



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on June 19, 2023, 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

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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: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM, JUNE 19, 2023 .**

AGENDA

Page

- A) **Call to Order - Joyce G. Calvert, Mayor**
- B) **Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor**
- C) **Invocation – Rick Tabisz, King of Kings Lutheran Church**
- D) **Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) **Recognition of Officer Brian Patino’s recent graduation from CLEET– Jeremy Plane, Police Chief**
- F) **Departmental Reports**
 - 1) [CM Report.06192023](#)
- G) **Mayor Report – Joyce G. Calvert, Mayor**
- H) **Council Comments**
- I) **Public Comments**

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- 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) Minutes from June 5, 2023 meeting. 8 - 15
[City Council Regular Meeting - 05 Jun 2023 - Minutes - Html](#)
 - 2) Approval of Joint Resolution No. 2023008, A Resolution authorizing the City of Glenpool and the Glenpool Utility Services Authority to renew that certain Security Agreement by and between the City of Glenpool and the Glenpool Utility Services Authority with respect to the issuance of the Glenpool Utility Services Authority Utility System Revenue Bonds, \$40,720,000.00 Taxable Refunding Series 2019, dated as of September 1, 2019. 16 - 22
[Staff Report - Resolution to Renew Security Agreement](#)
 - 3) Approval of Budget Amendment CITY-08 for FY22-23, increasing TIF Sales tax based on current collections. 23
[Budget Amendment.CITY08.FYE23](#)
 - 4) Approval of the School Resource Officer Agreement between the City of Glenpool and Glenpool Public School for FY23-24. 24 - 29
[Staff Report - SRO Agreement](#)
 - 5) Approval of the agreement with Retail Attractions for Economic Development Consulting Services for FY23-24. 30 - 38
[Staff Report - Retail Attractions Agreement](#)
 - 6) Approval of the collective bargaining agreement with the Fraternal Order of Police Lodge 133 for FY's 23-24 and 24-25. 39 - 102
[F.O.P. Lodge 133](#)
 - 7) Administrative Operations Agreement between the GEMS District and the City of Glenpool setting out certain clerical and accounting services to be provided by the City to GEMS as well as Emergency Medical Response Agency emergency medical services, pending City attorney review. 103 - 110
[Staff Report - GEMS-City Operational Agreement](#)
- K) **Consideration and appropriate action relating to items removed from the Consent Agenda**
- L) **Scheduled Business**
- 1) Discussion and possible action to approve or deny the Amendment to Contract for the FY21 CDBG Urban County Project between the City of Glenpool and the Tulsa County Board of County Commissioners. 111 - 112
(David Tillotson, City Manager)
[Staff Report - CDBG Award Amendment Contract](#)

M) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on June 16, 2023, by 11:30 am.

Signed: Wendy Knight

City Clerk



To: Mayor and Council

From: David Tillotson

Date: June 15, 2023

Re: City Manager Report

Open Positions

We currently have 8 open positions.

I have noted positions below that are in the process. We will begin advertising soon for the new positions approved in the FY23-24 budget.

- Public Works: 1 Position
 - Streets & Parks Laborer – Position advertised.
- Police Department: 4 Positions
 - Police Officer (3) – Backgrounds underway.
 - Dispatch – Applications currently being accepted.
- Development Services: 1 Position
 - Planner – Position advertised.
- Administration: 2 Positions
 - Finance Director – Position advertised.
 - IT Director

Capital Projects Update

- Kendalwood Park South – Phase 1 construction underway. Construction is still moving forward with the fencing and other work in Phase 1. The Council approved the request for extension into 23-24 fiscal year at their June 5th meeting. There is an agreement on this Council meeting to increase the award amount, allowing us to move directly into Phase 2 of the project. Both the extension and the award amendment (if approved by Council) will be on the June 26th Board of County Commissioners meeting for consideration.

- Sewer Plant Project – Staff received 4 responses to our Request for Qualifications on the engineering design of the sewer plant. The selection committee, comprised of Susan White, David Agbetunsin, Jesse Hale, Srini Sundaramoorthy, and me, conducted interviews with all the applicants. Our scoring has been finalized and we will begin negotiating with the selected firm on a contract. Once scope and pricing have been determined this will be brought before the board for consideration. If we cannot come to terms with the selected firm, we will move to the second firm on the scoring list and begin negotiations with them. I understand that this can seem backward to members of the public that are not familiar with the purchasing provisions laid out in Oklahoma law; however, under the law, we are not allowed to competitively price this type of project amongst multiple firms and then compare prices. We must select firms based on their qualifications, and other factors that were laid out in the scoring sheets, and once the scoring is finalized then we can begin to negotiate with the top scoring firm.
- Kendalwood Park North – Finalizing contract details with vendor approved by Council.
- FYE2023 Streets Improvement Package – Finalizing contract details with vendor approved by Council.

