NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on April 21, 2025, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool City Council will be assembled for the meeting at the City Council Chambers, 12205 S. Yukon Ave, Glenpool, Oklahoma. Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:
Join Zoom Meeting
https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09
Meeting ID: 897 5355 5435
Passcode: 974088
One tap mobile
+13462487799, US (Houston)
+14086380968, US (San Jose)
Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
Meeting ID: 897 5355 5435
Passcode: 974088
Find your local number: https://us02web.zoom.us/u/kdrY6w7ABX

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf and email it to the City Clerk: lasmith@cityofglenpool.com **PRIOR TO 6:00 PM, APRIL 21, 2025.**

AGENDA

Page

A) **Call to Order - Joyce G. Calvert, Mayor**

B) **Roll Call, Declaration of Quorum – Lesli Smith, City Clerk; Joyce G. Calvert, Mayor**

C) **Invocation –Dexter Smith of United Pentecostal Church in Glenpool**

D) **Pledge of Allegiance – Joyce G. Calvert, Mayor**

E) **Administration of Oath – Lesli Smith, City Clerk**

F) **Management Report**

G) **Mayor Report – Joyce G. Calvert, Mayor**

H) **Council Comments**

I) **Public Comments**

J) **Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)**

1) To approve the minutes from the April 7, 2025, meeting. 3 - 35

City Council Regular Meeting - 07 Apr 2025 - Minutes - Pdf

2) To approve the terms and conditions agreement with the State of Oklahoma Office of Homeland Security for participation in the State and Local Cybersecurity Grant Program in the amount of $14,057.00, and to authorize Police Chief Jeremy Plane to execute all grant related documents as the designated signatory. 36 - 54

Homeland Security Grant terms and conditions and Staff report

K) **Consideration and appropriate action relating to items removed from the Consent Agenda**

L) **Scheduled Business**

1) Discussion and possible action to elect Mayor.
(Joyce G. Calvert, Mayor)

2) Discussion and possible action to elect Vice-Mayor.
(Mayor)

3) Discussion and possible action to approve or deny the recommendation to the Tulsa County Board of Commissioners that Trustee Tim Fox should be reappointed to the GEMS Board for an additional five-year term, expiring May 31, 2030. 55
(David Tillotson, City Manager)

GEMS Tim Fox Trustee Appointment Staff Report

M) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on April 17, 2025, at 5:30 pm.
Signed: Lesli Smith
City Clerk

MINUTES
City Council Regular Meeting
Monday, April 7, 2025 Council Chambers 6:00 PM

COUNCIL PRESENT: Tim Fox
Jacqueline Triplett-Lund
Joyce Calvert
Chris Brobst
Shayne Buchanan

COUNCIL ABSENT:

STAFF PRESENT: David Tillotson
Lesli Smith
Lea Ann Reed
Joe Wuest

STAFF ABSENT:

Page

A) Call to Order - Joyce G. Calvert, Mayor
Mayor Calvert called the meeting to order at 6:01 p.m.

B) Roll Call, Declaration of Quorum – Lesli Smith, City Clerk; Joyce G. Calvert, Mayor
Lesli Smith called the roll; Mayor Calvert declared a quorum present. Eric Nelson, Attorney, of Rosenstein, Fist & Ringold, were also in attendance.

C) Invocation –Rebecca Weston of St. James Presbyterian Church in Jenks
Joe Wuest gave the invocation.

D) Pledge of Allegiance – Joyce G. Calvert, Mayor

E) Management Report
Mr. Tillotson expressed his gratitude to all participants of the city-wide cleanup day and subsequently introduced Public Works Director Jesse Hale to provide an update on recent Arbor Day activities. Director Hale informed the council that during the cleanup effort, in conjunction with the Arbor Week Celebration, 30 dumpsters were utilized to dispose of approximately 210 pounds of solid waste, including paint, sharps containers, and batteries.

MINUTES SUPPLEMENT PACKET Arbor Week Review 10 - 15

MINUTES SUPPLEMENT PACKET Community Cleanup Review

F) Mayor Report – Joyce G. Calvert, Mayor

There was no official mayor report, however, Mayor Calvert did express her congratulations to Chris Brobst on his reelection. She then read a blog post on elections and public service.

G) Council Comments

Councilor Chris Brobst extended his heartfelt gratitude to all citizens who participated in the recent municipal elections. He also expressed his appreciation to those who supported his re-election through their votes, acknowledging their role in securing his continued service.

Vice Mayor Jacqueline Triplett-Lund reminded the community that GPS will hold in-person sessions on the next two Fridays to make up for snow days missed earlier in the year.

H) Public Comments

There were no public comments.

I) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)

1) To approve the minutes from the March 17, 2025, meeting.

2) To approve the service agreement with Lexipol for $2,846.80 for FY 2025-2026.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

	For	**Against**	**Abstained**	**Absent**
Joyce Calvert	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
Shayne Buchanan	x			
	5	0	0	0

To approve the consent agenda.

CARRIED.

J) Consideration and appropriate action relating to items removed from the Consent

Agenda
There were no items removed from the consent agenda.

K) Scheduled Business

1) Discussion and possible action to approve, modify, or deny Resolution #2025008, a Resolution of the City of Glenpool regarding proposed state-mandated restriction of municipal sewer sludge or biosolids disposal and the City of Glenpool's opposition to the passing of Oklahoma Senate Bill SB003. (David Tillotson, City Manager) 16 - 18

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

	For	**Against**	**Abstained**	**Absent**
Joyce Calvert	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
Shayne Buchanan	x			
	5	0	0	0

To approve Resolution #2025008, a Resolution of the City of Glenpool regarding proposed state-mandated restriction of municipal sewer sludge or biosolids disposal and the City of Glenpool's opposition to the passing of Oklahoma Senate Bill SB003.

CARRIED.

MINUTES SUPPLEMENT PACKET Senate Bill No. 3 Biosolids

2) Discussion and possible action to approve, deny or amend the proposed Ordinance No. 826. AN ORDINANCE CREATING A NEW SECTION OF THE CITY CODE OF THE CITY OF GLENPOOL, OKLAHOMA TO BE CODIFIED AS SECTION 1-9E-12 OF CHAPTER 9 OF TITLE 1 OF THE GLENPOOL CITY CODE REGARDING INSPECTION, TESTING AND MAINTENANCE REPORTS FOR FIRE SUPPRESSION, FIRE DETECTION AND LIFE SAFETY EQUIPMENT SYSTEMS; REPEALING CONFLICTING ORDINANCES; CONTAINING A PARTIAL INVALIDITY SAVINGS CLAUSE; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO. (Paul Newton, Fire Chief)

Moved by Joyce Calvert, seconded by Tim Fox

	For	**Against**	**Abstained**	**Absent**
Joyce Calvert	x			
Tim Fox	x			

Chris Brobst	x			
Jacqueline Triplett-Lund	x			
Shayne Buchanan	x			
	5	0	0	0

To approve the proposed Ordinance No. 826. AN ORDINANCE CREATING A NEW SECTION OF THE CITY CODE OF THE CITY OF GLENPOOL, OKLAHOMA TO BE CODIFIED AS SECTION 1-9E-12 OF CHAPTER 9 OF TITLE 1 OF THE GLENPOOL CITY CODE REGARDING INSPECTION, TESTING AND MAINTENANCE REPORTS FOR FIRE SUPPRESSION, FIRE DETECTION AND LIFE SAFETY EQUIPMENT SYSTEMS; REPEALING CONFLICTING ORDINANCES; CONTAINING A PARTIAL INVALIDITY SAVINGS CLAUSE; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

CARRIED.

3) Discussion and possible action to approve or deny an Emergency Clause for Ordinance No. 826.
(Paul Newton, Fire Chief)

Moved by Joyce Calvert, seconded by Chris Brobst

	For	**Against**	**Abstained**	**Absent**
Joyce Calvert	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
Shayne Buchanan	x			
	5	0	0	0

To approve an Emergency Clause for Ordinance No. 826.

CARRIED.

4) Discussion and possible action to approve, amend or deny accepting a service agreement with Inspection Reports Online (IROL) for the inspection, testing and maintenance program for the tracking of fire system deficiencies.
(Paul Newton, Fire Chief)

Moved by Chris Brobst, seconded by Jacqueline Triplett-Lund

	For	**Against**	**Abstained**	**Absent**
Joyce Calvert	x			
Tim Fox	x			

Chris Brobst	x			
Jacqueline Triplett-Lund	x			
Shayne Buchanan	x			
	5	0	0	0

To approve accepting a service agreement with Inspection Reports Online (IROL) for the inspection, testing and maintenance program for the tracking of fire system deficiencies.

CARRIED.

5) Discussion and possible action to approve, amend or deny the proposed Architectural Construction Services Agreement and addendum to AIA Document B101-2017 with Helms and Associates for a cost of $285,000.00 for FY 2025-2026.
(Paul Newton, Fire Chief)

Moved by Joyce Calvert, seconded by Tim Fox

	For	**Against**	**Abstained**	**Absent**
Joyce Calvert	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
Shayne Buchanan	x			
	5	0	0	0

To approve the proposed Architectural Construction Services Agreement and addendum to AIA Document B101-2017 with Helms and Associates for a cost of $285,000.00 for FY 2025-2026.

CARRIED.

