COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PRYOR CREEK, OKLAHOMA

AND

LODGE NO. 116

FRATERNAL ORDER OF POLICE

EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2023

DRAFT

TABLE OF CONTENTS

Section Page

ARTICLE 1: COLLECTIVE BARGAINING AGREEMENT 4
ARTICLE 2: RECOGNITION 4
ARTICLE 3: MUTUAL RESPONSIBILITY TO ASSURE EQUALITY OF TREATMENT 4
ARTICLE 4: DURATION OF AGREEMENT 5
ARTICLE 5: INCORPORATION OF POLICIES AND PROCEDURES 5
ARTICLE 6: NON-DISCRIMINATION 6
ARTICLE 7: PROHIBITION OF STRIKES 6
ARTICLE 8: ADMINISTRATIVE RIGHTS 6
ARTICLE 9: SAFETY AND HEALTH 7
ARTICLE 10: BARGAINING COMMITTEE 7
ARTICLE 11: GRIEVANCE PROCEDURE 8
ARTICLE 12: SENIORITY 10
ARTICLE 13: PERSONNEL REDUCTION 10
ARTICLE 14: ANNUAL LEAVE 11
ARTICLE 15: HOLIDAYS 12
ARTICLE 16: SICK LEAVE 13
ARTICLE 17: BEREAVEMENT LEAVE 13
ARTICLE 18: EMERGENCY MAJOR MEDICAL LEAVE 14
ARTICLE 19: MILITARY LEAVE 14
ARTICLE 20: PENSION PLAN 14
ARTICLE 21: SICKNESS OR TEMPORARY DISABILITY-CONTINUANCE OF SALARY 14
ARTICLE 22: RIGHT TO VOTE 15
ARTICLE 23: JURY DUTY 15
ARTICLE 24: INSURANCE 15
ARTICLE 25: WORK PERIOD 16
ARTICLE 26: PAY PERIOD 16
ARTICLE 27: SPECIAL ASSIGNMENTS 17
ARTICLE 28: EQUIPMENT 18
ARTICLE 29: EDUCATION INCENTIVE 21
ARTICLE 30: LONGEVITY 22
ARTICLE 31: PERFORMANCE EVALUATION 24
ARTICLE 32: MERITORIOUS STEP INCREASE 28

DRAFT

ARTICLE 33: COMPENSATION 28
ARTICLE 34: CITIZENS COMPLAINTS 29
ARTICLE 35: SUCCESSORS AND ASSIGNS 29
ARTICLE 36: PREPARATION AND DISTRIBUTION OF PUBLICATIONS 29
ARTICLE 37: PERSONNEL FILES, CONFIDENTIALITY 29
ARTICLE 38: LEGAL REPRESENTATION 30
ARTICLE 39: DUES 30
ARTICLE 40: SAVINGS CLAUSE 31
ARTICLE 41: DRUG TESTING 31
EXHIBIT A 30
EXHIBIT B 31

Exhibit A. 2022-2023 Pay Plan

Exhibit B. 2022-2023 Officer Ranks

DRAFT

ARTICLE 1: COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of June, 2021 by and between the City of Pryor Creek, Oklahoma, hereinafter referred as "THE CITY" and Bargaining Unit Lodge No. 116 Fraternal Order of Police, hereinafter referred to as "THE LODGE".

This collective bargaining agreement is made pursuant to Title 11 0.S.A. Section 51-101 et seq. and is made to:

(a) establish wages, hours, benefits, grievance procedures, and other conditions of employment of represented members of the City of Pryor Creek Police Department;

(b) provide for quality law enforcement and police service throughout the boundaries of THE CITY on an uninterrupted basis for the benefit of the citizens of the City of Pryor Creek; and

(c) Assist in the amicable adjustment of labor disputes.

ARTICLE 2: RECOGNITION

THE CITY recognizes THE LODGE as the sole and exclusive bargaining agent for all permanent paid members of the Pryor Police Department with the exception of the Chief of Police, his designated Assistant Chief of Police, the animal control officers and dispatchers who had no patrol duties as of the date of the certification election and who are not members of the Oklahoma Police Pension Retirement System.

ARTICLE 3: MUTUAL RESPONSIBILITY TO ASSURE EQUALITY OF TREATMENT

SECTION1. No employee or an individual being considered for employment shall be favored or subject to discrimination by THE CITY or by the FOP because of race, creed, color, sex, national origin, political affiliations, or FOP activities.

SECTION 2. THE CITY and the FOP agree not to interfere with the right of an employee to become or not become a member of the FOP and further agree there will be no discrimination or coercion against any employee because of FOP membership or non-membership.

DRAFT

ARTICLE 4: DURATION OF AGREEMENT

SECTION 1: This agreement shall be effective as of July 1, 2021, unless otherwise specified, and shall remain in effect through June 30, 2022.

SECTION 2: The term of this agreement shall not exceed one (1) year. Provided however, this agreement may be extended for one (1), one year period upon the written mutual consent of both parties no later than thirty (30) days before the expiration of the term of the agreement.

SECTION 3: Whenever wages, rates of pay or other matters requiring appropriation of monies by THE CITY are included as matters of the collective bargaining, written notice of request for collective bargaining shall be given by either party at least one hundred twenty (120) days before the last day on which monies can be appropriated by THE CITY to cover the contract period which is subject of the collective bargaining procedure.

SECTION 4: It shall be the obligation of each party to meet at a reasonable time and confer in good faith with representatives of the other party within ten (10) days of written notice requesting a meeting for collective bargaining purposes. Provided, however, that if the parties have negotiated fully on the wages, benefits and other terms and conditions of employment for the term of this agreement, neither party shall be required to renegotiate such terms during the agreement.

SECTION 5: It is understood that all time limits found within this agreement may be extended by mutual concurrence. Which mutual concurrence shall be effective to extend any time limit only if, previous to the expiration of the time limit, the mutual concurrence is set forth in writing and acknowledged by signature of the President of the Lodge and signature of the Mayor or City Attorney.

ARTICLE 5: INCORPORATION OF POLICIES AND PROCEDURES

Pursuant to OKLA. STAT. tit. 11 § 51-111 the parties acknowledge and agree that the applicable rules, policies and procedures, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the police department and City of Pryor Creek currently in effect on the effective date of this agreement are incorporated into this agreement except as expressly modified or changed by the specific terms of this agreement.

DRAFT

ARTICLE 6: NON-DISCRIMINATION

SECTION 1: Nothing in this agreement shall be interpreted as diminishing the obligation of both parties to comply with applicable laws, rules, regulations or orders which insure that applicants or employees are treated without regard to race, religion, sex, national origin, age, handicap, status of lodge membership, or political affiliations, or other categories protected by law. Nothing in this agreement shall be interpreted as diminishing the obligations of THE CITY and THE LODGE to comply with the provisions of the Fair Labor Standards Act, any duly adopted and applicable Department of Labor regulation promulgated there under, and any other applicable laws, rules, regulations, standards and orders.

SECTION 2: The use of masculine or feminine gender herein shall be construed to mean both or either gender, as the case may be, unless the context requires otherwise.

SECTION 3: In the event that any portion of this agreement conflicts with the employer's ability to comply with the law, the law will supersede any portion of this agreement.

ARTICLE 7: PROHIBITION OF STRIKES

THE LODGE and its members agree not to engage in a strike, work stoppage, or other similar forms of interference with the operations of the Pryor Police Department as defined in Title 11 O.S.A. Section 51-102 (3).

THE LODGE agrees not to coerce or attempt to coerce the Municipality of Pryor in the selection of its representatives for the purpose of serving on a collective bargaining team. In that regard, THE LODGE and its members acknowledge the "part-time" service rendered to THE CITY by the individual elected members of the City Council of Pryor, Oklahoma, and further acknowledge that each member of the City Council of Pryor, Oklahoma, may maintain outside employment. THE LODGE and its members will not engage in, call for, or encourage residents of Pryor Creek Oklahoma, Mayes County, Oklahoma, or the State of Oklahoma, to boycott the employment of or doing business with any member of the City Council, or that member's employer.

ARTICLE 8: ADMINISTRATIVE RIGHTS

All of the rights to manage and direct the police force, which have not been specifically abridged by this agreement, shall remain the right of the Police Chief with Council approval when required.

DRAFT

Such rights include, but are not limited to, the right to hire, promote, reprimand, suspend, demote, or discharge for just cause sworn officer employees, subject to the grievance and arbitration procedures herein, the right to conduct and control operations of the department, the right to introduce new or improved methods of operation and equipment, the right to schedule and assign the use of such equipment or manpower, the right to manage internal security practices, the right to take such actions as may be deemed necessary to implement the Americans with Disabilities Act and OSHA Blood Borne Pathogens Standard and the right to determine the numbers, types and grade of employees with the Department, The right to determine size of the work force. The right to establish the qualifications for employment, including terms and conditions of probation, to employ employees, and to schedule and assign work, including shifts, training, and/or informational meetings. The right to establish in writing promotion requirements to promote those employees based on qualifications relevant to those requirements, and to maintain a posted list of test scores for a period of one (1) year.

ARTICLE 9: SAFETY AND HEALTH

THE CITY and THE LODGE agree to cooperate to the fullest extent in the promotion of safety and health within THE CITY'S jurisdiction and while the duties of the employees are being carried out. For this purpose, THE LODGE shall select one (1) of its members to participate on the CITY OF PRYOR'S Safety Survey Team.

ARTICLE 10: BARGAINING COMMITTEE

The Bargaining Committee of THE LODGE shall be the committee responsible for representing THE LODGE in collective bargaining with THE CITY. For this purpose, it is agreed to establish a Bargaining committee to consist of three (3) members appointed by THE LODGE and not more than three (3) alternates, who may or may not be members of THE LODGE, appointed by the committee. The Bargaining committee of THE CITY shall be appointed by the Mayor and shall include himself/herself, the City Attorney or other legal counsel and three (3) members of the City Council.

THE LODGE, collectively, shall be afforded Eight (8) days off to attend F.O.P. business; such as Local, State and National F.0.P. Business. These days may be taken by one member or any combination by authority of THE LODGE President. At least two weeks' notice shall be given to the Chief of Police before the days off can be taken. For purposes of example for clarification,

this means that 1 member of the LODGE could take up to 8 days off or 2 members of the LODGE could each take off up to 4 days for qualified purposes.

ARTICLE 11: GRIEVANCE PROCEDURE

SECTION 1: The purpose of this article is to establish a grievance procedure for any alleged violation of this contract.

SECTION 2: The Grievance Advisory Committee shall consist of three members of THE LODGE, elected by a majority vote of THE LODGE. The Committee shall be recognized as such by the City Council and Police Department.

SECTION 3: Grievance Procedure:

(a) Any employee or group of employees asserting that there is an alleged violation of the contract must first bring said alleged violation before the Lodge President or his designee.

(b) The president of THE LODGE, or his authorized representative, shall, within Five (5) work days of receipt of the report of an alleged violation of the contract under paragraph (a), report an impending grievance to the Chief of Police in an effort to forestall its occurrence. The Chief shall have Five (5) work days to respond.

(c) If, after the completions of the steps described in paragraphs (a) and (b) above the matter remains unresolved to the satisfaction of the complaining party, in order to continue with the grievance the employee, group of employees, or THE LODGE shall deliver to the Chief of Police a written grievance within five (5) working days.

(d) The Chief of Police shall have five (5) working days to respond in writing to the grievance. The response of the Chief of Police is effectively given when delivered to the Lodge President. If the grieving party is not satisfied with the written response from the Police Chief, the grieving party may continue the grievance to the City Council within ten (10) working days after receiving a response from the Chief of Police by delivery of the written grievance to the Mayor or to the City Clerk.

(e) The City Council has fifteen (15) working days to respond in writing to the grievance by delivery of the response to the Lodge President. After receiving the written reply of the City Council, and before requesting arbitration, the grieving party must meet in person with the Grievance Advisory Committee described in "Section 2" of this Article within ten (10) working days from the date of receipt of the City Council's reply for the purpose of reviewing the grievance

DRAFT

and the City Council's reply to the grievance and for the purpose of making the decision of whether to seek arbitration of the matter.

SECTION 4: Arbitration Procedure:

(a) If after meeting with the Grievance Committee, the grieving party desires to pursue arbitration, the grieving party shall notify the City Council within ten (10) working days following the date of the meeting with the Grievance Committee, with a written request for arbitration, which written request for arbitration shall include the name, address and telephone number of their interest arbitrator. The City Council shall notify the grieving party in writing of the name, address and telephone number of their interest arbitrator within five (5) working days of receipt of the interest arbitrator's name from the grieving party.

(b) The arbitrators selected by the parties will meet at a time and place agreed upon by the arbitrators. At this initial meeting of the two arbitrators, the arbitrators will select a third arbitrator. If a third, neutral arbitrator cannot be agreed upon within five (5) days, the City and the grieving party shall request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators. Within ten (10) calendar days after receipt of such list the parties shall meet and strike alternately the name of one (1) arbitrator until only one (1) remains, with the City making the first strike from the list. Such arbitrator, whether selected as a result of an agreement between the parties or from the list, shall act as the third Arbitrator.

After selection of the third arbitrator, the arbitrators will meet as soon as practicable, and after meeting, will reach a decision within Sixty (60) days which will be binding upon both the City of Pryor and the grieving party.

(c) The Cost of the third arbitrator shall be born equally by THE CITY and FOP Lodge No. 116.

SECTION 5: Conflicting Procedure:

If anything in this Article in regards to the grievance procedure of an alleged violation of this contract conflicts with the City of Pryor Creek, Oklahoma Police Department Standard Operating Procedures or the City of Pryor Creek, Oklahoma Personnel Policy and Pay Plan, this Article shall control.

DRAFT

ARTICLE 12: SENIORITY

SECTION 1: Seniority shall mean the status attained by length of continuous service or employment within the Pryor Police Department.

SECTION 2: Seniority shall commence from date on which the member becomes a regular employee upon the satisfactory completion of the probationary period. The term "Probationary Period" as used in this agreement shall be defined as the "Probationary Period" under Section 2-2 of the City of Pryor Creek Policy and Procedure Manual.

SECTION 3: Where two or more members have the same employment date, seniority shall be determined by the date of application for employment.

SECTION 4: Seniority may be considered by the Chief of Police in determining the priority of each member within their classification, as to:

(a) Scheduling of annual vacations;

(b) Scheduling of time off pertaining to maintaining a work period of one hundred sixty (160) hours as specified in Article 25;

(c) Scheduling of holiday time off; and

(d) Scheduling regular days off.

SECTION 5: In the event of a conflict between employees of different classification in scheduling of time off referenced in Section 4, seniority in rank shall be the deciding factor. In the event of conflict between employees of the same classification in scheduling time off referenced in Section 4, seniority of time at the stated classification shall be the deciding factor. Exhibit "B" is included at the conclusion of this document to show each member's rank, as of this contract, and the approximate date each rank was designated.

SECTION 6: Seniority will be one factor, but not the controlling factor in determining:

(a) assignment of schools;

(b) job advancement; and

(c) shift assignment.

ARTICLE 13: PERSONNEL REDUCTION

SECTION 1: In the event personnel reduction (layoff) is necessary, the Chief of Police will determine the classifications to be affected. The employee with the least seniority in such

DRAFT

classification will be the first to be laid off, subject to thirty (30) days notice to all employees. The affected employee shall have the right to assume a position in a lower classification covered by this agreement; provided, he or she is determined to have the qualifications for said position by the Chief of Police and provided further he or she may not assume the position of an employee in a lower classification if that employee has greater seniority.

SECTION 2: No new employee shall be hired in the affected classification until the employee laid off has been notified by registered mail sent to his last known address, and THE LODGE has been notified by registered mail, in a manner which allows fourteen (14) days from the mailing of such notice until the time the new employee may be hired. Any employee laid off shall be at the head of the list of persons eligible for appointment, and such employees shall be re-employed in the order of such seniority. The former employee who does not maintain a current and correct address with the Police Department is without any preferential rights under this article. In the event the employee is re-employed he would return with all accrued benefits and seniority at the time of layoff, except those for which he has otherwise been compensated and those benefits he may have otherwise lost because of "break-in-service" or other similar provisions contained in benefit plans outside the collective bargaining agreement.

ARTICLE 14: ANNUAL LEAVE

Employees who work an 8-hour shift shall earn annual leave pursuant to the following schedule:

Hire date to 1 year anniversary	No annual leave may be used during the first year of employment. Leave to be used following the first year of employment accumulates during the first year of employment at rate of 0.8334 days per calendar month (10 days for the year)
During years 1 to 5 of employment	Accumulating at rate of 0.8334 days per calendar month (10 days for the year)
During years 6 to 11 of employment	Accumulating at rate of 1.25 days per calendar month (15 days per year)
During years 12 to 19 of employment	Accumulating at rate of 1.667 days per calendar month (20 days for the year)
During year 20 and subsequent years of employment	Accumulating at rate of 2.083 days per calendar month (25 days for the year)

Each regular employee shall take annual leave with the approval of the department head as follows:

(a) During the one (1) year probationary period at the commencement of employment annual leave shall accumulate as herein provided, however annual leave may not be used during the one (1) year probationary period.

(b) Annual leave must be taken within the 12-month period following the year in which the annual leave is earned.

(c) Annual leave shall be scheduled so as to not interfere with the operations of the Police Department. The department will give preference to the most senior, highest ranking supervisory officer in scheduling annual leave requests. The most senior officer on a shift will be given preference in scheduling annual leave requests received among non-supervisory officers between January 1st and March 31st of each year. For annual leave requests received after March 31st neither seniority nor rank will affect preference in scheduling annual leave; annual leave will thereafter be scheduled on a first come first serve basis with the approval of the Chief of Police or the Assistant Chief of Police.

(d) Annual leave may only be taken in minimum amounts of 8 hours with at least 48 hour previous approval of the Shift Supervisor with concurrence of the Chief of Police or Assistant Chief; except upon approval of the Shift Supervisor with concurrence of the Chief of Police or Assistant Chief for a lesser amount of notice time and/or a lesser increment of annual leave to be taken.

ARTICLE 15: HOLIDAYS

SECTION 1: Employees shall be granted holiday time off work based upon the number of scheduled holidays to be observed during the calendar year as established by the city each year. For the contract year thirteen (13) holidays are scheduled for the city. Each employee's scheduled time off work in observance of a holiday shall be scheduled subject to the approval of the Chief of Police. Employees hired during a calendar year shall not receive time off work for scheduled holidays which have occurred preceding their hire date.

HOLIDAY SCHEDULE 2021

Friday, January 1, 2021	New Year's Day
Monday, January 18, 2021	Martin Luther King Day
Monday, February 15, 2021	President’s Day

DRAFT

Friday, April 2, 2021	Good Friday
Monday, May 31, 2021	Memorial Day
Monday, July 5, 2021	Independence Day Observed
Monday, September 6, 2021	Labor Day
Monday, October 11, 2021	Columbus Day
Thursday, November 11, 2021	Veteran's Day
Thursday, November 25, 2021	Thanksgiving Day
Friday, November 26, 2021	Thanksgiving Day After
Thursday, December 23, 2021	Christmas Holiday
Friday, December 24, 2021	Christmas Eve

SECTION 2. From and after the effective date of this agreement, any holidays that an employee does not take during the calendar year, shall be bought back by the City at the employee's regular rate of pay. The employees do not have the right to refuse to take holiday time except upon consent to do so by the Chief of Police. Payment therefore shall appear on the employee's regular paycheck and shall be paid no later than the 2nd pay period of the calendar year following the year in which they were earned.

ARTICLE 16: SICK LEAVE

ACCUMULATION OF SICK LEAVE: Regular full-time employees working a minimum of eight 8 hour shifts accrue 6.67 hours per calendar month for sick leave. Sick leave may be accrued not to exceed sixty (60) work days (480 hours).

Sick leave accrues on the first day of each month after hire date. Official sick leave time accrual records are kept in the City Clerk's office.

Regular full-time employees shall be entitled to use accrued sick leave commencing on the date sick leave begins to accrue to their benefit including during the employee's probationary period of employment with the City.

Sick leave may be donated for use with the Leave Sharing Program referenced in the City of Pryor Creek Personnel Policy and Procedure Manual Chapter 13 Section 8.

ARTICLE 17: BEREAVEMENT LEAVE

Three (3) consecutive work days bereavement leave will be allowed upon the death of an immediate member of employee's family or spouse's family. "Immediate member" shall be

defined as spouse, child, parent, brother, sister, grandparent, and grandchild.

One (1) day bereavement leave will be allowed upon the death of great-grandchild, aunt, uncle, nephew, and niece.

One (1) additional day of paid bereavement leave will be allowed for travel of 300 miles or more one way which travel is required due to the death of an immediate family member as described above. Any leave taken in excess of the three (3) days or the allowed additional day will be charged against the employee's annual leave account.

ARTICLE 18: EMERGENCY MAJOR MEDICAL LEAVE

Up to thirty (30) days leave with pay for a major medical emergency may be granted when recommended by the Chief of Police and approved by the Mayor and City Council. Such leave may only be granted when all regular sick leave has been expended. Granting of this leave is extraordinary and should rarely occur.

ARTICLE 19: MILITARY LEAVE

Each full time employee who is a member of the National Guard or the reserve force of any United States military service branch shall be entitled to up to twenty (20) calendar days of military leave annually. While on military leave status the employee's regular salary and accrued benefits continue. Military leave is granted for the purpose of attending annual training or pursuit of military education.

ARTICLE 20: PENSION PLAN

THE CITY shall contribute to the pension on behalf of all eligible members of the police department in accordance with 11 O.S.A. 50-101, et seq.

ARTICLE 21: SICKNESS OR TEMPORARY DISABILITY-CONTINUANCE OF SALARY

When a member of the Police Department is unable to perform his or her duties because of sickness or temporary disability caused or sustained while in the discharge of the member's duty as such member, the member's continued compensation shall be paid according to the provisions of 11 O.S.A. 50-116.l ,et seq. as currently enacted, or hereinafter amended.

ARTICLE 22: RIGHT TO VOTE

Each employee shall be granted time off, if necessary, to exercise the right to vote.

ARTICLE 23: JURY DUTY

Any employee selected for jury service by a court of record, which jury service, requires the employee to miss assigned work hours shall receive regular pay and benefits except for the amount paid for jury duty. Any employee that is regularly scheduled to work on the night shift at the time the employee is called for jury service shall be allowed off work during the employee's jury service and shall receive regular pay and benefits except for the amount paid for jury duty. In the instances in which an employee is regularly scheduled to work on a day shift, at such times as the employee is released by the court from the requirement to be in attendance in court for jury service the employee shall report and present himself at his regular job for regularly assigned work hours as soon as practicable giving consideration to the circumstances. In the instances in which an employee is regularly scheduled to work on a night shift, and at such times as the employee is not required by the court to actually appear in court for any purpose after 12:00 P.M. on the day preceding their shift and is not required to actually appear in court, at all, on the following day, the employee shall report and present himself at his regular job for regularly assigned work hours.

ARTICLE 24: INSURANCE

SECTION 1: The City, according to the terms of this agreement, makes Health Insurance available to all employees in compliance with the "Patient Protection & Affordable Care Act". The health, dental, and life insurance plans to be utilized shall be the plans that provide benefits to all other City Employees (Section 22-3 "Group Health, Dental, and Life Insurance Plans" of the City of Pryor Creek Policy and Procedure Manual) with the exception of the Fire Union.

SECTION 2: The City shall pay premiums of insurance as follows:

A. For Employee Coverage: 100% of the employee's actual cost of coverage for health, dental and life insurance.

B. For Employee and Dependent Coverage:

(1) 100% of the Employee portion of the premium for coverage of the employee for health, dental and life insurance.

(2) 100% of the Dependent(s) portion of the premium for coverage of the dependent(s) for health insurance. The City shall not share in any portion of the cost of dependent(s)

dental or life insurance.

The maximum contribution of the City to the payment of premium for insurance coverage shall be One Thousand Five Hundred Dollars and No/100 ($1,500.00).

ARTICLE 25: WORK PERIOD

SECTION 1: The work period for employees of the Police Department shall be twenty-eight (28) days with the pay period ending date to coincide with the City of Pryor's pay period ending date.

SECTION 2: The number of hours worked at regular pay scale is one hundred sixty (160) hours during a work period.

SECTION 3: All hours worked in excess of one hundred sixty (160) hours but less than one hundred seventy-one (171) hours during a work period, shall be compensated at a rate equal to the employee's regular pay.

SECTION 4: All hours worked in excess of one hundred seventy-one (171) hours during a work period shall be compensated at a rate equal to 1.5 times of the employee's regular pay subject to the availability of budgeted overtime funds. In the event budgeted overtime funds are exceeded the employee shall be compensated in compensatory time off work.

SECTION 5: All compensation for hours worked in excess of one hundred sixty (160) hours per work period shall be paid in wages subject to the availability of budgeted overtime funds. In the event budgeted overtime funds are exceeded the employee shall be compensated in compensatory time off work.

SECTION 6: If an employee assigned to the 3rd shift is called in before 1:00 o'clock p.m. following the completion of his/her shift for testimony at an implied consent hearing or for Court testimony, the employee shall be compensated at a rate equal to his/her regular rate of pay, for a minimum of two (2) hours.

SECTION 7: Paid time off for vacation time, holidays, sick leave, union leave under ARTICLE 10, and bereavement leave shall be counted as hours worked towards the Fair Labor Standards Act overtime hours threshold.

ARTICLE 26: PAY PERIOD

All employees shall be paid every other Friday (bi-weekly) *for the* full two-week period preceding the payday. When payday falls on a holiday, checks will be issued *the day* before the holiday.

ARTICLE 27: SPECIAL ASSIGNMENTS

With approval of, or by assignment, of his supervisor and the Chief of Police, all employees shall be given credit for actual time in excess of the below minimums for attendance of any of the following on his/her off time:

(a) Call out .....2 hrs

(b) Firearms qualification .....2 hrs

(c) Monthly firearms practice .....2 hrs

(d) Department meetings.....2 hrs

(e) Training meetings .....2 hrs

(f) Court..... 2 hrs

(g) Schools and seminars .....2 hrs

Assignment of an employee by the Chief of Police with consent of the Mayor for attendance or participation in special assignments exclusive of those listed above in this paragraph shall be compensated at a rate equal to 1.5 times that of the employee's regular pay subject to the availability of budgeted overtime funds. In the event budgeted overtime funds are exceeded the employee shall be compensated in compensatory time off work.

Special Qualification Pay for the herein below listed special qualifications shall be compensated at a rate of $175.00 per month per special qualification not to exceed $700.00 per month. Any officer who holds more than one of the special qualifications listed shall not receive more than four (4) monthly rates for their special qualifications:

(a) DRE - Drug Recognition Expert

(b) DARE

(c) CLEET Certified Instructors

(d) Paramedic/first responder

(e) Canine Handler

(f) Clandestine Lab Tech

(g) Field Training Officer

(h) Special Weapons Tactics

(i) Armorer

(j) Intoxilizer Operator

(k) Firearms Instructor

(l) Accident Reconstruction

(m) Full Terminal State Certified OLETS Operator; Type III

DRAFT

(n) Defensive Tactics Instructor

(o) Dispatch Supervisor as approved by Chief of Police with active instruction

(p) Crisis Negotiator

(q) Crisis Intervention Training with Continuing Education of 8 hours Mental Health Training

The employee must provide proof of recertification, if required, or special qualification pay will cease for the lapsed special qualification.

Employees attending approved police training required or approved by the Chief of Police, outside the Mayes County area shall, at the discretion of the Chief of Police, receive $18.33 per meal with a maximum of $55.00 per day for meals, with the number of meals to be determined by the Chief of Police. (this will exclude basic CLEET Academy)

Employees attending approved police training required or approved by the Chief of Police shall be compensated for the number of scheduled class time hours. Necessary travel time to and from training outside Mayes County shall be compensated based on actual travel time.