Police Department Upgrades

The police department has been undergoing some upgrades recently. The entirety of the first floor has been painted, and Chief Plane has created a Wall of Honor in the facility to facilitate recognition of our officers and dispatch employees. I have attached a few pictures of the upgrades:



12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

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City Events

- Summer Concert Series – The inaugural concert was held May 18th at the Conference Center. We experienced a good crowd for this first event and had good feedback from those in attendance. The next concert is scheduled for June 15th and will feature the BC & the Big Rig band.
- BlackGold Farmer's Market – We will be kicking off Glenpool's Farmer's Market on Saturday June 10th. This event will run every Saturday through October 7th from 8:00 a.m. to 12:00 p.m. We anticipate hosting approximately 20 vendors for June 10th and will limit the vendors to 30 throughout the summer to help us manage year one more effectively.
- Red, White and Boom Bash – Glenpool will once again be hosting our patriotic festivities with a concert featuring The Yacht Club and fireworks on Saturday, July 1st. We will have children's games and food trucks. Thank you to Glenpool Public Schools for allowing us to use the site just north of the football field again this year.

Miscellaneous

- Red, White and Boom Bash – Saturday, July 1st
- July 3rd – Council meeting cancelled
- July 4th Holiday – City facilities will be closed on Tuesday, July 4th.
- Summer Concert Series – July 20th @ 6:30 p.m.
 - This event is set for the third Thursday of May, June, July and August this year at the Conference Center. We will be hosting a band each evening and offering food trucks and children's activities.
- Glenpool Farmer's Market – Saturdays from 8:00-12:00 weekly throughout the summer and into the fall

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City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

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MINUTES
City Council Regular Meeting
Monday, June 5, 2023 Council Chambers 6:00 PM

COUNCIL PRESENT:

Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

STAFF PRESENT:

David Tillotson
Susan White
Wendy Knight
Gerald S. Gilbert
Sarah Cage
Joe Wuest
Jeremy Plane

- A) Call to Order - Joyce G. Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:00 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor**
Wendy Knight called the roll, Mayor Calvert declared a quorum present.
Scott Major of Rosenstein, Fist & Ringold was also in attendance.
- C) Invocation – Jason Cowan, Faith Church**
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) Departmental Reports**
[CM Report.06052023](#)
[Development Services Report - June 5 2023](#)
[2023-05 Streets Parks Report](#)

F) Mayor Report – Joyce G. Calvert, Mayor

- Friday was the legislative forum, sponsored by the Chamber of Commerce. Attending were State Representatives Lonnie Sims, Mark Lawson, and Chris Banning, as well as Senator Todd Gollihare. It was a good forum with a lot of questions asked and answered. Mayor Calvert encouraged residents to attend if they would like to talk to their representatives. She added that they did a top notch job.

G) Council Comments

Vice-Mayor Kearns spoke on behalf of Joe Mann, who could not attend the meeting this evening. Mr. Mann has closed Crossfit Bellator, and has opened Kingdom 24 Fitness & Recovery, which is now Glenpool's only 24 hour gym. They are an excellent choice for good health, weight loss, great work outs - weights, free weights, machines, cardio machines and recovery with massage chairs and saunas.

Councilor Lund announced that graduation is over - she no longer has a senior, but has a freshman in college.

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) Minutes from May 15, 2023 meeting.
[City Council Regular Meeting - 15 May 2023 - Minutes - Html](#)
- 2) Resolution No. 2023007, a Resolution nominating Ed Tinker as a candidate for an open position on Oklahoma Municipal Retirement Fund Board of Trustees, representing District One.
[Resolution No. 2023007 OMRF Trustee Nomination](#)
- 3) Engagement Letter from Hinkle & Company, CPA to conduct the fiscal year ending June 30, 2023 Annual Audit.
[Hinkle & Company Eng Ltr - Audit](#)
- 4) Engagement Letter from Crawford & Associates, P.C. to prepare the financial statements for fiscal year ending June 30, 2023.
[Crawford Assoc. Eng Ltr - Fin Stmt Prep](#)
- 5) Engagement Letter from Crawford & Associates, P.C. to perform monthly financial accounting for Fiscal Year 2023-2024.
[Crawford Assoc. Eng Ltr - Accounting services](#)
- 6) FY23-24 Property, General Liability and Workers Compensation

insurance renewals from Oklahoma Municipal Assurance Group.

[OMAG Insurance Renewals](#)

- 7) Contract/Agreement Renewal form with Tulsa County BOCC to extend the FY21 CDBG Contract.

[Staff Report - CDBG Contract Renewal 2024FY.docx](#)

- 8) Acceptance of 2022-2023 Annual Chamber report.

Mayor Calvert removed item number 8, Acceptance of 2022-2023 Annual Chamber report from the Consent Agenda.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve item numbers 1-7 of the Consent Agenda.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[052223 \(seventh\) year accomplishments for City Council](#)

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

- 1) Sydney Bland, Chamber of Commerce Director, provided revised report to City Council.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To accept the 2022-2023 Annual Chamber report.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Revised Chamber Report](#)

K) Scheduled Business

- 1) Public Hearing for the purpose of receiving public comments, if any, on the proposed FY 2023-2024 Annual Budget.

- a. Open Public Hearing – Joyce G. Calvert, Mayor
- b. Presentation of Proposed Budget – David Tillotson, City Manager
- c. Facilitate Public Comments – Joyce G. Calvert Mayor
- d. Close Public Hearing – Joyce G. Calvert, Mayor

- a. Mayor Calvert opened the Public Hearing at **6:16 pm**.
- b. Mr. Tillotson presented the proposed budget.
- c. There were no public comments.
- d. Mayor Calvert closed the Public Hearing at **6:35 pm**.