6) Discussion and possible action to select and vote for two candidates to fill a three-year term to the Oklahoma Municipal Assurance Group Board of Trustees.
(David Tillotson, City Manager)

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

	For	**Against**	**Abstained**	**Absent**
Joyce Calvert	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			

Shayne Buchanan	x			
	5	0	0	0

To select Vickie Patterson, City Manager, Broken Bow (Incumbent) and Julie Casteen, City Manager, Coweta and vote for these candidates to fill a three-year term to the Oklahoma Municipal Assurance Group Board of Trustees.

CARRIED.

7) Discussion and possible action to approve, amend, or deny an extension of the Temporary Construction Easement Agreement between Dan and Karren Barrett and the City of Glenpool, to facilitate the City's construction of the Glenpool Wastewater Treatment Facility project and other related improvements in the vicinity of the temporary easement property.
(David Agbetunsin, City Engineer)

Prior to the motion and vote on scheduled business item #7, Mayor Calvert addressed those in attendance to formally express her and the council's sincere appreciation to the Barrett Family for their ongoing partnership and support, which have been instrumental in facilitating the continued construction of the new Glenpool Wastewater Treatment Facility

Moved by Chris Brobst, seconded by Joyce Calvert

	For	**Against**	**Abstained**	**Absent**
Joyce Calvert	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
Shayne Buchanan	x			
	5	0	0	0

To approve an extension of the Temporary Construction Easement Agreement between Dan and Karren Barrett and the City of Glenpool, to facilitate the City's construction of the Glenpool Wastewater Treatment Facility project and other related improvements in the vicinity of the temporary easement property.

CARRIED.

8) Public Hearing for the purpose of receiving public comments, if any, on the proposed FY 2025-2026 Annual Budget. 19 - 33
a. Open Public Hearing – Joyce G. Calvert, Mayor
b. Presentation of Proposed Budget – Josh Brannon, Finance Director
c. Facilitate Public Comments – Joyce G. Calvert Mayor

d. Close Public Hearing – Joyce G. Calvert, Mayor

Mayor Calvert opened the Public Hearing at 6:49 p.m.
Josh Brannon, Finance Director, explained that the purpose of the public hearing was to give any interested person the opportunity to express their views on the FY 2025-2026 Annual Budget.
Director Brannon presented the proposed Annual Budget for FY 2025-2026.
Mayor Calvert opened the hearing for public comments; however, no comments were made by members of the public.
Mayor Calvert closed the Public Hearing at 7:13 p.m.

MINUTES SUPPLEMENT PACKET City Budget

9) Discussion and possible action to enter into Executive Session for the purposes of (A) conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the City of Glenpool because public disclosure of the matter discussed would interfere with the development of products or services and would violate the confidentiality of such business, pursuant to 25 O.S. § 307.C.11 of the Open Meeting Act; and (B) for the purpose of discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act) and (C) discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of David Tillotson, an individual salaried employee, in accordance with 25 O.S. § 307.B.1. (Open Meeting Act), to wit, discussion of annual evaluation and contract provisions.
(David Tillotson, City Manager), (Joyce G. Calvert, Mayor)

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

	For	**Against**	**Abstained**	**Absent**
Joyce Calvert	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
Shayne Buchanan	x			
	5	0	0	0

To enter into Executive Session for the purposes of (A) conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the City of Glenpool because public disclosure of the matter discussed would interfere with the development of products or services and *would violate the confidentiality of such business, pursuant to 25 O.S. § 307.C.11 of the Open Meeting Act; and (B) for the purpose of discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act) and (C) discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of David Tillotson, an individual salaried employee, in accordance with 25 O.S. § 307.B.1. (Open Meeting Act), to wit, discussion of annual evaluation and contract provisions.*

Mayor Calvert recessed into Executive Session at 7:15 p.m.

CARRIED.

10) Reconvene into regular session.
(Mayor Calvert)

Moved by Joyce Calvert, seconded by Chris Brobst

	For	**Against**	**Abstained**	**Absent**
Joyce Calvert	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
Shayne Buchanan	x			
	5	0	0	0

Council reconvened from Executive Session at 9:30 p.m.

CARRIED.

11) Discussion and possible action to approve or deny (A) an increase in base salary and fringe benefits; and (B) a performance incentive bonus for David Tillotson, City Manager, as required by Sections 6 and 7 of the Amended and Restated City Manager Employment Contract.
(Joyce G. Calvert)

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

	For	**Against**	**Abstained**	**Absent**
Joyce Calvert	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			

Shayne Buchanan	x			
	5	0	0	0

To approve the awarding of a performance incentive bonus in the amount of $20,000.00 to City Manager David Tillotson.

CARRIED.

12) Discussion and possible action to approve or deny proposed changes, if any, to the Amended and Restated City Manager Employment Contract.
(Joyce G. Calvert)

No motion was made, and no vote was taken on scheduled business item #12.

L) Adjournment

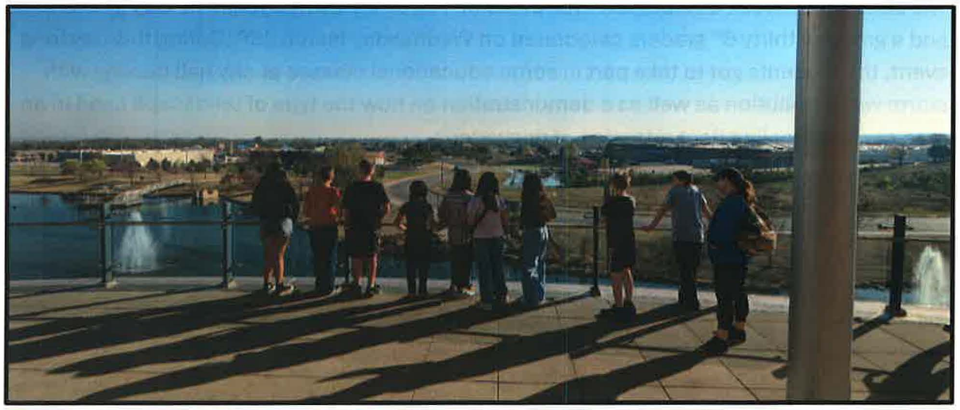
The meeting was adjourned at 9:32 p.m.

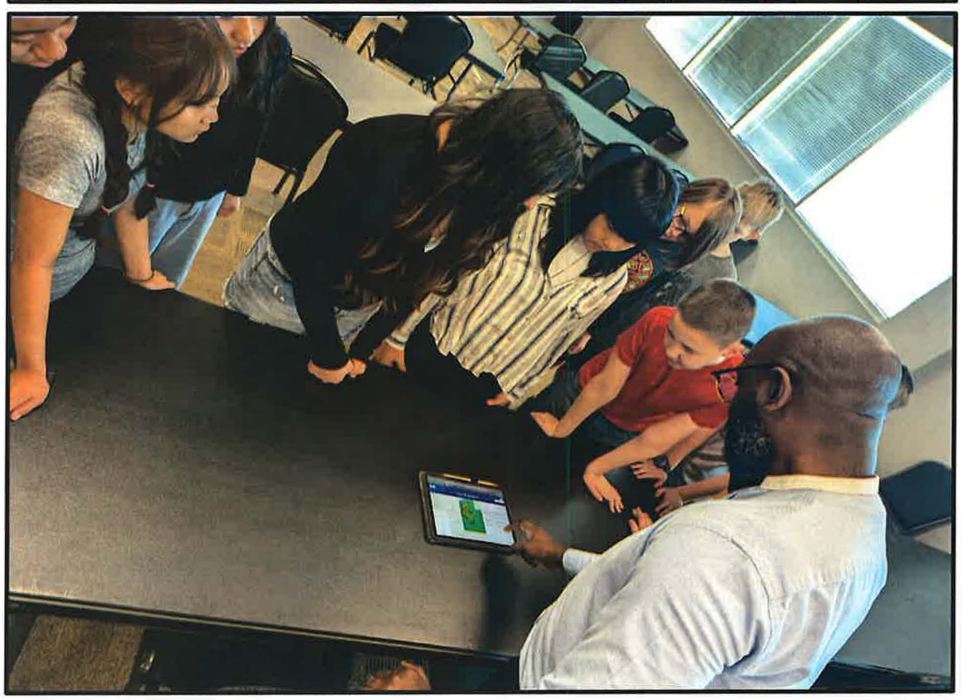
2025 Arbor Week Celebration Review

The 2025 Arbor Week Celebration took place on March 24-29 this year. The City of Glenpool and a group of thirty 6th graders celebrated on Wednesday March 26th. During this day long event, the students got to take part in some educational classes at city hall dealing with storm water pollution as well as a demonstration on how the type of landscape used in an area can drastically affect retention of rainwater.

The Class of 2031 was presented with a beautiful Sparkling Wine Redbud that is planted at Kendalwood North Park.

Several city staff shared their experience working in city government. The students also received a tour of city hall.





ARBOR WEEK
Glenpool
TREE CITY USA

But it wasn't all fun and games. Each of the students planted a sapling in the disc golf course at Morris Park. Sumac, Dogwood, and Pecan trees were planted in strategic places to help build up the aesthetic nature of the course. Although each sapling is less than 2 feet tall now, in several years, they will begin to show their beauty, and in 20 years they will create an entirely new challenge for the course players.

Special Thanks to following for making this happen.

