



City of Enid
401 W. Owen K. Garriott Road
Enid, Oklahoma 73701
580-234-0400

VANCE DEVELOPMENT AUTHORITY

NOTICE OF MEETING

Notice is hereby given that the Enid Vance Development Authority will meet in special session at 10:00 a.m. on the 7th day of September, 2017, in Lower Level Conference Room in the basement of the City Administration Building, located at 401 W. Owen K. Garriott Road, Enid, Oklahoma, and the agenda for said meeting is as follows:

- AGENDA -

VANCE DEVELOPMENT AUTHORITY

1. **CALL TO ORDER/ROLL CALL.**
2. **APPROVAL OF MINUTES OF THE AUGUST 1, 2017 RESCHEDULED REGULAR VANCE DEVELOPMENT AUTHORITY MEETING.**
3. **CONSIDER A RESOLUTION AUTHORIZING CHANGES TO THE VANCE SCHOLARSHIP PROGRAM.**
4. **UPDATE ON FEDERAL-RELATED ISSUES.**
 - DEPARTMENT OF DEFENSE CLEARINGHOUSE/AIRSPACE UPDATE**
 - BASE REALIGNMENT AND CLOSURE (McCain BRAC Amendment) UPDATE**
5. **UPDATE NECESSARY MILCON PROJECTS FOR VANCE AIR FORCE BASE.**
6. **DISCUSS OKLAHOMA STRATEGIC MILITARY PLANNING COMMISSION (OSMPC) PROJECTS FOR VANCE AIR FORCE BASE.**
7. **DISCUSS AIR SPACE INTERIM STUDY (RESULTS AVAILABLE OCTOBER 10, 2017).**
8. **CONSIDER APPROVAL AND RECOMMENDATION OF PROFESSIONAL SERVICES CONTRACT WITH MIKE COOPER THROUGH JUNE 30, 2022 TO THE ENID CITY COMMISSION.**
9. **ADJOURN.**

Vance Development Authority

3.

Meeting Date: 09/07/2017

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER A RESOLUTION AUTHORIZING CHANGES TO THE VANCE SCHOLARSHIP PROGRAM.

BACKGROUND:

During a previous discussion, it was determined that due to changes in education, there was a need to address specifications provided for in the current Vance Scholarship Program. The intent of this resolution is to change the language to include online courses, help and support spouses and dependents, and to provide for better job opportunities.

RECOMMENDATION:

Approve Resolution.

PRESENTER:

Jennifer Smith, Accounting Manager
Carol Lahman, Interim City Attorney

Attachments

Resolution

RESOLUTION OF THE VANCE DEVELOPMENT AUTHORITY (HEREINAFTER REFERRED TO AS THE VDA) AMENDING THE VANCE HIGHER EDUCATION AND VOCATIONAL/TECHNICAL TRAINING SCHOLARSHIP PROGRAM (HEREINAFTER REFERRED TO AS THE "PROGRAM"), BY THE AMENDMENT OF SUCH PROGRAM TO PROVIDE THAT SCHOLARSHIPS ARE AVAILABLE FOR FALL, SPRING AND SUMMER SEMESTERS AND ALLOWING FOR ONLINE COURSES AT THE PARTICIPATING EDUCATIONAL INSTITUTIONS.

RESOLUTION

WHEREAS, the City of Enid has had a scholarship program since 1994 for active duty military personnel, their spouses and dependents, and Department of Defense civilians employed and or associated with Vance Air Force Base (hereinafter referred to as Vance Persons); and

WHEREAS, the VDA continues to support the enhancement of Vance Air Force Base, its mission and the quality of life of Vance Persons, including providing them with higher educational and technical training opportunities through the VDA's Scholarship program; and

WHEREAS, education and technical training continue to evolve as does the method of providing said education and training, it is necessary to make improvements to the program to better address the current needs of Vance Persons.

NOW THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND THE TRUSTEES OF THE VANCE DEVELOPMENT AUTHORITY THAT:

The program shall provide scholarships for fall, spring and summer semesters; allow funding for text books for all three semesters; allow for scholarships for online courses from the participating educational institutions; as more fully set out in exhibit A to this resolution.

Passed and approved this 7th day of September, 2017.

Vance Development Authority

William E. Shewey, Chairman

(SEAL)

ATTEST:

Alissa Lack, Secretary

Approved as to Form and Legality:

Carol Lahman, Interim City Attorney

Vance Higher Education and Technical Training Scholarship Program

INTRODUCTION

One of the central Purposes of the Vance Development Authority is to enhance the quality of life and educational opportunities of Vance Persons through the offering of scholarships.