ARTICLE 28: EQUIPMENT

SECTION l: All personnel will carry only those weapons for which they have been fully qualified (if such qualification is necessary for their operation) and which weapons have been specifically approved by the Chief of Police.

SECTION 2: THE CITY shall issue to all personnel at the time of initial hiring the following:

1. Class "A" Uniform Items:
   a. Ammunition Magazine Pouch
   b. Badges (Two)
   c. Belt Keepers
   d. Class A Pair of Trousers
   e. Class A Shirt
   f. Department-approved Collar Brass
   g. Duty Belt (High Gloss)
   h. Handcuff Cases (Two)
   i. Handgun Holster (Level 2 or Level 3)
   j. Metal Name Plates (Two)
   k. Necktie
   l. Under-belt (Compatible with Duty Belt)

2. Class "B" Uniform Items:
   a. Ammunition Magazine Pouch
   b. Badge (Compatible with Exterior Carrier)
   c. Belt Keepers
   d. Duty Belt (Nylon)

DRAFT

e. Handcuff Cases (Two)
f. Handgun Holster (Level 2 or Level 3)
g. Long Sleeved Uniform Shirts (Three)
h. Name Patch (Compatible with Exterior Carrier)
i. Short Sleeved Uniform Shirts (Three)
j. Trousers (Three)
k. Under Belt (Compatible with Duty Belt)

3. Other Uniform Items:
   a. Boots (One Pair)
   b. Coat (Universal)
   c. Ear Protection
   d. Earpiece for Radio
   e. Exterior Ballistics Panel Carrier (Vest)
   f. Flashlight and Appropriate Holder for Expected Use (Class A or B)
   g. Gas Mask With Canister
   h. Glove Pouch
   i. Handgun
   j. Individual First Aid Kit
   k. Interior Ballistics Panel Carrier (Vest)
   l. Less-lethal Holster
   m. Polo Shirt (Two)
   n. Radio and Holder
   o. Traffic Vest
   p. Trousers (2 Pairs of 5.11-type Pants)
   q. Weapon-mounted Flashlight (Handgun)
   r. Handcuffs (Two Sets)

SECTION 3: The employee shall carry all equipment issued by THE CITY during the performance of his/her duties, unless specifically excepted by the Chief of Police on an individual basis.

SECTION 4: All employees will be given the opportunity to be issued a bulletproof vest by THE CITY. If an employee elects to accept a bulletproof vest, that employee shall wear said vest during uniformed patrol duties, unless specifically excepted by the Chief of Police on an individual basis. If an employee declines to accept a bulletproof vest, he/she shall sign a form provided by THE CITY to acknowledge his/her declining to accept a bulletproof vest. An employee who has refused a bulletproof vest may at a later date revoke his refusal by presenting a written request to the Chief of Police for a bulletproof vest. A vest would then be issued to the employee; however, that employee specifically understands there would be a delay in issuing the bulletproof vest caused by ordering, shipping and possibly funding constraints.

SECTION 5: The type, quality, repair and maintenance of all uniform and equipment items shall be as determined by the chief of police with approval by the mayor and consent of the council if required. The Chief of Police or his / her designee shall determine when and if any uniform and

equipment item needs repair or replacement. As required by the Chief of Police or his / her designee the employee shall be required at his or her expense to clean and/or alter the issued uniform. Issued uniform and equipment items in need of repair or replacement due to extensive damage while in the performance of the official police duties will be repaired or replaced by THE CITY. THE CITY further agrees to bear the cost of repair or replacement of issued uniform and equipment items, not damaged while in the performance of official duties, but determined in the discretion of the Chief of Police or his/her designee as in need of repair or replacement. The maximum cost of all repairs or replacements of uniform and equipment items not damaged while in the performance of official duties for each employee shall be $800.00 annually. The $800.00 annual employee budget for repair or replacement items may be used for the purchase of (a) Ballistic-protective safety glasses [to include prescription] (b) Cuff keys,(c) Puncture resistant safety gloves, (d) Class A/B = uniforms [511 pants and polo shirts or equivalent as approved by the Chief or his/her designee], and (e) Suits for in-court testimony or investigation purposes as deemed necessary and approved in advance of purchase by the Chief or his/her designee. The city shall furnish one Class A or B shirt and pants per bargaining member per year.

The selection of replacement items shall be the responsibility of the Chief of Police or his / her designee.

SECTION 6: THE CITY agrees to replace or repair personal eyeglasses, dentures and/or wristwatches, and other items of personal property, when said item(s) are damaged, destroyed or lost while the employee is on duty and in the course of their employment through no fault of the employee. A properly executed claim form will be required, along with written explanation of the facts surrounding the loss, destruction or damage to the personal property, and an estimate of replacement or repair of said items(s), for payment to be presented to and reviewed by the Chief of Police. Payment is subject to approval by the Mayor and payment to be processed through the normal City claims procedure. The Chief of Police will forward the claims forms and supporting documents with his/her recommendation to the Mayor. If approved, replacement shall mean "with like item(s)" with the total cost not to exceed Three Hundred Fifty Dollars ($350.00) for each member of the bargaining unit per year.

SECTION 7: It is expressly understood that THE CITY has the right to alter or change the style and/or use of said uniform items and equipment as outlined in SECTIONS 2 and 5 of this Article. It is further expressly understood that this section is intended to develop an orderly system whereby THE CITY provides and replaces certain necessary uniforms and/or equipment for the use of the members of the bargaining unit in the performance of their duties when it is necessary to do so, and to replace certain personal property of the members of the bargaining unit which is damaged in

the performance of their duties, subject to certain monetary limitations. It is not the intention of the parties that the payments provided herein are in any fashion an entitlement of the members of the bargaining unit to receive said sums on a yearly basis through the purchase of uniforms, etc., which are not otherwise required. All items provided to an employee through the use of city funds by direct payment to the supplier for purchase or reimbursement to an employee under Sections 2 and 5 hereof shall be and remain the property of the City.

SECTION 8: Members of the bargaining unit who are required to use a personal cell phone while on duty shall receive $40.00 per month toward the cost of the same subject to the approval of the Chief of Police.

SECTION 9: Officers retiring from service with the Pryor Police Department by reason of length of service or physical disability with Twenty (20) years of service or more with the Department may, at the officer's election to do so, make a written request to the City for the purchase of the sidearm, badge, rifle or shotgun, or any or all of same, which was issued to the retired officer immediately prior to retirement. Upon such a request from the retiring officer the City shall conduct a reasonable inquiry as to the market value of the item(s) requested to be purchased by the retiring officer. The City shall notify the retired officer of the current market value determined for the item(s) and upon further confirmation of the request from the officer to purchase same, the City shall declare the item(s) surplus and sell them to the retired officer. The cost to the retired officer of purchasing the item(s) shall be the greater of the price the City paid at the time of purchase or the item(s) current market value. Upon payment of that price, the retired officer shall be entitled to ownership of the item(s). The officer shall be given a Bill of Sale for the item(s) purchased and any records regarding the ownership of each item transferred shall be modified to reflect the transfer to the retired officer.

ARTICLE 29: EDUCATION INCENTIVE

THE CITY agrees to award the following incentive to employees monthly as follows for acquired college education in lieu of all previously agreed payments:

(A) College Credit. No Degree - $3.00 per credit hour per year up to 60 hours of college credit to be paid One (1) time in January of the calendar year following the calendar year in which the college credit(s) was earned;

(B) Associates Degree and/or CLEET Intermediate Certification -2% increase over base salary;

(C) Bachelor's Degree and/or Advanced CLEET Certification – 4% increase over base salary;

(D) Master's Degree -6% increase over base salary.

THE CITY will reimburse employees for college tuition for course work related to the employee's job, at the following rate, up to six (6) hours maximum per semester and/or trimester at an accredited college or university, and at a tuition rate commensurate with that at Northeastern Oklahoma State University:

2.0 GPA	50% tuition reimbursement
3.0 GPA	75% tuition reimbursement
4.0 GPA	100% tuition reimbursement

ARTICLE 30: LONGEVITY

THE CITY agrees during the term of this agreement to increase each employee's salary for length of service according to THE CITY'S personnel policy and pay plan upon time evaluation of the Chief of Police and the Mayor. The following is a list of employees as of July 1, 2021, who are covered by this contract and their hire dates.

EMPLOYEE	HIRE DATE
Tramel, Kevin, Captain	October 8, 1999
Garrett, Joseph Scott, Sergeant	February 21, 2002
Couch, Justin, Sergeant	January 20, 2005
Moore, Michael, Sergeant	March 24, 2005
Van Horn, Dustin, Sergeant	June 20, 2007
Cunningham, Jack, Sergeant	January 20, 2008
Bennett, Kenneth, Patrolman	February 1, 2008
Vance, Jared, Sergeant	May 7, 2008
Humphrey, Trent, Sergeant	November 29, 2012
Brown, Sarah, Patrolman	June 23, 2014
Phillips, Mitchel, Patrolman	July 22, 2015
Allen, Justin, Sergeant	October 5, 2015
Hamil, Dillion, Patrolman	October 24, 2015
Jenkins, Johnnie, Patrolman	October 7, 2016

DRAFT

Crittenden, Richard, Patrolman	October 20, 2016
Stanglin, John Corporal	October 20, 2016
Gann, John, Patrolman	October 4, 2017
Frazier, Billy, Corporal	May 3, 2018
Armontrout, Timothy, Patrolman	June 4, 2018
Gunter, Jamal, Patrolman	August 30,2018
Keim, Chance Patrolman	November, 21 2018
Reese, Tanner Patrolman	April 8, 2019
Fisher, Hanna Patrolman	November 10, 2020
Houston, Devonte Patrolman	December 7, 2020
Flud, Jessica Patrolman	October 1, 2021
Wright, Dylan Patrolman	November 4, 2021
Bordwine, Tyler Patrolman	January 3, 2022
Scott, Sean Patrolman	January 3, 2022

All Bargaining Unit members, upon successful completion of five (5) years of continuous and uninterrupted employment as a unit member of the Pryor Police department, shall receive longevity compensation in an annual lump sum payment equal to $5.00 times the length of service in years times twelve. All Bargaining Unit members, upon successful completion of ten (10) years of continuous and uninterrupted employment as a unit member of the Pryor Police department, shall receive longevity compensation in an annual lump sum payment equal to $10.00 times the length of service in years times twelve. Longevity pay is subject to Federal, State and FICA taxes. This amount shall be paid on the first full pay period after the anniversary date of original employment as full time employee. For purposes of clarification it is stated that the longevity compensation herein discussed is payable commencing on the 5th and 10th year anniversary dates.

Officers retiring from service with the Pryor Police Department by reason of length of service or physical disability with Twenty (20) years of service or more with the Department shall be paid a further lump sum longevity compensation payment in an amount equal to the greater of 125% of the price the City paid for the sidearm and badge carried by the retiring officer immediately prior to the officer's retirement or 125% the current market value of the sidearm and badge at the time of retirement.

DRAFT

ARTICLE 31: PERFORMANCE EVALUATION

SECTION 1: All members shall be evaluated using THE CITY'S performance evaluation form, which form is incorporated herein by reference, sixty (60) days prior to his/her anniversary date. Evaluations are to be conducted by the Chief of Police or his designee and require the signature of the Chief of Police, employee and the Mayor. Nothing herein shall prohibit the Chief of Police from conducting additional performance appraisals at any time the Chief of Police deems it appropriate to do so.

SECTION 2: Members who are on initial probation will not have a performance pay evaluation until the end of the probationary period. Members, upon successful completion of their probationary period, will be moved to next step of the pay plan.

SECTION 3: If a member does not feel that the performance evaluation done by someone other than the Chief of Police was done properly or fairly, the member may, by written request for review of the performance evaluation delivered to the Chief of Police within five (5) days of completion of the initial performance evaluation, ask the Chief of Police to personally review the performance evaluation. The Chief of Police shall perform a review of the employee's performance evaluation within ten (10) days of receipt of the request and shall notify the employee in writing of his action taken on the review of the performance evaluation. After review by Chief of Police, if a member still does not feel that the performance appraisal was done properly or fairly, the member shall, within five (5) days of receipt of the notification of the Chief of Police of the action taken on the review, deliver to the Mayor (a) a copy of the initial performance evaluation (b) a copy of the notice of action taken on review by the Chief of Police and (c) a written statement from the employee setting forth the factual basis for the employee's belief that the performance evaluation was not done properly or fairly together with all evidence believed by the employee to support a different evaluation.. The Mayor, the evaluating officer, the member and his/her Union Representative shall meet within seven (7) days of delivery of the aforesaid information to the Mayor to discuss the evaluation. Following completion of the above steps the evaluation may be grieved through the grievance procedure contained in ARTICLE 11.

SECTION 4: A promotion pay increase will not be approved on employees receiving two or more evaluation ratings that fall below minimum standards per annual performance review.

DRAFT

ARTICLE 32: MERITORIOUS STEP INCREASE

In special cases where employees are advancing in their work significantly faster than is outlined by the requirements for the length of service in that step, employees may be promoted before completing the required length of service in that step. Such promotion request must include written justification and be submitted to the Mayor who will make the decision with the consent of the City Council. Such cases will be exceptional.

ARTICLE 33: COMPENSATION

SECTION 1: The rate of compensation for those employees subject to this agreement shall be as set forth on Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth. All members shall receive 4.0% pay increase according to the revised pay plan attached hereto. Any change in the rate of compensation for any employee subject to this agreement shall be effective July 1, 2022.

SECTION 2: In rare instances, in the absence of a shift supervisor, a senior patrolman has to work as acting supervisor, he/she shall be compensated at the hourly rate equal to that of a corporal at the same step of employment.

SECTION 3: In the event any employee covered by this contract completes forty (40) hours of CLEET Certification during any one calendar year, two (2) hours of which must be Mental Health credits, he or she shall receive a lump sum payment of $500.00 payable within thirty (30) days of completion and verification of said credit.

SECTION 4: Newly hired employees who already possess CLEET Certification at the date of hire and provide proper documentation of that certification to the City shall be hired at Step 2 of the Pryor Creek Pay Plan for Police. Thereafter, for the term of the employee's employment with the City's Police Department the standard Step increases for pay as set forth in the Pryor Creek Pay Plan for Police shall apply.

SECTION 5: Newly hired employees, upon successful completion of CLEET Certification and Field Training Officer Program will be raised to Step 2 effective from and after successful completion of same.

Section 6: All members shall receive Hazard Pay in the amount of $166.66 in fiscal year 2022-2023 paid on the first pay period of the month.

DRAFT

ARTICLE 34: CITIZENS COMPLAINTS

No disciplinary action shall be taken against an employee, as said disciplinary action is defined by the City of Pryor Creek, Oklahoma Police Department Standard Operating Procedures solely on the basis of a citizen's complaint unless said citizen's complaint is reduced to writing and signed by the citizen complaining, or by said citizen's parent or lawful guardian.

ARTICLE 35: SUCCESSORS AND ASSIGNS

This agreement shall be binding on the successors and assigns of the parties hereto and no provision, term or obligation contained herein shall be affected, modified, altered or changed to the detriment of the other party by change of any kind, such as re-composition of elected bodies, or elected officials, or appointed officials, employees, agents, delegates or other assigns.

ARTICLE 36: PREPARATION AND DISTRIBUTION OF PUBLICATIONS

THE CITY shall furnish to each employee at no expense, a copy of this agreement. THE CITY shall furnish to THE LODGE, at no expense, one (1) copy of the Pryor Police Department Standard Operating Procedure Manual and the Pryor City Code. All to be delivered within ninety (90) days of the effective date of this agreement. Additional copies of documents beyond that listed herein shall be provided at statutory rates and charges for open records.

ARTICLE 37: PERSONNEL FILES, CONFIDENTIALITY

SECTION 1: Any records, information or documents concerning an investigation of a member shall be retained for future information and reference. Such documentation shall include, but not necessarily be limited to, letter of reprimand from supervisors for the said member, documentation concerning counseling sessions for violations of any rules or regulations or policies within the department of THE CITY for said member, and any other information that could be reasonably construed as being detrimental to the member's future with the department.

SECTION 2: THE CITY, through its own auspices which include the Chief of Police, shall at all times respect the privacy concerns of the officers regarding personnel files. Matters within such files shall not be released except for good cause shown, and only on a need-to-know basis, as determined by the Mayor upon the advice of the City Attorney. If any copy of a personnel file is made, said copy should be destroyed after the reason for the copy being made has been completed, unless said destruction is prohibited by court order.

SECTION 3: Members shall be allowed to review their personnel file under appropriate

supervision at any reasonable time, and may insert their own response into the personnel file, regarding any matter contained therein.

SECTION 4: No original personnel files shall be removed from police department except by court order, whereupon the officer shall be given notice of such removal.

SECTION 5: All results of drug testing will be kept in a confidential file in the Office of the Mayor in the employee's personnel file. Access to drug testing reports in the personnel file shall be limited to only the Mayor, employee, Chief of Police without issuance of a court order to the contrary.

SECTION 6: Personnel files will not be made available to any person other than the employee, the Chief of Police, or responsible management and staff personnel of THE CITY, except as are otherwise provided in the Oklahoma Open Records Act, Title 51, Oklahoma Statutes 1991, Section 24A.1 et seq; or as may be required by a court order.

SECTION 7: The provisions of the Oklahoma Open Records Act shall apply to all records maintained by THE CITY.

ARTICLE 38: LEGAL REPRESENTATION

SECTION 1: THE CITY shall provide legal representation for any member who may have a suit, claim or charge filed as a civil or criminal proceeding against him or her arising out of any incident or transaction participated in by such member in the appropriate performance of official duties as a policeman of THE CITY. Such legal representation shall be by the city attorney or his delegate. If the officer does not agree to such representation he may select his own legal counsel at his own expense.

ARTICLE 39: DUES

SECTION 1: Employees covered by this Agreement may authorize payroll deductions for the purpose of paying LODGE dues. No authorizations shall be allowed for payment of initiation fees, assessments or fines.

SECTION 2: THE LODGE will initially notify the Employer as to the amount of dues. Such notification will be certified to the Employer in writing over the signature of an authorized officer of THE LODGE. Changes in association membership dues will be similarly certified to THE CITY and shall be done at least one month in advance of the effective date of such change.

SECTION 3: Dues shall be deducted bi-weekly and the funds deducted shall be remitted to the

Treasurer of THE LODGE. THE LODGE will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of payroll deduction of Lodge dues.

SECTION 4: This payroll deduction shall be revocable by the Employee notifying the Employer in writing on a prescribed form. THE LODGE shall be notified on any revocation.

ARTICLE 40: SAVINGS CLAUSE

SECTION 1: If any article or section of this agreement should be found to be invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other article parts or portions of this agreement not so affected shall remain in full force and effect.

SECTION 2: In the event of invalidation of any article or section both THE CITY and THE LODGE agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section and other articles or sections which were directly affected.

ARTICLE 41: DRUG TESTING

SECTION 1: It is agreed that efficiency and safety in the workplace is necessary and required in order to carry out the mission of the Police Department. Therefore, it is understood that the use of alcohol, drugs or other controlled substances by members of the Bargaining Unit without proper prescription or other authorization while on duty or in the workplace is detrimental to the operation of the Police Department, and the health and safety of the employees thereof, and is expressly prohibited under this Agreement and the rules and regulations of the City and Police Department. It is further agreed that the provisions of The City of Pryor Drug and Alcohol Free Workplace Policy, as it exists on the date of approval of this Agreement, apply to all members of the Bargaining Unit and is expressly incorporated herein by reference as a part hereof.

SECTION 2: In order to provide a model for the citizens of Pryor, members will be subject to random drug testing and will adhere to City of Pryor's Policy and Procedures.

DRAFT

THIS AGREEMENT is executed in multiple original counterparts the day and date above written. PASSED AND APPROVED this 6th day of September, 2022 by the Mayor and Council of the City of Pryor Creek, Oklahoma.

CITY OF PRYOR CREEK, OKLAHOMA

By _____
Larry Lees, Mayor

(Seal)
ATTEST:

_____
Eva Smith, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
K. Ellis Ritchie, City Attorney

FRATERNAL ORDER OF POLICE
LODGE NO.116

By _____
Lodge President

(SEAL)

Attest:

_____
Lodge Secretary

DRAFT

EXHIBIT A

POLICE PAY PLAN 2022-2023
CITY OF PRYOR CREEK

RANGE		STEP 1	STEP 2	STEP 3	STEP 4
J	POLICE PATROLMAN	$39,357	$45,303	$47,868	$53,175
K	POLICE CORPORAL	$40,450	$46,567	$49,209	$54,630
L	POLICE SERGEANT	$41,580	$47,868	$50,386	$57,278
M	POLICE CAPTAIN				$60,142

APPROVED BY COUNCIL:

DRAFT

EXHIBIT B
OFFICER RANKS

Officer	Rank	Date of Current Rank
Tramel, Kevin	Captain	February 2016
Couch, Justin	Sergeant	November 2012
Moore, Michael	Sergeant	December 2016
Cunningham , Jack	Sergeant	April 17, 2018
Garrett, Scott	Sergeant	April 17, 2018
Allen, Justin	Sergeant	August 21, 2021
Humphrey, Trent	Sergeant	August 21, 2021
Van Horn, Dustin	Sergeant	August 21, 2021
Vance, Jared	Sergeant	August 21, 2021
Frazier, Billy	Corporal	August 21, 2021
Stanglin, John	Corporal	August 21, 2021
Bennett, Kenneth	Patrolman	April 2008
Jenkins, Johnnie	Patrolman	October 7, 2016
Phillips, Mitchel	Patrolman	December 22, 2016
Gann, John	Patrolman	October 4, 2017
Armontrout, Timothy	Patrolman	June 4, 2018
Gunter, Jamal	Patrolman	August 30, 2018
Brown, Sarah	Patrolman	September 20, 2018
Hamil, Dillion	Patrolman	November 15, 2018
Crittenden, Richard	Patrolman	January 2, 2019
Keim, Chance	Patrolman	October 17, 2019
Reese, Tanner	Patrolman	March 16, 2020
Fisher, Hanna	Patrolman	November 10, 2020
Houston, Devonte	Patrolman	December 7, 2020
Wright, Dylan	Patrolman	November 4, 2021
Flud, Jessica	Patrolman	December 1, 2021
Bordwine, Tyler	Patrolman	January 3, 2022
Scott, Sean	Patrolman	January 3, 2022

DRAFT

AGREEMENT OF TRANSFER AND ASSIGNMENT

OF

CONTRACT RIGHTS

(EFE Access Group, LLC and City of Pryor, OK)

THIS AGREEMENT OF TRANSFER AND ASSIGNEMENT is dated this 26th day of August, 2022 and shall be effective as of August 26, 2022 regardless of date signed. The parties to this agreement are EFE Access Group, LLC a limited liability company registered in the state of Wyoming with a Texas mailing address with the Chairman/Managing Member being James R. Bloom (hereinafter EFE) and the City of Pryor Creek, Oklahoma (herein "city") in the transaction which is the subject of this matter.

WHEREAS, previous to this agreement and transfer Intermediary entered into certain purchase agreements for the purchase of the properties identified as follows:

LAND HOGS, LLC PROPERTIES

401 E GRAHAM PRYOR, OK 74036

The West Seventy-five (75) Feet of the South One Hundred (100) Feet of Lot Numbered Sixteen (16), in Block Numbered Twenty (20), in the Incorporated Town of PRYOR CREEK, Mayes County, State of Oklahoma, according to the United States Government Survey and Plat thereof.

403 & 405 E GRAHAM PRYOR, OK 74036

The Westerly Thirteen (13) Feet of Lot Numbered Thirteen (13) and all of Lots Numbered Fourteen (14), and Fifteen (15), and Lot Numbered Sixteen (16) LESS AND EXCEPT the Southerly One Hundred (100) feet of the Westerly Seventy-five (75) feet thereof, all in Block Numbered Twenty (20), in the Incorporated Town of PRYOR CREEK, Mayes County, State of Oklahoma, according to the United States Government Survey and Plat thereof.

9 & 13 N ROWE ST PRYOR, OK 74036

LOTS NUMBERED TEN (10) AND ELEVEN (11) IN BLOCK NUMBERED TWENTY (20) IN THE INCORPORATED TOWN OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE PLAT THEREOF.

HAWKINS FAMILY LIMITED PARTNERSHIP PROPERTIES

15 N ROWE ST PRYOR, OK 74036

Lot Numbered Seven (7), in Block Numbered Twenty (20), in the Incorporated Town of PRYOR CREEK, Mayes County, State of Oklahoma, according to the United States Government Survey and Plat filed thereof.

14 N COO-Y-YAH PRYOR, OK 74036

Lot Numbered Twelve (12) in Block Numbered Twenty (20) in the Incorporated Town of PRYOR CREEK, Mayes County, State of Oklahoma, according to the United States Government Survey and Plat thereof.

16 N COO-Y-YAH PRYOR, OK 74036

Lot Numbered Nine (9), in Block Numbered Twenty (20), in the Incorporated Town of PRYOR CREEK, Mayes County, State of Oklahoma, according to the United States Government Survey and Plat filed thereof.

18 & 20 N COO-Y-YAH PRYOR, OK 74036

Lot Numbered Eight (8), in Block Numbered Twenty (20), in the Incorporated Town of PRYOR CREEK, Mayes County, State of Oklahoma, according to the United States Government Survey and Plat thereof.

WHEREAS, in the making of the aforesaid contracts to purchase the City of Pryor Creek entered into agreements to purchase in the furtherance of an economic development project whereby EFE or its affiliate(s) would ultimately reimburse the City of Pryor Creek for the earnest money deposit ($20,000) paid by the City of Pryor Creek on said purchase agreement and further that the City would assign all rights to purchase said properties to EFE and EFE would accept such assignment becoming solely obligated on the purchase of said properties.

NOW THEREFORE the parties agree as follows:

1. By execution of this agreement and transfer the City immediately and without reservations, assigns all rights, interests and obligations of whatsoever kind or nature of which the City is possessed or due upon or under or pursuant to said agreements of purchase regarding the above identified properties, to EFE, its affiliates, successors or assigns.
2. By execution of this agreement EFE receives and accepts immediate transfer from the City without reservations, or exceptions to the receipt of said assignment of all rights, interests and obligations of whatsoever kind or nature of which the City is possessed or due upon or under or pursuant to said agreements of purchase regarding the above identified properties.
3. EFE agrees and covenants to the City to pay reimbursement to the City of Pryor Creek of all earnest money paid by the City in the sum of $20,000 on the property within 30 days of the effective date of this agreement as stated at the beginning of this document. on or befor 10/14/2022 per agreement with City 9/1/2022
4. EFE agrees to hold City harmless of all loss, cost, damage, expense or claim arising or relating to City's involvement in the purchase contracts referenced hereinabove.
5. EFE expressly acknowledges that it is and has been aware of the inspection periods of the properties as stated in the contract for purchase and all other terms of said agreements and accepts this assignment with full knowledge of same and consents to be fully bound by all terms of said contracts of purchase.
6. This agreement of transfer and assignment is fully effective as of its effective date stated in the first paragraph of this document.
7. The parties to this agreement agree to each reasonably and seasonably cooperate with any reasonable requests made by each party to this agreement, title companies or others as may be properly involved in the closing of the transactions which are the subject of this agreement in the performance of any act which may be reasonably necessary for purposes of closing the transactions or for tax reporting purposes.
8. This agreement may be electronically signed by any party.

EFE Access Group, LLC

Pryor Creek, Oklahoma

By: _____ _____

James R. Bloom,
Chairman/Managing Member

Larry Lees, Mayo for
City of Pryor Creek, OK

On the ___ day of September this agreement was approved by a majority vote of the City Council for Pryor Creek, Oklahoma in regular meeting of the City Council on said Date.

Attest:

_____

Eva Smith, City Clerk for Pryor Creek, OK

MEMBER GRIEVENCE

MEMBER(S): CHANCE KEIM

DATE: 08/08/2022

Dear Chief Dennis Nichols, this letter is to inform you of a grievance being filed due to a violation of the collective bargaining agreement.