Tony Pascall @ ODAFF

Cheryl Cheadle @ Blue Thumb

Jack Titchener @ Oklahoma Conservation Commission

Pete Bell & Staff @ Glenpool Intermediate School

GLENPOOL COMMUNITY CLEANUP

2025 Community Cleanup Review

The 2025 Community Cleanup took place on Saturday March 29th. This date was chosen to coincide with the MET's availability to be able to attend on the same date. 11 city staff manned the event alongside 1 council member. The event was held between the hours of 9:00 am and 1:00 pm at the Glenpool high school football stadium parking lot.

Costs incurred to put this event on are as follows:

American Waste - $10,500 Lot Maintenance - $2,500 Crushr – $2,750

Total - $15,750

GLENPOOL COMMUNITY CLEANUP

The Metropolitan Environmental Trust (M.e.t.) was on site to collect the following:

E-Waste, Batteries, Cardboard, Fire Extinguishers, Plastic Bags, Sharps, Tires

The Met
The Metropolitan Environmental Trust

Collection Totals

Car Batteries	17	489 lbs
Alkaline Batteries	6x 5gal buckets	420 lbs
Rechargeable Batteries	2x 5gal buckets	150 lbs
Cardboard		3000 lbs
E-Waste		Pending
Fire Extinguishers	20	200 lbs
Plastic Bags	1x 65gal bag	16 lbs
Paint	1 trailer (300 partial cans)	900 lbs
Sharps	6 boxes	40 lbs
Tires	79	1738 lbs
Solid Waste	30x 30 yard Crushed rolloffs	210,000 lbs

SENATE FLOOR VERSION
March 6, 2025

COMMITTEE SUBSTITUTE
FOR
SENATE BILL NO. 3

By: Green and Hamilton of the Senate

and

George of the House

[biosolids - land application - permits - cessation of certain actions - plan submission - rule promulgation - codification - emergency]

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 2-6-501.7 of Title 27A, unless there is created a duplication in numbering, reads as follows:

A. To protect the health and safety of the people of this state, land application of sludge and biosolid material is hereby prohibited on and after July 1, 2027. On and after the effective date of this act, the Department of Environmental Quality shall not issue any new permit for the land application of sludge or biosolid material. Renewal of permits for land application shall be left to the discretion of the Department of Environmental Quality.

B. 1. Not later than September 1, 2025, all persons or entities permitted to land apply sludge or biosolid material shall reduce the amount of such material land applied by at least twenty-five percent (25%).

2. Not later than September 1, 2026, all persons or entities permitted to land apply sludge or biosolid material shall reduce the amount of such material land applied by at least fifty percent (50%).

C. Not later than September 1, 2025, any person or entity permitted to land apply sludge or biosolid material shall submit a plan for full cessation of such actions to the Department of Environmental Quality. The plan shall be compiled and submitted in the form and manner prescribed by the Department. The Department shall promulgate rules to implement the provisions of this section.

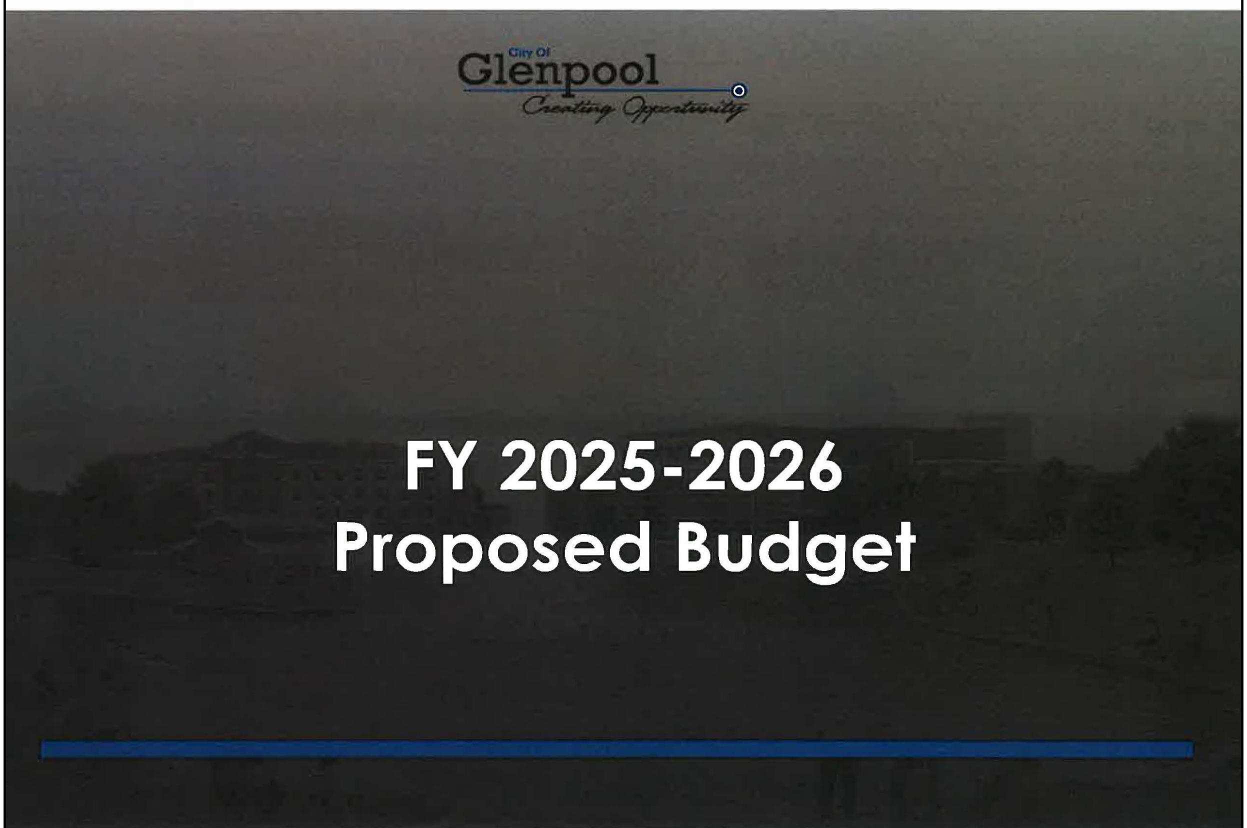
D. For the purposes of this section:

1. "Biosolid material" means sewage sludge containing any perfluoroalkyl and polyfluoroalkyl substance; and

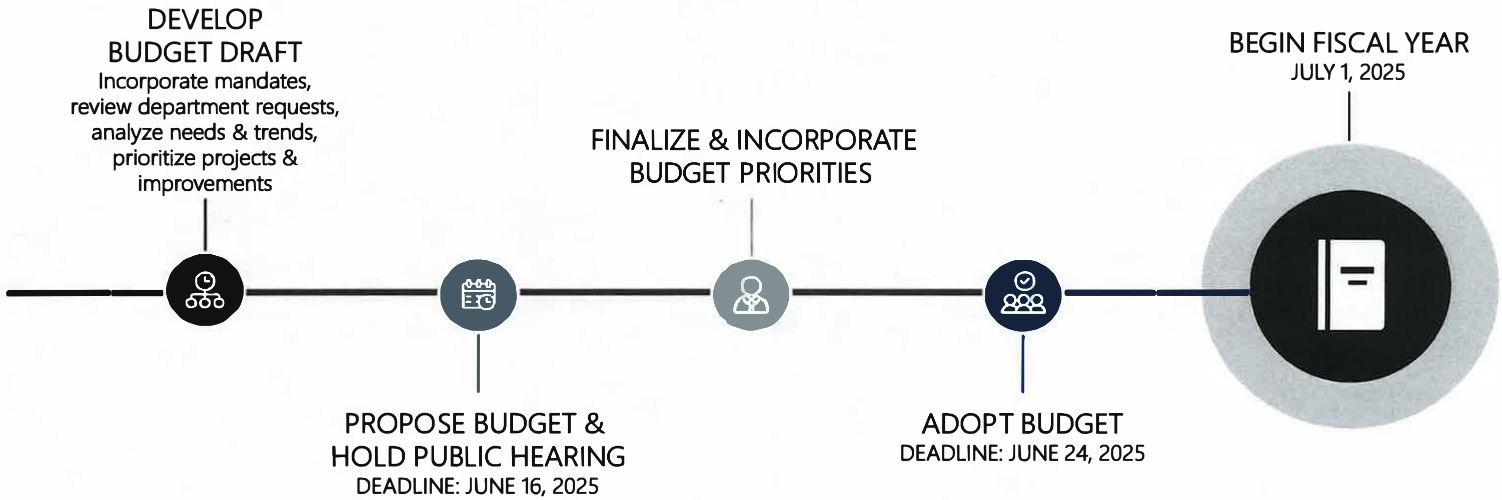
2. "Sludge" shall mean sludge as defined pursuant to Section 2-10-401 of Title 27A of the Oklahoma Statutes.