DEFINITIONS

For the purpose of this Program the following definitions shall apply:

Dependent shall mean a person other than the active duty military person or his/her spouse, who is under the age of 25, or is handicapped or disabled, and who is living with such active duty military person.

Participating educational entities shall mean and be limited to Autry Technology Center, Northwestern Oklahoma State University, Northern Oklahoma College, and any higher education institutions providing classes in conjunction with NWOSU and NOC in Enid.

Vance Persons shall mean active duty military personnel, their spouses, dependents and Department of Defense civilians employed or associated with Vance Air Force Base.

PROGRAM

1. Applicants may take classes at Northern Oklahoma College (Enid Campus only), Northwestern Oklahoma State University (Enid Campus only) and Autry Technology Center. Online courses from these three educational institutions are authorized as well.
2. Applicants must meet or exceed admission standards of participating education entities. Applicants who fail to complete the number of credit hours funded with the scholarship assistance for any scholarship provided for any semester shall (1) reimburse the VDA for any scholarship provided for such particular incomplete credit hours, (2) be ineligible for further scholarship assistance until such student reimburses the VDA, and the participating education entity shall hold such student's transcript until payment is made to the VDA for such incomplete credit hours. Withdrawals from courses caused by official military assignment of duty shall not be subject to reimbursement.
3. Active duty applicants must exhaust other forms of tuition reimbursement, such as the MGIB Top Up program, in order to be eligible for the City of Enid Vance Scholarship Program.
4. Vance Persons may receive a text book reimbursement for up to \$100.00 per course, maximum of \$300.00 per semester, and a maximum of \$900.00 per fiscal year (July 1 – June 30). Receipts for textbooks must be submitted with this application.

5. Vance Persons are eligible for a scholarship up to 50% of tuition for a maximum of two courses. There will be a maximum award amount of \$300.00 per semester and a maximum award amount of \$900.00 per fiscal year (July 1 – June 30).
6. Active duty military not receiving federal tuition assistance are not eligible for the City of Enid Vance Scholarship Program.

Vance Development Authority

6.

Meeting Date: 09/07/2017

SUBJECT:

DISCUSS OKLAHOMA STRATEGIC MILITARY PLANNING COMMISSION (OSMPC) PROJECTS FOR VANCE AIR FORCE BASE.

Vance Development Authority

7.

Meeting Date: 09/07/2017

SUBJECT:

DISCUSS AIR SPACE INTERIM STUDY (RESULTS AVAILABLE OCTOBER 10, 2017).

Vance Development Authority

8.

Meeting Date: 09/07/2017

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER APPROVAL AND RECOMMENDATION OF PROFESSIONAL SERVICES CONTRACT WITH MIKE COOPER THROUGH JUNE 30, 2022 TO THE ENID CITY COMMISSION.

BACKGROUND:

Mike Cooper provides Military Liaison Consulting Services for the City of Enid and the Vance Development Authority. His current contract runs from September 2014 through August 2019. Congress is in the process of determining if and when the next Base Realignment and Closure Process should be scheduled with possible dates in 2019 or 2021. This agreement extends the term from 2019 through June 30, 2022.

Initial Contract	6-16-2006/6-30-2011	Initial Salary -	\$10k/month
Extended	7-1-2011/6-30-2014		\$10k/month
Extended	7-1-2014/6-30-2019		\$10k/month

BRAC possibility in 2019 or 2021.

Annual economic impact of VAFB to Enid, OK is \$303 million.

RECOMMENDATION:

Approve and execute agreement from September 1, 2017 through June 30, 2022 in the amount of \$10,000.00 per month.

PRESENTER:

Mayor William E. Shewey

Attachments

Agreement

Contract Extension Points

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE VANCE DEVELOPMENT AUTHORITY AND MIKE COOPER**

This Contract is made by and between the City of Enid, an Oklahoma Municipal Corporation and the Vance Development Authority, a Public Trust, together hereinafter referred to as the "City," and Mike Cooper, an individual, hereinafter called "Contractor," and supersedes any previous agreement between the parties.