On 07/26/2022 I, Officer Chance Keim, was notified by Captain Kevin Tramel that you, Chief Dennis Nichols, told him I was to remove my optic off my duty handgun.

On 08/02/2022 you were notified by lodge Vice President Ashton Gann of a pending grievance.

On 08/05/2022 I met with you and you confirmed that I was not to use my optic on my handgun until further notice.

Both Captain Tramel and yourself agreed I followed department policy 306.4.4 that outlines procedures for placing an optic on a firearm for duty use. However I am still being ordered to keep mine off my handgun.

Date: 8-9-2022 Signature: Chance Keim

Dennis Nichols
Chief of Police

James Willyard
Assistant Chief of Police

PRYOR CREEK POLICE DEPARTMENT

August 17, 2022

To: Grievance Committee

Reference: Keim Grievance

I do not believe a violation of the CBA between the City of Pryor and Lodge No. 116 has occurred.

Under Article 8 Administrative Rights: All of the rights to manage and direct the police force, which have not been specifically abridged by this agreement, shall remain the right of the Police Chief with Council approval when required.

Department policy states the following:

103.3 AUTHORITY The Chief of Police shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state and local laws. The Chief of Police or the authorized designee is authorized to issue Departmental Directives, which shall modify those provisions of the manual to which they pertain. Departmental Directives shall remain in effect until such time as they may be permanently incorporated into the manual.

Dennis Nichols

Chief of Police

(918) 825-1212 • Fax: (918) 825-2223 • 214 South Mill • Pryor, Oklahoma 74361
www.pryorpolice.com

Scott Garrett
President

Ashton Gann
Vice President

August 23nd 2022

To: Chief Dennis Nichols

Reference: Keim Grievance

We, The Grievance Committee, believe that a violation of the CBA did occur under **ARTICLE 5** which reads as follows:

INCORPORATION OF POLICIES AND PROCEDURES

Pursuant to OKLA. STAT. Titl. 11 § 51-111 the parties acknowledge and agree that the applicable rules, policies and procedures, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the police department and City of Pryor Creek currently in effect on the effective date of this agreement are incorporated into this agreement except as expressly modified or changed by the specific terms of this agreement.

Department Policies, as agreed upon by the Lodge and the Police Department, are thereby incorporated in this agreement and must be followed by both parties. Furthermore any violation or deviation of these policies are subject to grievance as per Article 11 of the CBA.

Scott Garrett

FOP Lodge #116 President

and certified as an armorer or gunsmith in the repair of the specific firearm. Such modification or repair must be authorized in advance by the Rangemaster.

Any repairs or modifications to the member's personally owned firearm shall be done at his/her expense and must be approved by the Rangemaster.

306.4.2 HOLSTERS
Only department-approved holsters shall be used and worn by members. Members shall periodically inspect their holsters to make sure they are serviceable and provide the proper security and retention of the handgun.

306.4.3 TACTICAL LIGHTS
Tactical lights may only be installed on a firearm carried on- or off-duty after they have been examined and approved by the Rangemaster. Once the approved tactical lights have been properly installed on any firearm, the member shall qualify with the firearm to ensure proper functionality and sighting of the firearm prior to carrying it.

306.4.4 OPTICS OR LASER SIGHTS
Optics or laser sights may only be installed on a firearm carried on- or off-duty after they have been examined and approved by the Rangemaster. Any approved sight shall only be installed in strict accordance with manufacturer specifications. Once approved sights have been properly installed on any firearm, the member shall qualify with the firearm to ensure proper functionality and sighting of the firearm prior to carrying it.

Except in an approved training situation, a member may only sight in on a target when the member would otherwise be justified in pointing a firearm at the target.

306.5 SAFE HANDLING, INSPECTION AND STORAGE
Members shall maintain the highest level of safety when handling firearms and shall consider the following:

(a) Members shall not unnecessarily display or handle any firearm.

(b) Members shall be governed by all rules and regulations pertaining to the use of the range and shall obey all orders issued by the Rangemaster.

(c) Shotguns or rifles removed from vehicles or the equipment storage room shall be loaded and unloaded in the parking lot and outside of the vehicle.

(d) No one shall carry firearms into the jail section or any part thereof when securing or processing an arrestee, but shall place all firearms in a secured location. Members providing access to the jail section to persons from outside agencies are responsible for ensuring firearms are not brought into the jail section.

(e) Members shall not use any automatic firearm, heavy caliber rifle, gas or other type of chemical weapon or firearm from the armory, except with approval of a supervisor.

(f) Any firearm authorized by the Department to be carried on- or off-duty that is determined by a member to be malfunctioning or in need of service or repair shall not

Copyright Lexipol, LLC 2021/09/08, All Rights Reserved.
Published with permission by Pryor Creek Police Department

this means that 1 member of the LODGE could take up to 8 days off or 2 members of the LODGE could each take off up to 4 days for qualified purposes.

ARTICLE 11: GRIEVANCE PROCEDURE

SECTION 1: The purpose of this article is to establish a grievance procedure for any alleged violation of this contract.

SECTION 2: The Grievance Advisory Committee shall consist of three members of THE LODGE, elected by a majority vote of THE LODGE. The Committee shall be recognized as such by the City Council and Police Department.

SECTION 3: Grievance Procedure:

(a) Any employee or group of employees asserting that there is an alleged violation of the contract must first bring said alleged violation before the Lodge President or his designee.

(b) The president of THE LODGE, or his authorized representative, shall, within Five (5) work days of receipt of the report of an alleged violation of the contract under paragraph (a), report an impending grievance to the Chief of Police in an effort to forestall its occurrence. The Chief shall have Five (5) work days to respond.

(c) If, after the completions of the steps described in paragraphs (a) and (b) above the matter remains unresolved to the satisfaction of the complaining party, in order to continue with the grievance the employee, group of employees, or THE LODGE shall deliver to the Chief of Police a written grievance within five (5) working days.

(d) The Chief of Police shall have five (5) working days to respond in writing to the grievance. The response of the Chief of Police is effectively given when delivered to the Lodge President. If the grieving party is not satisfied with the written response from the Police Chief, the grieving party may continue the grievance to the City Council within ten (10) working days after receiving a response from the Chief of Police by delivery of the written grievance to the Mayor or to the City Clerk.

(e) The City Council has fifteen (15) working days to respond in writing to the grievance by delivery of the response to the Lodge President. After receiving the written reply of the City Council, and before requesting arbitration, the grieving party must meet in person with the Grievance Advisory Committee described in "Section 2" of this Article within ten (10) working days from the date of receipt of the City Council's reply for the purpose of reviewing the grievance

and the City Council's reply to the grievance and for the purpose of making the decision of whether to seek arbitration of the matter.

SECTION 4: Arbitration Procedure:

(a) If after meeting with the Grievance Committee, the grieving party desires to pursue arbitration, the grieving party shall notify the City Council within ten (10) working days following the date of the meeting with the Grievance Committee, with a written request for arbitration, which written request for arbitration shall include the name, address and telephone number of their interest arbitrator. The City Council shall notify the grieving party in writing of the name, address and telephone number of their interest arbitrator within five (5) working days of receipt of the interest arbitrator's name from the grieving party.

(b) The arbitrators selected by the parties will meet at a time and place agreed upon by the arbitrators. At this initial meeting of the two arbitrators, the arbitrators will select a third arbitrator. If a third, neutral arbitrator cannot be agreed upon within five (5) days, the City and the grieving party shall request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators. Within ten (10) calendar days after receipt of such list the parties shall meet and strike alternately the name of one (1) arbitrator until only one (1) remains, with the City making the first strike from the list. Such arbitrator, whether selected as a result of an agreement between the parties or from the list, shall act as the third Arbitrator.

After selection of the third arbitrator, the arbitrators will meet as soon as practicable, and after meeting, will reach a decision within Sixty (60) days which will be binding upon both the City of Pryor and the grieving party.

(c) The Cost of the third arbitrator shall be born equally by THE CITY and FOP Lodge No. 116.

SECTION 5: Conflicting Procedure:

If anything in this Article in regards to the grievance procedure of an alleged violation of this contract conflicts with the City of Pryor Creek, Oklahoma Police Department Standard Operating Procedures or the City of Pryor Creek, Oklahoma Personnel Policy and Pay Plan, this Article shall control.

The employee must provide proof of recertification, if required, or special qualification pay will cease for the lapsed special qualification.

Employees attending approved police training required or approved by the Chief of Police, outside the Mayes County area shall, at the discretion of the Chief of Police, receive $18.33 per meal with a maximum of $55.00 per day for meals, with the number of meals to be determined by the Chief of Police. (this will exclude basic CLEET Academy)

Employees attending approved police training required or approved by the Chief of Police shall be compensated for the number of scheduled class time hours. Necessary travel time to and from training outside Mayes County shall be compensated based on actual travel time.

ARTICLE 28: EQUIPMENT

SECTION 1: All personnel will carry only those weapons for which they have been fully qualified (if such qualification is necessary for their operation) and which weapons have been specifically approved by the Chief of Police.

SECTION 2: THE CITY shall issue to all personnel at the time of initial hiring the following:

1. Class "A" Uniform Items:
    a. Ammunition Magazine Pouch
    b. Badges (Two)
    c. Belt Keepers
    d. Class A Pair of Trousers
    e. Class A Shirt
    f. Department-approved Collar Brass
    g. Duty Belt (High Gloss)
    h. Handcuff Cases (Two)
    i. Handgun Holster (Level 2 or Level 3)
    j. Metal Name Plates (Two)
    k. Necktie
    l. Under-belt (Compatible with Duty Belt)

2. Class "B" Uniform Items:
    a. Ammunition Magazine Pouch
    b. Badge (Compatible with Exterior Carrier)
    c. Belt Keepers
    d. Duty Belt (Nylon)
    e. Handcuff Cases (Two)
    f. Handgun Holster (Level 2 or Level 3)
    g. Long Sleeved Uniform Shirts (Three)
    h. Name Patch (Compatible with Exterior Carrier)
    i. Short Sleeved Uniform Shirts (Three)
    j. Trousers (Three)
    k. Under Belt (Compatible with Duty Belt)

3. Other Uniform Items:
    a. Boots (One Pair)
    b. Coat (Universal)
    c. Ear Protection
    d. Earpiece for Radio
    e. Exterior Ballistics Panel Carrier (Vest)
    f. Flashlight and Appropriate Holder for Expected Use (Class A or B)
    g. Gas Mask With Canister
    h. Glove Pouch
    i. Handgun
    j. Individual First Aid Kit
    k. Interior Ballistics Panel Carrier (Vest)
    l. Less-lethal Holster
    m. Polo Shirt (Two)
    n. Radio and Holder
    o. Traffic Vest
    p. Trousers (2 Pairs of 5.11-type Pants)
    q. Weapon-mounted Flashlight (Handgun)
    r. Handcuffs (Two Sets)

SECTION 3: The employee shall carry all equipment issued by THE CITY during the performance of his/her duties, unless specifically excepted by the Chief of Police on an individual basis.

SECTION 4: All employees will be given the opportunity to be issued a bulletproof vest by THE CITY. If an employee elects to accept a bulletproof vest, that employee shall wear said vest during uniformed patrol duties, unless specifically excepted by the Chief of Police on an individual basis. If an employee declines to accept a bulletproof vest, he/she shall sign a form provided by THE CITY to acknowledge his/her declining to accept a bulletproof vest. An employee who has refused a bulletproof vest may at a later date revoke his refusal by presenting a written request to the Chief of Police for a bulletproof vest. A vest would then be issued to the employee; however, that employee specifically understands there would be a delay in issuing the bulletproof vest caused by ordering, shipping and possibly funding constraints.

SECTION 5: The type, quality, repair and maintenance of all uniform and equipment items shall be as determined by the chief of police with approval by the mayor and consent of the council if required. The Chief of Police or his / her designee shall determine when and if any uniform and equipment item needs repair or replacement. As required by the Chief of Police or his / her designee the employee shall be required at his or her expense to clean and/or alter the issued uniform. Issued uniform and equipment items in need of repair or replacement due to extensive damage while in the performance of the official police duties will be repaired or replaced by THE CITY. THE CITY further agrees to bear the cost of repair or replacement of issued uniform and

ARTICLE 4: DURATION OF AGREEMENT

SECTION 1: This agreement shall be effective as of July 1, 2021, unless otherwise specified, and shall remain in effect through June 30, 2022.

SECTION 2: The term of this agreement shall not exceed one (1) year. Provided however, this agreement may be extended for one (1), one year period upon the written mutual consent of both parties no later than thirty (30) days before the expiration of the term of the agreement.

SECTION 3: Whenever wages, rates of pay or other matters requiring appropriation of monies by THE CITY are included as matters of the collective bargaining, written notice of request for collective bargaining shall be given by either party at least one hundred twenty (120) days before the last day on which monies can be appropriated by THE CITY to cover the contract period which is subject of the collective bargaining procedure.

SECTION 4: It shall be the obligation of each party to meet at a reasonable time and confer in good faith with representatives of the other party within ten (10) days of written notice requesting a meeting for collective bargaining purposes. Provided, however, that if the parties have negotiated fully on the wages, benefits and other terms and conditions of employment for the term of this agreement, neither party shall be required to renegotiate such terms during the agreement.

SECTION 5: It is understood that all time limits found within this agreement may be extended by mutual concurrence. Which mutual concurrence shall be effective to extend any time limit only if, previous to the expiration of the time limit, the mutual concurrence is set forth in writing and acknowledged by signature of the President of the Lodge and signature of the Mayor or City Attorney.

ARTICLE 5: INCORPORATION OF POLICIES AND PROCEDURES

Pursuant to OKLA. STAT. tit. 11 § 51-111 the parties acknowledge and agree that the applicable rules, policies and procedures, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the police department and City of Pryor Creek currently in effect on the effective date of this agreement are incorporated into this agreement except as expressly modified or changed by the specific terms of this agreement.

ARTICLE 6: NON-DISCRIMINATION

SECTION 1: Nothing in this agreement shall be interpreted as diminishing the obligation of both parties to comply with applicable laws, rules, regulations or orders which insure that applicants or employees are treated without regard to race, religion, sex, national origin, age, handicap, status of lodge membership, or political affiliations, or other categories protected by law. Nothing in this agreement shall be interpreted as diminishing the obligations of THE CITY and THE LODGE to comply with the provisions of the Fair Labor Standards Act, any duly adopted and applicable Department of Labor regulation promulgated there under, and any other applicable laws, rules, regulations, standards and orders.

SECTION 2: The use of masculine or feminine gender herein shall be construed to mean both or either gender, as the case may be, unless the context requires otherwise.

SECTION 3: In the event that any portion of this agreement conflicts with the employer's ability to comply with the law, the law will supersede any portion of this agreement.

ARTICLE 7: PROHIBITION OF STRIKES

THE LODGE and its members agree not to engage in a strike, work stoppage, or other similar forms of interference with the operations of the Pryor Police Department as defined in Title 11 O.S.A. Section 51-102 (3).

THE LODGE agrees not to coerce or attempt to coerce the Municipality of Pryor in the selection of its representatives for the purpose of serving on a collective bargaining team. In that regard, THE LODGE and its members acknowledge the "part-time" service rendered to THE CITY by the individual elected members of the City Council of Pryor, Oklahoma, and further acknowledge that each member of the City Council of Pryor, Oklahoma, may maintain outside employment. THE LODGE and its members will not engage in, call for, or encourage residents of Pryor Creek Oklahoma, Mayes County, Oklahoma, or the State of Oklahoma, to boycott the employment of or doing business with any member of the City Council, or that member's employer.

ARTICLE 8: ADMINISTRATIVE RIGHTS

All of the rights to manage and direct the police force, which have not been specifically abridged by this agreement, shall remain the right of the Police Chief with Council approval when required.

Such rights include, but are not limited to, the right to hire, promote, reprimand, suspend, demote, or discharge for just cause sworn officer employees, subject to the grievance and arbitration procedures herein, the right to conduct and control operations of the department, the right to introduce new or improved methods of operation and equipment, the right to schedule and assign the use of such equipment or manpower, the right to manage internal security practices, the right to take such actions as may be deemed necessary to implement the Americans with Disabilities Act and OSHA Blood Borne Pathogens Standard and the right to determine the numbers, types and grade of employees with the Department, The right to determine size of the work force. The right to establish the qualifications for employment, including terms and conditions of probation, to employ employees, and to schedule and assign work, including shifts, training, and/or informational meetings. The right to establish in writing promotion requirements to promote those employees based on qualifications relevant to those requirements, and to maintain a posted list of test scores for a period of one (1) year.

ARTICLE 9: SAFETY AND HEALTH

THE CITY and THE LODGE agree to cooperate to the fullest extent in the promotion of safety and health within THE CITY'S jurisdiction and while the duties of the employees are being carried out. For this purpose, THE LODGE shall select one (1) of its members to participate on the CITY OF PRYOR'S Safety Survey Team.

ARTICLE 10: BARGAINING COMMITTEE

The Bargaining Committee of THE LODGE shall be the committee responsible for representing THE LODGE in collective bargaining with THE CITY. For this purpose, it is agreed to establish a Bargaining committee to consist of three (3) members appointed by THE LODGE and not more than three (3) alternates, who may or may not be members of THE LODGE, appointed by the committee. The Bargaining committee of THE CITY shall be appointed by the Mayor and shall include himself/herself, the City Attorney or other legal counsel and three (3) members of the City Council.

THE LODGE, collectively, shall be afforded Eight (8) days off to attend F.O.P. business; such as Local, State and National F.0.P. Business. These days may be taken by one member or any combination by authority of THE LODGE President. At least two weeks' notice shall be given to the Chief of Police before the days off can be taken. For purposes of example for clarification,

MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, AUGUST 16TH, 2022 AT 6:00 P.M.

The City Council of the City of Pryor Creek, Oklahoma met in regular session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. This meeting was followed immediately by a meeting of the Pryor Public Works Authority. Notice of these meetings was posted on the East bulletin board located outside to the South of the entrance doors and the City website at www.pryorcreek.org. Notice was also e-mailed to The Paper newspaper and e-mailed to the Council members.

1. CALL TO ORDER, PRAYER, PLEDGE OF ALLEGIANCE, ROLL CALL.

Mayor Lees called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Steve Smith. Roll Call was conducted by Deputy Clerk Darla Coats. Council members present included Jon Ketcher, Choya Shropshire, Dennis Nance, Steve Smith, Randy Chitwood, Evett Barham, Chris Gonthier, Lori Siever. Members absent: none.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Police Chief Dennis Nichols, Fire Chief BK Young, Emergency Management Director Johnny Janzen, Street Superintendent Buddy Glenn, Library Director Cari Rerat and Recreation Center Director Jessica Tiger.

Others present: Police Captain Kevin Tramel, Police Sergeant Dustin Van Horn, Animal Control Officer Becki Sams-Benham, City Engineer Steve Powell, City Accountant Jeff Kolker, Jeanette Anderson, Arianna Derr, Candi Mendivil, Terry Davis, Candy Hills, Josh Nix and Terry Aylward.

2. PETITIONS FROM THE AUDIENCE. (LIMITED TO 5 MINUTES, MUST REQUEST IN ADVANCE.)

There were no petitions.

3. DEPARTMENT HEAD REPORTS IF NEEDED:

a. Building Inspector

No report.

b. Emergency Management

Janzen reported that they have finished the maintenance on the sirens. They are currently working on the emergency plans for Rocklahoma and Born and Raised. He also reported that the County Commissioners voted to approve purchase of the old fire station for its appraised value.

c. Fire

Young reported that they have been doing boat-operations training this week.

d. Golf

No report.

e. Library

Rerat provided a synopsis of the annual report due to the state on the 15th. She stated that the library policy and the strategic plan that are on tonight's agenda took several months to prepare.

f. Parks / Cemetery

No report.

g. Police

Nichols had no report.

h. Recreation Center

Tiger reported that the outdoor fitness court has arrived. The Street Department guys are doing a great job working on the slab. They will start pouring concrete tomorrow.

i. Street

Glenn reported that they plan to start pouring the slab at the Recreation Center tomorrow, if the rain holds off. They continue to work on pouring new sidewalks, mowing and running the street sweeper when they can. He reported that they have finally found some crosswalk paint at Spectrum in Claremore, so they will be getting started on the crosswalks. The sidewalks on Irving Street were mentioned to Glenn, and he stated that they will get attention.

4. MAYOR'S REPORT:

a. Administer Oath of Office to Evett Barham, Ward 3, term ending 5/01/23.

Kim Ritchie administered the Oath of Office to Evett Barham, Ward 3, term ending 5/01/23.

b. Discussion and possible action regarding the Mayor's nomination of Scott Craft for Seat #3 of the Board of Adjustment, term ending 8/31/25.

Motion was made by Shropshire, second by Ketcher to approve the Mayor's nomination of Scott Craft for Seat #3 of the Board of Adjustment, term ending 8/31/25. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Barham, Gonthier, Siever. Voting no: none.

c. Discussion and possible action regarding the Mayor's nomination of Lori Ballew for Seat #5 of the Board of Adjustment, term ending 8/31/25.

Motion was made by Ketcher, second by Chitwood to approve the Mayor's nomination of Lori Ballew for Seat #5 of the Board of Adjustment, term ending 8/31/25. Voting yes: Shropshire, Nance, Smith, Chitwood, Barham, Gonthier, Siever, Ketcher. Voting no: none.

d. Discussion and possible action regarding the Mayor's nomination of Evett Barham to fill the vacant seat on the Budget & Personnel Committee.

Motion was made by Shropshire, second by Nance to approve the Mayor's nomination of Evett Barham to fill the vacant seat on the Budget & Personnel Committee. Voting yes: Nance, Smith, Chitwood, Gonthier, Siever, Ketcher, Shropshire. Abstaining, counting as a no vote: Barham. Voting no: none.

e. Discussion and possible action regarding the Mayor's nomination of Evett Barham to fill the vacant seat on the Personnel Board, term ending 5/02/28.

Motion was made by Nance, second by Shropshire to approve the Mayor's nomination of Evett Barham to fill the vacant seat on the Personnel Board, term ending 5/02/28. Voting yes: Smith, Chitwood, Gonthier, Siever, Ketcher, Shropshire, Nance. Abstaining, counting as a no vote: Barham. Voting no: none.

f. Discussion and possible action regarding the Mayor's nomination of Evett Barham to fill the vacant seat on the Fire & Police Negotiations Committee.

Motion was made by Ketcher, second by Chitwood to approve the Mayor's nomination of Evett Barham to fill the vacant seat on the Fire & Police Negotiations Committee. Voting yes: Chitwood, Gonthier, Siever, Ketcher, Shropshire, Nance, Smith. Abstaining, counting as a no vote: Barham. Voting no: none.

g. Discussion and possible action regarding contributing funds in the amount of $10,000.00 from 05-501-5401, Covid Reimbursement, toward the 20% match of the county-wide Safe Routes to School Grant Project, to be included in a written support letter from Pryor Creek City Council. The grant project is for the purpose of completing the trails project through Pryor Creek and connecting our schools, a project that was started several years ago and is consistent with Pryor Creek portion of our Mayes County Trails Master Plan.

Motion was made by Chitwood, second by Gonthier to approve contributing funds in the amount of $10,000.00 from 05-501-5401, Covid Reimbursement, toward the 20% match of the county-wide Safe Routes to School Grant Project, to be included in a written support letter from Pryor Creek City Council. The grant project is for the purpose of completing the trails project through Pryor Creek and connecting our schools, a project that was started several years ago and is consistent with Pryor Creek portion of our Mayes County Trails Master Plan. Arianna Derr spoke to the project and stated that they will need a support letter from the City before September 15th, 2022, if this is approved. Voting yes: Barham, Gonthier, Siever, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: none.

5. CITY ATTORNEY'S REPORT:

Public Hearing

a. Enter Public Hearing.

Applicant: Candy Hills with Pryor Creek Investments, LLC (PCI) submitted a final plat for The Meadows at Stonegate in the City of Pryor: See attached legals.

Motion was made by Ketcher, second by Gonthier to enter Public Hearing. Voting yes: Gonthier, Siever, Ketcher, Shropshire, Nance, Smith, Chitwood, Barham. Voting no: none.

Katy Purdy, with Gose and Associates, spoke regarding this project and offered to answer any questions.

b. Exit Public Hearing.

Motion was made by Gonthier, second by Ketcher to exit Public Hearing. Voting yes: Siever, Ketcher, Shropshire, Nance, Smith, Chitwood, Barham, Gonthier. Voting no: none.

c. Discussion and possible action to accept the final plat for The Meadows at Stonegate as listed in the attached legal and waive reading for the applicant: Candy Hills with Pryor Creek Investments, LLC (PCI).

Motion was made by Ketcher, second by Shropshire to accept the final plat for The Meadows at Stonegate as listed in the attached legal and waive reading for the applicant: Candy Hills with Pryor Creek Investments, LLC (PCI). Steve Powell stated that the final plat is in full compliance. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Barham, Gonthier, Siever. Voting no: none.

d. Discussion and possible action concerning the July 1st, 2022 – June 30th, 2023 collective bargaining agreement between the City of Pryor Creek, Oklahoma and Pryor Fire, International Association of Firefighters, AFL-CIO/CLC.

Motion was made by Shropshire, second by Ketcher to approve the July 1st, 2022 – June 30th, 2023 collective bargaining agreement between the City of Pryor Creek, Oklahoma and Pryor Fire, International Association of Firefighters, AFL-CIO/CLC. Voting yes: Shropshire, Nance, Smith, Chitwood, Gonthier, Siever, Ketcher. Abstaining, counting as a no vote: Barham. Voting no: none.

e. Discussion and possible action regarding the creation of an ad hoc committee for the purpose of establishing guidelines regarding signs.

Motion was made by Shropshire, second by Nance to approve the creation of an ad hoc committee for the purpose of establishing guidelines regarding signs. Mr. Ritchie spoke regarding the appropriateness of the ad hoc committee and explained that their recommendations will go to the Ordinance and Insurance Committee, to himself for drafting of an ordinance and then to Council for approval. Voting yes: Nance, Smith, Chitwood, Barham, Siever, Ketcher, Shropshire. Voting no: Gonthier.

6. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.

(Items deemed non-controversial and routine in nature to be approved by one motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda.)

a. Approve minutes of the August 2nd, 2022 Council meeting.
b. Approve payroll purchase orders through August 19th, 2022 and September 2nd, 2022.
c. Approve claims for purchase orders through August 16th, 2022.