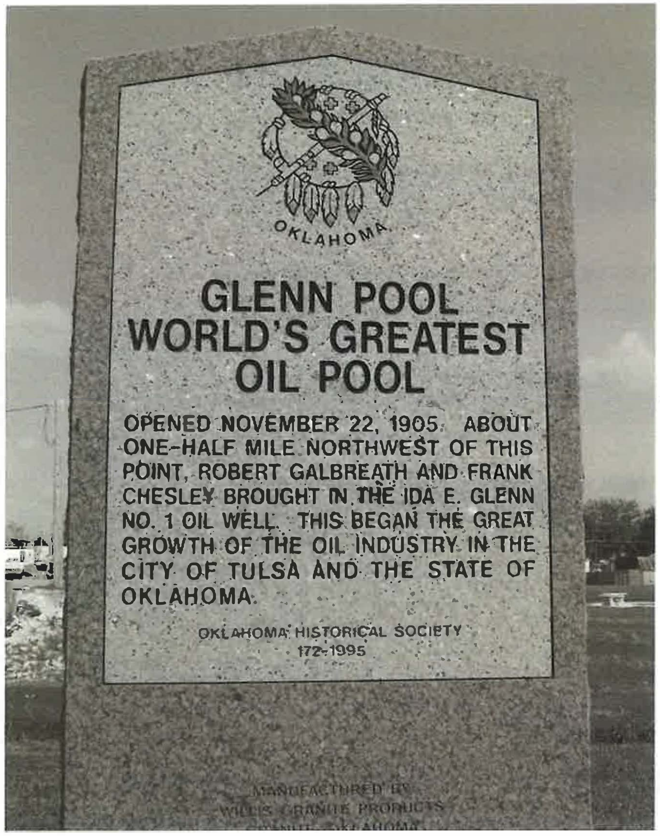
SECTION 2. It being immediately necessary for the preservation of the public peace, health or safety, an emergency is hereby declared to exist, by reason whereof this act shall take effect and be in full force from and after its passage and approval.

COMMITTEE REPORT BY: COMMITTEE ON ENERGY
March 6, 2025 - DO PASS AS AMENDED BY CS


City Of
Glenpool
Creating Opportunity
FY 2025-2026
Proposed Budget

BUDGET PROCESS
(Municipal Budget Act)





Fund Balances

Sales Tax Trends

Revenue Assumptions

Expenditure Assumptions

Budget Summary

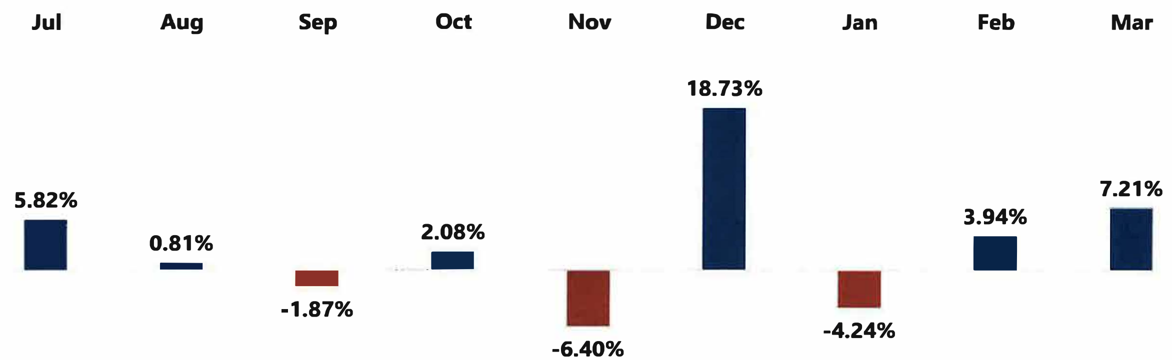
- Positions
- Personnel Requests
- Capital Funding
- Debt Service

Next Steps

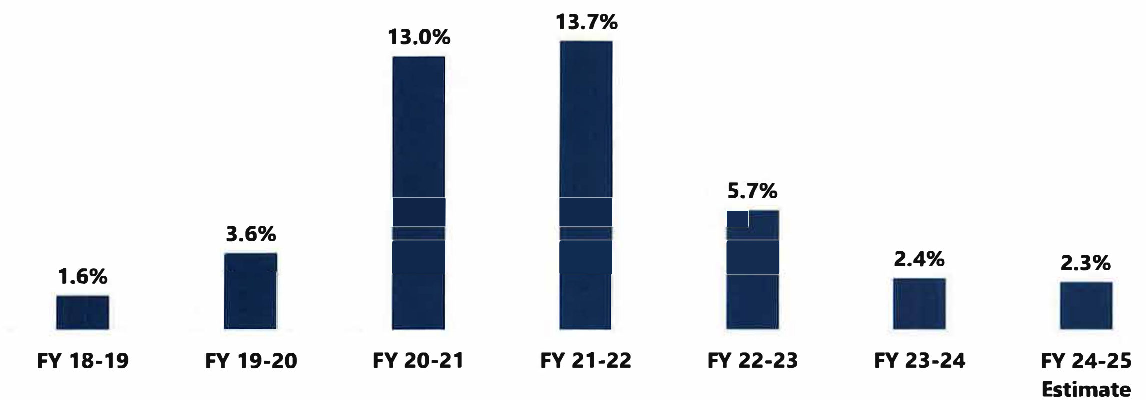
FUND BALANCES
(THROUGH CURRENT FISCAL YEAR)

Fund	FY22-23 Actual	FY23-24 Actual	FY24-25 Projected
General Fund	$ 15,661,819	$ 14,157,426	$ 10,565,752
Glenpool Utility Services Authority Fund	$ 3,712,170	$ 3,980,843	$ 4,212,403
Glenpool Industrial Authority Fund	$ 504,264	$ 505,019	$ 637,506
MGF-Streets and Infrastructure Fund	$ 1,758,706	$ 2,449,674	$ 1,797,308
MGF-Public Safety Capital Fund	$ 539,336	$ 704,666	$ 689,473
MGF-Public Safety Personnel Fund	$ 1,036,923	$ 1,242,266	$ 1,250,522
ARPA Grant Fund	$ 2,300,195	$ 2,061,605	$ 276,747
Capital Improvement Fund	$ 121,277	$ 247,150	$ 3,511,473
Parks & Recreation Fund	$ 244,933	$ 277,681	$ 281,303
Hotel/Motel Fund	$ 810,432	$ 840,494	$ 840,494

SALES TAX – MONTHLY COMPARISONS (%)
FY 2025 vs FY 2024



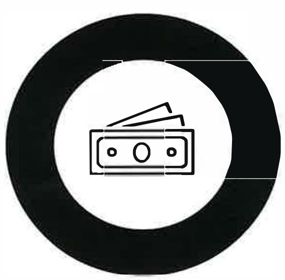
ANNUAL SALES TAX INCREASE (%)



Year-to-Date Sales Tax across the Tulsa metro (12 municipalities) is up $5.2M, or 1.14%

FY 2025-2026 REVENUE ASSUMPTIONS

SALES TAX



1%
Increase

WATER & SEWER

2%
Increase

- Revenues conservatively projected based on historical actuals and trends
- Infrequent revenues (e.g., donations, insurance reimbursements) not budgeted
- Grants budgeted when awarded

FY 2025-2026 EXPENDITURE ASSUMPTIONS

- Contractual raise for union employees
- 1% Police pension increase
- Raise for non-union employees (under consideration)
- Insurance increases – Medical (15%), Vision/Dental/GAP
- Capital expenditures (all funds) funded from excess FY 24-25 revenue
- Expenditure of $2.45M and $44M ARPA awards on construction of WWTF

BUDGETED POSITIONS BY DEPARTMENT

FULL-TIME	FY25-26	FY24-25	FY23-24	FY22-23
General Government	10	9	9	9
Animal Control	2	2	2	2
Police	30	30	28	26
Dispatch	9	9	9	9
Fire	31	31	29	28
Development Services	5	5	7	8
Engineering	2	2	1	0
General Administration	4	5	3	3
Streets & Parks	10	10	8	7
Water & Sewer	12	12	11	10
Utility Billing	3	3	3	4
Conference Center	2	2	3	3
Economic Development	1	1	1	0
Total Full-Time	**121**	**121**	**114**	**109**
PART-TIME				
General Government	0	0	0	0
Animal Control	0	0	0	0
Utility Billing	1	1	1	1
Streets and Parks	3	3	3	0
Conference Center	2	2	1	0
Total Part-Time	**6**	**6**	**5**	**1**
Total Positions	**127**	**127**	**119**	**110**

FY 2025-2026 PERSONNEL REQUESTS
(UNDER CONSIDERATION)

FIRE	POLICE	WATER & SEWER
$170,898	$176,863	$107,549
Firefighter (2) Increase Shift Staffing to 10/10/10	Officer (2) Dedicated Traffic Unit	WWTF Operator WWTF Maintenance (Budgeted 6 mo.)