[FY23-24 Proposed Budget](#)

- 2) Discussion and possible action to approve, deny, or amend Resolution No. 2023006, a Resolution of the Governing Body of the City of Glenpool to Comply with and Operate in Accordance with the Municipal Budget Act and Approve the Fiscal Year 2023-2024 Annual Budget. (David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of Resolution No. 2023006, a Resolution of the Governing Body of the City of Glenpool to Comply with and Operate in Accordance with the Municipal Budget Act and Approve the Fiscal Year 2023-2024 Annual Budget.

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To approve Resolution No. 2023006, a Resolution of the Governing Body of the City of Glenpool to Comply with and Operate in Accordance

with the Municipal Budget Act and Approve the Fiscal Year 2023-2024 Annual Budget.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Budget Resolution No 2023006](#)

- 3) Discussion and possible action to approve, deny or amend the Interlocal Agreement between City of Glenpool and Board of Tulsa County Commissioners for Elwood Ave from 131st St to 121st St S and 131st St S from Elwood Ave to Peoria Ave (Elm St) and 141st St S from Peoria Ave (Elm St) to Lewis Ave.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the Interlocal Agreement between City of Glenpool and Board of Tulsa County Commissioners for Elwood Ave from 131st St to 121st St S and 131st St S from Elwood Ave to Peoria Ave (Elm St) and 141st St S from Peoria Ave (Elm St) to Lewis Ave. The estimated cost to overlay per road segment is \$100,000. Tulsa County has proposed that Glenpool and Jenks split 50% over the cost of the overlay. This means that Glenpool would pay \$25,000 for each mile at a total cost of \$75,000 under this agreement. Funds for this overlay project would be taken from the current fiscal year General Fund Reserve Account if approved.

Moved by Chris Brobst, seconded by Joyce Calvert

To approve the Interlocal Agreement between City of Glenpool and Board of Tulsa County Commissioners for Elwood Ave from 131st St to 121st St S and 131st St S from Elwood Ave to Peoria Ave (Elm St) and 141st St S from Peoria Ave (Elm St) to Lewis Ave.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			

Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report - Interlocal Agreement.TC and Jenks](#)

- 4) Discussion and possible action to approve, deny or amend the trial period for the alternate work schedule and office hours at City Hall and Utility Billing by making this schedule permanent.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the trial period for the alternate work schedule and office hours at City Hall and Utility Billing by making this schedule permanent. The employees who work under the alternate schedule are happy with the schedule and find that it makes scheduling doctor's appointments or other tasks easier given the half-day on Fridays. Mr. Tillotson has not had any complaints reach his office from the public or developers about the alternate schedule.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve the trial period for the alternate work schedule and office hours at City Hall and Utility Billing by making this schedule permanent.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED

[Staff Report - Alternate Work Schedule \(002\)](#)

- 5) ***MAYOR CALVERT CALLED FOR A RECESS AT 6:43 P.M.
MEETING RECONVENED AT 7:00 P.M.**

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)** discussing the purchase or appraisal of certain real property, pursuant to Title 25, Section 307(B)(3) of the Oklahoma Statutes.

(David Tillotson, City Manager)

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To enter into Executive Session at 7:01 p.m.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

- 6) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Mayor)

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To reconvene in Regular Session at 8:20 p.m.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

- 7) Discussion and possible action to authorize the City Manager to negotiate a contract for the purchase of certain real property by the City on terms consistent with those discussed in executive session, subject to approval of the final contract terms by the City Council at a future

meeting.
(David Tillotson, City Manager)

Moved by Joyce Calvert, seconded by Chris Brobst

To authorize the City Manager to negotiate a contract for the purchase of certain real property by the City on terms consistent with those discussed in executive session, subject to approval of the final contract terms by the City Council at a future meeting.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

L) Adjournment

Mayor Calvert declared the meeting adjourned at 8:21 p.m.



To: Mayor and Council, GUSA Chair and Trustees

From: David Tillotson, City Manager

Date: June 14, 2023

Subject: Resolution #2023008

Background:

Based on Oklahoma law regarding the encumbrance of annual revenues, the City and GUSA have renewed certain Security Agreements whereby the City secured to bondholders payment of the debt service on the Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, issued by GUSA as of September 1, 2019. Each year the City and GUSA have agreed to deposit in the general fund each month, as received from the Oklahoma Tax Commission, proceeds derived from sales tax to be paid by the City to GUSA to be used by GUSA for the funding of debt service on the projects for which the foregoing revenue bonds were issued.

The proposed Joint Resolution No. 2023008 is required to reaffirm annually the Security Agreement that collateralizes sales tax collected by the City for payment of GUSA debt service on the 2019 Refunding Bonds. This Resolution is required to be submitted to BOKF, National Association, as "Trustee" of the bonds no later than July 31, 2023, pursuant to Section 4 of the 2019 Security Agreement.

Staff Recommendation:

Staff recommends that the City and GUSA adopt Joint Resolution 2023008.

