Mr. O. C. Walker, TDA Executive Director, shall administer the Project. Mr. Leon Davis, from the City of Tulsa Planning and Development Department will act as the Project Manager for the Project and shall coordinate his activities with the Mr. O. C. Walker, Executive Director of the TDA. The City of Tulsa Planning and Development Department will provide such additional

services and assistance as requested by TDA. Planning consultants Fregonese Associates and Tharp Planning Group shall, under contract with the City and the TDA for this Project, provide services to assist the TDA and the City of Tulsa in the preparation and adoption of the Sector Plans comprising the Project.

The services to be provided and coordinated are set forth on the attached:

1. Memorandum from Mr. Theron Warlick, Senior Planner and Mr. Leon Davis, Asset Manager and Valuation Administrator, with the City of Tulsa Planning and Development Department dated September 6, 2017 (Attachment A); and
2. That certain project approach and methodology detail memorandum from Fregonese Associates and Tharp Planning Group to Theron Warlick dated September 30, 2017, as it applies to the preparation and adoption of Sector Plans for the Project (Attachment B).

**Term: Until completion of the Project unless terminated by either party upon sixty days advance written notice.**

**Compensation Structure:** TDA shall pay the sum of Sixty Thousand One-Hundred Sixty Dollars (\$60,160.00) for the employment of professional planning service providers Fregonese Associates and Tharp Planning Group for the preparation of Sector Plans for the Crutchfield, Pearl and Crosbie Heights Neighborhoods in form and content acceptable to the TDA and in compliance with statutory requirements for adoption by the City of Tulsa, plus additional costs for services of City of Tulsa Planning Department support staff member Leon Davis for management services and other associated costs (to be provided pursuant to the terms of a special project addendum to the City of Tulsa/TDA Special Services Agreement), to assist TDA in the preparation and presentation of documents necessary for production and adoption of individual Sector Plans for The Crutchfield Area Neighborhood, The Pearl Area Neighborhood and the The Crosbie Heights Neighborhood .

**PAYMENT FOR SERVICES PROVIDED BY CITY AND/OR PLANNING CONSULTANTS FOR SERVICES ON BEHALF OF THE PROJECT**

1.1 City of Tulsa (City) shall provide services to TDA, as requested by TDA under the terms of this Special Projects Agreement. Each City employee, agent and contractor providing services to TDA on behalf of City under this Agreement shall provide to City on a quarterly basis:

1. An invoice identifying the tasks and services performed for City and/or the Planning Consultants during the previous calendar quarter.

2. The invoice shall state the number of hours of service provided to TDA by each City employee, agent and contractor and identify the specific project and tasks for which the services were provided on a daily basis.

3. The invoice will also state the hourly rate of pay, as well as rates for fringe benefits and administrative costs, of each City employee, agent and contractor providing services to TDA, as well as a subtotal of hours and cost (rate times hours) provided on behalf of this Special Project for such previous quarter.

4. A schedule of rates and services for City staff for the term of this special project agreement is attached (Attachment C).

1.2 Each City staff member providing services to TDA shall prepare a daily log of time spent on this special project. The log shall identify the specific project, the specific task(s) performed by the City staff member with respect to the project on that day, and the amount of time (rounded to one sixth (1/6) of an hour increments) spent on each task. The daily logs shall be maintained by the City by project name and number and made available to TDA for review by TDA.

1.3 The Planning Director of the City of Tulsa Planning & Development Department, or designee, shall be responsible for reviewing the accuracy of the invoices and daily logs of City staff and assuring that the required information with a request to bill is provided to the City Finance Department in a timely manner each quarter to allow for timely invoicing by City to TDA. The Planning Director's, or designee's, time fulfilling the tasks under this Section 1.3 shall not be charged to TDA.

1.4 TDA's Executive Director shall review and authorize payment for invoiced charges for services provided under Section 1.1 above within thirty days of receipt of an invoice for such services. TDA reserves the right to question or dispute charges in accordance with section 1.5 below.

1.5 In the event that TDA has questions regarding any invoiced charges, the Executive Director of TDA, or designee, shall contact the Planning Director of the City of Tulsa Planning & Development Department. The Planning Director of the City of Tulsa Planning & Development Department shall determine the propriety of the charges, authorize appropriate adjustment of the charges, if any, and notify the Executive Director, or designee, of TDA of his/her determination. In the event that the Executive Director of TDA, or designee, has further questions or concerns regarding the invoiced charges, he/she shall contact the Planning Director of the City of Tulsa Planning & Development Department within ten (10) days of receipt of the determination to arrange a meeting to resolve the concerns.

1.6 In the event that charges for services provided by City staff for the Project are payable from another TDA dedicated funding source(s) for this Special Project, City and Planning Consultants shall be paid for services rendered from such other dedicated funding source(s) instead of from the TDA general funds account.

*Changes to this agreement must be in the form of a contract amendment executed by both parties.*

This agreement was approved by the Tulsa Development Authority Board of Directors by Resolution on the \_\_\_\_ day of November, 2017(attached).

**Tulsa Development Authority,**

\_\_\_\_\_  
Roy Peters, Jr., Chairman

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
Jot Hartley, General Counsel  
Tulsa Development Authority

**City of Tulsa, a municipal corporation,**

\_\_\_\_\_  
G. T. Bynum, Mayor

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to form:**

\_\_\_\_\_  
Assistant City Attorney

**Approved:**

\_\_\_\_\_  
Planning Director, Planning & Development Department, City of Tulsa