FY 2025-2026 CAPITAL REQUESTS
(UNDER CONSIDERATION)

GENERAL FUND
$524,974

Computer & IT Upgrades
ACO Box Truck
K9
Drone
Taser & Body-Worn Cameras
Public Safety Building Upgrades
Radios
Siren Replacement
3500 Truck
Service Jetter
Mini Skid-Steer

GUSA FUND
$698,250

Meter Replacements
Computer Upgrades
Track Skid Steer
3500 Truck
Jetter Trailer
Bypass Pump

GIA FUND
$60,000

Hall A Projectors

PUBLIC SAFETY FUND
$681,761

Specialized Rescue Equipment
SCBA Compressor
Bunker Gear
Dual Certification Gear
Shift Commander Vehicle
Side-by-Side UTV
Patrol Cars (5)
CID Car

FY 2025-2026 DEBT SERVICE

GENERAL FUND (01)	Original Amount	Principal Payments	Interest Payments	Admin Fees	Balance as of 6/30/2025	Maturity
Department of Transportation Note 5/18/87	$ 56,761	$ 1,200	$ -	$ -	$ 11,161	Jun 2028
Department of Transportation Note 10/24/91	63,571	1,200	-	-	4,725	Jun 2034
TOTAL	$ 120,332	$ 2,400	$ -	$ -	$ 15,886	
PUBLIC SAFETY CAPITAL FUND (51)						
FY17 Public Safety Communications System Infrastructure	$ 521,003	$ 47,127	$ 7,267	$ -	$ 199,472	Nov 2028
FY21 PD Vehicles (6)	273,446	56,999	1,203	-	56,999	Mar 2026
FY22 PD Vehicles (5)	243,658	49,866	2,401	-	100,917	Sep 2026
FY23 2023 Pierce Velocity Pumper	780,000	158,990	5,971	-	320,938	Sep 2026
FY24 PD Vehicles (5)	340,203	85,948	6,910	-	176,084	May 2027
FY24 Fire Truck Refurb (2)	615,400	116,263	29,712	-	516,224	Apr 2029
FY25 PD Vehicles (5)	361,931	85,647	13,023	-	341,090	Mar 2029
FY26 PD Vehicles (6)	$ 365,570	$ 51,295	$ 8,125			
TOTAL	$ 3,501,210	$ 652,135	$ 74,612	$ -	$ 1,711,724	
GLENPOOL UTILITY SERVICES AUTHORITY FUND (02)						
2011 OWRB Loan (ORF-11-0002-CW)	$ 3,137,186	$ 178,321	$ 31,044	$ 7,187	$ 1,461,368	Sep 2032
2019 Series Utility Revenue Bond	40,485,000	1,645,000	1,033,919	-	32,800,000	Dec 2040
2024 OWRB Loan (ORF-23-0055-CW)			$ 150,000		$ 262,500	Mar 2057
TOTAL	$ 43,622,186	$ 1,823,321	$ 1,214,963	$ 7,187	$ 34,523,868	
GRAND TOTAL	**$ 47,243,728**	**$ 2,477,856**	**$ 1,289,575**	**$ 7,187**	**$ 36,251,478**	

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TOTAL OPERATING BUDGET

OPERATING FUND BUDGET	Revenues	Expenditures	Transfers In (Out)
General Fund	15,028,989		(2,995,235)
General Government		1,826,257	
Animal Control		176,189	
Police		2,890,078	
Dispatch		705,124	
Fire		2,934,213	
Emergency Management		81,300	
Development Services		564,546	
Engineering		379,737	
General Administration		764,249	
Streets & Parks		1,712,061	
Capital Improvement Fund	66,864	7,600	92,316
ARPA Fund	31,703,164	31,703,164	-
Park & Rec Fund	23,570	720	-
Hotel/Motel Fund	271,658	2,150	(269,508)
Streets & Infrastructure Fund	974,967		-
Capital Expenditures		-	
Water and Sewer		-	
Streets and Infrastructure		500,000	
General Administration		6,486	
Public Safety Capital Fund	1,198,975		-
Police		392,135	
Fire		134,500	
Public Safety Personnel Fund	1,760,946		-
Police		763,483	
Fire		1,232,970	
Glenpool Utility Services Authority:	6,852,464		2,678,919
Water Distribution		4,325,206	
Utility Billing		461,781	
Sewer Operations		587,925	
Refuse		930,500	
Stormwater		187,000	
Glenpool Industrial Development Authority:	713,102		493,508
Conference Center		438,760	
Tax Increment Financing		491,000	
Economic Development		222,333	
Debt Service		3,774,618	
Total Operating Fund Budget	**$ 58,594,699**	**$ 58,196,085**	**$ -**

FUND BALANCES

Fund	FY23-24 Actual	FY24-25 Projected	FY25-26 Proposed	Difference $	Difference %
General Fund	$ 14,157,426	$ 10,565,752	$ 10,084,269	$ (481,483)	-4.56%
Glenpool Utility Services Authority Fund	**$ 3,980,843**	**$ 4,212,403**	**$ 3,724,090**	**$ (488,313)**	**-11.59%**
Glenpool Industrial Authority Fund	$ 505,019	$ 637,506	$ 641,623	$ 4,117	0.65%
MGF-Streets and Infrastructure Fund	**$ 2,449,674**	**$ 1,797,308**	**$ 2,170,574**	**$ 373,266**	**20.77%**
MGF-Public Safety Capital Fund	$ 704,666	$ 689,473	$ 635,066	$ (54,407)	-7.89%
MGF-Public Safety Personnel Fund	**$ 1,242,266**	**$ 1,250,522**	**$ 1,015,015**	**$ (235,507)**	**-18.83%**
ARPA Grant Fund	$ 2,061,605	$ 276,747	$ 18,981	$ (257,766)	-93.14%
Capital Improvement Fund	**$ 247,150**	**$ 3,511,473**	**$ 3,663,053**	**$ 151,580**	**4.32%**
Parks & Recreation Fund	$ 277,681	$ 281,303	$ 304,153	$ 22,850	8.12%
Hotel/Motel Fund	**$ 840,494**	**$ 840,494**	**$ 840,494**	**$ -**	**0.00%**

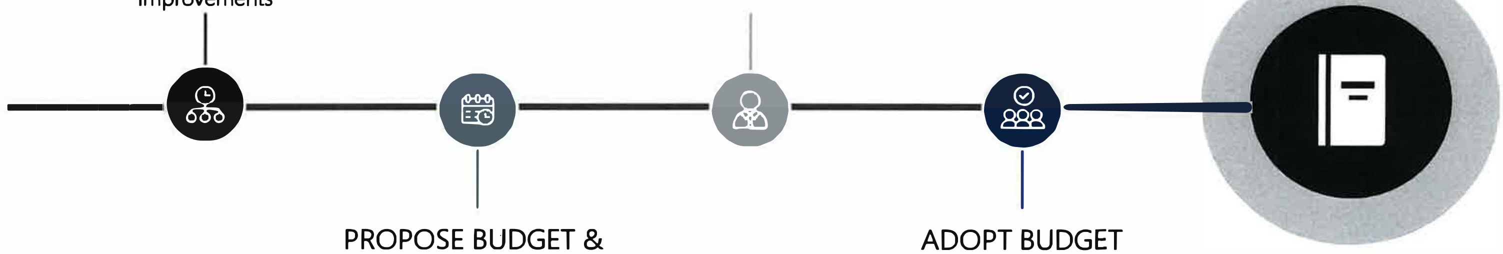
BUDGET PROCESS

(Municipal Budget Act)

DEVELOP
BUDGET DRAFT
Incorporate mandates, review department requests, analyze needs & trends, prioritize projects & improvements

FINALIZE & INCORPORATE
BUDGET PRIORITIES

BEGIN FISCAL YEAR
JULY 1, 2025



PROPOSE BUDGET &
HOLD PUBLIC HEARING
DEADLINE: JUNE 16, 2025

ADOPT BUDGET
DEADLINE: JUNE 24, 2025

To: Mayor and City Council

From: Beth Miller, Grants – Special Projects Coordinator

Date: April 21st, 2025

Re: Approval of accepting the Terms and Conditions with State of Oklahoma Office of Homeland Security State for the Local Cybersecurity Grant that was sent on 4/14/2025.

Background:
Staff is proposing to accept the Terms and Conditions with Homeland Security State and Local Cybersecurity Grant Program. This grant was awarded on December 20, 2024, in the amount of $14,057.00 with the contract sent 4/14/2025 for signatures.

The grant is for the installation of updated servers in the Police Department. Upgrading the servers will boost performance, enhance security, increase reliability, allows for scalability, saves costs in the long run, and ensures better integration with new technologies.

Please find attached the Sub-Recipient Award, Award Letter, Sub-Recipient Award Terms and Conditions, and Signature Authorization Form.

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Staff Recommendations:
Staff recommends accepting the Terms and Conditions of the Oklahoma Office of Homeland Security State and Local Cybersecurity Grant.