Attachment:

- Proposed Joint Resolution No. 2022003
- Security Agreement, dated September 1, 2019

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

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**JOINT RESOLUTION NO. 2023008 OF THE CITY OF GLENPOOL
AND THE GLENPOOL UTILITY SERVICES AUTHORITY**

A RESOLUTION AUTHORIZING THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY TO RENEW THAT CERTAIN SECURITY AGREEMENT BY AND BETWEEN THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY WITH RESPECT TO THE ISSUANCE OF THE GLENPOOL UTILITY SERVICES AUTHORITY UTILITY SYSTEM REVENUE BONDS, TAXABLE REFUNDING SERIES 2019, DATED AS OF SEPTEMBER 1, 2019

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, dated as of September 1, 2019, (the "Refunding Bonds") in order to fund a Project that consisted of paying the outstanding principal amount due at that time on the Series 2010 A, Series 2010 B and Series 2011 Utility System Revenue Bonds issued by the Authority as of December 1, 2010, and January 1, 2011, respectively (the "Prior Bonds").

WHEREAS, in order to better secure the payment of the Refunding Bonds, the City and the Authority entered into a certain Security Agreement whereby City tax revenues are pledged to debt service on the Bonds; and

WHEREAS, all things required to have been done to make the Security Agreement a valid and binding agreement by and between the City and the Authority have been done.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma, and the Board of Trustees for The Glenpool Utility Services Authority, **THAT**:

§ 1. The City Council and the Board of Trustees for The Glenpool Utility Services Authority shall and hereby do exercise the option provided by Section 4 of the Security Agreement to renew such Security Agreement for the fiscal year period commencing July 1, 2023, and concluding June 30, 2024.

§ 2. Notice of such renewal shall be provided to the Bond Trustee, as defined in such Security Agreement, and to Bond Counsel, not later than July 31, 2023.

PASSED AND APPROVED by the City Council of the City of Glenpool and the Board of Trustees of the Glenpool Utility Services Authority this 19th day of June 2023.

CITY OF GLENPOOL

GLENPOOL UTILITY SERVICES AUTHORITY

Joyce G. Calvert, Mayor

Joyce G. Calvert, Chair, Board of Trustees

ATTEST:

APPROVED AS TO FORM:

Wendy Knight, City Clerk and GEMS Clerk

City Attorney and Trust Authority Counsel

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of the 1st day of September 2019, by and between **THE GLENPOOL UTILITY SERVICES AUTHORITY** (the "Authority") and the **CITY OF GLENPOOL, OKLAHOMA** (the "City").

W I T N E S S E T H :

WHEREAS, The Authority has been created by a Declaration of Trust, dated as of June 12, 1967, as amended, designating the members of the governing body of the City as Trustees of the Authority for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City and the Authority did enter into a Lease effective as of January 24, 1973 pursuant to which the City did lease to the Authority its presently existing and after acquired revenue producing utility systems (hereinafter collectively called the "System") for an extended term of fifty (50) years commencing November 1, 2010 to and including November 1, 2060; and

WHEREAS, the City did adopt Ordinance No. 40, dated February 7, 1972, which was approved by the qualified electors of the City at an election held July 31, 1973 levying and assessing a two percent (2%) sales tax to be used for the purpose of the support of the functions of the municipal government of the City. In addition the City did adopt Ordinance No. 176, dated August 24, 1982, which was approved by the qualified electors of the City at an election held October 5, 1982, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of paying the principal and interest requirements on General Obligation Bonds of the City with the surplus to be retained in the General Fund of the City to be used for any lawful purpose, and the City did adopt Ordinance No. 457, dated January 2, 2001, which was approved by the qualified electors of the City at an election held March 6, 2001, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of acquiring, constructing, equipping, operating and/or maintaining capital improvements and/or to be applied or pledged toward the payment of principal and interest on any legal indebtedness, including refunding indebtedness, incurred by or on behalf of the City for such purpose (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined upon a project relating to funding the costs of acquisition, construction, furnishing and equipping certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary and for paying the costs of refunding all of the outstanding indebtedness evidenced by the Prior Bonds and to pay the costs of issuance of such bonds (the "Project"); and

WHEREAS, in order to pay the costs of the Project, the Authority intends to issue its \$40,720,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019 (the "Bonds"); and

WHEREAS, in order to better secure the payment of the Bonds it is necessary that this Security Agreement be entered into; and

WHEREAS, all things required to have been done to make this Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Bonds and use the net proceeds from the sale thereof to fund the Project, as more fully set out in the Bond Indenture, dated as of September 1, 2019, (the "Indenture"), by and between the Authority and BOKF, National Association, (the "Trustee").

SECTION 2. The City agrees, subject to availability and appropriation of funds, to transfer, such proceeds of the Sales Tax (hereinafter referred to as the "Sales Tax Payments") on or before the 1st day of each month, beginning October 1, 2019, and any other dates as determined by the Authority, to the Trustee on behalf of the Authority for immediate deposit in the Authority's Revenue Fund created under the Bond Indenture. Such Sales Tax Payments shall be used as set forth in the Bond Indenture, and shall be in such amounts as are necessary for the payment when due (whether upon the scheduled due date, upon purchase, or acceleration, or otherwise) of (a) principal of and interest on the Series 2019 Bonds coming due at such time; and (b) all other amounts due under the Bond Indenture. In any case where the date fixed for any payment from the City to the Trustee on behalf of the Authority shall not be a Business Day (as defined in the Bond Indenture), then such payment may be made on the next succeeding Business Day. In the event that Sales Tax Payments are not deposited in the Authority's Revenue Fund when due, the Trustee on behalf of the Authority shall give written notice of such failure to deposit to the Authority and to the City, and the City will have five calendar days to deposit such funds. Failure to deposit such funds within such five calendar day period shall constitute an event of default hereunder.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in Section 2 of this Agreement and for no other purposes.