FUNDS	PURCHASE ORDER NUMBER	TOTALS
GENERAL	2220220420 - 2220220367	248,338.24
STREET & DRAINAGE	2220220368 – 911317B	11,380.06
GOLF COURSE	2220220410 – 911301B	7,987.44
CAPITAL OUTLAY	911293B – 911294B	11,302.15
RECREATION CENTER	2220220320 - 2220220367	21,966.70
PRYOR PUBLIC WORKS AUTHORITY	2220220347	2,400.00
LIBRARY SPECIAL	2220220364	74.65
	TOTAL	303,449.24

	BLANKETS	
911334B	DEMCO	500.00
911335B	AMAZON CAPITAL SERVICES	500.00
911336B	BLACKSTONE PUBLISHING	1,000.00
911337B	WALMART COMMUNITY	1,000.00
911338B	SUNDANCE OFFICE SUPPLY	1,000.00
911339B	CANON	3,500.00
911340B	LAKELAND OFFICE SYSTEMS	700.00
911341B	INGRAM	20,000.00
911342B	WALMART COMMUNITY	500.00
	TOTAL	28,700.00

d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.
e. Approve June 2022 Appropriations Requests.
f. Discussion and possible action regarding closure of Southeast 3rd Street between Rowe and Coo-Y-Yah on Saturday, August 27th, from 8:00 a.m. – 2:00 p.m. for the NEO Veterans Great American Car Ride event in Whitaker Park.
g. Discussion and possible action regarding closing South Adair Street to Southeast 1st Street and Graham Avenue from Adair to Vann on Thursday, September 15th, 2022 from 3:00 p.m. until 9:30 p.m. for the Pryor Main Street Third Thursday Fall Festival.
h. Discussion and possible action regarding closing South Adair Street to Southeast 1st Street on Thursday, October 20th, 2022 from 4:00 p.m. until 10:00 p.m. for the Pryor Main Street Farm to Table event.
i. Discussion and possible action regarding reappointment of Houston Brittain to Seat #7 of the Recreation Board, term ending 8/31/26.
j. Discussion and possible action regarding General Government Budget, Fund #201, for 2022-2023 fiscal year.

k. Discussion and possible action regarding Community Development Budget, Fund #203, for 2022-2023 fiscal year.
l. Discussion and possible action regarding Planning & Zoning Budget, Fund #205, for 2022-2023 fiscal year.
m. Discussion and possible action regarding Managerial Budget, Fund #207, for 2022-2023 fiscal year.
n. Discussion and possible action regarding Clerical/Accounting Budget, Fund #209, for 2022-2023 fiscal year.
o. Discussion and possible action regarding City Attorney Budget, Fund #211, for 2022-2023 fiscal year.
p. Discussion and possible action regarding City Treasurer Budget, Fund #213, for 2022-2023 fiscal year.
q. Discussion and possible action regarding Police Budget, Fund #215, for 2022-2023 fiscal year.
r. Discussion and possible action regarding Animal Shelter Budget, Fund #216, for 2022-2023 fiscal year.
s. Discussion and possible action regarding Fire Department Budget, Fund #217, for 2022-2023 fiscal year.
t. Discussion and possible action regarding Park Budget, Fund #219, for 2022-2023 fiscal year.
u. Discussion and possible action regarding Library Budget, Fund #221, for 2022-2023 fiscal year.
v. Discussion and possible action regarding Cemetery Budget, Fund #223, for 2022-2023 fiscal year.
w. Discussion and possible action regarding CEM (Emergency Management) Budget, Fund #225, for 2022-2023 fiscal year.
x. Discussion and possible action regarding Municipal Court Budget, Fund #231, for 2022-2023 fiscal year.
y. Discussion and possible action regarding adding, "Emergency leave sharing to include sick time," to Chapter 13 Section 8 of the City of Pryor Creek Personnel Policy and Procedure Manual.
z. Discussion and possible action to acknowledge the 2022-2025 strategic plan for the Thomas J. Harrison Pryor Public Library.
aa. Discussion and possible action regarding the 2022 policy revision for the Thomas J. Harrison Pryor Public Library. The Library Board approved these revisions on August 4th, 2022.
bb. Discussion and possible action regarding an expenditure in the amount of $11,086.26 for Makerspace furniture bid from L&M Office Furniture at state contract pricing. $10,155.00 will be taken from State Aid Account #92-925-5233 and $931.26 will be taken from Capital Outlay Account #44-445-5416.
cc. Discussion and possible action regarding an expenditure in the amount of $50,521.97 for furniture bid from L&M Office Furniture at state contract pricing. These items will furnish all areas of the Library expansion except for the Makerspace. Payment will be split between Library donation accounts as follows: $25,521.97 from Copies/Donations Account #92-925-5251; $16,100.00 from Book Sales Account #92-925-5282; $7,600.00 from Memorials Account #92-925-5259; and $1,300.00 from Preservation Account #96-965-5532.
dd. Discussion and possible action regarding an expenditure in the amount of $21,513.24 for shelving bid from L&M Office Furniture. Payment will be split between Capital Outlay and Library donation accounts as follows: $19,068.74 from Capital Outlay Account #44-445-5416; $2,444.50 from Children's Donation Account #96-965-5533. Other bid received from Indeco for $22,657.00.
ee. Discussion and possible action regarding the purchase of four (4) Rock River Arms enhanced patrol rifles, Model #LE2025, for the Pryor Creek Police Department from Rock River Arms, Inc., in the amount of $3,560.00 from Pryor Police Capital Outlay Account #44-445-5424. Other quotes received: Sports World, Inc., $3,700.00 and GT Distributors, Inc. $3,788.24.

Motion was made by Shropshire, second by Chitwood to approve items a – ee, less items a, i, j, k, q, s, z, aa, bb, cc and dd, and amending g to read, "September 22nd". Voting yes: Smith, Chitwood, Gonthier, Siever, Ketcher, Shropshire, Nance. Abstaining, counting as a no vote: Barham. Voting no: none.

a. Approve minutes of the August 2nd, 2022 Council meeting.

Motion was made by Smith, second by Chitwood to approve minutes of the August 2nd, 2022 Council meeting. Voting yes: Chitwood, Gonthier, Siever, Ketcher, Nance, Smith. Abstaining, counting as a no vote: Barham and Shropshire. Voting no: none.

i. Discussion and possible action regarding reappointment of Houston Brittain to Seat #7 of the Recreation Board, term ending 8/31/26.

Motion was made by Chitwood, second by Ketcher to approve reappointment of Houston Brittain to Seat #7 of the Recreation Board, term ending 8/31/26. Voting yes: Barham, Gonthier, Siever, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: none.

j. Discussion and possible action regarding General Government Budget, Fund #201, for 2022-2023 fiscal year.

Motion was made by Chitwood, second by Smith to approve General Government Budget, Fund #201, for 2022-2023 fiscal year. Mayor noted the change in the Unallocated Reserve amount, which brought the 201 fund budget to $977,913.22. Kolker spoke to this change. He also stated that the amounts needed for the property insurance would be adjusted by fund transfers. Kolker reiterated that a budget is a plan, not actual expenditures. Voting yes: Gonthier, Siever, Ketcher, Shropshire, Nance, Smith, Chitwood, Barham. Voting no: none.

Mayor moved to the Addendum.

ADDENDUM
CITY COUNCIL MEETING
TUESDAY, AUGUST 16TH, 2022 AT 6:00 P.M.

a. Discussion and possible action regarding the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Pryor Main Street Program in the amount of $20,000.00, pending approval of the General Government Budget, Fund #201, for 2022-2023 fiscal year.

Motion was made by Chitwood, second by Gonthier to approve the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Pryor Main Street Program in the amount of $20,000.00, pending approval of the General Government Budget, Fund #201, for 2022-2023 fiscal year. Voting yes: Siever, Ketcher, Shropshire, Nance, Smith, Chitwood, Barham, Gonthier. Voting no: none.

b. Discussion and possible action regarding the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Disabled American Veteran's Program in the amount of $1,000.00, pending approval of the General Government Budget, Fund #201, for 2022-2023 fiscal year.

Motion was made by Chitwood, second by Smith to approve the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Disabled American Veteran's Program in the amount of $1,000.00, pending approval of the General Government Budget, Fund #201, for 2022-2023 fiscal year. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Barham, Gonthier, Siever. Voting no: none.

c. Discussion and possible action regarding the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Senior Citizen Nutrition Center in the amount of $5,000.00, pending approval of the General Government Budget, Fund #201, for 2022-2023 fiscal year.

Motion was made by Chitwood, second by Smith to approve the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Senior Citizen Nutrition Center in the amount of $5,000.00, pending approval of the General Government Budget, Fund #201, for 2022-2023 fiscal year. Voting yes: Shropshire, Nance, Smith, Chitwood, Barham, Gonthier, Siever, Ketcher. Voting no: none.

d. Discussion and possible action regarding the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Sertoma Senior Citizen Center in the amount of $22,000.00, pending approval of the General Government Budget, Fund #201, for 2022-2023 fiscal year.

Motion was made by Smith, second by Chitwood to approve the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Sertoma Senior Citizen Center in the amount of $22,000.00, pending approval of the General Government Budget, Fund #201, for 2022-2023 fiscal year. Voting yes: Nance, Smith, Chitwood, Barham, Gonthier, Siever, Ketcher, Shropshire. Voting no: none.

e. Discussion and possible action regarding the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Veteran's Program / American Legion in the amount of $1,000.00, pending approval of the General Government Budget, Fund #201, for 2022-2023 fiscal year.

Motion was made by Smith, second by Chitwood to approve the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Veteran's Program / American Legion in the amount of $1,000.00, pending approval of the General Government Budget, Fund #201, for 2022-2023 fiscal year. Voting yes: Smith, Chitwood, Barham, Gonthier, Siever, Shropshire, Nance. Abstaining, counting as a no vote: Ketcher. Voting no: none.

f. Discussion and possible action regarding the Agreement for Funding and Provision of Services between the City of Pryor Creek and Pelivan Transit (Grand Gateway Economic Development Association) in the amount of $25,000.00, pending approval of the General Government Budget, Fund #201, for 2022-2023 fiscal year.

Motion was made by Chitwood, second by Gonthier to approve the Agreement for Funding and Provision of Services between the City of Pryor Creek and Pelivan Transit (Grand Gateway Economic Development Association) in the amount of $25,000.00, pending approval of the General Government Budget, Fund #201, for 2022-2023 fiscal year. Voting yes: Chitwood, Barham, Gonthier, Siever, Ketcher, Shropshire, Nance, Smith. Voting no: none.

Mayor moved back to regular Agenda, Item 6.k.

k. Discussion and possible action regarding Community Development Budget, Fund #203, for 2022-2023 fiscal year.

Motion was made by Shropshire, second by Chitwood to approve Community Development Budget, Fund #203, for 2022-2023 fiscal year. Voting yes: Barham, Siever, Ketcher, Shropshire, Nance, Smith, Chitwood. Abstaining, counting as a no vote: Gonthier. Voting no: none.

q. Discussion and possible action regarding Police Budget, Fund #215, for 2022-2023 fiscal year.

Motion was made by Chitwood, second by Ketcher to approve Police Budget, Fund #215, for 2022-2023 fiscal year. Voting yes: Gonthier, Siever, Ketcher, Shropshire, Nance, Smith, Chtiwood, Barham. Voting no: none.

s. Discussion and possible action regarding Fire Department Budget, Fund #217, for 2022-2023 fiscal year.

Motion was made by Chitwood, second by Smith to approve Fire Department Budget, Fund #217, for 2022-2023 fiscal year. Voting yes: Siever, Ketcher, Shropshire, Nance, Smith, Chitwood, Barham, Gonthier. Voting no: none.

z. Discussion and possible action to acknowledge the 2022-2025 strategic plan for the Thomas J. Harrison Pryor Public Library.

Motion was made by Chitwood, second by Smith to acknowledge the 2022-2025 strategic plan for the Thomas J. Harrison Pryor Public Library. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Barham, Gonthier, Siever. Voting no: none.

aa. Discussion and possible action regarding the 2022 policy revision for the Thomas J. Harrison Pryor Public Library. The Library Board approved these revisions on August 4th, 2022.

Motion was made by Shropshire, second by Smith to approve the 2022 policy revision for the Thomas J. Harrison Pryor Public Library. The Library Board approved these revisions on August 4th, 2022.

Motion was made by Gonthier to table this item. There was no second. Motion failed.

Voting yes: Shropshire, Nance, Smith, Chitwood, Barham, Siever, Ketcher. Voting no: Gonthier.

bb. Discussion and possible action regarding an expenditure in the amount of $11,086.26 for Makerspace furniture bid from L&M Office Furniture at state contract pricing. $10,155.00 will be taken from State Aid Account #92-925-5233 and $931.26 will be taken from Capital Outlay Account #44-445-5416.

Motion was made by Chitwood, second by Smith to approve an expenditure in the amount of $11,086.26 for Makerspace furniture bid from L&M Office Furniture at state contract pricing. $10,155.00 will be taken from State Aid Account #92-925-5233 and $931.26 will be taken from Capital Outlay Account #44-445-5416. Voting yes: Nance, Smith, Chitwood, Barham, Gonthier, Siever, Ketcher, Shropshire. Voting no: none.

cc. Discussion and possible action regarding an expenditure in the amount of $50,521.97 for furniture bid from L&M Office Furniture at state contract pricing. These items will furnish all areas of the Library expansion except for the Makerspace. Payment will be split between Library donation accounts as follows: $25,521.97 from Copies/Donations Account #92-925-5251; $16,100.00 from Book Sales Account #92-925-5282; $7,600.00 from Memorials Account #92-925-5259; and $1,300.00 from Preservation Account #96-965-5532.

Motion was made by Chitwood, second by Smith to approve an expenditure in the amount of $50,521.97 for furniture bid from L&M Office Furniture at state contract pricing. These items will furnish all areas of the Library expansion except for the Makerspace. Payment will be split between Library donation accounts as follows: $25,521.97 from Copies/Donations Account #92-925-5251; $16,100.00 from Book Sales Account #92-925-5282; $7,600.00 from Memorials Account #92-925-5259; and $1,300.00 from Preservation Account

#96-965-5532. Voting yes: Smith, Chitwood, Barham, Gonthier, Siever, Ketcher, Shropshire, Nance. Voting no: none.

dd. Discussion and possible action regarding an expenditure in the amount of $21,513.24 for shelving bid from L&M Office Furniture. Payment will be split between Capital Outlay and Library donation accounts as follows: $19,068.74 from Capital Outlay Account #44-445-5416; $2,444.50 from Children's Donation Account #96-965-5533. Other bid received from Indeco for $22,657.00.

Motion was made by Chitwood, second by Siever to approve an expenditure in the amount of $21,513.24 for shelving bid from L&M Office Furniture. Payment will be split between Capital Outlay and Library donation accounts as follows: $19,068.74 from Capital Outlay Account #44-445-5416; $2,444.50 from Children's Donation Account #96-965-5533. Other bid received from Indeco for $22,657.00. Voting yes: Chitwood, Barham, Gonthier, Siever, Ketcher, Shropshire, Nance, Smith. Voting no: none.

7. COMMITTEE REPORTS:

a. Budget and Personnel

Budget and Personnel Committee will meet September 13th, 2022.

b. Ordinance and Insurance (Shropshire)

A meeting date has been set, which will follow the ad hoc committee meetings.

c. Street (Smith)

Smith reported that the Street Committee is scheduled to meet next Tuesday.

8. UNFORESEEABLE BUSINESS.

(ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

Steve Powell commended all the departments that took part in the management of the major water leak that occurred on North Mill. He stated that everyone did excellent work in handling the issue.

9. ADJOURN.

Motion was made by Ketcher, second by Chitwood to adjourn. Voting yes: Barham, Gonthier, Siever, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 7:58 p.m.

2. APPROVE MINUTES OF AUGUST 2ND, 2022 MEETING.

Motion was made by Smith, second by Chitwood to approve minutes of August 2nd, 2022 meeting. Voting yes: Gonthier, Siever, Ketcher, Nance, Smith, Chitwood. Abstaining, counting as a no vote: Shropshire and Barham. Voting no: none.

3. UNFORESEEABLE BUSINESS.

(ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

There was no unforeseeable business.

4. ADJOURN.

Motion was made by Ketcher, second by Chitwood to adjourn. Voting yes: Siever, Ketcher, Shropshire, Nance, Smith, Chitwood, Barham, Gonthier. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN LARRY LEES

_____

MINUTES WRITTEN BY DEPUTY CLERK DARLA COATS

_____

Oklahoma Department of Emergency Management and Homeland Security

PREPAREDNESS
RESPONSE
RECOVERY
MITIGATION

August 1, 2022

Jurisdiction: **City of Pryor Creek**

Subject: FY 2022 EMPG Notice of Intent Approval

The Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) would like to thank you for your interest in the Fiscal Year 2022 Emergency Management Performance Grant (EMPG).

Your Notice of Interest (NOI) for FY22 EMPG has been approved. **$10,000** will be obligated to **the City of Pryor Creek,** Oklahoma designated as the "Subrecipient" within official documents, pending the completion of the attached application. Once your application is completed and approved, an award letter will be issued by the ODEMHS Director.

The initial application must be submitted by August 31st, 2022, to be eligible for the award. The application must be finalized by September 30th, 2022, to be awarded. Time extensions may be granted with a written request.

Should you have questions, comments, or concerns, please contact the EMPG team at empg@oem.ok.gov or call 405-521-2481 and ask for the EMPG team.

Thank you,

Brianna Thomas

Brianna Thomas
Deputy Chief Financial Officer/Federal Fiscal Programs Director

Oklahoma Department of Emergency Management and Homeland Security
P.O. Box 53365, Oklahoma City, OK 73152 | 2401 N. Lincoln Blvd, Oklahoma City, OK 73105
(405) 521-2481 | Fax (405) 521-4053 | www.oem.ok.gov

Table of Contents

Program Description i
Program Agreement 1
Article 1. Purpose 1
Article 2. Eligibility Criteria 1
Article 3: Scope of Work 2
Article 4. Authorized Representatives 6
Article 5. Funding Guidelines 7
Article 6. Subgrant Administration Requirements 9
Article 7. Payment Terms 9
Article 8. Overmatch Funds 10
Article 9. Time of Completion 10
Article 10. General Provisions 11
Article 11. Amendments 11
Article 12. Waiver of Scope of Work Line Items 11
Article 13. Award Reduction or De - Obligation 11
Article 14. Suspension of Subgrant / Debarment from Future Awards 11
Article 15. Duration and Closeout 12
Article 16. Audit Clause 12
Article 17. Non – Collusion 12
Appendix A. Federal Agreement Articles A1
Appendix B. Program Changes B1
Appendix C. Required Application Documents C1
State of Oklahoma Designation of Subrecipient Agent Pg1
Delegation of Authority Pg2
Emergency Support Function Annex Pg3
All Hazard, Whole Community Planning Group Member's List Pg5
State of Oklahoma EMPG Training Checklist Pg6
EMI Independent Study Program Transcript Request Form Pg7
Subgrant Funding Worksheet Pg8
Proposed Preparedness Activities Pg9
Summary Sheet for Assurances and Certifications Pg10
Assurances: Non – Construction Programs Pg11
Assurances: Construction Programs Pg13
Certifications regarding Lobbuing; Debarment, Suspension, and Other Responsibility Matters; and Drug – Free Workplace Requirements Pg15
Disclosure for Lobbying Activities Pg17
Elected Officials / City Manager / Tribal Officials Signature Page Pg18

Emergency Management Performance Grant Program
OK FY22 EMPG Subgrant

Program Description

Issued By

Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) / Grants Management Division (GMD)

CFDA / Assistance Listings Number

97.042

Program Title

Emergency Management Performance Grant (EMPG) Program

Funding Opportunity Title

ODEMHS Fiscal Year 2022 Emergency Management Performance Program – Subgrant

Project Title

LPP - EMPG FY 2022: **City of Pryor Creek**

Authorizing Authorities for Program

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. § 5121 et. Seq. (the Stafford Act)
- Post-Katrina Emergency Management Reform Act of 2006, as amended, 6U.S.C. § 762
- FEMA Preparedness Grants Manual, Version 3
- DHS NOFO Fiscal Year 2022 EMPG Program
- Title 2, Code of Federal Regulations (CFR)
- U.S. Department of Homeland Security Presidential Directive 5 (HSPD-5)
- 2022 - 2026 FEMA Strategic Plan
- Oklahoma Emergency Management Act 2003, 63 O.S. 683. 1 et. Seq.
- Oklahoma Statutes Title 63 - 683

Announcement Type

Agreement and Application

Program Category

Preparedness: Emergency Management

Period of Performance

October 1, 2022 – September 30, 2023

Oklahoma FY22 Emergency Management Performance Subgrant

Program Agreement

The agreement is entered into by and between The State of Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), further referred to as the "Recipient", and **City of Pryor Creek** , Oklahoma, further referred to as the "Subrecipient". The Recipient shall pay the Subrecipient for required works performed under the Fiscal Year 2022 Oklahoma EMPG application and this contractual agreement the sum of **$ 10,000.00** dollars in **agreement with the following terms and conditions**:

Article 1. Purpose

The purpose of this agreement is to provide a 50/50 Subgrant with a portion of the funds awarded to the State of Oklahoma under the Federal Emergency Management Agency (FEMA)'s Emergency Management Performance Grant (EMPG) Program. The EMPG program encourages the development of a comprehensive emergency preparedness system for all hazards for the State and local governments, as defined by the *FEMA Fiscal Year 2022 EMPG Notice of Funding Opportunity (NOFO)*.

Article 2. Eligibility Criteria

To be eligible for an Emergency Management Performance Grant (EMPG) Subgrant, a local Subrecipient must meet the following eligibility requirements:

1. The Subrecipient must have a current existing Emergency Management Program. Refer to **Article 3: Scope of Work** for additional information on this requirement.
2. The Subrecipient must have a paid Emergency Management Director, either full or part time, who works at least 20 hours a week, and is employed as defined under Oklahoma State Statute, Title 63-683.11 to 13, Emergency Management Compact and the Fair Labor Standards Act.
3. The Emergency Management Program budget must exceed the EMPG dollar amount and cover the entire cost of the Subrecipient's emergency management office, independent of any subgrant monies. The EMPG is based on a 50/50 match (50% local and 50% federal).
    a. A certified copy of the Emergency Management Budget for the Subrecipient must be included with the application.
        i. **Please note**: the Subrecipient cannot replace the Emergency Management Program's budget with EMPG funds. The EMPG funds are supplemental funds for improving and/or increasing the Subrecipient's Emergency Management Program only and cannot be used to supplant existing funds.
4. Grant funds and/or grant matching funds may not be used for costs to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities. **Refer to Article 5: Funding Guidelines – Unauthorized Expenditures.**
5. A facility or location must be designated as the Subrecipient's Emergency Operations

Center (EOC) with the capacity to coordinate response efforts and resource capabilities in the event of an incident

6. The Subrecipient must submit a list of their Jurisdictional All – Hazard, Whole Community Planning Group Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher – Education representatives, business partners, as well as any other persons the Local Planning Group deems necessary to promote the "whole community" concept of planning. The Planning Group list will include name, position, email, and phone number.
7. Maintain a 24-hour point of contact who will promptly report to the State Emergency Operations Center (SEOC) Duty Officer at **1-800-800-2481**, all significant impacting events happening within the jurisdiction, per *State Statute, Title 63-683.11. E.*
8. Maintain a current Emergency Operations Plan (EOP) to be updated and / or reviewed annually, per *State Statute, Title 63-683.11. D.*
9. The applying jurisdiction must be National Incident Management System (NIMS) Compliant and maintain compliance throughout the Period of Performance. To ensure this requirement is fulfilled, the Subrecipient must successfully complete the NIMS Compliance Survey through the Oklahoma Office of Homeland Security and provide their NIMS Compliance Certificate upon submitting the grant application

Article 3: Scope of Work

Advancing the Whole Community approach reinforces the concept that it is the community's responsibility to take necessary and appropriate actions to protect people and property from the consequences of local emergencies and disasters. Communities are challenged to develop collective local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains and improves the community's overall well-being. Achieving this collective capability calls for innovative approaches in a community-wide effort. The efforts of the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) are to assist and support a local Subrecipient's Emergency Management Program with the capabilities to mitigate against, prevent, protect against, respond to, and recover from both natural and man-made disasters. This includes enhancing the local Subrecipient's Emergency Management Program's existing practices, programs, institutions, and organizations.

The following eleven (11) activities are the minimum requirements that shall be completed by the Subrecipient. All deliverables will be submitted to ODEMHS via the OK EMGrants platform.

Planning and Preparedness

1. *Quarterly All-Hazard, Whole Community Planning Group Meetings*

An All-Hazard, Whole Community Planning Group within your jurisdiction will be formed or continued, consisting of all Community Lifeline / Annexes and / or Emergency Support Function (ESF) representatives, Tribal representatives, Higher Education representatives, and business partners, as well as any other persons the Planning Group deems necessary to promote the "whole community" concept of planning. Meetings must be conducted quarterly at a minimum.

Note: In the case meetings are not permitted in person due to an unforeseen circumstance,

online meetings are allowed and encouraged.

Note: Regional Emergency Management Meetings do not fulfill this requirement.

Measurement Methods / Required Documentation:

a. A meeting invitation letter for each meeting to include a mailing list (can be an email copy)

b. An agenda

c. Dated sign-in sheets for each quarterly meeting.

d. Minutes for each quarterly meeting. EOP planning should be reflected within these minutes.

2. *Emergency Operations Plan*

The Subrecipient must have an Emergency Operations Plan (EOP) to participate in the EMPG program. The All-Hazard, Whole Community Planning Group will be directly involved in the quarterly planning and updates of the Subrecipient's EOP. The EOP will be updated in accordance with the Comprehensive Preparedness Guide (CPG) 101 Version 2.0 (2010) and by the State Statute (see **Article 2.8 Eligibility Criteria**).

Note: Approval pages signed outside of the grant cycle will not be accepted.

Measurement Methods / Required Documentation:

a. Quarterly updates utilizing the CPG 101, Version 2.0 Plan Analysis Tool

b. An EOP approval page signed annually by each of the Annexes or ESF representatives and the Subrecipient's highest elected (officials) by the 4th quarter report and no later than October 10, 2023. A form has been provided for this requirement.

3. *List of Current and Ongoing Whole Community Preparedness Projects / Activities*

A list of new and / or ongoing Whole Community Preparedness activities, projects, and events should be completed quarterly. These can include Whole Community preparedness projects, local preparedness events, schools, and / or civic group presentations, preparedness fairs, etc. Remember to include all Emergency Response Agencies / Organizations' preparedness efforts in the reports, including those of the Annexes or ESF representatives within the All-Hazard, Whole Community Planning Group.

Note: A summary of activities/events/projects will be utilized to fulfill this requirement. Screenshots, pictures, newspaper clippings, etc. will be considered "additional narrative" and **will not fulfill the requirement on their own**.

Measurement Methods / Required Documentation:

a. Submit a summary of your anticipated Emergency Management / Whole Community Preparedness activities for the current grant year with the application

b. On a quarterly basis, submit progress reports / summaries for preparedness activities within your jurisdiction. Examples of appropriate

preparedness projects include, but are not limited to, outreach at the Subrecipient's events and some social media presence.

4. *Attendance of the Regional (Strategic) Planning Workshop*

The ODEMHS Planning Division, in conjunction with local Emergency Managers within the region, will host a Regional (Strategic) Planning Meeting. The Emergency Management Director or designee must attend their Region's Workshop in its entirety.

Note: This requirement may be waived by the ODEMHS Agency Director and / or Deputy Director due to certain circumstances such as a disaster. The decision will be announced to Subrecipients prior to the event.

Measurement Methods / Required Documentation:

a. A copy of the Region's Attendance Certificate and / or other appropriate document, such as the agenda, hotel receipt, and sign – in sheets for all days, shall be submitted to OK EMGrants by the 4th quarter report and no later than October 10, 2023.

Training and Exercises

5. *Current List of Training and Exercises*

The current Training and Exercise plans will be a topic of discussion of the All-Hazard, Whole Community Planning Group.

Measurement Methods / Required Documentation:

a. A list of the training produced by all Annex or ESF agencies for the completed quarter will be submitted to OK EMGrants for each quarterly report.

b. A list of the exercises produced by all Annex or ESF agencies for the completed quarter will be submitted to OK EMGrants for each quarterly report.

6. *EMPG Required Training*

All paid emergency management staff working for the Subrecipient are required to complete eleven (11) FEMA courses within one (1) year of their hire date. This includes all courses listed in Group 1, and either all the courses in Group 2 (Independent Study Online- Personal Development Series) **or** all the courses in Group 3 (Basic Academy). Please see the table below regarding these required courses.

Measurement Methods / Required Documentation:

a. Submit either FEMA Transcript and / or FEMA Course Certificates proving the completion of course work for all paid emergency management staff must be turned in with the application, except for personnel that have not reached their one (1) year anniversary as a paid employee.

b. The new staff members will have until the end of the grant cycle following their work anniversary to submit their training documentations.

c. Unless otherwise stated, only the listed versions or newer of the courses below are accepted. Any other version, aside from Group 1, will fulfill this requirement.