Attachments:

- Sub-Recipient Award
- Award Letter
- Sub-Recipient Award Terms and Conditions
- Signature Authorization Form

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Joyce Calvert, Ward 3; Vice-Mayor Jacqueline Lund, Ward 4
Tim Fox, Ward 1; Chris Brobst, Ward 2; Shayne Buchanan, At-Large
David Tillotson City Manager, LeaAnn Reed CAO, Joe Wuest COO, Lesli Smith City Clerk
www.glenpoolonline.com

Oklahoma Office of
Homeland Security
Prevent, Protect, Prepare

P.O. Box 53004
Oklahoma City, OK 73152
(405) 425-7296 Office
www.homelandsecurity.ok.gov

SUB-RECIPIENT AWARD

Sub-grantee – Required for Reimbursement **EIN#** **UEI # M86XKGTRNUN1**	**Original Award Amount** **$14,057.00**
City of Glenpool **Jeremy Plane, Chief of Police** **14536 S Elwood Ave** **Glenpool, OK 74033**	**Sub-Recipient Award Number** **#1499.320** **Federal Award Identification Number** EMW-2022-CY-00022 **Award Effective Date** **12/1/2022** **Project Period** **12/1/2022 – 12/31/2025**
Project Title/IJ State and Local Cybersecurity Grant Program Server Upgrades/ IJ #3	**CFDA** **97.137** **(OKOHS 97.1372022)**
Applicable Funds **State and Local Cybersecurity Grant Program** **FY 2022** (SLCGP - Local) — **Region** **1**	**County** **Tulsa**

Method of Payment: **This is a Reimbursement Grant.**	**Is Sub-Grantee NIMS Compliant?** (Please Check One) **YES** ☐ **NO** ☐
Agency/Jurisdiction Chief Executive Officer Information-Primary Authorized Official City or County Official (Mayor, City Manager, County Commissioner, Head of Nonprofit)	**Project Contact/ Secondary Authorized Official** **(If Applicable)**
Title of Primary Authorized Official Chief of Police	**Title of Secondary Authorized Official** Grants-Special Projects Coordinator
Name Jeremy Plane	**Name** Beth Miller
Telephone 918-322-9579 — **Cell** 918-807-9479	**Telephone** 918-209-4646 — **Cell** 253-670-0208
Email jplane@cityofglenpool.com	**Email** emiller@cityofglenpool.com
Signature of Primary Authorized Official: **(Required):** Date	Signature of Secondary Authorized Official: **(Required):** Date

The Primary Authorized Official certifies:

- Legal authorization to accept grants on behalf of the named governmental entity.
- Proposed project can be completed by December 31, 2025
- Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-5 (if applicable) each of which is attached hereto.
- All submitted data is true and correct to the best of signatory's knowledge.

Special Conditions:
When buying equipment, a photograph of the equipment and serial number is required with each reimbursement request.

OKOHS Approving Official **Tim Tipton** Commissioner/Homeland Security Advisor	**Contact Information** www.homelandsecurity.ok.gov Oklahoma Office of Homeland Security P.O. Box 53004 Oklahoma City, OK 73152	
Signature of OKOHS Approving Official Tim Tipton Digitally signed by Tim Tipton Date: 2025.04.08 09:05:24 -05'00'	**Telephone** (405) 425-7296	

ROHIT RAI
DIRECTOR

TIM TIPTON
DPS COMMISSIONER
HOMELAND SECURITY ADVISOR

STATE OF OKLAHOMA
OFFICE OF HOMELAND SECURITY

TO: Jeremy Plane, Chief of Police
City of Glenpool

FROM: Tim Tipton, DPS Commissioner/Homeland Security Advisor

DATE: April 8, 2025

RE: Oklahoma Office of Homeland Security 2022 State and Local Cybersecurity Grant Program; # 1499.320

Your agency has been selected to receive a proposed award in the amount of $14,057.00, pursuant to the OKOHS FY 2022 State and Local Cybersecurity Grant Program. Among other initiatives, the 2022 Program provides this funding for server upgrades. The 2022 Program requires a 20% cost share of the total proposed award, which can take the form of cash or in-kind. However, this cost share has been waived for the 2022 award.

The 2022 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2022 (FEMA/DHS/CISA) State and Local Cybersecurity Grant Program. Like previous FEMA/DHS/CISA/OKOHS grant programs, the 2022 Program is a reimbursement grant.
The process requires the following actions:

(1) Acceptance of the terms and conditions of the 2022 Program including but not limited to those noted on the attached *Schedule "1"*.
(2) Submission of a Budget Detail Worksheet (BDW) to OKOHS with a list of estimated costs of specific allowable items.
(3) Receipt of an approval letter from OKOHS with a schedule of approved items. You must have this ***OKOHS APPROVAL LETTER IN HAND PRIOR TO EXPENDING FUNDS***.
(4) Upon receiving the OKOHS Approval Letter, you may purchase approved items in an amount not to exceed the amount of the Proposed Award.
(5) Upon receipt of the purchased items, you will need to submit a Reimbursement Request Form, copies of the associated invoices and purchase orders to OKOHS. Sub-Recipient Forms are available in the Grants section at www.homelandsecurity.ok.gov.
(6) When buying equipment, a photograph of the equipment and serial number is required with each reimbursement request

P.O. Box 53004 Oklahoma City, OK 73152 PHONE 405-425-7296 www.homelandsecurity.ok.gov

(7) After your payment to the vendor has been processed, you will need to submit a copy of the canceled check and an inventory form to OKOHS.

Reimbursement checks are generally mailed to sub-recipients by OKOHS within 30 days of receipt of the signed Reimbursement Request Form and associated documents. If this process will cause a significant hardship, please contact OKOHS for further guidance.

If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the 2022 Program, please so indicate by:

(1) affixing the signature of the appropriate chief executive officer (i.e., the chair of the county commissioners, the mayor, the agency director, or the city manager) in the space provided below; and

(2) returning a fully executed copy of this letter and each document listed on *Schedule "1"* and included with this award packet with original signatures to OKOHS **ON OR BEFORE May 2, 2025** by email at **hsgrants@okohs.ok.gov** or mail at PO Box 53004, Oklahoma City, Oklahoma 73152.

Should you have questions or need additional assistance contact Christina Daron at 405-425-7591 or by email at christina.daron@okOKOHS.ok.gov or Hannah Kopisch at 405-219-0573 or by e-mail at Hannah.kopisch@okOKOHS.ok.gov.

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this ___ day of _____________ 2025:

Government/Agency Name: ______________________________

Signature: ______________________________

Printed Name: ______________________________

Title: ______________________________

P.O. Box 53004 Oklahoma City, OK 73152 PHONE 405-425-7296 FAX 405-425-7295 www.homelandsecurity.ok.gov

Oklahoma Office of
Homeland Security
Prevent, Protect, Prepare

STATE AND LOCAL CYBERSECURITY GRANT PROGRAM
Sub-Recipient Award Terms and Conditions

Instructions:
The Authorized Official must sign the following required documents and return to our office. Please keep a copy of ALL documents for your records.

1. **OKOHS Memorandum, Schedule "A". (*SIGNATURE REQUIRED*)**
2. **Sub-recipient Award Document, Schedule "B". (*SIGNATURE REQUIRED*)**
3. **Sub-recipient Terms and Conditions, Schedule "1". (*SIGNATURE REQUIRED, RETURN ONLY PAGE 14*)**
4. **Authorization to Sign OKOHS Program Documents, Schedule "3". (*SIGNATURES REQUIRED)***
5. **Quarterly Status Report, Schedule "4". (*SIGNATURE NOT REQUIRED AT THIS TIME.*** This form is included for grant your convenience only. Report due within 15 days following each calendar quarter.)
6. **Procurement Plan Worksheet (*SIGNATURE NOT REQUIRED AT THIS TIME*** This form is included for your convenience only. Form is due with each reimbursement request submitted.)
7. **Appendix A**. (*SIGNATURE NOT REQUIRED AT THIS TIME* This is included for information purposes.)

State and Local Cybersecurity Grant Program Terms and Conditions

Recipients of Oklahoma Department of Emergency Management and Homeland Security ("ODEMHS")/Department of Homeland Security ("DHS")/Federal Emergency Management Administration ("FEMA")/Cybersecurity and Infrastructure Security Agency (CISA) grant funds ("Sub-recipient(s)") are urged to carefully review and understand all terms and conditions of the award prior to award acceptance. Failure to comply with these terms and conditions may result in disallowance of costs and recovery of funds and/or suspension or termination of funds and/or award.

As a condition of receipt of this grant, the Sub-recipient understands and agrees:

1. **Acceptance of Post Award Changes (Article XLVII):** 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. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

2. **Acknowledgement of Federal Funding from DHS (Article VII):** Recipients must acknowledge their use of federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

3. **Activities Conducted Abroad (Article VIII):** 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.

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

5. **Allowable Costs:** The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Notice of Funding Opportunity (NOFO).

   ODEMHS requires that Costs charged to this project are subject to advance written approval by ODEMHS.

   ODEMHS requires that only food and beverages **approved in writing** by ODEMHS in advance will be permitted to be purchased with DHS/FEMA/CISA funds. As a rule, FEMA and ODEMHS discourage the use of federal funding for food and beverages. While there may be limited exceptions made to this rule that apply solely to working lunches, a strict reasonableness standard must be maintained.

   ODEMHS requires that use of DHS/FEMA funding to pay for speaker fees **must be approved in writing** by ODEMHS in advance any time the speaker is paid in excess of $100 per hour for services.

6. **Americans with Disabilities Act of 1990 (Article X):** 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 on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

7. **Applicability of DHS Standard Terms and Conditions to Tribes (Article XLVI):** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

8. **Assurances, Administrative Requirements and Cost Principals, Representation and Certifications (Article V):**

   I. 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 as instructed by the awarding agency.

   II. 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.

   III. By accepting this agreement, recipient, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

9. **Audit Requirements:** The Sub-recipient agrees to comply with the requirements of the 2 C.F.R. Part 200 Section F. Entities that expend $750,000 or more in Federal funds (from all sources) in a fiscal year require an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office Government Auditing Standards, Audits of States, Local Governments, and Non-Profit Organizations. Sub-recipients are required to submit to ODEMHS (within 90 days of completion) a copy of any audit report received by Sub-recipient in connection with any audit performed by or as a requirement of any regulatory body (federal, state, or local) that is conducted with respect to activity taking place during the term of the ODEMHS/DHS/FEMA/CISA Award. ODEMHS will review the audit and determine if any findings exist which may impact the ability of the Sub-recipient to continue to receive funds pursuant to this grant or future funding opportunities.