SECTION 4. It is hereby acknowledged that under applicable Oklahoma law, the City may not become obligated beyond its fiscal year (July 1 through June 30) and therefore, the covenants made herein by the City shall be on a year-to-year basis. Payment of the Sales Tax Payments as set out herein is subject to availability of funds and annual appropriation thereof by the City. The Series 2019 Bonds issued by the Authority shall in no way be or become an obligation of the City. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2020. This Agreement may be renewed for successive annual periods commencing July 1, 2020, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority

given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

SECTION 5. The City is not in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained in any material agreement or instrument to which the City is a party or by which the City or any of its property is bound or in any of the obligations, covenants or conditions contained in this Agreement.

The financial statements of the City as and for the period ended June 30, 2018, supplied to the Authority fairly present the financial status and operating results of the City as of such date and for the period covered thereby and there has not been any material adverse change in the financial condition of the City since such date.

The City hereby agrees to supply to the Authority the financial statements prepared by the City no later than December 15 annually, and such other financial information of the City as the Authority may from time to time reasonably request.

SECTION 6. It is understood and agreed that this Agreement is a third party beneficiary contract for the benefit of the owners of the Series 2019 Bonds, and may be pledged and assigned by the Authority as security for the Series 2019 Bonds to be issued pursuant to the Indenture.

SECTION 7. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as listed below, or to such other address as the party concerned may substitute by written notice to the other:

If to the Authority:

The Glenpool Utility Services Authority
12205 S. Yukon Ave.
Glenpool, Oklahoma 74033
Attention: Secretary

If to the City:

City of Glenpool
12205 S. Yukon Ave.
Glenpool, Oklahoma 74033
Attention: City Clerk

SECTION 8. It is the intention of the parties that the laws of the State of Oklahoma shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of the parties.

SECTION 9. No amendment or modification hereof shall be deemed valid unless first reduced to writing and signed and dated by both parties hereto and unless written consent thereto of the Trustee and, under certain circumstances, of the Bondholders has been obtained as more fully set forth in Section 12.02 of the Original Bond Indenture. Fully executed copies of this Agreement

shall be deemed for all purposes as duplicate originals.

SECTION 10. Should any section, clause or provision of this Agreement be invalid or void for any reason, such invalid or void section, clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

SECTION 11. The headings of the several sections of this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

SECTION 12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. The City hereby acknowledges that this Agreement will be pledged to the Trustee for the holders of the Series 2019 Bonds, and the City consents to such pledge. This Agreement may not be assigned by the parties hereto without the written consent of the other parties hereto and the Trustee, and any assignment in contravention hereof shall be void.

IN WITNESS WHEREOF, the Authority has caused this Security Agreement to be signed by its Chairman, attested by its Secretary and has caused the seal of the Authority to be impressed hereon, and the City has caused this Security Agreement to be signed by its Mayor, attested by its City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

[SIGNATURE PAGE FOLLOWS]

THE GLENPOOL UTILITY SERVICES AUTHORITY

ATTEST:


Secretary
(SEAL)




Chairman

CITY OF GLENPOOL, OKLAHOMA

ATTEST:


City Clerk
(SEAL)




Mayor

**City of Glenpool
Budget Amendment**

Fiscal Year: 2022-2023
Amendment No: CITY-08
Date Requested: 15-Jun-23

Note: Adding sales tax revenues collected for TIFs and increaseing transfer to GIA to pay TIFs.

Revenue:

Fund	Account Number	Acct Name	Amount	New Budget Amount
1	01-5-00-5001	Sales Tax	\$ 94,692.27	\$ 7,575,702.27

Expense:

Fund	Account Number	Acct Name	Amount	New Budget Amount
1	01-6-90-6734	Trasfer to GIA	\$ 94,692.27	\$ 603,152.27

Approved by the City of Glenpool:

Mayor

Date



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 14, 2023

Re: Glenpool Public Schools SRO Agreement

Background:

Glenpool Public Schools has contacted with the City for two school resource officers for a number of years. This contract extends the SRO program for the current school year. The cost this year for the school is \$97,189.76, which is the same as last year.

Staff Recommendation:

Staff recommends approval of the School Resource Officer Agreement with Glenpool Public Schools for Fiscal Year 2023-2024.

Attachments:

- Glenpool School District School Resource Officer Agreement

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

**CITY OF GLENPOOL AND GLENPOOL SCHOOL DISTRICT SCHOOL RESOURCE
OFFICER AGREEMENT, INCLUDING DRUG DOG SERVICES (AS AVAILABLE)**

This Agreement ("Agreement") is made and entered into this ____ day of _____ 2023, between Independent School District No. 13 of Tulsa County, Oklahoma ("Glenpool School District") and the City of Glenpool ("City").