Group 1	
• IS – 100 (any version) • IS – 200 (any version)	• IS – 700 (any version) • IS – 800 (any version

Group 2		Group 3
• IS – 120 version a, b, or c • IS – 230 version d or e • IS – 235 version b or c • IS – 240.b • IS – 241.b • IS – 242.b • IS-244.b	Or	• IS – 230 version d or e • E / L 101 • E/L 102 • E/L 103 • E/L 104 or 146 • E/L 105

7. *Oklahoma Optional Training*

All paid emergency management staff are highly encouraged to complete the three (3) following courses: ICS – 300 Intermediate ICS for Expanding Incidents, ICS – 400 Advanced Command and General Staff-Complex Incidents, and G – 191 ICS EOC Interface within the grant's period of performance. For Fiscal Year 2022, this is an optional requirement, however, may become a requirement in future subgrants.

8. *Two (2) Exercises of Any Type*

The Subrecipient must conduct two (2) exercises of any type annually within their jurisdiction. The exercises should be based on local – approved plans, including but not limited to the Emergency Operations Plan (EOP), Hazard Mitigation Plan, Recovery / Maintenance Plans, etc. The types of exercises are Seminars, Workshops, Tabletops, Games, Drills, Functional, and Full – Scale, and they can be conducted as stand – alone events or in conjunction with an event such as the local planning meeting. All exercises must comply with the Homeland Security Exercise and Evaluation Program (HSEEP) requirements and format.

Note: ODEMHS and/or regionally hosted exercises, such as WebEOC Drills and Regional Coordination, will not fulfill this requirement. These exercises must exercise the Subrecipient's jurisdictional Emergency Operations Plan.

Measurement Methods / Required Documentation:

a. A copy of the Subrecipient After Action Report and Improvement Plan (AAR / IP) for each exercise must be submitted to OK EMGrants by the 4th quarter report and no later than October 10, 2023.

9. Quarterly Regional Communication Drill/Exercise Participation

The Emergency Management Director or designee must participate quarterly in their region's Communications Drill/Exercise through radio communication, phone call, and / or creating a Planned Event entry into the Oklahoma Emergency Management WebEOC Portal.

Note: Participation in Communications Drills/Exercises for regions that the subrecipient does not belong to is highly encouraged but will not count towards their EMPG requirement.

Measurement Methods / Required Documentation:

a. Copy of the event ICS 205 Form

b. A copy of the Regional After-Action Report and Improvement Plan (AAR / IP) for each exercise must be submitted to OK EMGrants by the 4th quarter report and no later than October 10, 2023.

Additional Requirements

10. Event Reporting

Pursuant to Oklahoma Statute Title 63-683.11. E 63, all impacting significant events within the Subrecipient's jurisdiction resulting in a threat to life, safety, or public health, and adverse impact on the local economy, or stress placed on local resources, any mutual aid request outside of the county, and / or regional resources must be reported to the and / or regional resources must be reported to the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS). In addition, any event that your local jurisdiction would sign a disaster / emergency proclamation and request the State for Federal declaration assistance must also be reported to qualify for potential disaster assistance.

Measurement Methods / Required Documentation:

a. Create and maintain updates via WebEOC Local Boards and / or through contacting the State Emergency Operations Center (SEOC) Duty Officer (See **Article 2.7: Eligibility Criteria**).

Article 4. Authorized Representatives

The Agency Director of the Oklahoma Department of Emergency Management and Homeland Security and the Subrecipient's Director of Emergency Management shall be the authorized representatives to complete work and negotiate changes to this agreement. On a form provided by ODEMHS, the Subrecipient will identify a Director of Emergency Management, an alternate point-of-contact (such as a deputy director), and the Subrecipient's official mailing address. The Director of Emergency Management for the Subrecipient will serve as the official point-of-contact (POC), responsible for reporting on, or responding to inquiries regarding the five (5) phases of emergency management (mitigation, prevention, protection (both formerly combined into preparedness), response, and recovery) to include incident reporting (see **Article 3.10: Scope of Work – Event Reporting**).

Article 5. Funding Guidelines

EMPG Subgrant funds can only be used for the purposes set forth in this contract. All EMPG Subgrant fund expenditures must be accounted for and follow this funding guidance. Grant funds may not be used for matching funds for Federal grants, cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings. Additionally, EMPG Subgrant funds may not be used to sue the Federal government or any other government entity. It is the Recipient's intent to supplement (NOT supplant) city, county, and tribal Emergency Management program funds. This can only be achieved by the commitment and compliance of EMPG Subrecipients.

Authorized Expenditures:

Operations

FY22 EMPG Subgrant funds may be used for all hazards local Emergency Management operations activities that may include, but are not limited to:

a. Staffing including salary and personnel costs

b. Compensatory time off

c. Overtime

d. Day-to-day activities in support of Emergency Management

e. Associated fringe benefits

Planning

FY22 EMPG Subgrant funds may be used for a range of Emergency Management planning activities that may include, but are not limited to:

a. Community based planning to advance the Whole Community, Security and Emergency Management concept.

b. Maintaining a current Hazard Mitigation plan inclusive of a Threat Hazard Identification and Risk Assessment (THIRA).

c. Maintaining current Emergency Operations procedures that conform to the guidelines outlined in CPG 101 v.2.

d. Developing and/or enhancing comprehensive Emergency Management plans.

Training

FY22 EMPG Subgrant funds may be used for a range of Emergency Management related training activities for the purposes of enhancing local Emergency Management's personnel capabilities.

Training related expenses may include, but are not limited to:

a. Training development, delivery, and/or evaluation

b. Overtime

c. Travel, lodging and registration

d. Hiring of full or part-time staff, contractors, or consultants

e. Certification or recertification of Instructors

Exercise

FY22 EMPG Subgrant funds may be used for a range of Emergency Management related exercise activities for the purposes of testing and improving local Subrecipient's Emergency Management Operations plans. Qualifying exercises are those conducted within the Subrecipient's jurisdictional boundaries.

Exercise related expenses may include, but are not limited to:

a. Exercise conduct, design, development, and evaluation
b. Hiring full or part-time staff, contractors, or consultants
c. Travel, lodging, and registration
d. Supplies

Equipment

In accordance with 2 CFR 200.310, 200.313, and 200.316 allowable equipment categories for the EMPG FY22 program are listed on the web-based version of the Authorized Equipment List (AEL). Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA adopted standards to be eligible for purchase using these funds. Additionally, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. All requests to purchase Small Unmanned Aircraft Systems (SUAS) require pre - approval and must comply with Information Bulletin (IB) 426.

Unauthorized Expenditures:

a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles). The only vehicle costs that are reimbursable are fuel and/or mileage.
b. Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g., electronic messaging signs).
c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.
d. Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, vehicles, or weapons systems of any kind with weapons installed.
e. Costs associated with hiring, supplanting, equipping, training, etc. of sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
f. Activities unrelated to the completion and implementation of the EMPG.
g. Other items not in accordance with the authorized expenses listed above.

Article 6. Subgrant Administration Requirements

1. Any tasking the Oklahoma Department of Emergency Management and Homeland Security receives from the U.S. Department of Homeland Security, FEMA or any other federal agency that is Emergency Management related and requires the assistance of the Subrecipient shall also be considered as part of the required tasking elements under the EMPG Subgrant.
2. If the Subrecipient receives $750,000 or more in Federal funds in Subrecipients EMPG FY22, they are responsible for compliance with the provisions of 2 CFR 200.501. The Subrecipient shall submit a copy of their audit letter signed by the auditor to the Oklahoma Department of Emergency Management and Homeland Security and/or uploaded into the Federal Audit Clearinghouse.
3. The FY22 EMPG Subgrant is a performance-based grant. To ensure EMPG requirements compliance, each Subrecipients performance shall be monitored. The Subrecipient must have an active Community Profile project and should be visited a minimum of four (4) times each year by a Regional Coordinator or other representative of ODEMHS. The field visits shall be conducted at a mutually agreed date, time, and location during each quarter.
4. Within ten (10) days following the end of each quarter the EMPG Subrecipient will submit via OK EMGrants a progress report to Oklahoma Department of Emergency Management and Homeland Security. Submitted documentation shall be maintained by the Subrecipient and ODEMHS for a minimum of three (3) years and shall be compliant with 2 CFR 200.333. In the event the receipt of the progress report is 30 or more days delinquent, it may result in notification of the Chief Elected Official. If the reporting for two (2) quarters is simultaneously delinquent or incomplete, it can result in Award Reduction or administrative close – out of the grant.

Quarter	Start Date	End Dates	Due Date
1st Quarter	**October 1, 2022**	**December 31, 2022**	**January 10, 2023**
2nd Quarter	**January 1, 2023**	**March 31, 2023**	**April 10, 2023**
3rd Quarter	**April 1, 2023**	**June 30, 2023**	**July 10, 2023**
4th Quarter	**July 1, 2023**	**September 30, 2023**	**October 10, 2023**

Article 7. Payment Terms

All payments will be contingent upon the Subrecipient's payment requests and supporting documentation of the Oklahoma Department of Emergency Management and Homeland Security review of required tasks. Should the Subrecipient meet the EMPG Subgrant performance requirements, the following shall occur:

1. Payment in the amount of 25% of the awarded FY22 EMPG Subgrant will be made by the Oklahoma Department of Emergency Management and Homeland Security for the First Quarter, after January 10, 2023. This is contingent upon receipt of the fully executed agreement and request for reimbursement from the Subrecipient. Documentation of the

first quarter's tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until the terms of the agreement have been met and affirmed by ODEMHS.

2. Payment in the amount of 25% of the awarded FY22 EMPG Subgrant will be made for the Second Quarter after April 10, 2023. This is contingent upon receipt of request for reimbursement from the Subrecipient. Documentation of the second quarter's tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until terms of the agreement have been met and affirmed by ODEMHS.
3. Payment in the amount of 25% of the awarded FY22 EMPG Subgrant will be made for the Third Quarter after July 10, 2023. This is contingent upon receipt of request for reimbursement from the Subrecipient. Documentation of the third quarter's tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until terms of the agreement have been met and affirmed by ODEMHS.
4. Final payment in the amount of 25% of the awarded FY22 EMPG Subgrant will be made for the fourth quarter after October 10, 2023. This is contingent upon receipt of request for reimbursement from the Subrecipient. Documentation of the fourth quarter's tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until terms of the agreement have been met and affirmed ODEMHS.

Any payment requests received on or prior to the 10th day of any month will be processed the same month. Any payment requests submitted after the 10th day of any month will be processed the same month or the following month.

Article 8. Overmatch Funds

The Subrecipient will provide quarterly payroll and fringe benefit reports with each request for reimbursement. Salary and fringe benefits amounts will be used to meet Subrecipients' 50/50 match requirements. The Subrecipient agrees that ODEMHS may use the documented salary and fringe benefits more than its match / Overmatch to meet its own match requirements. The Subrecipient may request to retain a portion of its Overmatch by written request and written approval by ODEMHS. The Subrecipient agrees to follow Code of Federal Regulations (2 CFR) and the FEMA Fiscal Year 2022 Emergency Management Preparedness Grant (EMPG) Notice of Funding Opportunity (NOFO) guidelines. The jurisdiction further agrees that overmatch funds provided to ODEMHS cannot be used to match any other Federal Funds.

Article 9. Time of Completion

The Subrecipient shall complete all work from October 1, 2022, through September 30, 2023. A time extension may be approved through a written request and approval from the ODEMHS Grants Management Division.

Article 10. General Provisions

1. All work shall be completed in a professional manner and in compliance with all applicable laws.
2. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
3. The Subrecipient warrants that it is adequately insured for injury to its employees and others incurring loss or injury due to the acts of the Subrecipients or its employees or agents.
4. The Subrecipient agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma and are not authorized to obligate the State of Oklahoma, its employees, or agents.
5. The Standard Assurances for Federal Funds submitted by the Subrecipient, as part of their application package, are hereby referenced and incorporated into this agreement.

Article 11. Amendments

Any alterations or deviations to this agreement shall be executed only upon written agreement of both parties, and if there is a change to the agreement awarded for such alteration or deviation, it shall be noted.

Article 12. Waiver of Scope of Work Line Items

One (1) waiver relieving the Subrecipient from having to complete a basic scope of work line item (**Article 3 Scope of Work**) may be requested to the Grants Management Division and may be subject to approval by the ODEMHS Agency Director and / or the Grants Management Division Team.

Article 13. Award Reduction or De - Obligation

If the Subrecipient fails to complete or adhere to the financial or performance based Subgrant requirements, the award amount is subject to a reduction or full de-obligation. This includes the lack of funding match, incomplete quarterly reports, and/or consistently late submissions of required documentations.

Article 14. Suspension of Subgrant / Debarment from Future Awards

If the Subrecipient fails to complete the agreed scope of work, they may be barred from participation in the Subgrant program for the following Federal Fiscal Year. Subrecipient will maintain active status in SAM.gov.

Article 15. Duration and Closeout

This agreement shall be in full force and effective on October 1, 2022, for both parties and terminate on September 30, 2023. Either party may cancel this agreement by providing 15 days' notice in writing to the other party. ODEMHS may at its discretion extend the term of the closeout of this agreement. If approved, extensions are typically approved for no more than a 30-day period.

Article 16. Audit Clause

In accepting this agreement, the Subrecipient agrees to this audit clause which provides that books, records, documents, accounting procedures, practices, or any other items of the Subrecipient relevant to the agreement are subject to examination by the Federal Emergency Management Agency, the Oklahoma Department of Emergency Management and Homeland Security, the State of Oklahoma and the State Auditor and Inspector.

Article 17. Non – Collusion

In accepting this agreement, the Subrecipient acknowledges that they have not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.

Oklahoma FY22 Emergency Management Performance Subgrant

Appendix A. Federal Agreement Articles

Article I - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article II - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article III - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article IV - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article V - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article VI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article IX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article X - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government

Article XI - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XIII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIV - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination based on national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access- people-limited and additional resources on http://www.lep.gov.

Article XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XIX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XX - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article XXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXIII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXIV - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXV - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXVI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXIX - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXX - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination based on age in any program or activity receiving federal financial assistance.

Article XXXII - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XXXIII - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXXIV - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XXXV - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXVI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, based on sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines

issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXVIII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXIX - Use of DHS Seal, Logo, and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XL - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Oklahoma FY22 Emergency Management Performance Subgrant

Appendix B. Program Changes

Preparedness and Planning

The **Communication Initiative has been Removed.** This requirement has been replaced by the Quarterly Regional Communication Drill/Exercise Participation (see in the Training and Exercise section below).

Participants are expected to attend at least two (2) **Regional Emergency Management/ Preparedness Meetings** for their designated region aside from their Annual Workshop. An Agenda and Sign In Sheets are required; Minutes are optional.

Training and Exercise

Clarification on Exercises: Exercises should be jurisdiction – focused projects. Exercises such as the ODEMHS WebEOC drill, evaluating another jurisdiction's exercise, or similar exercises that do not focus on the jurisdictional gap/needs/plans will not be accepted for this requirement.

Homeland Security Exercise and Evaluation Program, also known as HSEEP, has long been a requirement for EMPG, however we will be more rigorous with this requirement starting with FY22 EMPG. If additional information is needed for the Subrecipient, they will need to contact their Regional Coordinator for assistance.

Regional Communication Drill / Exercise Participation is required at least once quarterly. These will be counted in their own category since the "Two Exercise of Any Type" requirement does not permit them. This replaces the Communications Initiative requirement of 2021.

Additional Requirements

Formerly known as Article 4, **Event Reporting** was placed into the Scope of Work for EMPG 21 to ensure and encourage integration between local jurisdictions and the State Emergency Operations Center (SEOC). The lack of reporting or maintaining communication with the State can cause potential strain with regional capacity for a large scale or high-risk event. To minimize the strain, alerting the Watch Officer and / or Regional Coordinator on potentially hazardous event early on will allow for more time for assistance to be determined. In addition, the lack of event reporting can decrease the chance of getting assistance for recovery following a disaster due to the lack of information and awareness regarding the jurisdiction's situation.

Application Documentation

The **Delegation of Authority** form is an optional document that permits the Subrecipient's Highest Elected /Tribal Official(s) to delegate the quarterly Request for Payment activity to the Subrecipient's Emergency Management Director. This would include signing the form to get paid.

A **Proposed Preparedness Activities** form has been created to help form a list of activities, projects, training, and exercises to be completed and submitted with the application. This list is a proposal list and items are permitted to change throughout the period of performance. A summary and/or calendar of the activities can also suffice in lieu of this form.

Oklahoma FY22 Emergency Management Performance Subgrant

Appendix C. Required Application Documents

Listed below are the documents required for the successful completion of the FY 2022 EMPG application. All applications and documents are to be uploaded into OK EMGrants.

To register or to obtain access to OK EMGrants, please navigate to https://ok.emgrants.com/.

1. State of Oklahoma Designation of Subrecipient Agent
2. Delegation of Authority for request for payment (Optional)
3. All - Hazard, Whole Community Planning Group Member's List
4. Summary of your jurisdictions' anticipated Emergency Management whole community preparedness activities for the current grant year.
5. EMPG Training Checklist for all paid emergency management personnel listed on the Subgrant Funding Worksheet
6. EMI Independent Study Program Transcript Request Form (Optional)
7. Subgrant Funding Worksheet
8. Assurances and Certifications
    a. Summary Sheet for Assurances and Certifications
    b. Assurances: Non – Construction Programs*
    c. Assurances: Construction Programs
    d. Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; and Drug-Free Workplace Requirements
    e. Disclosure of Lobbying Activities (SF – LLL) (If Applicable)
9. Elected Official, City Manager, Tribal Officials Signature Page

Please provide the following documents.

1. FEMA transcript(s) and/or FEMA Course certificates for all paid emergency management staff employed for the jurisdiction for excess of one (1) year.
2. Certified Subrecipient's Official Emergency Management Program Budget
3. Subrecipient's NIMS Compliance Certificate

Oklahoma FY22 Emergency Management Performance
Subgrant

State of Oklahoma Designation of Subrecipient Agent

Subrecipient Information			
Name of Subrecipient:	City of Pryor Creek		
Physical Address:	12 N Rowe St Pryor, Ok 74361		
Mailing Address (if different from above):			
Employer's Identification (EIN):	73-6005386	FIPS#:	
Duns #:	08-594-7356		

Subrecipient Emergency Management Director (Primary Contact)					
Name:	Johnny Janzen	Agency:	Emergency Management		
Physical Address:	12 N Rowe St. Pryor, Ok 74361				
Office #:	918-825-4650	Cell#:	918-530-6114	Email:	janzenj@pryorok.org

Subrecipient Emergency Management Alternate (Secondary Contact)					
Name:	Mike Dunham	Agency:	Emergency Management		
Physical Address:	12 N Rowe St Pryor, Ok 74361				
Office #:	918-825-4650	Cell#:	918-824-5706	Email:	Mayescountyem2@gmail.com

Certification					
The above Primary and Secondary contacts are hereby authorized as the Subrecipient's point of contact (POC) for the purpose of reporting disaster and emergencies and the extent associated with them to Oklahoma Department Emergency Management and Homeland Security (ODEMHS). The above designated point of contacts is further authorized to take such action, prepare required documentation, and attend meetings (i.e.., applicant briefing or kick off meetings) as may be required on behalf of the Subrecipient.					
Governing Body:					
Certifying Official:					
Title:	8/22/2022				
Office #	918-825-0888	Cell#	918-633-9288	Email:	leesl@pryorcreek.org

Oklahoma FY22 Emergency Management Performance
Subgrant

Delegation of Authority

(Optional)

By means of this document, I, Larry Lees, hereafter known as "the Delegating Official," delegate the authority herein described to Johnny Janzen, hereafter known as "the Delegate," on the following terms and conditions:

1. The Delegate may request reimbursement(s) under the Emergency Management Performance Grant contractual agreement for an amount not to exceed the award amount within the period of performance.

2. This delegation remains effective for the duration of the FY 2022 Emergency Management Performance Grant unless revoked in writing by the Delegating Official.

3. The authority delegated is not subject to sub-delegation without the prior and express written consent of the Delegating Official.

Signature, Delegating Official	**Signature, Delegate**
Larry Lees, Mayor	Johnny Janzen, Emergency Management Director
Name and Title	**Name and Title**
08/22/2022	08/22/2022
Date	**Date**

Notary

Oklahoma FY22 Emergency Management Performance Subgrant

Emergency Support Function Annex

Essential Support Function	Scope
ESF#1: Transportation	• Transportation Safety • Restoration/recovery of transportation infrastructure • People, equipment, and commodities movement
ESF#2: Communications	• Coordination with telecommunications and information technology • Restoration and repair of telecommunications infrastructure • Protection, restoration, and sustainment of cyber and information technology resources • Oversight of communications within the incident management and response structures
ESF#3: Public Works &/or Road Foreman	• Infrastructure protection and emergency repair • Infrastructure restoration • Engineering services and construction management
ESF #4: Firefighting	• Coordination of firefighting activities • Support to wildland, rural, and urban firefighting ops
ESF#5: Emergency Management	• Coordination of preparedness, EOC response, recovery, and mitigation operations • Resource and human capital • Incident action planning • Financial management • Damage and Impact Assessment
ESF#6: Mass Care	• Mass care Emergency assistance • Disaster housing • Human services
ESF#7: Logistics Management & Resource Support	• Comprehensive incident logistics planning, management, sustainment capability • Resource Support (facility space, office equipment and Supplies, contracting services, etc.)
ESF#8: Public Health & Medical Services	• Public health / Medical • Mental health services • Mass fatality management

Essential Support Function	Scope
ESF#9: Search & Rescue	• Life-saving assistance • Search and rescue operations
ESF#10: Oil & Hazardous Materials Response (Private Partners)	• Oil and hazardous materials (chemical, biological, radiological, etc.) • Environmental short – long-term cleanup
ESF#11: Agriculture & Natural Resources	• Animal and plant disease and pest response • Food safety and security • Natural and cultural resources and historic properties protection and restoration Safety and well-being of household pets
ESF#12: Utilities	• Energy infrastructure assessment, repair, and restoration • Energy industry utilities coordination
ESF#13: Public Safety (Local Sheriff or Police Department)	• Facility and resource security • Security planning and technical resource assistance • Public safety and security support • Support to access, traffic, and crowd control
ESF#14: Long – Term Community Recovery (Local VOAD)	• Social and economic community impact assessment • Long-term community recovery assistance • Analysis and review of mitigation program implementation
ESF#15: External Affairs (PIO & Social Media)	• Emergency public information and protective action guidance • Media and community relations

ESF Member Roles and Responsibilities

Each ESF Annex identifies the coordinator/liaison and the primary and support agencies pertinent to the ESF. Several ESFs incorporate multiple components, with primary agencies and secondary agencies designated for each component to ensure seamless integration of the transition between preparedness, response, and recovery activities. ESFs with multiple primary agencies designate an ESF coordinator for the purposes of pre-incident planning and coordination of primary and supporting agency efforts throughout the incident

All Hazard, Whole Community Planning Group Member's List

Annex/ESF	Name	Phone	E-mail	Agency Organization
Transportation	Buddy Glen	918-373-2920	glenb@pryorcreek.org	Street Department Director
Communications	Debbie Pennypacker	918-824-1875	mayesco911@att.net	911 Director
Public Works & Engineering	Buddy Glen	918-373-2920	glenb@pryorcreek.org	Street Department Director
Firefighting	BK Young	918-373-2920	youngb@pryorcreek.org	Fire Chief
Emergency Management	Johnny Janzen	918-530-6114	janzenj@pryorcreek.org	Emergency Management Director
Mass-Care, Housing & Human Services	Johnny Janzen	918-530-6114	janzenj@pryorcreek.org	Emergency Management Director
Logistics Management & Resource Support	Steve Smith	918-720-6274	kd5imd@gmail.com	Emergency Management
Public Health & Medical Services	James Thompson	918-373-0735	james.thompson@health.ok.gov	Health Department Administrator
Search & Rescue	Dennis Nichols	918-825-1212	nicholsd@pryorcreek.org	Police Chief
Oil & Hazardous Materials Response	Bob Scudder	918-803-3241	bscudder@maip.com	Emergency Management Haz Mat Spec
Agriculture & Natural Resources	Mike Rose	918-825-3241		OSU Extension
Energy	Jared Crisp	918-825-2100	crispj@pryorcreek.org	MUB Director (City Utility)
Public Safety & Security	Dennis Nichols	918-825-1212	nicholsd@pryorcreek.org	Police Chief
Long-Term Community Recovery	Mike Dunham	918-825-4650	mayescountyem2@gmail.com	Deputy Director Emergency Manageme
External Affairs				
Higher Ed	Faith Yates	918-373-3326		RSU Pryor
Tech Centers				
Secondary Schools	Dr Lisa Muller	918-825-1255		Pryor Public Schools Super
Tribal Member				
Private Partners	Jason Stuzmen	918-825-3500	jstuzman@maip.com	Mid America Industrial Park
(Other)	Brian Edwards	918-530-0123	bedwards@grda.com	GRDA Police Cheif

83

Oklahoma FY22 Emergency Management Performance Subgrant

State of Oklahoma EMPG Training Checklist

Employee Name: Johnny Janzen

Employee Start Date: 09/01/2007

Attach Supporting Documents - (Such as course certificates, FEMA transcript, or a combination of both)

Table 1: NIMS Training	Date Completed
IS-100 (Any Version)	7/11/08
IS-200 (Any Version)	7/11/08
IS-700 (Any Version)	9/13/05
IS-800 (Any Version)	8/27/20

Table 2: Professional Development Series (PDS)	Date Completed
IS-120.a (Listed/Current Version Only)	9/4/20
IS-230.d (Listed/Current Version Only)	8/3/20
IS-235.b (Listed/Current Version Only)	9/17/13
IS-240.b (Listed/Current Version Only)	8/27/20
IS-241.b (Listed/Current Version Only)	8/17/20
IS-242.b (Listed/Current Version Only)	8/25/20
IS-244.b (Listed/Current Version Only)	9/13/13

Table 3: Basic Academy	Date Completed
IS-230.d (Listed/Current Version Only)	8/3/20
E/L 101	
E/L 102	
E/L 103	
E/L 104 or 146	
E/L 105	

Oklahoma FY22 Emergency Management Performance Subgrant

EMI Independent Study Program

Transcript Request Form

A transcript of your Independent Study course completions will be emailed to you (the student) and sent by postal mail to any Institutions you indicate below. Please type or write your information legibly.
If you are requesting transcripts for 10 or more students, please contact our office at 301-447-1200 or Independent.Study@fema.dhs.gov for additional completion verification options.

Student Name **(required):** Johnny Janzen
Address **(required):** P.O. Box 535
City, State & Zip Code **(required):** Adair, Ok 74330
Phone Number: 918-825-4650
Email Address **(required):** janzenj@pryorcreek.org
Social Security Number ***OR*** FEMA Student ID (SID) **(1 required):** *Please see our website at https://training.fema.gov/is/privacystatement.aspx for information on why the ssn is required.*
*Student Signature **(handwritten or authentic digital signature required):** ***For information on how to create digital signatures, visit https://acrobat.adobe.com/us/en/sign/capabilities/digital-signatures-faq.html***
Only you (the student) can authorize the release of your training record(s). By signing this form you grant permission for the FEMA Independent Study program to release your information to the designated third-party organizations or agencies indicated below.

Institutions to receive Official Transcripts(s):

*As the requestor, you automatically receive a student copy of your transcript via email. Official transcripts are printed, sealed and mailed via the US Postal Service. Please allow 10 business days for delivery.

Institution Name **(required):**
Attention to **(required):**
Address **(required):**
City, State & Zip Code **(required):**
Institution Name **(required):**
Attention to **(required):**
Address **(required):**
City, State & Zip Code **(required):**

Submit your request to:
National Emergency Training Center
EMI Independent Study Program
16825 South Seton Avenue
Emmitsburg, MD 21727-8998

Independent.Study@FEMA.DHS.gov

Fax to: (301) 447-1201

Rev 07/30/2019

Subgrant Funding Worksheet

This Worksheet should be accompanied by the jurisdiction's approved budget(s). If the budget has not been approved, a budget marked "tentative" should accompany this document.

Joint city / county jurisdictions will furnish a copy of both the city and county excise board approved budgets if the lead jurisdiction's budget does not account for the total and complete budget of the emergency management office.