10. **Best Practices for Collection and Use of Personally Identifiable Information (Article XI):** Recipients who collect personally identifiable information (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 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.

11. **Civil Rights Act of 1964 – Title VI (Article XII):** 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.

12. **Civil Rights Act of 1968 (Article XIII):** 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 CFR 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 CFR Part 100, Subpart D.)

13. **Oklahoma Civilian Cyber Corps (OKC3):** That any OKC3 training funded with ODEMHS/DHS/FEMA/CISA grant funds will be conducted by ODEMHS approved trainers.

14. **Compliance Agreement:** The Sub-recipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by ODEMHS. Failure to comply could result in a "Stop Payment" being placed on the grant.

15. **Commingling of Funds:** The Sub-recipient is prohibited from commingling funds on either a program-by-program or a project-by-project basis without prior written approval of ODEMHS and DHS/FEMA/CISA. The accounting systems of all

Sub-recipients must ensure that agency funds are not commingled with funds from other awards or Federal agencies. Each award must be accounted for separately.

16. **Confidential Information:** Any reports, information, data, etc., given to, prepared or assembled by the Sub-recipient under this grant, which ODEMHS requests to be kept confidential, shall not be made available to any individual or organization by the Sub-recipient without prior written approval of ODEMHS.

17. **Conflict of Interest:** Sub-recipients should take every precaution to avoid the appearance of a conflict of interest. Violations of the conflict-of-interest standards may result in criminal, civil, or administrative penalties. In the use of agency project funds, officials, or employees of State or local units of government shall avoid any action that might result in, or create the appearance of:

    - Using his or her official position for private gain;
    - Giving preferential treatment to any person;
    - Losing complete independence or impartiality;
    - Making an official decision outside official channels; or
    - Affecting adversely the confidence of the public in the integrity of the government or the program. For example, where a Sub-recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.

18. **Copyright (Article XIV):** 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 award number) to any work first produced under federal financial assistance awards.

19. **Debarment and Suspension (Article XV):** 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 3002. 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.

20. **DHS Standard Terms and Conditions Generally (Article IV):** The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FYU 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

    All legislation and digital resources are referenced with not digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publicanation/fy15-dhs-standard-terms-and-conditions.

21. **Disposition of Equipment Acquired Under the Federal Award (Article XLVIII):** For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

22. **Drug-Free Workplace Regulations (Article XVI)**: Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

23. **Duplication of Benefits (Article XVII):** 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.

24. **Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX (Article XVIII):** 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, on the basis of 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.

25. **Energy Policy and Conservation Act (Article XIX):** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 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.

26. **Environmental Planning and Historic Preservation (EHP) Review (Article XLV):** DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

    DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

    If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

    Sub-recipients should submit the FEMA EHP Screening Form to ODEMHS for each project as soon as possible following receipt of their grant award. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Failure of the Sub-recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

27. **Equipment:** Only equipment that is **approved in writing** by ODEMHS will be permitted to be purchased with DHS/FEMA funds. As a rule, equipment purchased with ODEMHS funding must be allowable for the respective grant program funds to be used in accordance with DHS's "Authorized Equipment List".

    When practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funding from the Oklahoma Office of Homeland Security with funds provided by the U.S. Department of Homeland Security." Please contact ODEMHS when equipment is received to request appropriate labels.

    Personnel must be properly trained to use the equipment purchased under this grant program in accordance with all applicable federal, state, and local laws including, but not limited to regulations established by EPA, OSHA, and NFPA By signing and submitting grant acceptance documents, the authorized official certifies employees have received or will receive required training prior to utilizing equipment purchased with ODEMHS/FEMA funding.

    To be responsible for replacing or repairing equipment that is lost, stolen, damaged, or destroyed as a result of Sub-recipient's willful or negligent action. The non-Federal entity provides the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Property losses should be reported to ODEMHS immediately.

    To maintain a state of readiness for equipment and personnel to respond to a terrorist incident.

28. **Exercises:** Any exercise conducted with ODEMHS grant funds must comply with Homeland Security Exercise and Evaluation Program (HSEEP) and Nation Incident Management System (NIMS) requirements. These requirements can be found at http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf. Exercise documentation,

including but not limited to: objectives, after-action reports, and participants, must be coordinated with and submitted to the ODEMHS Training and Exercise Coordinator.

29. **False Claims Act and Program Fraud Civil Remedies (Article XX):** Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. Sections 3729-3733, which prohibit 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.)

30. **Federal Debt Status (Article XXI):** 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.)

31. **Federal Leadership on Reducing Text Messaging while Driving (Article XXII):** 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.

32. **Financial Guidelines:** The Sub-recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements.

33. **Fly America Act of 1974 (Article XXIII):** Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) 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.

34. **Fusion Center:** The Sub-recipient agrees that any funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

    The Sub-recipient agrees that Homeland Security Information Network (HSIN) must serve as the primary vehicle by which information /intelligence is shared with DHS/FEMA as part of the fusion process across the Federal, State, local, regional, tribal and private sectors. All statewide information sharing and analysis centers utilizing HSGP funds must establish connectivity with the DHS/FEMA Homeland Security Operations Center (HSOC) via the HSIN to comply with FEMA policy legislation as outlined in the Program Guidance.

35. **General Acknowledgements and Assurances (Article IV):** All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

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

    II. Recipients must give DHS access 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 or personnel.

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

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

    V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time and award is made. Recipients should submit the completed too, 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/publications/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.

36. **Hotel and Motel Fire Safety Act of 1990 (Article XXIV):** 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 Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

37. **Indirect Cost Rate (Article L):** 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

38. **Interest and Other Program Income:** The applicant agrees to be accountable for all interest or other income earned by the Sub-recipient with respect to sub-recipient funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to ODEMHS quarterly and must be put back into the project or be used to reduce the Grantor participation in the program. The use or planned use of all program income must have prior written approval from ODEMHS.

39. **Interoperable Equipment:** That interoperability of equipment and establishment of multi-regional mutual aid is strongly encouraged and, in some cases, may be mandated by ODEMHS.

    ***Interoperable Communications (IOC) equipment must comply with ODEMHS state minimum standards (see** http://www.ok.gov/homeland/Interoperable_Communications/Minimum_Standards_for_Communication_Equipment_Purchases/index.html**)**

40. **Inventory:** During the term of this grant and for three years following the final financial report of the OKOHS/DHS/FEMA grant which may be extended beyond the date set in the attached Sub-Recipient Award document the Sub-recipient is responsible for proper reporting, for maintenance of an inventory tracking system and for assuring the location of all equipment purchased through this grant. A physical inventory of the property must be taken, the results reconciled with the property records at least once every two years and submitted to OKOHS. Inventory records must be maintained which include:

    - Award number;
    - Description of the property;
    - Serial number or other identification number;
    - Source of the property (brand/manufacturer);
    - Vendor of the property;
    - Identification of title holder;
    - Acquisition date;
    - Cost of the property;
    - Percentage of Federal participation in the cost of the property;
    - Location of the property;
    - Use and condition of the property; and
    - Disposition data, including the date of disposal and sale price.

41. **John S. McCain National Defense Authorization Act of Fiscal Year 2019 (Article XXV):** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients,

subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

42. **Limited English Proficiency (Civil Rights Act of 1964 - Title VI) (Article XXVI):** Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of 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.

43. **Lobbying Prohibitions (Article XXVII):** 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.

44. **Monitoring:** The Sub-recipient agrees to comply with monitoring requirements of ODEMHS including, but not limited to, a willingness to provide reasonable access to relevant records, equipment, and maintenance of an up-to-date equipment inventory.

45. **National Environmental Policy Act (Article XXVIII):** 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.

46. **National Incident Management System (NIMS) Implementation:** To comply with any National Incident Management Systems (NIMS) compliance requirements as set forth by ODEMHS or the NIMS Integration Center including, but not limited to, ongoing NIMS compliance by the Sub-recipient jurisdiction during the term of the grant.

47. **Nondiscrimination in Matters Pertaining to Faith-Based Organizations (Article XXIX):** 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 statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

48. **Non-Supplanting Requirement (Article XXX):** 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.

49. **Notice of Funding Opportunity Requirements (Article XXXI):** All of 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.

50. **Obligation of Grant Funds:** That all grant funds must be obligated and expended within the project period set forth on the Sub-recipient award document (Schedule B) unless ODEMHS provides a written exception or extension to the Sub-recipient. Any funds not properly obligated and expended by the Sub-recipient during the project period will lapse and revert to ODEMHS for potential reallocation to other allowable uses in accordance with DHS/FEMA guidelines.

51. **Patents and Intellectual Property Rights (Article XXXII):** 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.

52. **Political Activity:** That it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Oklahoma Office of Homeland Security (ODEMHS) and the Department of Homeland Security (DHS)/ the Federal Emergency Management Administration (FEMA).

53. **Prior Approval for Modification of Approved Budget (Article XLIX):** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

    For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R.section 200.308(f) 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 FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

    For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

    You must report any deviations from your 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.

54. **Procurement:** When procuring property and services under a Federal award, state recipients must follow the same policies and procedures it uses for procurements from its non-Federal funds and ensure that every purchase order or other contract includes any clauses required by section 200.326. Local recipients will follow 200.318 through 200.327 General procurement standards contract provisions unless the local recipients' procurement procedures are more stringent than the federal procurement standards.