WHEREAS, the Glenpool School District and the City desire to enter into an agreement for the funding of two (2) City police officers to serve as School Resource Officers ("SRO") for the Glenpool School District for the 2023-2024 academic year; and

WHEREAS, the Glenpool School District desires to obtain drug dog services so that drug dog searches may be performed on Glenpool School District property; and

WHEREAS, the City desires to provide drug dog services, through one or more mutual aid agreements, to the Glenpool School District to the fullest feasible extent, pursuant to the terms of this Agreement and in accordance with current developments in the laws and cases interpreting the Fourth Amendment to the United States Constitution pertaining to search and seizure.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, the Glenpool School District and the City agree as follows:

I. Consideration for the Agreement

1. The Glenpool School District agrees to fund \$97,189.76 towards salary and all related employee benefits of two (2) SROs for any given academic year in which an SRO is assigned to the duties set forth in this Agreement.
2. The City agrees to invoice the Glenpool School District semi-annually from the City Finance Department. Once-half of the total billing for the academic year (i.e. \$48,594.88) shall be paid by the Glenpool School District no later than January 1, 2024, with the balance due no later than June 30, 2024.
3. The City agrees to administer all payroll functions with respect to payment of the SRO.

II. Qualifications and Duties of an SRO

1. The City, through the Glenpool Police Department, will screen any officer to be used as an SRO in the program and will be responsible for assuring his or her qualifications and training.
2. The City agrees to provide such basic training as may be needed for the SRO

without further charge to the Glenpool School District.

3. The SROs' duties will include:
 - a. Enforcing the laws of the State of Oklahoma, ordinances of the City of Glenpool and, to the extent applicable under current court decisions and interjurisdictional agreements, laws of the Muskogee Creek Nation ("MCN") while on school property (if a given student has verified membership in a tribe other than MCN, appropriate officials will be contacted);
 - b. Serving as an advisor to the Glenpool School District on issues of law enforcement;
 - c. Serving as a liaison to other support agencies, including the Glenpool Municipal Court and MCN Tribal Court, as appropriate within the scope of the SROs' duties;
 - d. Subject to separate informal agreement among the assigned SROs, the Glenpool Police Department and the Glenpool School District regarding frequency, schedule and subject matter, serving as an instructor to the Glenpool School District staff and students on law-related issues;
 - e. Subject to separate written agreement regarding frequency, schedule and scope of any proposed search, serving as liaison to any agency or police department that agrees to provide K-9 Unit services pursuant to this Agreement; and
 - f. Subject to availability and scheduling, providing traffic control assistance on public streets adjacent to Glenpool Public School's various school buildings to facilitate better traffic flow during peak traffic hours.

III. Dog Search/K-9 Provisions

1. Drug dog services will be coordinated and facilitated by the Glenpool Police Department, depending on the availability of K-9 Unit services (including dog and handler) through one or more interagency mutual aid agreement(s).
2. Drug dog searches will be coordinated and facilitated by the Glenpool Police Department on dates to be agreed upon by the parties and set in writing by the Superintendent or Assistant Superintendent in conjunction with the Glenpool Police Department. It is essential that dates, the frequency of visits and the scope/purpose of the search for scheduled searches be agreed upon in writing in advance. In addition to scheduled searches, and dependent on canine availability, emergency drug dog searches may be provided by the Glenpool Police Department upon sufficient notice from the Superintendent and/or Site Administrator.
3. The only additional cost to the Glenpool School District for such drug dog services as may be provided by the City, over the consideration amount provided by Section I above, is any actual cost incurred by the City for the provision of such services. It is anticipated, but not promised, that there will be no additional charge for drug dog services. If any instance of providing the services of a K-9 Unit will result in an additional charge, the City agrees to notify the Glenpool

School District of such charge as part of negotiating the supplemental agreement referenced in subsection III.2., thereby giving the Glenpool School District the opportunity to decline such services.

4. Except under exigent circumstances, each sniff search involving a drug dog shall last no longer than one hour and shall include all school property identified by the Superintendent and/or Site Administrator to be searched. Areas may include, but are not limited to, locker areas, restrooms, classrooms, parking areas, schoolyards and any other areas where prohibited substances could be stored, hidden, placed or found.
5. The drug dog shall sniff areas and not individual persons. However, if the drug dog alerts on an individual person, the SRO or the qualified dog handler will immediately notify a designated Glenpool School District administrator for a possible follow-up search based on reasonable suspicion.
6. Any drug dog involved in a sniff search that is used to provide services under this Agreement must conform to the following requirements:
 - a. The drug dog and the K-9 handler of the dog used must be properly certified under Oklahoma State law;
 - b. The drug dog will be handled only by a qualified K-9 handler with which the drug dog has been certified;
 - c. The K-9 handler must maintain proper training and working logs for the drug dog;
 - d. The drug dog must be experienced and shown reliable in alerting on prohibited substances;
 - e. The K-9 handler of the drug dog must be experienced and shown reliable in recognizing alerts by the drug dog the handler is handling;
 - f. The drug dog must be trained using actual prohibited drugs and not using "pseudo-drugs"; and
 - g. The drug dog must be trained to alert on at least the following substances: marijuana, cocaine, heroin, methamphetamines, and by-products of the listed substances.
7. The Glenpool School District shall identify the City of Glenpool as an additional insured on its general liability insurance, shall provide the City a copy of the declaration page verifying such addition and, to the extent allowed by law, shall waive any claim for liability against the City for any damage to property that may occur during the course of a search authorized by this provision, regardless of whether such damage shall be allegedly or actually caused by the drug dog engaged in the search.
8. The following is a chronology of steps that shall be followed during a routine (non-emergency) authorized drug dog search:
 - a. The Superintendent or Site Administrator will negotiate a schedule of one or more drug dog searches with the Glenpool Police Department as part of the written agreement referenced in Section III.2.;
 - b. Glenpool Police Department will, when possible, ensure that a certified dog is available through one or more mutual aid agreements to provide the