Please follow the detailed instructions for proper completion of the Subgrant Funding Worksheet below. Enter all expense entries in the applicable City or County column. Expenses should reflect local funds only (exclusive of EMPG funding).

Section I.(a) Lines 1-8

Enter employee's full name in the "Employee" column. Enter employee Salary and Fringe Benefits in the appropriate column. **Line 9**

Enter all non-personnel expenses. (Items such as M&O, Travel, Capital Outlay, and any other expenses.

Notary

FY21 EMPG Subgrant Funding Worksheet				
I.(a) Salary and Fringe Benefits				
Line Item	Employee (Last name, First Name MI	Salary	Benefits	Total Salary & Fringe Benefits
1	Janzen, Johnny L	$ 20,000.00	$ 0.00	$ 20,000.00
2				$ 0.00
3				$ 0.00
4				$ 0.00
5				$ 0.00
6				$ 0.00
7				$ 0.00
8				$ 0.00
	SUBTOTAL	$ 20,000.00	$ 0.00	$ 20,000.00
I.(b) Other				
9	II. All other expenses (i.e. M&O, Travel, Capital Outlay, etc.)			
	SUBTOTAL			$ 0.00
			TOTAL	$ 20,000.00

CITY OF PRYOR BUDGET 2021-2022		BUDGET 2021 - 2022 ACTUAL	BUDGET 2022 - 2023 APPROVED 8/16/22	EXPENSES - ACTUAL	NOTES
CITY OF PRYOR BUDGET					
CEM					
02-225-5010	CEM VOLUNTEERS				
02-225-5011	CEM SALARIES	$16,000.00	$20,000.00		
02-225-5012	CEM WAGES				
02-225-5013	CEM ASSIST DIRECTOR				
02-225-5016	CEM SICK TIME BUY BACK				
02-225-5021	CEM FICA				
02-225-5022	CEM RETIREMENT				
02-225-5023	CEM HEALTH INSURANCE				
02-225-5024	CEM EMPLOYMENT TAX				
02-225-5025	CEM WORK COMP INSUR	$621.98			
	SUB TOTAL	**$16,621.98**	**$20,000.00**		
02-225-5026	CEM CLOTHING ALLOW				
02-225-5031	CEM SUPPLIES - OFFICE				
02-225-5032	CEM SUPPLIES - GENERAL				
02-225-5033	CEM SUPPLIES - CAP OUTLAY				
02-225-5034	CEM SIRENS				
02-225-5051	CEM UTILITIES	$6,500.00	$6,500.00		
02-225-5061	CEM TELEPHONE	$2,000.00	$2,000.00		
02-225-5062	CEM COMMUNICATIONS				
02-225-5076	CEM VOLUNTEER EXPENSE				
02-225-5091	CEM REPAIR & MAINT	$4,000.00	$4,000.00		
02-225-5092	CEM REPAIR &, MAINT SERVICE				
02-225-5102	CEM GAS & OIL				
02-225-5111	CEM EDUCATION EXPEN				
02-225-5341	CEM MISCELLANEOUS				
02-225-5342	CEM POSTAGE				
02-225-5411	CEM CAPITAL OUTLAY				
02-225-5413	CEM CAPIT OUTLAY-SM PURCHASES				

CITY OF PRYOR BUDGET 2021-2022		BUDGET 2021 - 2022 ACTUAL	BUDGET 2022 - 2023 APPROVED 8/16/22	EXPENSES - ACTUAL	NOTES
CITY OF PRYOR BUDGET					
	CIVIL DEFENSE TOTAL	$29,121.98	$32,500.00		

Oklahoma FY22 Emergency Management Performance Subgrant

Proposed Preparedness Activities

Quarter	Preparedness Activity	Training	Exercise
1 (10/1 – 12/31/22)	Building a new Emergency Management Building. This building will be used to house our equipment as well as PPE for Pandemic and our Anolyte Generator.	We will be training all of our voluteers on inventory and maintenance of all our equipment	Equipment will be ran weekly so it is all ready to go if needed.
2 (1/1 – 3/30/23)	Severe Weather Prepardness	We will be training all City of Pryor Employees and the City of Pryor School System on what the plan will be for each location during Severe Weather	We plan on doing an excerise for the School (focusing on how to handle severe weather threat during the bus routes) Also plan on doing severe weather assesments on each of the City Departments during Severe Weather
3 (4/1 – 6/30/23)	Special Events (Rocklahoma)	We will be working on an Emergency Plan for Rocklahoma and other special events at that location. This will include evacuations and notification during emergency situations	We plan on doing (2) different Functional exercise for the 2023 events.
4 (7/1 – 9/30/23)	Update our Communications equipment in the EOC. We would like to replace our HF Radio to a more modern system.	We will train all of our Amature Radio Operators to use the new equipment	We will participate in several communications exercises after this is installed.

FEDERAL EMERGENCY MANAGEMENT AGENCY SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS	O.M.B. No. 3067-0206 Expires February 28, 2007
FOR FY 2022	CA FOR *(Name of Applicant)*

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- **Part I** ☑ **FEMA Form 20-16A, Assurances-Nonconstruction Programs**
- **Part II** ☐ **FEMA Form 20-16B, Assurances-Construction Programs**
- **Part III** ☑ **FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements**
- **Part IV** ☑ **SF LLL, Disclosure of Lobbying Activities (If applicable)**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Johnny Janzen	Emergency Management Director
Typed Name of Authorized Representative	**Title**
	8/22/2022
Signature of Authorized Representative	**Date Signed**

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

FEMA Form 20-16, FEB 01

FEDERAL EMERGENCY MANAGEMENT AGENCY

ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

FEMA Form 20-16A, JUN 94

Subgrant

11. Will comply with environmental standards which m be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlan pursuant to EO 11990; (d) evaluation of flood hazards i floodplains in accordance with EO 11988; (e) assurance project consistency with the approved State managemer program developed under the Coastal Zone Managemei Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protecti of underground sources of drinking water under the Sai Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEDERAL EMERGENCY MANAGEMENT AGENCY

ASSURANCES-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistan and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share project costs) to ensure proper planning, management ar completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the Stat through any authorized representative, access to and the right to examine all records, books, papers, or document related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the sit and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plan and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.

6. Will initiate and complete the work within the appli time frame after receipt of approval of the awarding age

7. Will establish safeguards to prohibit employees fron using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.

12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

FEMA Form 20-16B, JUN 94

13. Will comply, as applicable, with the provisions of th Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate i the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which m be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 and Executive Order (EO) 11514; (b) notification of viol facilities pursuant to EO 11738; (c) protection of wetlan pursuant to EO 11990; (d) evaluation of flood hazards i floodplains in accordance with EO 11988; (e) assurance project consistency with the approved State management program developed under the Coastal Zone Managemei Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conform of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protecti of underground sources of drinking water under the Sa Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-2

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Au Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

FEDERAL EMERGENCY MANAGEMENT AGENCY

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over $100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will 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 an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certificatio be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a Sta or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of ar had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public t ransactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to privide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions tht will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform empoyees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

FEMA Form 20-16C, JUN 94

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

12 N Rowe St

Pryor, Ok 74361

Check ☐ if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

FEMA Form 20-16C (BACK)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: [b] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** [a] a. bid/offer/application b. initial award c. post-award	**3. Report Type:** [a] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: [ ] Prime [X] Subawardee Tier _____, *if known*: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** Oklahoma Department of Emergency Management and Homeland Security 2401 Lincoln Blvd - Suite C51 Oklahoma City, OK 73105 **Congressional District,** *if known*:	
6. Federal Department/Agency: U.S. Department of Homeland Security / Federal Emergency Management Agency	**7. Federal Program Name/Description:** FY 2021 Emergency Management Performance Grant Program CFDA Number, *if applicable*: 97.042	
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* Janzen, Johnny L	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* Janzen, Johnny I	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** **Print Name:** Johnny Janzen **Title:** EM Director **Telephone No.:** 918530611 **Date:** 08/22/2022	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

Oklahoma FY22 Emergency Management Performance
Subgrant

Elected Officials / City Manager / Tribal Officials Signature Page

By signing below, we are applying for the Oklahoma 2022 Emergency Management Program Grant Subgrant Program. Our jurisdiction is committed to fulfilling the application requirements listed within this agreement and have an understanding that, if our jurisdiction fails to abide by this agreement, the grant funding is subject to a reduction, full de-obligation, and / or inability to participate in future EMPG Subgrant funding programs.

Approved By:

_____	_____
County Commissioner, District 1	**City Mayor or Manager**
_____	_____
County Commissioner, District 2	**Tribal Official**
_____	_____
County Commissioner, District 3	**Emergency Management Director**

Witnessed By:

Name: Lois Thompson **Date:** _____

City / County/ Tribal Clerk /Treasurer

Notary

DESTROY LIST

BOX 1

ACCOUNTS PAYABLE – 2001-2003
ACCOUNTS RECEIVABLE - 2011-2012
ACCOUNTS RECEIVABLE - 2014
ACCOUNTS RECEIVABLE - 2013
ACCOUNTS RECEIVABLE - 2015
ACCOUNTS RECEIVABLE - 2016 (2 FILES)
ASSET KEEPER SOFTWARE - 2004
APPROPRIATIONS - 2017
APPROPRIATIONS - 2016
APPROPRIATIONS - 2015
APPROPRIATIONS - 2014
APPROPRIATIONS - 2013
APPROPRIATIONS - 2012
APPROPRIATIONS - 2011
APPROPRIATIONS - 2010
APPROPRIATIONS - 2009
APPROPRIATIONS - 2008
APPROPRIATIONS - 2007
APPROPRIATIONS - 2006
APPROPRIATIONS - 2005
APPROPRIATIONS - 2004
APPROPRIATIONS - 2003
APPROPRIATIONS - 2002
APPROPRIATIONS - 2001
APPROPRIATIONS - 2000
APPROPRIATIONS - 1999
APPROPRIATIONS - 1998
APPROPRIATIONS - 1997
APPROPRIATIONS - 1996
APPROPRIATIONS - 1995
APPROPRIATIONS - 1994
APPROPRIATIONS - 1993
TEMPORARY APPROPRIATIONS - 1995
ATTORNEY – 2006
ATTORNEY CORRESPONDENCE - 2000-2005
ESCROW AGREEMENT – 1972
AGREEMENT – J.D. CHEEK CODIFICATION OF ORDINANCES (this is just letters to/from Cheek to prep codes book)

BOX 2

AGREEMENT – GRABER & ASSOCIATES – 2009
AGREEMENT – HILBORNE & ASSOCIATES – 2008
AGREEMENT – OLSEN-COFFEY – 2009
AGREEMENT – OPPENHEIM – 2009
AGREEMENT – WILLIAMS CONSTRUCTION – 2008
BEAVER AGREEMENT – 2011
AGREEMENT – CGI COMMUNICATIONS – 2015
AGREEMENTS – ENGINEERS – 2009
AGREEMENTS – BOYS & GIRLS CLUB – 2001
CEMETERY – HAY BAILING – 1994
AGREEMENT – COURT/BADGE – 2007
AGREEMENT – COMMUNITY SERVICE – 2007
WARRANTY ON COMPUTER SYSTEMS – 2003
CRAWFORD & CRAWFORD AGREEMENT – 2006
DATA RECOVERY SERVICES – 2004
AGREEMENT – FIRE – COUNTRY FEVER – 2007
AGREEMENT – FIREWORKS – 2007
AGREEMENT – REC CENTER – 2004
AGREEMENT – STREET SWEEPER/RCB – 2002
FIRE FIGHTERS' AGREEMENT – 1994-2006
AGREEMENT – FUELMAN/FLEET – 2003
AGREEMENT – GOLF IRRIGATION – 2005
HOPPER, WALTER & MARILYN – 1997
AGREEMENT – JIM WOOD COMPANY – 2005
L & S HAULING – 2005
LOVE BOTTLING AGREEMENT – 2004
PENDLEY, SEAN – 2005
PITNEY BOWES - 1995
PRYOR CREEK MUSIC FESTIVALS - 2004
MYERS ENGINEERING – 2004
POLICE: VOICE LOGGER LEASE – 2004
BANK INFO (this is junk mail)
CITY BIDS & QUOTES – 2016-2017
CITY BIDS & QUOTES – 2015-2016
BIDS ON DEMO – 2005
BID – PREVIOUS MAINTENANCE ON AIR 2002
BIDDERS LIST FILE 2008
BOARD OF COUNTY COMMISSIONERS – 1999
BOND ACCOUNT – 2002
BOYS AND GIRLS CLUB – 2005
DOUG CARSON – COMPLETED REQUEST – 2007
MUB FISCAL YEAR BUDGET 2001-2005
FISCAL YEAR BUDGET – 2001-2002
DOUG CARSON CORRESPONDENCE – 2006
WD CARSON - CORRESPONDENCE – 2007-2008
CABLE MISC – 2008
CEMETERY – CORRESPONDENCE ON PROJECTS (quote) – 2006
CEMETERY – CORRESPONDENCE ON PROJECTS (quote) - 2005

BOX 3

CENSUS – 2000
CENSUS – 2001

CENSUS – 2013
BIDS CITY HALL PAINT – 1988
COFFEE FUNDS RECORD – 1991
BIDS BACKHOE – CEMETERY – 1990
CITY HALL QUOTES/BIDS - 1998-2008
CITY COMPLAINTS – 1987
TICKET TRACKER CITATIONS – 2001
BALL, RICHARD APPEAL – 2001
APPEAL – DAVID GILLILAND – 2003
WADE ALLEN PETERS APPEAL – 2001
REPLOGLE, TRAEL – APPEAL – 2000
ALEALA, BRIGIDA (APPEAL) – 2001
LARRY SMITH APPEAL – 2004
APPEALS – VELOQUIO, PABLO – 2000
COURT – MISC – 2001
1994 JURY TERM – 2001
JUVENILE COURT DOCKET INFO – 2000
MAYES COUNTY FAMILIES (4 FILES) – 2003
COMPLAINTS – 2004
COURT – RECORDS OF CITATION – 2004
ARRAIGNMENT COPIES – 2001
ALLES CONSULTING WARRANTS – 2003
COMPLAINTS – 2002
COMMUNITY ROOM – 2008
COMMUNITY ROOM KEY – 2006
COMMUNITY BUILDING (equipment manuals, expired warranties) – 2003
COMMUNITY ROOM INDEMINIFICATION – 2010
COMMUNITY BUILDING RECORDS - 2012

BOX 4

COMMUNITY BUILDING INVENTORY – 2010
COMMUNITY BUILDING INVENTORY – 2009
CITY BUILDING REPAIRS & PURCHASES – 2001
CITY HALL: COMPUTER SOFTWARE INFORMATION
CLEAN UP, FALL AND SPRING – 2003
COMPUTER PURCHASE – 1994
CLERKS OFFICE – QUOTES – 2007
BIDS ON DRAPERIES FOR COMMUNITY BUILDING – 1985
COMMUNITY ROOM INDEMINIFICATON – 2007
COMMUNITY ROOM RESERVATION – 2010
COMMUNITY BUILDING INDEMINIFICATON – 2005
COMMUNITY BUILDING INCOME – 2005
COMMUNITY BUILDING INVENTORY – 2000
DOUG CARSON CORRESPONDENCE – 2004
DOUG CARSON CORRESPONDENCE – 2005
COMPLAINTS – DEVELOPMENTAL DISABILITIES – 1999
CORRESPONDENCE – MISC – 2006
COMMUNITY BUILDING QUOTES – 2005
COMMUNITY SERVICE (3 FILES) – 2002-2006
COUNTRY FEVER – 2003
DEA (invoice) – 2005
E911 – MISC – 2002
ENGINEERING (bid) (2 files) – 2001
CEM DISASTER – 2011
CEM DISASTER – 12/2009
CEM DISASTER – 4/2009
CEM DISASTER – 2/2009
CEM DISASTER – 2007
CEM EMERGENCY REQUEST FOR PROPOSALS – 1/2007
CEM DISASTER CORRESPONDENCE – 2007
CEM EMERGENCY DECEMBER 2007
CEM EMERGENCY JANUARY 2007
CEM EMERGENCY OK DEM ANNUAL 2007
CEM – QUOTES – 2002
CEM – QUOTES – 2011
CEM – BIDS – 2005
CEM – EMERGENCY PROCLAMATION - 2007

BOX 5

CEM DISASTER – JANUARY 2007
CEM EMERGENCY – 2001
COPIER QUOTES – 1994
HEALTH DEPARTMENT CORRESPONDENCE – 1985
NATIONAL QUALITY AWARD CRITERIA – 1995
MUSKOGEE HEALTH MATERIAL – 1993
GAS SPILL – 1990
WASTE MANAGEMENT STUDY – 1981
MUSIC GRANT – GROVE – 1995
CIVIL DEFENSE (5 FILES) – 1989
INSUFFICIENT CHECKS – 2013
INSUFFICIENT CHECKS – 2015
INSUFFICIENT CHECKS – 2014
INCOME – NOT PAID INSUFFICIENT FUNDS – 2014
CHECKS – INSUFFICIENT FUNDS COLLECTED – 2016
CHECKS – PETTY CASH – 2015

BOX 6

CHECKS – CHECK REGISTER PETTY CASH – 2007-2010
CHECKS – STALE DATED – 2012
CHECKS – PETTY CASH – 2014
CHECK STUBS & CARBON COPIES – 2013
CHECKS – INSUFFICENT FUNDS COLLECTED – 2012
CHECKS – INSUFFICENT FUNDS COLLECTED – 2011
CHECKS – INSUFFICENT FUNDS COLLECTED – 2010
CHECKS – INSUFFICENT FUNDS COLLECTED – 2008
CHECKS – INSUFFICENT FUNDS COLLECTED – 2007
CHECKS – PETTY CASH – 7/2016
CHECKS – PETTY CASH – 12/2016
CHECK STUBS & CARBON COPIES – 12/2012
CHECK STUBS & CARBON COPIES – 4/2012
CHECK STUBS & CARBON COPIES – 6/2011
CHECK STUBS & CARBON COPIES – 6/2010
CHECK STUBS & CARBON COPIES – 2008
CHECK STUBS & CARBON COPIES – 8/2009
CHECK STUBS & CARBON COPIES – 3/2008
CHECK STUBS & CARBON COPIES – 8/2007
CHECK STUBS & CARBON COPIES – 7/2008
CHAMBER OF COMMERCE – 2005
DAM JAM – 2004
CHAMBER FUN FEST – 2002
CHAMBER WEB LINK – 2000
CHECKS INSUFFICIENT COLLECTED - 2009

BOX 7

CHECKS – VOIDED – 2010
CHECKS – VOIDED – 2009
CHECKS – VOIDED – 2008
CHECKS – VOIDED – 2007
CHECKS – VOIDED – 2006
CHECKS – VOIDED – 2005
CHECKS – VOIDED – 2004
PETTY CASH CHECKS – 2002
FUEL TANKS – 2000
FIREWORKS BID – 2007
FIREWORKS BID – 2008
FINANCIAL SUMMARY – 2009
FINANCIAL SUMMARY – 2008
FINANCIAL SUMMARY – 2007
FIRE QUOTE – 2006
FIRE QUOTE – 2005
NO LABEL – MISC PURCHASE ORDERS/FAXES – 1993
½ DUI FROM COUNTY – 2006
DEPARTMENT OF HEALTH – 1987
ESTIMATE OF NEEDS – FY 1988-1989
FEE IN LIEU – 2004
FEDERAL ENERGY – 2000
FOGGER QUOTES – 2006
BIDS FREON – 1990
FIRE MISC – 2005
FIRE MISC – 2004
FIRE GRANT – 2004
FIRE GRANT – 2003
FIRE DEPARTMENT NEGOTIATIONS – 2005
FIRE DEPARTMENT NEGOTIATIONS – 2006
FIRE DEPARTMENT CORRESPONDENCE – 2002
FIRE BIDS & QUOTES – 2004

BOX 8

FIRE BIDS – 2004
FIRE SUBSCRIPTIONS (13 files) – 2005-2017
FIRE ESCAPE BID CITY HALL – 1993
ELEVATOR MAINTENANCE QUOTES (2 FILES) – 1996
ELEVATOR PROJECTS (bids) – 1991
FIRE DEPARTMENT RADIO BIDS – 1991

BOX 9

FIRE QUOTES – FIRE TRUCK BED – 2009
FIRE BIDS & QUOTES – 2008
FIRE BIDS & QUOTES – 2007
FIRE BIDS TANKER (2 FILES) – 2009
FIRE BIDS PUMPER TRUCK (3 FILES) – 2006
FIRE BIDS/QUOTES (BRUSH TRUCK) – 2009
FIRE BID EXHAUST – 2006

OLD FIRE SUBSCRIPTION FORMS (blank)

BOX 10

GRAND GATEWAY GRANT – 2004
GARAGE SCANNER BIDS – 1997
GRDA MISC (KERR DAM PROJECT) – 2004
GARAGE AUTO REPAIR ORDER – 2005
GOLF CART BIDS & QUOTES (4 FILES) – 2008
BIDS GOLF COURSE AERATION – 1990
GARAGE BILL RATES – 2003
GOLF CART BIDS – 2004
GOLF COURSE BIDS CART & CART STORAGE – 2004
BIDS GOLF COURSE DAM DEMO 1990
HINDS, JIM SANITIZATION (rent payment to city receipts) – 2002-2005
GOLF COURSE (general ledger, purchase invoices) – 1999
GOLF COURSE LINE OF CREDIT (copy only, no signatures) – 2000
GOLF COURSE PAY APPS AND CHANGE ORDERS (irrigation project) – 2005
GOLF COURSE IRRIGATION PROJECT (letters, permit, payment receipts, bid info) – 2004-2005
SOD QUOTES – 1992
RESTITUTION: GOLF (copy of one payment) – 2004
GOLF WALKING TRAIL (fax received from Cherokee Nation regarding an easement request, no other documents included) – 2004
SAMPLES FROM OTHER TOWNS – 1996
INCOME HOTEL/MOTEL TAX COLLECTIONS – 1998-2011
VEHICLE INVENTORY – 1993
VEHICLE INVENTORY QUARTLY REPORTS (2 FILES) – 1990
EQUIPMENT INVENTORY – 2001
INSURANCE CLAIMS (7 FILES) – 2007-2009
INSURANCE PROPOSAL – 2007
INSURANCE QUOTES – 2007
INSURANCE – PROPERTY (policy information) - 2006

Box 11

INSURANCE – FIRE – (AUTO & PROPERTY) – 2007
INSURANCE – PROPERTY – 2007
INSURANCE – EQUIPMENT – 2007
INSURANCE – AUTO – 2007
LIABILITY/AUTO INSURANCE PRPOSAL – 2004
INSURANCE ID'S – 2005
PROPOSAL INSURANCE - 2002-2006
PERSONNEL BONDS – 1997-2005
INSURANCE – GENERAL LIABILITY COMMERCIAL – 1999-2003
INSURANCE – EQUIPMENT (PROPOSAL) – 2004
CHUBB INSURANCE WATER DAMAGE LIBRARY – 2005
INCOME – AEP, ONG, NE ELECTRIC – 2007
INCOME – AEP, ONG - 2007
INCOME – AEP, ONG - 2005
INCOME – E911 - 2007
INCOME – FIREWORK DONATIONS - 2007
INCOME – TIME WARNER CABLE - 2007
INCOME – JIM HINDS/BRUSH COLLECT 2007
INCOME – JIM HINDS RENTAL – 2007
INCOME – MUB REIMBURSEMENTS - 2007
INCOME – PETTY CASH RECEIPTS - 2007
INCOME – MISC - 2006
INCOME – POLICE MENTAL HEALTH – 2007
INCOME – REQUESTS FOR RECORDS (3 FILES) – 2005-2007

BOX 12

INCOME – TIME WARNER CABLE – 2002
INCOME – POLICE MENTAL HEALTH – 2008
INCOME – REQUEST FOR RECORD – 2008
INCOME – E911 – 2005
TELEPHONE GROSS RECEIPTS – 2005
E911 TAXES (RECEIPTS) – 2004
VEHICLE INVENTORY – 2004
INCOME – HOTEL/MOTEL TAX – 2005
INCOME – HOTEL/MOTEL TAX – 2004
INCOME – HOTEL/MOTEL TAX – 2002
INCOME – HOTEL/MOTEL TAX – 2001
INCOME – APE/ONG/ NE ELECTRIC – 2010-2011
INCOME – DEPARTMENT OF CEM – 2011
INCOME – E911 A-O – 2010-2011
INCOME – E911 P-Z – 2010-2011
INCOME – MISC – 2011
INCOME – MUB REIMBURSEMENT – 2011
INCOME – MUNICIPAL DUI – 2011
INCOME – PET TAGS – 2011
INCOME – POLICE MENTAL HEALTH – 2011
INCOME – PETTY CASH – 2011
INCOME – ½ MUNICIPAL DUI – 2010

BOX 13

INCOME – FIREWORKS – 2006
INCOME – INSURANCE MISC & REIMBURSEMENT – 2006
INCOME – MUB REIMBURSEMENT – 2006
INCOME – PETTY CASH RECEIPTS – 2006
INCOME – POLICE MENTAL HEALTH – 2006
INCOME – GOLF DONATIONS FOR SCHOOL BUILDING – 2009
INCOME – MISC – 2010
INCOME – WINDJAMMER CABLE – 2010
INCOME – MUB REIMBURSEMENT – 2010
INCOME – PETTY CASH – 2010
INCOME – POLICE MENTAL HEALTH – 2010
INCOME – ½ MUNICIPAL DUI COSTS – 2009
INCOME – MISC – 2008-2009
INCOME – MUB REIMBURSEMENT – 2008-2009
INCOME – AEP/ONG/ NE ELECTRIC – 2008-2009
INCOME – PETTY CASH – 2008-2009
INCOME – TIME WARNER/WIND JAMMER 2009
INCOME – E-911 A-O – 2009
INCOME – E-911 P-Z – 2009
INCOME – E-911 – 2008
INCOME – TIME WARNER CABLE – 2008
INCOME – FIREWORK DONATIONS – 2008
LIBRARY QUOTES – (5 FILES) – 2005-2009
LIBRARY QUOTES – 2010
MAYES COUNTY FAMILIES IN ACTION (PAYMENTS/INCOME) – 2004
MAYES COUNTY CREDIT BUREAU – 1990
MODEM PURCHASE – 1989
POLICE FOP NEGOTIATIONS – 2007

BOX 14

POLICE DAMAGE REPORTS – 2013
POLICE BIDS – SECURITY SYSTEM – 2005
POLICE BIDS & QUOTES (7 FILES) – 2008-2014
PAGERS – PARK, MAYOR & BILL (NUMBERS/INSTRUCTIONS) – 1997
OKLAHOMA COLLISION REPORT (PARK) – 2005
PARK: POOL – INCIDENT REPORTS (ONLY ONE) – 2004
PARK: CELL PHONE INFORMATION – 2002
TENNIS COURTS: FEE FOR USE – 2004
BIDS – RIDING TRIM MOWER (PARK DEPT) – 1989
PARK – SKATE PARK QUOTES – 2004
PARK QUOTES – 2004-2006
PARK QUOTES – 2007
PARK DEPT: TENNIS COURT RESTROOM BIDS – 2002
PARK: WHITAKER PARK RESTROOM QUOTES – 2002
PRYOR POOL: WATER AEROBICS (RECEIPTS) – 2005
PIKEPASS OTA (TOLL USAGE STATEMENTS) – 2001-2007
PIPELINE SAFETY & LAND USE PLANNING GUIDE (COMPANY SENT GUIDES AND LETTER TO PARTICIPATE IN THEIR SURVEY, IT WAS NEVER COMPLETED) – 2006
QUOTES – POLICE UNIFORMS – 2005
POLICE QUOTES A/C – 2004
POLICE QUOTES – BODY ARMOR – 2004
POLICE: DOG POUND GRINDER PUMP QUOTES – 2003
POLICE QUOTES NOTEBOOK COMPUTER – 2000
PATROL CAR BIDS – 2004
POLICE RIFLE QUOTE – 2005
BIDS – CONCRETE POLICE DEPT: 4 RIFLES – 1985
POLICE – TELETYPE (INVOICES ONLY) – 1990
POLICE FOR COLLECTIVE BARGAINING AGREEMENTS – 1994
POLICE VEHICLE QUOTES – 2003
POLICE QUOTES/BIDS – 2007
POLICE QUOTES DIGITAL SYSTEM – 2005
POLICE QUOTES – SCHOOL RESOURCE OFFICER VEHICLE – 2005
POLICE BIDS & QUOTES (2 FILES) – 2015-2016
PLANNING – PROPOSALS (ONLY INCLUDES ONE PERSON'S RESUME AND BID FOR CITY PLANNER) – 2004
REC CENTER QUOTES – 2009
REC CENTER BIDS – 2006
REC CENTER BIDS SIGN – 2006
REC CENTER BIDS LAND CLEAN UP – 2003
REC CENTER BIDS SOUND SYSTEM – 2005
REC CENTER QUOTES – 2007
REC CENTER QUOTES – 2006
REC CENTER SOUND SYSTEM QUOTES – 2006
REC CENTER SECURITY SYSTEM QUOTES – 2006
REC CENTER QUOTES – 2005
REC CENTER QUOTES – 2008
REC CENTER / CONSTRUCTION BIDS – 2004

REC – INVENTORY - 2010

BOX 15

NO LABEL –CONTAINS LIST OF ITEMS TO SURPLUS – 1996
STERLING CODIFIERS (LETTER STATING CITY NEEDED TO REVIEW CODE WORKBOOK THAT WAS SENT) – 2000
SOUND SYSTEM (INVOICES) – 2001
CITY SURPLUS AUCTION (RECEIPT ONLY) – 2000
SURPLUS SALE – 1997
SURPLUS ITEMS AT NEXT SALE – 2000
SURPLUS SALE MAY (2 FILES) – 2004
SURPLUS AUCTION – 2000
SURPLUS STUFF – 2002
SURPLUS – 2010
SURPLUS FIRE PUMPER TRUCK 1973 – 2007
SURPLUS – 2005
SURPLUS MISC – 2005
STREET BIDS & QUOTES – 2014
STREET BIDS & QUOTES – 2013
STREET BIDS & QUOTES – 2012
STREET – BIDS/QUOTES – 2011
STREET – BIDS/QUOTES – 2010
STREET -BID – ASPHALT OVERLAY - 2006
STREET – BIDS/QUOTES – 1993-2005
STREET – BIDS/QUOTES – 2007
STREET – BIDS/QUOTES – 2006
STREET – BIDS/QUOTES – 2005
STREET – BIDS/QUOTES – 2009
STREET – BIDS/QUOTES – 2008

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement") is made effective as of **the _____ day of September 2022** by and between **Pryor Creek Music Festivals, Inc.** ("PCMF"), an Oklahoma corporation, and **The City of Pryor Creek, OK** ("City").