    That all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that will provide maximum open and free competition.

    The recipient is taking all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible 2CFR 200.321.

    A Procurement Plan Worksheet must be submitted with each reimbursement for all equipment items.

55. **Procurement of Recovered Materials (Article XXXIII):** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 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.

56. **Program Guidance:** To comply with all applicable laws, regulations, and the applicable Notice of Funding Opportunity. All allocations and uses of funds under this grant will be in accordance with the State and Local Cybersecurity Grant Program Guidelines and Application Kit, or where applicable the Notice of Funding Opportunity, collectively referred to as the Program Guidance. All Sub-recipients are assumed to have read, understood, and accepted the Program Guidance. The following link will provide access to the respective Grant Year's Program Guidance and Application Kits: https://www.fema.gov/grants/preparedness/state-local-cybersecurity-grant-program

    That the use of all funds under this grant must support the goals and objectives included in the State Homeland Security Strategy and/or the Urban Area Homeland Security Strategy. Allocations and use of grant funds must also support the Investments identified in an Investment Justification, which may have been submitted as part of ODEMHS's application for federal funding.

To utilize grant funds for the furthering of the ODEMHS State Strategy and the National Preparedness Guidelines.

To comply with grant closeout procedures established by ODEMHS.

57. **Project Implementation:** The Sub-recipient agrees to implement and complete this project within the project period of the grant or be subject to forfeiture of grant funds.

    That this project will be administered by the local or state governmental entity having authority and responsibility for its completion and that such entity will ensure institutional, managerial, and financial capability for proper planning, management, and completion of approved projects.

58. **Property Control/Disposition:** Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-recipients should exercise caution in the use, maintenance, protection, and preservation of such property.

    Title – Title to grant-funded equipment will continue to be held by the recipient or sub-recipient who purchase the equipment. The regulation establishes, however, that this title is a conditional title, meaning that the title is conditioned on the recipient or sub-recipient complying with the use, management and disposition requirements for the equipment in the 2 C.F.R § 200.313, and all other 2 C.F.R Part 200 requirements related to the property management that are applicable to equipment.

    Encumbering Equipment – Additionally, recipients and sub-recipients may encumber grant-funded equipment without prior approval from FEMA or the pass-through entity. Recipients with specific questions about encumbering equipment should refer to their program NOFO or contact their program Analyst.

59. **Protected Critical Infrastructure Information (PCII):** That Protected Critical Infrastructure Information (PCII) will be treated in a manner consistent with the Critical Infrastructure Information Act of 2002 (Public Law 107-296) (CII Act), which created a new framework, that enables State and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS/FEMA. The Act also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information. PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS requires all State Administering Agencies (SAAs) to complete the PCII accreditation process. Accreditation activities include signing a memorandum of agreement (MOA) with DHS, appointing a PCII Officer, and implementing a self-inspection program.

60. **Publications:** That all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Federal Emergency Management Administration (FEMA) Grant Programs Directorate (GPD), U.S. Department of Homeland Security (DHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or DHS."

61. **Recording and Documentation of Receipts and Expenditures:** Sub-recipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

62. **Rehabilitation Act of 1973 (Article XXXIV):** 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.

63. **Reports:** To provide the required quarterly status reports and other information and documentation that may be requested by ODEMHS.

To cooperate with any assessments, national evaluation efforts, or information or data collection requests related to any activities within this project.

To provide DHS/FEMA/CISA and ODEMHS reasonable assistance with assessments conducted to (a) determine the existing level of preparedness within the Sub-recipient's jurisdiction; (b) determine the homeland security related needs of the jurisdiction, and (c) measure progress in achieving state and federal preparedness goals.

64. **Reporting of Matters Related to Recipient Integrity and Performance (Article XXXV):**

General Reporting Requirements

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.

65. **Reporting Sub-awards and Executive Compensation (Article XXXVI):**

Reporting of first tier subawards:

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.

66. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials (Article XXXVII):** Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.
(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

67. **Retention of Records:** Any records relevant to the grant must be retained for at least three years following the final financial report date, which may be extended beyond the scheduled termination date, of the OKOHS/DHS/FEMA grant (OKOHS will provide the notice on the OKOHS web site under the grants section regarding the start date of this three-year period). In accordance with the requirements set forth in the 2 C.F.R Part 200, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years from the date of submission of the final expenditure report. In cases where litigation, a claim, or an audit is initiated prior to expiration of the three-year period, records must be retained until completion of the action and resolution of issues or the end of the three-year period, whichever is later. Retention is required for purposes of Federal examination and audit. Records may be retained in an electronic format.

68. **SAFECOM (Article XXXVIII):** 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.

69. **Sanctions:** If a Sub-recipient materially fails to comply with the terms and conditions of an award, ODEMHS or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the Sub-recipient.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend or terminate the current award.
- Withhold future awards for the project or program.
- Pursue any other legal remedy that may be available.
- Require reassignment of any tangible or intangible items purchased with ODEMHS grant funding to another local jurisdiction.

Prior to taking action, ODEMHS will provide the Sub-recipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally.

70. **Summary Description of Award (Article I):** The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: $3,293,827 for the state of Oklahoma. Of this amount, up to $164,691 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of $365,981 is the required cost share.

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

71. **Terrorist Financing (Article XXXIX):** 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.

72. **Trafficking Victims Protection Act of 2000 (TVPA) (Article XL):**

    Trafficking in Persons:

    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.

73. **Training:** All requested or relevant training records of Sub-recipients must be submitted to the ODEMHS Training and Exercise Coordinator.

74. **Unauthorized Expenditures:** Examples of **unauthorized expenditures** include but are not limited to:

    - Hiring of Public Safety Personnel
    - General use equipment including but not limited to items jurisdictions would normally be expected to have.
    - Items not pre-approved by ODEMHS
    - Exercise related costs for non-expendable equipment items (e.g., electronic messaging signs) and/or vehicle/emergency response apparatus costs (other than the cost of fuel/gasoline, which is allowable)

75. **Universal Identifier and System of Award Management (Article XLI):** Requirements for System for Award Management and Unique Entity Identifier 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.

76. **USA Patriot Act of 2001 (Article XLII):** 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), which amends 18 U.S.C. sections 175-175c.

77. **Use of DHS Seal, Logo and Flags (Article XLIII):** 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.

78. **Whistleblower Protection Act (Article XLIV):** 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.

79. **Written Approval of Changes:** Sub-recipient must notify ODEMHS in writing of any events or changes requiring adjustment in the grant award. Examples include but are not limited to: changes of address, project manager, project site, budget categories or scope.

Authorized Official:

____
Name, *please type or print*

____
Signature

____
Date

Oklahoma Office of
Homeland Security
Prevent. Protect. Prepare

P.O. Box 11415
Oklahoma City, OK 73136
(405) 425-7296 Office ● (405) 425-7295 Fax
www.homelandsecurity.ok.gov

SIGNATURE AUTHORIZATION

Required to sign all OKOHS subgrant documents

PROJECT CONTACT/SECONDARY AUTHORIZED OFFICIAL INFORMATION

PRINT Name			
Title			
Agency			
Mailing Address		State	Zip
Phone #	Fax #	Email	

Primary Contact Signature ______________________ Date ______________

OPTIONAL Secondary Contact

Authorized to sign subgrant documents? ☐ Yes ☐ No
(If "yes," please sign below)

PRINT Name	Title / Agency
Email	Phone #

Secondary Contact Signature ______________________ Date ______________

AGENCY/JURISDICTION CHIEF EXECUTIVE OFFICER – PRIMARY AUTHORIZED OFFICIAL INFORMATION

City or County Official (Mayor, City Manager, County Commissioner)

I hereby authorize the individual(s) identified above to act on my behalf in coordination with the Oklahoma Office of Homeland Security (OKOHS) and to sign all documentation related to this subgrant.

PRINT Chief Executive Officer Name	OKOHS Award #	
Title	Phone #	
Jurisdiction (City, County, etc.)	Email	
Mailing Address	State	Zip

Chief Executive Officer Signature ______________________ Date ______________

Form Revised as of: September 10, 2007

If any of the above information changes please submit a new ***SIGNATURE AUTHORIZATION FORM*** *to OKOHS immediately.*

To: Mayor and City Council

From: David Tillotson, City Manager

Date: April 15, 2025

Re: GEMS Re-Appointment

Background:

GEMS is a Tulsa County trust created pursuant to Section 9c, Article X of the Oklahoma Constitution. It's trustees are appointed to a five-year term. Past practice has been for the City Council to make a recommendation to the Board of County Commissioners to fill any vacancies. It has also been the past practice of the City and County to appoint sitting City Council members to these seats. The current GEMS term for Councilor Tim Fox is expiring May 31, 2025.

Staff Recommendation:

Staff recommends that the Council request the Board of County Commissioners appoint Tim Fox to a new five-year term, expiring May 31, 2030.

Attachments:

- None

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Mayor Joyce Calvert, Ward 3; Vice-Mayor Jacqueline Lund, Ward 4
Tim Fox, Ward 1; Chris Brobst, Ward 2; Shayne Buchanan, At-Large
David Tillotson City Manager, LeaAnn Reed CAO, Joe Wuest COO, Lesli Smith City Clerk
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