- trained and certified K-9 Unit and will oversee the search;
- c. If no certified K-9 unit is available on a date scheduled for a drug dog search, the Glenpool Police Department will arrange an alternative date or dates until a K-9 unit has been made available and a search is performed;
9. If there is no positive alert, the search shall be terminated.
10. If there is a positive alert from the K-9 Unit, such positive alert shall establish probable cause for the police officer conducting the search and meets the reasonable suspicion standard applicable to a school official to authorize a search of the student. The SRO and/or school officials shall proceed with the next steps:
- a. A duly authorized school official shall then conduct a warrantless search of any property or student as to which the dog alerted, in accordance with school board policy and any applicable law, and shall accept all liability for such compliance;
 - b. If contraband of any kind (not limited to illegal drugs) is found, the student will be subject to normal school disciplinary procedures as well as such criminal action as municipal, state or federal law may permit or require;
 - c. The police officer conducting the search will seize the contraband for destruction or to be retained as evidence, as applicable;
 - d. If a duly authorized school official requests criminal prosecution of the offending student, the Glenpool Police Department will forward all investigative reports to the office of the City Prosecutor, the Tulsa County District Attorney's office, or the appropriate Tribal Attorney General's office, as applicable, depending on the nature and quantity of the contraband or aggravating circumstances and the Tribal membership of the individual(s) involved.
 - e. In this event, the contraband will always be retained as evidence.
11. The SRO (in conjunction with the K-9 Unit officer as appropriate) will provide a written report to the Glenpool School District Superintendent after each search providing the details of the search and its results. In addition, if the Glenpool School District is involved in any type of legal, administrative or other proceedings, including, but not limited to, administrative hearings, due process hearings, mediations, arbitrations or litigation involving a search performed pursuant to this Agreement, the City agrees to cooperate voluntarily with the Glenpool School District, free of charge, including, but not limited to, providing documents, testimony or affidavits from the SRO or any other employees of the City, as needed and appropriate.

IV. Miscellaneous Provisions

- 1. This Agreement is for the 2023-2024 academic year only and will expire by its terms on June 30, 2024.
- 2. This Agreement shall constitute the entire agreement of the parties and may

only be modified in writing signed by both parties.

3. Any renewal of this Agreement shall require adoption by the City Council of the City and the Board of Education of the Glenpool School District and the mutual execution of a subsequent written agreement.
4. If either party desires to terminate this Agreement, the party desiring to terminate must give thirty days calendar notice to the other party of its decision to terminate the Agreement. If terminated by either party the Glenpool School District will be obligated for a pro rata payment to the City of only those school days for which the City provided the SROs and related services to the Glenpool School District.
5. The laws of the State of Oklahoma shall govern this Agreement.

WHEREFORE, the parties hereunto set their hands and seals.

**INDEPENDENT SCHOOL DISTRICT NO. 13
OF TULSA COUNTY, OKLAHOMA**

Attest:

President of the Board of Education

Clerk of the Board of Education

Date

CITY OF GLENPOOL

Attest:

Joyce G. Calvert, Mayor

Wendy Knight, City Clerk

Date

APPROVAL AS TO FORM:

City Attorney



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 13, 2023

Re: Retail Attractions Contract

Background:

The City currently has a contract with Rickey Hayes, the owner of Retail Attractions LLC to assist the City with economic development activities. With the continued growth of our commercial and retail base I believe it is important that the City renew this contract. Mr. Hayes and Retail Attractions has played a vital role in our retail success, and we are currently working on another new project that will have a significant impact to our future if it comes to fruition. There are no changes to the contract or price this fiscal year.

Staff Recommendation:

Staff recommends approval of the Agreement for Economic Development Consulting Services with Retail Attractions LLC.

Attachments:

- Agreement for Economic Development Consulting Services

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

**CONTRACT AGREEMENT
FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES**

PART I. PARTIES

THIS AGREEMENT is made on the 1st day of July, in the year 2023, between the CITY OF GLENPOOL, OKLAHOMA, hereinafter called the CITY, and RETAIL ATTRACTIONS, LLC, hereinafter called the CONSULTANT for professional consulting services as more fully described herein in an effort to attract appropriate retail, residential, office, and other ancillary mixed use development to CITY, subject to the terms and conditions specified in this Agreement.