RECITALS

A. PCMF is involved in organizing, promoting and presenting an annual live music festival known as *Rocklahoma* which is scheduled to be held from **Friday, September 2nd** through **Sunday, September 4th, 2022** (the "Event") at the PCMF facility near Pryor, Oklahoma (the "Venue");

C. PCMF desires to contract with City for services in connection with Event, and City desires to provide such services, on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants that are contained in this Agreement, the parties hereto hereby agree as follows:

1. **SCOPE OF SERVICES.** PCMF hereby engages City, and City hereby agrees, to provide the services more fully described on Exhibit A attached hereto and made a part hereof (the "Services"). Except for those items, if any, expressly required by this Agreement to be furnished by PCMF, City shall furnish or provide all of the materials (including equipment and supplies, uniforms, communication equipment and any other equipment) and all other items necessary to perform the Services and to carry out and perform all of City's obligations under or pursuant to this Agreement. City hereby acknowledges that the total Compensation (as defined below) set forth on Exhibit B is inclusive of all materials and transportation required to provide the Services.

2. **TERM. The term of this Agreement shall commence as of the effective date hereof and shall continue through September 4th, 2022 unless sooner terminated in accordance with the terms and conditions of this Agreement.**

3. **COMPENSATION.** As full and complete compensation for all of the Services to be provided by City pursuant to this Agreement, PCMF shall remit payment to the City as more fully described on Exhibit B attached hereto and made a part hereof (the "Compensation"). Except as otherwise set forth on Exhibit B, all sums due to City under this Agreement shall be paid by PCMF to City within seven (7) days following the approval of this agreement by the City Council.

4. **SAFETY AND LEGAL REQUIREMENTS; AUTHORITY.** Without in any way limiting any other term or provision of this Agreement or any obligation of City hereunder City shall do or cause to be done all of the following: (a) perform the Services in a reasonable and proper manner that shall protect the health and safety of PCMF employees, agents and the public generally; (b) comply with all laws, policies, rules, and regulations applicable to the Services; (c) if an authorized management person of PCMF is not available, then contact the proper local authorities for assistance when such assistance is appropriate for safety; (d) obtain, maintain and comply with all licenses, permits, franchises and approvals from any governmental authority that may be required to enable City to perform all of the Services and fulfill all of its obligations under this Agreement; and (e) understand that PCMF is relying on City's expertise in the performance of the Services, ensure personnel comply with best practices for its industry, and communicate those if necessary to PCMF. City represents and warrants that it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of City, and the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound.

5. **INSURANCE.** City represents to PCMF that the vehicles (equipment) provided to the service of the event are currently insured as to claims by third parties in adequate amounts as deemed appropriate by law and in the judgment of the City.

6. **WAIVER BY CITY.** City agrees that PCMF shall not be responsible for any loss or damage to any property of City resulting from fire, theft or any other cause unless due to the negligence or willful misconduct of PCMF and, except to the extent expressly provided herein, City expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.

7. **TERMINATION.** This Agreement may be terminated (i) by PCMF immediately upon notice to City if City fails, refuses or neglects to perform each and every one of the Services to be performed by City under or pursuant to this Agreement or upon the breach by or failure of City to perform any of its obligations or covenants under this Agreement, (ii) by PCMF, with or without cause, upon five (5) days written notice to City, or (iii) by City immediately upon the failure of PCMF to perform any of its material covenants and conditions under this Agreement hereunder which has not been cured within five (5) days following written notice from Company to PCMF. Following any termination of this Agreement, PCMF shall only be required to pay to City any compensation earned by City for any Services satisfactorily performed by City as of the date of such termination.

8. **INDEPENDENT CONTRACTOR STATUS.** City is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to City, its business affairs and its performance of its duties under or pursuant to this Agreement, including, without limitation, state and federal taxes applicable to this Agreement. The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make PCMF liable for the debts or obligations of City. No officer, employee, agent, or servant of City shall be deemed at any time to be an employee, servant, or agent of PCMF for any purpose whatsoever.

9. **INTELLECTUAL PROPERTY.** City agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights to the Event or PCMF, artist(s) or their respective affiliates (sometimes collectively and individually referred to herein as the "Trademarks"), (b) ownership of all such Trademarks shall remain the property of PCMF or the artist(s), as the case may be, and (c) Company will not use any Trademarks under any circumstances without the prior written consent of PCMF, which consent PCMF may withhold in its sole and absolute discretion.

10. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, City and its officers, directors, shareholders, employees, agents, contractors and representatives may gain access or be exposed to certain confidential and proprietary information relating to the Event or the business of PCMF or its affiliates including budgetary information, bids, quotations, and pricing (sometimes collectively and individually referred to herein as the "Confidential Information"). City agrees, for itself and its officers, directors, shareholders, employees, agents and representatives, that all such Confidential Information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of PCMF, which consent may be withheld by PCMF in its sole and absolute discretion. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the term of this Agreement and may be enforced by injunctive relief or other equitable or legal remedies without the necessity of proving inadequacy of legal remedies and without proving that PCMF and its affiliates or any of their respective officers, directors, shareholders, partners, contractors, employees, agents, contractors or representatives would suffer irreparable harm as a result of a violation of such confidentiality obligation.

11. **EFFECT OF AGREEMENT/ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted successors and assigns; provided, however, that this Agreement may not be assigned by City, nor may any of City's duties hereunder be delegated, without the prior written consent of PCMF. Notwithstanding any other term or provision of this Agreement, it is expressly understood and agreed by City that PCMF shall have the right to designate another entity, including, without limitation, one of its affiliated or related entities, to manage, direct and control the Services to be provided by City hereunder, and City agrees to fully cooperate with and comply with all directives and directions of any such other entity.

12. **FORCE MAJEURE EVENT.** The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of illness or death of an artist, an act of God, strike, labor dispute, war, fire, earthquake, act of public enemies, acts of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("Force Majeure Event"). In the event a Force Majeure Event renders the Services unnecessary or impracticable, PCMF may terminate this Agreement and shall have no further obligations to City hereunder.

13. **NOTICES.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery or by certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed as follows:

PCMF: Pryor Creek Music Festivals, Inc.
PO Box 427
Pryor, OK 74362
Attention: Dave Giencke
Telephone no: 918-824-2288

with a copy to: AEG Live Productions, LLC
231 S. Bemiston Ave.
Suite 715
St. Louis, MO 63105
Phone: 314-862-4440
Facsimile: 314-862-4462
Attention: Legal Department

City: The City of Pryor Creek

6 N Adair St
Pryor, OK, 74361
Phone: 918-825-4077
Facsimile:
Attention: Jimmy Tramel

All notices shall be deemed delivered either upon actual receipt thereof if personally delivered, including delivery by a recognized courier service or, if mailed, on the third day following deposit in the United States mails as provided above. Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

14. **WAIVER.** No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

15. **CHOICE OF LAW.** The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Oklahoma, without regard to that State's rules with respect to choice of law and venue of any action shall be with the District Court of Mayes County.

16. **ENTIRE AGREEMENT / MISC.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not effect the validity, interpretation or effect of the remainder of this Agreement. This Agreement may not be modified, altered or amended except by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile and/or electronically scanned signatures shall be deemed original for all purposes. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and have made it effective as of the day and year first above written.

City:

By: _____
Name: Larry Lees
Title: Mayor of City of Pryor Creek, Oklahoma

Attest as approved by the City Council of the City Of Pryor Creek, Oklahoma on the ___ day of _____, 2022

By:_____
Name: Eva Smith
Title: City Clerk

Reviewed and approved by:

_____
K. Ellis Ritchie, City Attorney for City of Pryor Creek, Oklahoma

PCMF:

By: _____
Name: Dave Giencke
Title: Director of Operations

EXHIBIT A

SERVICES

CITY SHALL PROVIDE THE FOLLOWING SERVICES:

City will locate one (1) quick response fire vehicle and one (1) fire tanker, at a total cost of **Four Thousand Dollars ($4,000.00)** at the event September 2, 2022 from **11:00 a.m.**. until **2:00 a..m.**; and during those same hours on **September 5** at **2:00 a.m.**

PCMF understands and agrees that if equipment located on-location is required for any outside emergency engagement during the course of the Event, City may remove said equipment to fulfill its duties in the provision of services by the City to such outside emergency engagement. Upon such occurrence, PCMF agrees and understands that it shall be without the services of the City and specifically releases City from its obligation to perform hereunder during the time of such an outside emergency engagement. Upon such occurrence, City understands and agrees that all liability for equipment associated with said outside emergency engagement shall be that of the City upon leaving Venue.

City hereby acknowledges that total Compensation set forth on Exhibit B below is inclusive of all gear and transportation required to provide services outlined herein.

EXHIBIT B

COMPENSATION

In accordance with Section 3 of the Agreement, City shall receive Compensation as follows:

The total Compensation due to City is **Four Thousand Dollars and Zero Cents ($4,000.00)** (amount is inclusive of any and all taxes, fees and dues affiliated with Services). Under no circumstances shall Company be entitled to receive any amount in excess thereof, without the prior written consent of PCMF.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement") is made effective as of **the ___ day of September, 2022** by and between **Pryor Creek Music Festivals, Inc.** ("PCMF"), an Oklahoma corporation, and **The City of Pryor Creek, OK** ("City").

RECITALS

A. PCMF is involved in organizing, promoting and presenting an annual live music festival known as *Born & Raised* which is scheduled to be held from **September 16, 2022** through **September 18, 2022** (the "Event") at the PCMF facility near Pryor, Oklahoma (the "Venue");

C. PCMF desires to contract with City for services in connection with Event, and City desires to provide such services, on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants that are contained in this Agreement, the parties hereto hereby agree as follows:

1. **SCOPE OF SERVICES.** PCMF hereby engages City, and City hereby agrees, to provide the services more fully described on Exhibit A attached hereto and made a part hereof (the "Services"). Except for those items, if any, expressly required by this Agreement to be furnished by PCMF, City shall furnish or provide all of the materials (including equipment and supplies, uniforms, communication equipment and any other equipment) and all other items necessary to perform the Services and to carry out and perform all of City's obligations under or pursuant to this Agreement. City hereby acknowledges that the total Compensation (as defined below) set forth on Exhibit B is inclusive of all materials and transportation required to provide the Services.

2. **TERM.** The term of this Agreement shall commence as of the effective date hereof and shall continue through **September 18, 2022** unless sooner terminated in accordance with the terms and conditions of this Agreement.

3. **COMPENSATION.** As full and complete compensation for all of the Services to be provided by City pursuant to this Agreement, PCMF shall remit payment to the City as more fully described on Exhibit B attached hereto and made a part hereof (the "Compensation"). Except as otherwise set forth on Exhibit B, all sums due to City under this Agreement shall be paid by PCMF to City within seven (7) days following the approval of this agreement by the City Council.

4. **SAFETY AND LEGAL REQUIREMENTS; AUTHORITY.** Without in any way limiting any other term or provision of this Agreement or any obligation of City hereunder City shall do or cause to be done all of the following: (a) perform the Services in a reasonable and proper manner that shall protect the health and safety of PCMF employees, agents and the public generally; (b) comply with all laws, policies, rules, and regulations applicable to the Services; (c) if an authorized management person of PCMF is not available, then contact the proper local authorities for assistance when such assistance is appropriate for safety; (d) obtain, maintain and comply with all licenses, permits, franchises and approvals from any governmental authority that may be required to enable City to perform all of the Services and fulfill all of its obligations under this Agreement; and (e) understand that PCMF is relying on City's expertise in the performance of the Services, ensure personnel comply with best practices for its industry, and communicate those if necessary to PCMF. City represents and warrants that it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of City, and the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound.

5. **INSURANCE.** City represents to PCMF that the vehicles (equipment) provided to the service of the event are currently insured as to claims by third parties in adequate amounts as deemed appropriate by law and in the judgment of the City.

6. **WAIVER BY CITY.** City agrees that PCMF shall not be responsible for any loss or damage to any property of City resulting from fire, theft or any other cause unless due to the negligence or willful misconduct of PCMF and, except to the extent expressly provided herein, City expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.

7. **TERMINATION.** This Agreement may be terminated (i) by PCMF immediately upon notice to City if City fails, refuses or neglects to perform each and every one of the Services to be performed by City under or pursuant to this Agreement or upon the breach by or failure of City to perform any of its obligations or covenants under this Agreement, (ii) by PCMF, with or without cause, upon five (5) days written notice to City, or (iii) by City immediately upon the failure of PCMF to perform any of its material covenants and conditions under this Agreement hereunder which has not been cured within five (5) days following written notice from Company to

PCMF. Following any termination of this Agreement, PCMF shall only be required to pay to City any compensation earned by City for any Services satisfactorily performed by City as of the date of such termination.

8. **INDEPENDENT CONTRACTOR STATUS.** City is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to City, its business affairs and its performance of its duties under or pursuant to this Agreement, including, without limitation, state and federal taxes applicable to this Agreement,. The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make PCMF liable for the debts or obligations of City. No officer, employee, agent, or servant of City shall be deemed at any time to be an employee, servant, or agent of PCMF for any purpose whatsoever.

9. **INTELLECTUAL PROPERTY.** City agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights to the Event or PCMF, artist(s) or their respective affiliates (sometimes collectively and individually referred to herein as the "Trademarks"), (b) ownership of all such Trademarks shall remain the property of PCMF or the artist(s), as the case may be, and (c) Company will not use any Trademarks under any circumstances without the prior written consent of PCMF, which consent PCMF may withhold in its sole and absolute discretion.

10. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, City and its officers, directors, shareholders, employees, agents, contractors and representatives may gain access or be exposed to certain confidential and proprietary information relating to the Event or the business of PCMF or its affiliates including budgetary information, bids, quotations, and pricing (sometimes collectively and individually referred to herein as the "Confidential Information"). City agrees, for itself and its officers, directors, shareholders, employees, agents and representatives, that all such Confidential Information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of PCMF, which consent may be withheld by PCMF in its sole and absolute discretion. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the term of this Agreement and may be enforced by injunctive relief or other equitable or legal remedies without the necessity of proving inadequacy of legal remedies and without proving that PCMF and its affiliates or any of their respective officers, directors, shareholders, partners, contractors, employees, agents, contractors or representatives would suffer irreparable harm as a result of a violation of such confidentiality obligation.

11. **EFFECT OF AGREEMENT/ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted successors and assigns; provided, however, that this Agreement may not be assigned by City, nor may any of City's duties hereunder be delegated, without the prior written consent of PCMF. Notwithstanding any other term or provision of this Agreement, it is expressly understood and agreed by City that PCMF shall have the right to designate another entity, including, without limitation, one of its affiliated or related entities, to manage, direct and control the Services to be provided by City hereunder, and City agrees to fully cooperate with and comply with all directives and directions of any such other entity.

12. **FORCE MAJEURE EVENT.** The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of illness or death of an artist, an act of God, strike, labor dispute, war, fire, earthquake, act of public enemies, acts of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("Force Majeure Event"). In the event a Force Majeure Event renders the Services unnecessary or impracticable, PCMF may terminate this Agreement and shall have no further obligations to City hereunder.

13. **NOTICES.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery or by certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed as follows:

PCMF: Pryor Creek Music Festivals, Inc.
PO Box 427
Pryor, OK 74362
Attention: Dave Giencke
Telephone no: 918-824-2288

with a copy to: AEG Live Productions, LLC
231 S. Bemiston Ave.
Suite 715
St. Louis, MO 63105
Phone: 314-862-4440
Facsimile: 314-862-4462
Attention: Legal Department

City: The City of Pryor Creek
6 N Adair St
Pryor, OK, 74361
Phone: 918-825-4077
Facsimile:
Attention: Jimmy Tramel

All notices shall be deemed delivered either upon actual receipt thereof if personally delivered, including delivery by a recognized courier service or, if mailed, on the third day following deposit in the United States mails as provided above. Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

14. **WAIVER.** No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

15. **CHOICE OF LAW.** The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Oklahoma, without regard to that State's rules with respect to choice of law and venue of any action shall be with the District Court of Mayes County.

16. **ENTIRE AGREEMENT / MISC.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. This Agreement may not be modified, altered or amended except by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile and/or electronically scanned signatures shall be deemed original for all purposes. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and have made it effective as of the day and year first above written.

City:

By: _____
Name: Larry Lees
Title: Mayor of City of Pryor Creek, Oklahoma

Attest as approved by the City Council of the City Of Pryor Creek, Oklahoma on the ___ day of _____, 2022

By:_____
Name: Eva Smith
Title: City Clerk

Reviewed and approved by:

_____
K. Ellis Ritchie, City Attorney for City of Pryor Creek, Oklahoma

PCMF:

By: _____
Name: Dave Giencke
Title: Director of Operations

EXHIBIT A

SERVICES

CITY SHALL PROVIDE THE FOLLOWING SERVICES:

City will locate one (1) quick response fire vehicle and one (1) fire tanker, at a total cost of **Two Thousand Six Hundred and Sixty-Six Dollars ($2,666.00)** at the event, on **September 16, 2022** from **11:00 a..m.** until **2:00 a..m.**; and during those same hours on **September 17, 2022.**

PCMF understands and agrees that if equipment located on-location is required for any outside emergency engagement during the course of the Event, City may remove said equipment to fulfill its duties in the provision of services by the City to such outside emergency engagement. Upon such occurrence, PCMF agrees and understands that it shall be without the services of the City and specifically releases City from its obligation to perform hereunder during the time of such an outside emergency engagement. Upon such occurrence, City understands and agrees that all liability for equipment associated with said outside emergency engagement shall be that of the City upon leaving Venue.

City hereby acknowledges that total Compensation set forth on Exhibit B below is inclusive of all gear and transportation required to provide services outlined herein.

EXHIBIT B

COMPENSATION

In accordance with Section 3 of the Agreement, City shall receive Compensation as follows:

The total Compensation due to City is **Two Thousand Six Hundred Sixty-Six Dollars ($2,666.00)** (amount is inclusive of any and all taxes, fees and dues affiliated with Services). Under no circumstances shall Company be entitled to receive any amount in excess thereof, without the prior written consent of PCMF.

Invoice

Invoice #:	52708130
Installment #:	Not Applicable
Invoice Date:	08/23/2022
Due Date:	9/22/2022

Insured: City of Pryor Creek Fire Department
PO Box 1167
Pryor, OK 74362

Bill To: City of Pryor Creek Fire Department
PO Box 1167
Pryor, OK 74362

Remit To: McNeil & Company, Inc
P.O. Box 292
Canajoharie, NY 13317
Ph: 1-800-822-3747

Policy: MEPK09153106 Eff Date: 8/22/2022 Exp Date: 8/22/2023 Company: Arch Insurance Company

Line Code	Tran Code	Eff Date	Amount
Commercial Package	Renewal	8/22/2022	$17,643.00
	Invoice Total:		$17,643.00

***** If payment has been sent, please disregard this invoice. *****
***** Pay online at https://payments.mcneilandcompany.com *****

Please Detach and Return Bottom Portion with Payment

Invoice #:	52708130	**Amount Due:**	$17,643.00
Installment #:	Not Applicable		
Due Date:	9/22/2022	**Amount Paid:**	

Remit To: McNeil & Company, Inc
P.O. Box 292
Canajoharie NY 13317

Insured: City of Pryor Creek Fire Department
Re: MEPK09153106

115000006020120IP00005270813000001764300

Invoice

Invoice #:	52709130
Installment #:	Not Applicable
Invoice Date:	08/23/2022
Due Date:	9/22/2022

Insured: City of Pryor Creek Fire Department
PO Box 1167
Pryor, OK 74362

Bill To: City of Pryor Creek Fire Department
PO Box 1167
Pryor, OK 74362

Remit To: McNeil & Company, Inc
P.O. Box 292
Canajoharie, NY 13317
Ph: 1-800-822-3747

Policy MEIM09217806 Eff Date 8/22/2022 Exp Date 8/22/2023 Company Arch Insurance Company

Line Code	Tran Code	Eff Date	Amount
Inland marine (commercial)	Renewal	8/22/2022	$6,446.00
	Invoice Total:		$6,446.00

***** If payment has been sent, please disregard this invoice. *****
***** Pay online at https://payments.mcneilandcompany.com *****

Please Detach and Return Bottom Portion with Payment

Invoice #:	52709130	**Amount Due:**	$6,446.00
Installment #:	Not Applicable		
Due Date:	9/22/2022	**Amount Paid:**	

Remit To: McNeil & Company, Inc
P.O. Box 292
Canajoharie NY 13317

Insured: City of Pryor Creek Fire Department
Re: MEIM09217806

116000006020120IP00005270913000000064460 0

JOHN M. O'CONNOR
ATTORNEY GENERAL

August 15, 2022

James Willyard
Assistant Chief of Police
Pryor Police Department
214 S. Mill
Pryor, Oklahoma 74361

Dear Assistant Chief Willyard,

Thank you for your application to the Attorney General's Safe Oklahoma Grant Program. We received a significant increase in applicants this grant period.

The Pryor Police Department has been awarded **$15,896.18** for the purpose(s) requested in your application.

We are pleased your community is taking advantage of this opportunity. Past grantees have proven their efforts to combat violent crime in their communities with the support of this program's funding, and we are proud to partner with you to help achieve the same goal.

Thank you for your commitment to making your community and our state safe. We look forward to working with the Pryor Police Department. Congratulations on your award for the Safe Oklahoma Grant.

Sincerely,

John O'Connor
Oklahoma Attorney General

313 N.E. 21ST STREET • OKLAHOMA CITY, OK 73105 • (405) 521-3921 • FAX: (405) 521-6246

recycled paper

THE OFFICE OF ATTORNEY GENERAL
2023 SAFE OKLAHOMA GRANT PROGRAM CONTRACT

This agreement is made between the Office of the Attorney General ("OAG") and the **Pryor Police Department** ("Recipient") (hereinafter collectively referred to as the "Parties"). OAG agrees to provide funding to Recipient for the purposes provided in Appendix A of this contract and in accordance with the terms and conditions provided in this contract. Recipient agrees to carry out the purposes for funding provided in Appendix A timely and in good faith and to abide by all terms and conditions of this contract.

1. AMOUNT AND PURPOSE OF FUNDS

    a. OAG is providing **$15,896.18** to Recipient. The terms of use for the funds are more fully described in Appendix A.

2. AVAILABILITY OF FUNDS

    a. Payment pursuant to this contract is to be made only from monies appropriated to the Office of Attorney General (OAG) by the Oklahoma Legislature for the Safe Oklahoma Grant Program established in Title 74, Section 20k of Oklahoma Statutes. Notwithstanding any other provisions, payments to the Recipient by OAG are contingent upon sufficient appropriations being made by the Oklahoma Legislature. We may terminate our obligation under this contract if sufficient appropriations are not made available by the Legislature. OAG may take any action necessary in accord with such determination.

3. TERM OF CONTRACT

    a. The term of the contract begins the date that funds are received by the Recipient.

    b. The term of this contract shall expire twelve (12) months from the date of a receipt of funds unless otherwise agreed in Appendix A or an extension is granted by OAG in writing. The date of receipt of funds by Recipient shall be used as a time reference date for purposes of reporting.

c. If the funds are not fully spent by the expiration of this contract, Recipient shall return all unencumbered funds to OAG, unless an extension is granted by OAG in writing.

4. MODIFICATION AMENDMENT

a. This contract is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by OAG.

b. Revisions to the contract and any attachment in Appendix A, which is part of this contract, must be approved in writing in advance by OAG.

c. A waiver by OAG to any provision in this contract must be signed and in writing by OAG.

5. OAG PERFORMANCE

a. In accordance with the terms of this contract, the OAG will provide funding for the project up to the total amount detailed in Appendix A. **Funding will be dispersed only upon receipt of an invoice received by OAG from Recipient for the full amount of the awarded funds.**

6. RECIPIENT PERFORMANCE

a. Recipient agrees to perform those duties, obligations and representations contained in this contract and Appendix A, and to be bound by the provisions of this contract and Appendix A, and all amendments thereto, which were submitted to OAG.

b. In no event shall any subcontract or subcontractor of the Recipient incur obligation on the part of OAG or beyond the terms of Appendix A of this contract.

c. Recipient shall commence implementation of the project described in Appendix A within sixty (60) days from the date of receipt of funds unless otherwise agreed to in Appendix A or in writing by OAG.

d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Safe Oklahoma Grant Program.

7. FUNDING TO RECIPIENT

a. **Funding will be dispersed only upon receipt of an invoice received by OAG from Recipient for the full amount of the awarded funds.**

b. Funds made available shall be used only for the purposes and expenses approved by OAG under this contract. These funds are distributed to Recipient who shall be responsible for the payment of all expenses incurred by Recipient in performing

under this contract. The funds provided to the Recipient shall be expended only for expenses incurred during the term of this contract as specified in Appendix A and shall not be expended for expenses incurred prior to, or after, the term of this contract.

c. Funds made available to Recipient under this grant shall be used to supplement, and not supplant, other funds expended to carry out activities of the Recipient.

8. EMPLOYEE BENEFITS

a. Recipient acknowledges that the grant funds used to pay overtime are to pay for time worked and not to be used to pay the associated benefits an employee is entitled to in addition to payment for overtime hours worked.

b. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.

c. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. OAG shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's subcontractors or vendors.