WHEREAS, Contractor desires to continue to provide military and economic development consulting and marketing services to the City; and,

WHEREAS, the City desires to engage Contractor to provide the services described hereunder; and,

WHEREAS, the existing contract's term expires June 30, 2019 and the City desires to secure contractor's services beyond 2019 to allow for the implementation of long range planning as it relates to Vance Air Force Base; and,

WHEREAS, the City deems this Contract, and the services to be performed hereunder, to be unique as a professional services contract.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Engagement of Contractor. The City hereby engages Contractor to perform certain professional services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.
2. Scope of Engagement. The purpose of this Contract is for Contractor to provide military and economic development consulting and marketing services to the City. Contractor shall use his good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work includes the following objectives:
 - a. Contractor shall monitor any Base Realignment and Closure (BRAC) actions with regard to the Department of Defense (DOD), the United States Air Force, and Federal and State Governments.
 - b. Contractor shall maintain contact with the Oklahoma Strategic Military Planning Commission, State of Oklahoma legislative bodies and executive branch, Members of Congress, the Oklahoma Washington delegation, and the Staffs of the Authorization and Appropriations Committees.

- c. Contractor shall assist the City of Enid and the VDA with respect to military appropriations for base improvements.
 - d. Contractor shall assist the City of Enid and the VDA with respect to expanding missions or developing new missions for Vance Air Force Base.
 - e. Contractor shall make himself available, as directed by the Chair of the VDA, the Mayor of the City of Enid, for general economic development work and infrastructure funding and act as a liaison between the VDA and City of Enid and the State of Oklahoma and the federal government.
 - f. Contractor shall represent the City, not only during the term of this Contract, but upon renewal of the Contract as well, at the same monthly rate.
 - g. Contractor shall work directly with and take guidance from the Chairman of the VDA or his designee.
 - h. Contractor shall provide to the City, no later than April 30 annually, a budget for out of state travel.
 - i. Contractor shall provide reports as directed to the VDA and the Mayor and Board of Commissioners of the City of Enid as directed at designated meetings. Contractor is responsible for coordinating the scheduling of those reports.
3. Term. This Contract shall be effective from the 1st day of September, 2017, through the 30th day of June, 2022. This Contract is subject to budget appropriation by the VDA and the City of Enid. If sufficient funds are not appropriated by the City Commission and allocated for payment under this Contract for any future fiscal year, then City shall terminate this Contract on the last day of any fiscal year, without future obligations, liabilities, or penalties, except for amounts due up to the time of termination.
4. Compensation. The City and Contractor agree that Contractor will be compensated in the amount of ten thousand dollars (\$10,000.00) per month to provide the services as described in Paragraph 2. The first payment shall be due on September 1, 2017, and subsequent payments are due within thirty (30) days of receipt of an invoice.
- a. City will reimburse Contractor for monthly cell phone with data plan. Any additional calls over the base plan shall be paid for by Contractor and not reimbursed by the City.
 - b. City will reimburse Contractor for out-of-pocket expenses, travel expenses, and lodging that may be required in connection with the performance of services under this Contract. Any such expenses shall be approved, in advance, by the VDA. Contractor shall obtain approval from VDA for any single ordinary expense over two thousand five hundred dollars (\$2,500.00).

- c. Contractor shall submit monthly invoices to the City of Enid for consulting services and related expenses. Expenses shall be invoiced at actual direct cost and shall be accompanied by supporting documentation.
 - d. Contractor shall not be entitled to any additional compensation by reason of any service he may perform for the VDA, the City of Enid or any of the City of Enid's Trusts or Committees which comprise the activity of the City of Enid.
5. Continuation of Professional Services. Both parties should confer prior to the last six (6) months of this Contract to determine whether a renewal of this Contract is in the best interest of both parties. In the event that City decides to continue its engagement of Contractor to perform certain professional services beyond the term of this Contract, a new contract shall be executed.
6. Independent Contractor Status. Contractor is a separate, legal entity from the City.
7. Authority. By entering into this Contract with Contractor, the City does not delegate any decision-making authority to Contractor. Contractor has no authority to obligate the City or any of its funds but only has the use of certain VDA personal property as provided herein for professional services and shall only have use of the funds provided to Contractor pursuant to this Contract
8. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
9. Compliance with Laws. Contractor represents and warrants that he has the legal right and ability to represent the City and perform services under and pursuant to this Contract. Contractor shall, at all times, conduct his business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this Contract, including, but not limited to the Federal Acquisition Regulations and the Procurement Integrity Act and implementing regulations.
10. Interpretation of Law. This Contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
11. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield.

12. Default. Under this Contract, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this Contract to be kept, observed, or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.

13. Remedies upon Default.

a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this Contract without further notice.

b. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default. The failure of either party to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Contract to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.

14. Termination.

a. In the event Contractor decides to terminate this Contract, he must give the VDA six (6) months advance notice.

b. If, for any reason, Contractor cannot perform the services required under this Contract, this Contract shall automatically terminate within thirty (30) days, without future obligations, liabilities, or penalties, except for amounts due up to the time of termination.

15. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

CITY: The City of Enid
Attn: City Manager
P.O. Box 1768
Enid, OK 73702

CONTRACTOR: Mr. Mike Cooper
1913 W. Durham ST
Broken Arrow, OK 74011

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

16. Indemnification and Hold Harmless. Contractor shall defend, indemnify and hold harmless the VDA and the City of Enid, and any and all officers, agents and employees of the VDA and the City of Enid, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Contractor, his employees and agents under or in connection with this Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Contractor and all reasonable expenses together with all damages and penalties thereto.
17. Assignment. Neither party shall assign this Contract or any interest herein without the express, written consent of the other party.
18. Construction. Captions and other headings contained in this Contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
19. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
20. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.
21. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
22. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.

23. Good Faith and Best Efforts. City and Contractor agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
24. Identity Theft Prevention. Contractor agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Contractor agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
25. Governmental Tort Claims Act. By entering into this Contract, the City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Contract modifies and/or waives any provision of the Local Government Tort Claims Act.
26. Conflict of Interest. Contractor represents that there is currently no conflict of interest with his performance under this Contract. Specifically, Contractor is not and will not represent any facility involved in pilot training, and is not and will not represent any other base without the express written consent of the City. Moreover, Contractor shall obtain the VDA Chairman’s authorization before consulting for any other economic development clients. If, at any time, it is believed that there is a potential conflict of interest, Contractor shall promptly advise the City and the City may, at its sole discretion, terminate this Contract or require Contractor to remove the conflict.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

SEPARATE SIGNATURE PAGES FOLLOW

SIGNATURE PAGE OF "CITY"

Date Signed: _____

City of Enid, Oklahoma,
an Oklahoma Municipal Corporation,

William E. Shewey, Mayor

ATTEST:

(SEAL)

Alissa Lack, City Clerk

Date Signed: _____

Vance Development Authority,
a Public Trust

William E. Shewey, Chairman

ATTEST:

(SEAL)

Alissa Lack, Trust Secretary

Approved as to form and legality:

Carol Lahman, Interim City Attorney

SIGNATURE PAGE OF "CONTRACTOR"

Date: _____

"CONTRACTOR"
Mike Cooper, an Individual

WITNESS:

Signature

Printed Name and Title

Michael Cooper
August 2, 2017
Contract Extension Points

- Continue leadership for Post or Pre BRAC for Enid, to Develop, Organize and Implement successful strategies, to Protect and Enhance Vance AFB., creating opportunities for Increased Mission capabilities and reduction of costs for the installation.
- Can strategize both for the short term and long term for projects to benefit both Vance AFB. And Enid, OK. "Such as runway extension, hangar, parking apron and now the new Terminal building all at Woodring Airport".
- Excellent relationships at both the State and federal level to get Priorities for Enid & Vance AFB. Completed.
- As Chairman of the Oklahoma Strategic Military Planning Commission, lead effort to continue developing strategies for success for all Military Installations, particularly Vance AFB. This position also provides for close relationships with whomever is Governor or Senate Pro Temp or Speaker of the House in Oklahoma.
- Continue to serve in leadership positions at the National level as immediate Past Chair, of the Association of Defense Communities thru 2019 and then serve a 2-year term ending in 2021 as the Chairman of the National Advisory Board. "Both position keep me in contact with decision makers inside the Dept. of Defense, U.S. Air Force, and all Senate & House Armed Services Committee members".

- Provide leadership at local, state and federal level to support and pass legislation for improved Airspace protection for Vance AFB., Including Enid's Joint Land Use Study (JLUS) and work to secure funding for the Statewide Airspace Mapping Project.
- With excellent and long term relationships within the Air Force, Dept. of Defense, U.S. Congress, and industry leaders, Cooper can provide continued direction and accomplish goals for the Enid/Vance AFB Effort.
- Cooper's Expertise and Defense background allows for continuous communication and information flow for all media outlets concerning our Enid/Vance AFB protection strategies.
- Continue to advise, direct and implement the Vance Development Authority's goals and objectives.