9. CERTIFICATIONS BY RECIPIENT

Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.

10. NO-CONFLICT COVENANT

Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this contract. Recipient further covenants that no employee of OAG received anything of value in connection to this contract.

11. NON-COLLUSION

a. The Parties certify that neither has been a party to any collusion among applicants to the Safe Oklahoma Grant Program, collusion with any state official or employee in the awarding of this grant, or in any discussions with any applicants or state officials concerning the exchange of anything of value for special consideration in awarding this grant.

b. Recipient has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, directly or indirectly, in the procuring of this contract.

c. No person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this contract.

12. PUBLICATIONS AND OTHER MATERIALS

Any material produced in whole or in part as a result of this contract may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish, disclose, distribute and otherwise use any reports, data or other materials prepared under this contract.

13. PROCUREMENT

Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with contract funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

14. RECORDS, REPORTS, DOCUMENTATION

a. Recipient shall provide a Quarterly Report every three (3) months to OAG of funds dispersed during the term of this contract and a report detailing the progress of the project. The reporting period shall commence on the date of the receipt of funds. Reports shall be due within two (2) weeks of the end of the reporting period. The reports shall include, but not be limited to, the following information:

   i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
   ii. An explanation of what was funded under item i. above;
   iii. The remaining balance of the funds provided under this contract;
   iv. An explanation of measurement and evaluation tools used to track progress and results;
   v. An explanation of any observed change in violent crime rates or trends as a result of this project; and
   vi. A brief narrative of the results, successes, and other observations from this reporting period.

b. The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly account for all project funds. Recipient shall make these records available to OAG upon request.

c. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this contract for a period of five (5) years from the ending date of this contract. Upon reasonable notice, OAG, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to the project funds for purpose of audit and examination, at Recipient's premises during normal business hours. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Recipient agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

d. Recipient shall provide any status updates during the term of this contract to OAG upon request.

15. CLOSING OUT OF CONTRACT

a. Recipient shall promptly return to OAG any funds received under this contract that are not expended for the agreed purposes under this contract in Appendix A.

b. Recipient shall submit any closeout documents showing proof of completion of the terms of this contract to OAG.

c. Recipient agrees to provide any additional information required by OAG after the expiration of this contract for the purpose of showing completion and results of the project.

16. DISPUTE RESOLUTION, INTERPRETATION, REMEDIES, VENUE, AND CHOICE OF LAW

a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this Agreement.

b. This contract shall be construed and interpreted pursuant to Oklahoma law.

c. Venue for any disagreement or cause of action arising under this contract shall be Oklahoma County, Oklahoma.

17. TERMINATION OR SUSPENSION

a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

b. This contract may be terminated or suspended by OAG in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:

   i. Recipient fails to commence implementation of the terms of this contract within 60 days or as otherwise agreed in writing or in Appendix A.

   ii. Recipient fails to comply with the terms of this contract or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this contract.

   iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.

   iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this contract.

c. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension.

18. ENTIRE AGREEMENT

This Agreement, together with Appendix A, constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

19. HEADINGS

Titles of parts or sections of this Agreement are inserted for convenience only and shall be disregarded in construing or interpreting the provisions of the Agreement.

20. SEVERABILITY

If any provision of this contract is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract that can be given effect.

21. COUNTERPARTS

The Parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page delivered by facsimile machine or electronic mail (including any pdf format) shall be binding to the same extent as an original signature page.

22. POINT OF CONTACT

Correspondence and contact to the OAG shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Sarah Gass	Secondary Contact Name: Dane Towery
Title: Victim Witness Coordinator	Title: Deputy Attorney General
Phone Number: (405) 522-3412	Phone Number: 405-522-8965
Email: sarah.gass@oag.ok.gov	Email: dane.towery@oag.ok.gov

Agreed to the _____ day of _____, 2022.

X_____
Larry Lees, Mayor, Pryor

X_____
James Willyard, Assistant Chief of Police, Pryor Police Department

X_____
Lori S. Carter
First Assistant Attorney General, Oklahoma Office of Attorney General

APPENDIX A – Purposes of Funding

The Recipient is required to complete a budget outline for the funds awarded under the terms of this contract and attach as Appendix A.

Appendix A must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds and provide descriptions and overviews of the activities planned. These documents are attached to this contract and incorporated into the terms and requirements of this contract.

Funding is provided solely for the purposes in Appendix A and shall be spent solely on items in Appendix A.

- **$15,896.18** to purchase two promethean boards to facilitate in house officer training focused on violent crime reduction.

2021 Fee Schedule

Green Fees (all day as long as you don't leave the premises)

Weekdays.....$24.50

Weekdays Jr./ Sr.....$14.00

Weekday Twilight.....$12.50

Weekend / Holiday.....$25.50

Weekend / Holiday Twilight.....$13.00

Senior rates are 55 years and older. Rates are for Monday-Friday except Holidays.

Juniors are under 18 - Under 8 play free.

Juniors play free on Tuesday's with a paid adult.

Green Fee (9 Hole)

7 days per week $15.00

7 days per week Jr. $9.00

Cart Rental (per rider)*

9 Holes $9.00

18 Holes.....$14.50

Pull Cart.....$3.50

Private Cart Rental Surcharge (per rider).....$8.00

* Under 8 years old ride free

2022 - 2023 Fee Schedule

Green Fees (all day as long as you don't leave the premises)

Weekdays.....$27.00

Weekdays Jr./ Sr.....$15.50

Weekday Twilight.....$14.00

Weekend / Holiday.....$28.00

Weekend / Holiday Twilight.....$14.50

Senior rates are 55 years and older. Rates are for Monday-Friday except Holidays.

Juniors are under 18 - Under 8 play free.

Juniors play free on Tuesday's with a paid adult.

Green Fee (9 Hole)

7 days per week $16.50

7 days per week Jr. $10.00

Cart Rental (per rider)*

9 Holes $10.00

18 Holes.....$16.00

Pull Cart.....$4.00

Private Cart Rental Surcharge (per rider).....$9.00

* Under 8 years old ride free

ANNUAL GOLF MEMBERSHIP FEES FOR PRYOR GOLF COURSE 2022-2023

Memberships are good for **12** months from the date of purchase.

SENIOR SINGLE
Option 1 Monthly - $54.95 + $3.23 (tax) = **$58.18**
Option 2 Yearly - $568.65 + $33.41 (tax) = **$602.06**
Option 3 Monthly using our Cart - $181.45 + $10.66 (tax) = **$192.11**
Option 4 Yearly using our Cart - $1,946.95 + $114.38 (tax) = **$2,061.33**

SENIOR FAMILY
Option 1 Monthly - $75.95 + $4.52 (tax) = **$81.47**
Option 2 Yearly - $786.45 + $46.20 (tax) = **$832.65**
Option 3 Monthly using our Cart - $204.09 + $11.99 (tax) = **$216.08**
Option 4 Yearly using our Cart - $2,226.35 + $130.80 (tax) = **$2,357.15**

TO BE ELIGIBLE FOR SENIOR STATUS YOU MUST BE 55 AND OVER

SINGLE
Option 1 Monthly - $63.75 + $3.75 (tax) = **$67.50**
Option 2 Yearly - $692.95 + $40.71 (tax) = **$733.66**
Option 3 Monthly using our Cart - $197.95 + $11.63 (tax) = **$209.58**
Option 4 Yearly using our Cart - $2,122.95 + $124.72 (tax) = **$2,247.67**

FAMILY
Option 1 Monthly - $80.25 + $4.71 (tax) = **$84.96**
Option 2 Yearly - $868.95 + $51.05 (tax) = **$920.00**
Option 3 Monthly using our Cart - $229.85 + $13.51 (tax) = **$243.36**
Option 4 Yearly using our Cart - $2,496.95 + $146.70 (tax) = **$2,643.65**

FULL-TIME STUDENT THROUGH 12TH GRADE AND FULL-TIME COLLEGE STUDENT THROUGH THE AGE OF TWENTY-THREE (23) LIVING IN YOUR HOME

JUNIOR
Only Option - $150.65 + $8.85 (tax) = **$159.50**

JUNIOR RATES ARE AVAILABLE FOR STUDENTS THROUGH 12TH GRADE

CORPORATE (3) Members - $2,892.95 + $169.96 (tax) = **$3,062.91**

- Includes Green Fees and Cart anytime.
- Add up to 5 additional members see Corporate Membership Form
- Corporate Members would also receive 20% off Green Fees for guests (excludes tournaments)
- **Must be full-time company employees with benefits**

CART STALL RENTAL –$836.00 - Must use Option 2
TRAIL ON CART – $418.00 - Must use Option 2

Please pay with cash or check.
CREDIT CARD Paper set up fee Add 5% - We accept Mastercard, Visa, Discover and American Express.
All Monthly Memberships are a 12-month contract.

Corporate Membership Application 2022-23

Date of Application: _____ New____ Renewal ____

Place of Business Name:_____

Business Address:_____
(Street) (City) (State) (Zip)

Primary Applicant's Name: _____
Last First Middle Initial

Mailing Address:_____
(Street) (City) (State) (Zip)

E-Mail Address:_____ Phone #_____

Please print clearly the names and phone numbers of ALL people who will be included in your membership. Must be full time company employees. (See Annual Golf Membership Fees sheet for definitions.)

	Pricing	Last, First	Phone Number
		1.	
		2.	
*3 member minimum	$3,062.91	3.	
*Additional members, add $100	$3,162.91	4.	
*Up to, the 5th member	$3,262.91	5.	
*Members 6-9 adds $200 per member	$3,462.91	6.	
	$3,662.91	7.	
	$3,862.91	8.	
	$4,062.91	9.	

READ THE FOLLOWING AND INITIAL:

_____I understand I am purchasing a membership to the PCGC, owned and operated by the City of Pryor Creek. Dues are annually. Annual memberships expire one year from the contract. There will be a 5 day grace period and then my membership will be inactivated. All Prices are subject to change.

____I understand I will be required to complete a liability form to use the facility.
____I agree to abide by all PCGC rules and regulations. Violations may result and revocation of my membership privileges.
____I accept responsibility for my household members and my guests. Furthermore, PCGC has the right to refuse services.
____ PCGC will not be held responsible for any accidents or injuries incurred while on PCGC's premises.

_____
Applicant's Signature

LIABILITY RELEASE FOR MINOR

In signing this release for myself and for any named immediate family member and minor participant(s), I acknowledge and understand as a participant at the Pryor Creek Golf Club (hereinafter PCGC) and/or any other PCGC activity or program, I/we will be exposed to risks of serious bodily injury, sickness or death due to circumstances inherent in the PCGC facilities, activities and programs, including the negligent acts or omissions of others. I acknowledge there are a variety of risks and dangers inherent in recreational activities and facilities. I further, on behalf of myself or any named immediate family member minor participant(s) for whom I am signing, agree to hold harmless the PCGC and the listed persons and entities for any and all cost, liability, expense and claim arising from any act or omission committed by myself or family member for whom I am signing for. I and whom I am signing for, agree to follow all facility, activity or program rules and regulations, and realize that my right to participate may be terminated by the PCGC at any point in time for not adhering to said rules and regulations. The PCGC does not issue refunds for memberships that have been terminated. The PCGC reserves the right to rule on any matter not specifically covered in Membership Contract, and to change policies as necessary.

_____ _____ _____

Participant's Name Print Participant's Age Date

_____

Participant's Signature or Parent or
Guardian Signature if participant under 18

L&M Office Furniture
your workplace is our business

Move Management Proposal

L&M Tulsa
12424 East 55th St
Tulsa, OK 74146-6224
Phone: 918-664-1010

Order Number	28728
Date	08/30/2022
Customer PO No	
Customer Name	City of Pryor Creek
Salesperson	Tom Tatro
Project Name	
Terms	NET 15 DAYS
Page	1 of 2

BILL TO
City of Pryor Creek
12 N Rowe St
City Hall
Pryor, OK 74361

ATTN: Cari Rerat
Phone: 918-825-0777
Email: reratc@pryorlibrary.org

SHIP TO
Thomas J Harrison Pryor Public Library
505 E Graham Ave
Pryor, OK 74361-3828

ATTN: Cari Rerat
Phone: 918-825-0777
Email: reratc@pryorlibrary.org
Cell: 417-438-7792

Line	Qty	Description	Unit Price	Extended Amount
1	1.00 Job	L&M - Labor Tulsa MOVE MANAGEMENT Labor to disassemble, transport, reassemble existing bookcases at Graham Community Center, 6 N Adair St, to remodeled library. Move approximately 481 boxes of books to be packed by library staff. Move adjacent furniture pieces including three desks and seating to indicated rooms in remodeled library. Move two cabinets on casters, refrigerator, various bookcarts, furniture at Graham entrance. We will leave 10 book carts at the remodeled space for library staff to use to rearrange existing collection (we will use the same carts to move the packed boxes of books).Move date November 9, 2022	6,100.00	6,100.00

Order Sub-Total : $6,100.00

TOTAL ORDER : $6,100.00

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: _____ **Name:** _____ **Title:** _____ **Date:** _____

L&M Office Furniture
your workplace is our business

Move Management Proposal

L&M Tulsa
12424 East 55th St
Tulsa, OK 74146-6224
Phone: 918-664-1010

Order Number	28728
Date	08/30/2022
Customer PO No	
Customer Name	City of Pryor Creek
Salesperson	Tom Tatro
Project Name	
Terms	NET 15 DAYS
Page	2 of 2

Terms & Conditions

Quotes: Special Order product will require a 50% Deposit or written Purchase Order from *Open Accounts* (those Accounts with prior credit approval). Written quotes are valid for 30 days unless otherwise noted and product is subject to all applicable Sales Taxes.

Deliveries: Customers requesting Delivery are expected to provide all building condition information pertinent to ensuring an effective and safe installation. Besides Floors, Stairs, Elevators and Doorway information, the area is expected to be empty and ready to receive the furniture delivery. Orders requiring Storage of more than 30 days will be charged a Storage Fee determined by the volume of product. Moving of existing furniture is not part of a normal delivery and can delay or postpone the delivery! If time allows, the moving of existing furniture will incur additional charges. Delivery and Installation unless otherwise noted will be completed during normal business hours: Monday-Friday 8:00am to 5:00pm

Terms: Payment Terms for *Open Accounts* are Net 15 Days Cash or Check. Credit Card payment must be approved in advance. Delinquent payments will be accessed a “late fee” based on the total value of the Invoice(s) of 1% per month (any portion of a month constitutes one month).

Warranty: Manufacturer warranty information is available upon request. Customer should inspect the goods subject to this transaction and rely on his/her own experience and judgment regarding the quality, use and usefulness of the goods. Most manufacturers may replace product/parts at no charge, but transportation of goods is not included. Customers requesting delivery or pick-up will incur a delivery fee.

Used Product: Used furniture is sold “As Is” there is no implied warranty and these items are non- returnable.

Customers purchasing products marked “Used”, “As Is” or “Discontinued” understand and acknowledge that all warranties of any type and nature are disclaimed by the manufacturer and L&M, including express warranties and implied warranties of merchantability, fitness for a particular purpose and usage of trade, in exchange for the Customer’s special price consideration.

Returns: Signed customer Purchase Orders or deposits are considered intent to purchase, and are binding for special order product. Special ordered items are NOT returnable.

Date:_____ By:_____

Company Name:_____ Acct #:_____

Call us anytime
918-924-6683

INVENTORY SIGN

Quote #2100 Not Booked

Your Move Estimate

Starting on November 9, 2022

Arrival window To Be Determined

$6,934.11

Commercial Office

4472.45 cuft / 31307.15 lbs

Estimated 13hr 15min, 8hr minimum

Estimate for 4 truck & 8 crew

Non-Binding Estimate

Moving Consultant

Patrick Norris

patricknorris@movethatstuff.com
918-924-6683

Your Info

Cari Rerat, Director

reratc@pryorlibrary.org
918-825-0777 (Office)

Origin

6 N Adair St
Pryor Creek , Oklahoma 74361

House • 0 flights of stairs

1mi

Destination

505 E Graham Ave
Pryor Creek , Oklahoma 74361

House • 0 flights of stairs

Important: Your total move time is an estimate. At job completion you will be charged only for the time used based on the number of movers assigned to your job. Estimates are influenced by the information provided, to include stairs or elevators at all locations, and the listed inventory including accurate box counts. If the crew has to walk more than 100 feet between the truck and entry to your residence, please let us know. Job minimum time per number of movers: 2 movers - 2 hours | 3 movers - 4 hours | 4 movers - 6 hours | 5 movers - 8 hours | 6 movers - 10 hours.

Job / Activity Schedule

Moving

11/9/2022 (Arriving: To Be Determined)

Moving Labor (8 crew, 4 trucks) 13h 15m @ $480.00/hr (4 trucks, 8 crew)	$6,360.00
4 Trucks	$574.11

Estimated Subtotal	$6,934.11
Estimated Balance	**$6,934.11**

Attachments

Understanding Valuation and Insurance
Click to view

Packing Materials Pricing
Click to view

Specialty Items
Click to view

1. No fuel or travel charges on local moves with total driving distance under 50 miles. Please note that for moves over 50 miles (long distance moves), move time includes travel time to your move, between your move locations, and travel back to our location. .
2. Time starts and ends at your location, not ours.
3. Disassembly of beds and tables included, appliances connected as part of the service.
4. Furniture blankets included to wrap and protect your items.
5. Tape, shrink wrap, TV boxes, mattress bags, boxes and other disposable materials are an additional charge. Unless listed on your estimate above, they are not included. However movers may use these materials to protect your items where necessary to ensure a safe move and charge accordingly.

materials to protect your items where necessary to ensure a safe move and charge accordingly.

6. Please note that jobs conducted over multiple days will be charged at the end of each days job, based on the charges for that day to the credit card on file. If you wish to pay by credit card please ask the driver.
7. Deposits: A deposit is required to book your move. Your deposit is refundable when your move is cancelled in writing and receive a response, no later than 72 hours before your move begins (email getmoving@movethatstuff.com). Customers that fail to pay their deposit when booking may lose their move slot.

Powered by SmartMoving

ESTIMATE/ORDER FOR SERVICE/INVENTORY Move ID : 9355783

Customer	Estimator	Carrier
Cari Rerat/Pryor,Public,Library reratc@pryorlibrary.org 417-438-7792 **FROM:** 6, N Adair St Pryor, OK 74361 **TO:** 505 East Graham Ave Pryor, OK 74361 **Customer ID** 9355783 **Moving Date** 11/09/2022	**Nick Belshaw** nbelshaw@allmysons.com 2400 Old Mill Road Carrollton, TX 75007 Cell: 405-353-2239 Office: 918-621-1102	**All My Sons Moving & Storage of Tulsa, LLC** 3158 South 108th East Avenue Suite 280 Tulsa, OK 74146 **Orig Agent** All My Sons Moving & Storage of Tulsa, LLC **Dest Agent** All My Sons Moving & Storage of Tulsa, LLC **DOT:** 1603843 **DMV:** CERT. NO. 172072692108 **MC:** 614789
Estimate 08/22/2022	**Load/Pickup** 11/10/2022	**Delivery** 11/09/2022

Non-Binding: FINAL CHARGES WILL BE BASED ON ACTUAL HOURLY LABOR, TRAVEL, MATERIALS AND OR SERVICES PERFORMED. THIS PROPOSAL IS COMPLETE WITHOUT THE NUMBER OF HOURS NECESSARY TO PERFORM THE TRANSPORTATION AN RELATED SERVICES AS ITS BASED ON AN HOURLY RATE. ADDITIONAL ITEM S AND SERVICES REQUESTED WILL RESULT IN ADDITIONAL COSTS AND AN ADDENDUM FOR ADDITIONAL SERVICES REQUESTED OR REVISED ESTIMATE.

Forms of accepted Payments: Credit Cards, Debit Cards or Cash.

LOCAL TRANSPORTATION & LABOR:	Hours and Hourly Rate	Estimated Labor and Transportation Totals
Loading: 2 Van(s), 6 Men	8 X $ 330.00	**$ 2640.00**
Unloading: 2 Van(s), 6 Men	8 X $ 330.00	**$ 2640.00**
Travel	2 X $ 330.00	**$ 660.00**
Fuel		**$ 600.00**
Additional Charges		**$ 0.00**
Reason for Additional Charges		
Additional Declared Valuation Coverage Premium (Not Selected)		**0.00**
Packing Date and Details :		
Materials		**$ 274.00**
ABF		**$ 0.00**
3rd Party Service		**$ 0.00**

TOTAL ESTIMATED BASED ON WEIGHT OF.....22575 LB

Total Cost : $ 6814.00

Remarks:

CUSTOMER'S DECLARATION OF VALUE (Must Select Option 1 or Option 2)

☑ **OPTION 1: Standard Valuation 60 cents per pound per Article:**

If any article is lost, destroyed, or damaged while in the mover's custody, the mover's liability is limited to SIXTY CENTS($ 0.60) per pound per article, based on the actual weight of the lost, destroyed, or damaged article.This is the movers standard level of valuation and is provided at no charge with no deductible.

Customers Signature Option 1 **Date: 08/22/2022 Acceptance of Standard Valuation, No Additional Cost.**

Total Cost : $6814.00

☐ **OPTION 2: Additional Declared Valuation Coverage (OPTIONAL & ADDITIONAL COST):**

If any article is lost, destroyed, or damaged while in the mover's custody, the mover will either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you for the cost of such replacement, subject to the terms and conditions of the contract. Deductible & Premium below apply.

You must write the lump sum of declared dollar value below:

The Replacement Value of my shipment is: $_____

****Premiums = $25.00 per $1,000.00 of Valuation (Example $30, 000 = 30 X $25 or $750 Premium) ****

Additional Costs: Premium & Deductible below apply to Option 2:

(Deductible of: $750)

Premium: $_____ I accept this additional premium to be added to my move total.

Customers Signature Option 2: . Date: 08/22/2022 Acceptance of Declared Value & Additional Costs.

ORDER FOR SERVICE

I accept the above estimate by All My Sons Moving & Storage of Tulsa (AMS) I understand that by accepting this estimate, I am entering into a contract with AMS to perform the work described in the estimate.

This is an estimate only. Actual charges will be based upon services provided.

Customer Date 08/22/2022

Agent for Carrier
Date 08/22/2022

THE SHIPPER (OR HIS REPRESENTATIVE) BY HIS SIGNATURE HEREBY ORDERS THE SERVICES OUT-LINED HEREIN TO BE PERFORMED ON HIS BEHALF; AND FURTHER ACKNOWLEDGES THAT ALL ARRANGEMENTS REGARDING CONTACT WHILE EN ROUTE AND/OR AT DESTINATION, METHOD OF PAYMENT, AND NOTIFICATION OF CHARGES ARE AS DESIGNATED BY HIM.

ESTIMATE/ORDER FOR SERVICE/INVENTORY Move ID : 9355783

Customer	Estimator	Carrier
Cari Rerat/Pryor,Public,Library reratc@pryorlibrary.org 417-438-7792 **FROM:** 6, N Adair St Pryor, OK 74361 **TO:** 505 East Graham Ave Pryor, OK 74361 **Customer ID** 9355783 **Moving Date** 11/09/2022	**Nick Belshaw** nbelshaw@allmysons.com 2400 Old Mill Road Carrollton, TX 75007 Cell: 405-353-2239 Office: 918-621-1102	**All My Sons Moving & Storage of Tulsa, LLC** 3158 South 108th East Avenue Suite 280 Tulsa, OK 74146 **Orig Agent** All My Sons Moving & Storage of Tulsa, LLC **Dest Agent** All My Sons Moving & Storage of Tulsa, LLC **DOT:** 1603843 **DMV:** CERT. NO. 172072692108 **MC:** 614789

Estimate 08/22/2022 **Load/Pickup** 11/10/2022 **Delivery** 11/09/2022

Office

ARTICLE	QUANTITY	ARTICLE	QUANTITY
3.0 Carton (PBO)	600	Desk, Office (AMS)	7
Desk Chair (AMS)	7	Bookcase (AMS)	34
Bookshelf (AMS)	2	Cart (AMS)	6
Filing Cab. 4 Door (AMS)	2	Cabinet (AMS)	2
Fridge (AMS)	1		

item count 661

22575 Pounds TOTAL ITEM COUNT.....661

TOTAL ESTIMATED BASED ON WEIGHT OF.....22575 LB

SHIPPERS'S REPRESENTATIVE Date 08/22/2022 CARRIER'S SIGNATURE NB Date 08/22/2022

THE CARRIER, BY SIGNATURE OF ITS REPRESENTATIVE, HEREBY ACCEPTS THIS ORDER FOR SERVICES AND AGREES TO PERFORM THE SERVICES OUTLINED HEREIN AND TO COMPLY WITH SUCH OTHER ARRANGEMENTS AS ARE SPECIFIED.

USDA

United States Department of Agriculture

RECEIVED
AUG 26 2022
BY:

United States Department of Agriculture

Marketing and Regulatory Programs

PO Box 36295
Oklahoma City, OK 73136

2800 N. Lincoln Blvd
Oklahoma City, OK 73105

August 22, 2023

RE: USDA Cooperative Agreement

To Whom It May Concern

Enclosed you will find the cooperative agreement with USDA Wildlife Services. Please review and return the signed agreement to our office.

If you do not wish to renew the agreement for this year or have any questions, please contact our office at 405/522-5483 or by email at john.t.hicks@usda.gov

Respectfully,

Tyler Hicks
Budget Analyst
USDA Wildlife Services

An Equal Opportunity Provider and Employer

WS Agreement Number: 23-7340-7220-RA
WBS: AP.RA.RX40.73.0085
[optional] Cooperator PO: _____

RECEIVED
AUG 26 2022

COOPERATIVE SERVICE AGREEMENT
between
City of Pryor and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353. , to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment upon receipt of invoice to "USDA, APHIS" in the amount of $ 5,000.00.
2. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
3. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
6. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

ARTICLE 6

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).
This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become October 1, 2022, and shall continue until September 30, 2023. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:
Cooperator's Tax ID No. (unless Over-the-Counter CSA): _____
APHIS-WS's Tax ID: 41-0696271

Cooperator Name/signer, Address
City of Pryor
Lisa Malone
PO Box 1167
Pryor, OK 74362

Cooperator's Signature Date

APHIS-WS State Office/signer, Address
Scott Alls
USDA Wildlife Services
2800 N Lincoln Blvd
Oklahoma City, OK 73105

APHIS-WS State Director's Signature Date 8-22-22

Prepared by: Tyler Hicks

WORK PLAN

Wildlife Species: Beavers and Feral Pigeons

Description of Damage: Removal of feral pigeons and beavers that is damaging property and creating potential human health and safety hazard.

Location: City of Pryor Creek, OK

Services Provided: WS employees will respond in a timely manner to complaints from City of Pryor Creek personnel and implement an integrated wildlife damage management approach using effective management strategies and tools to resolve the immediate beaver or feral pigeon conflict. WS will utilize all legal and approved methods. Approval of methods will be provided via Work Initiation Document to be completed by Wildlife Services.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		$3,000.00
Travel		
Vehicles		
Other Services		
Supplies and Materials		$932.36
Equipment		
Subtotal (Direct Charges)		$3,932.36
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	$432.56
Indirect Costs	16.15%	$635.08
Aviation Flat Rate Collection		
Agreement Total		$5,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: $5,000.00		

Financial Point of Contact/Billing Address [as appropriate]:

Cooperator Name, Address, Phone Number, Email

City of Pryor
Lisa Malone
PO Box 1167
Pryor, OK 74362
918/825-6577
malonel@pryorcreek.org

APHIS-WS State Office Name, Address, Phone Number, Email

Tyler Hicks

USDA Wildlife Services

2800 N Lincoln Blvd
Oklahoma City, OK 73105
405/522-5483
John.T.Hicks@usda.gov

USDA APHIS Wildlife Services WR Office

Keith Wehner, WS Regional Director