PART II. TERM OF AGREEMENT

CITY intends to contract CONSULTANT for professional economic development consulting services for a TWELVE (12) MONTH period commencing JULY 1, 2023, and concluding JUNE 30, 2024. This Agreement is for a TWELVE (12) month period renewable for an additional twelve (12) month period(s) with mutually negotiated fees, terms, and conditions with written notification of continuation of services between both parties. However, CITY or CONSULTANT may terminate this Agreement as described in Part VII, Paragraph 1. CITY and Consultant acknowledge the state law limitation imposed upon the CITY which prohibits the CITY from entering into contracts which commit to the expenditure of funds beyond the term of the CITY's current fiscal year.

PART III. SCOPE OF SERVICES

CONSULTANT shall provide the following services:

1. Consultant will research, purchase, analyze, and collate a thorough and detailed market study that will prove up and validate retail and other development potential in the CITY and trade area. These reports will provide detailed demographic information, housing and residential data, income data and potential, ethnicity, age, and educational data, projected growth, and retail leakage and sales, as well as retail voids in the market area. Reports will contain the very latest data available and are pulled from the same data sources that national retail and restaurant development professionals currently access. The market reports include CITY limits; five (5), ten (10) and fifteen (15) mile radius reports. In addition to the radius data, drive times in increments of ten (10), fifteen (15), and thirty (30) minutes will also be included. A twenty (20) mile radius or a custom trade area report will also be included depending on your market geography, consumer access into the market, and other factors. The decision to provide the custom trade area or twenty mile radius will be determined after initial findings are evaluated. These detailed market reports will provide insight into the development potential for retail, office, medical and health

services, hospitality, and residential (single family and multi-family) growth potential. These reports will be updated with every new release of data from our data suppliers though the duration of the contract. [Data is usually released two to three times a year]. CONSULTANT will provide all data to CITY personnel as designated in this agreement. Data and market reports will be stored on our servers and will be available via the internet. CITY will own the data.

2. CONSULTANT will prepare a summary for Consultant's use to highlight the key demographics and attributes of the trade area. This marketing material will include a map of the trade area, and a condensed summary of market data and will be used to introduce the CITY's community to Consultant's extensive network of commercial and residential developers and retail, restaurant, hotel, and corporate tenants.
3. CONSULTANT will bring broad-based experience and knowledge of incentives and their practical applications to craft development agreements that will profit both the private and public sectors and truly encourage new investment. CONSULTANT will work with CITY staff to develop incentive packages that are advantageous to the CITY and the prospective businesses with priority given to needs of the local municipality. CITY administrators and elected officials should be prepared to deal with incentive requests from developers and retail and restaurant tenants in this very competitive economy.
4. CONSULTANT will work with CITY staff members, CITY officials and other agents of the CITY as designated by the CITY to identify recruitment targets that will meet the long term needs of the CITY and will be targeted in response to the leakage gaps identified. Also, Consultant's initial strategy will be to identify and target retail and restaurant entities that will draw consumers from outside the market area into CITY trade area. In addition to targeted retail and restaurant tenants, CONSULTANT will also work toward hotel/motel and other hospitality uses, mixed uses including medical, professional office, warehouse, and residential development as well as industrial and manufacturing deals through our ongoing relationship and work with the Oklahoma Department of Commerce.
5. CONSULTANT will actively recruit targets identified and approved by CITY and supported by data. Recruitment efforts will be through personal contact, mail, email, International Council of Shopping Centers ("ICSC") events, other retail and development conferences and development/industry contacts continually throughout the term of this contract.
6. CONSULTANT will work directly with our extensive network of developers to create interest in the market, define development opportunities and

coordinate/attend meetings with CITY and private sector investors. When timing indicates a deal with a target is imminent or when a target's response indicates the need to intensify our efforts, CONSULTANT will be available to mediate, schedule site tours and meetings and work to close the deal.

7. CONSULTANT will represent the CITY at the International Council of Shopping Centers conference in Texas and the International Council of Shopping Centers RECon conference in Las Vegas in May, and other ICSC and Retail Live! Conferences and other economic development conferences as they occur.
8. CONSULTANT will provide monthly updates to CITY's designated contact. As deemed necessary and requested by the City Manager of the CITY, Consultant will be present for public and private meetings in the CITY to provide status updates on the performance of services under this agreement, specialized training, meet with civic clubs, and meet with CITY staff and elected officials and other appropriate citizen groups, as CONSULTANT'S schedule allows. CONSULTANT will make every effort possible to meet CITY's scheduling.
9. CONSULTANT will bid any specialized marketing materials (printed or video) for local development sites, web updates, retail specific web sites, traffic counts, aerial photography, and grant research and writing under separate bids. The commitment of the CITY for the purchase of any such materials shall be in advance of the order or purchase of said materials in order to bind the CITY to the payment of the purchase. CITY's authorization for purchase shall be in written form, signed by the Mayor and CITY Clerk, evidencing its advance approval for purchase.
10. Standard marketing materials to be developed and supplied by the Consultant as a standard component of this agreement at no additional charge apart from the compensation stated in this agreement are as follows:

Deliverables include market reports for the following geographies: CITY Limits; Five (5), Ten (10), Fifteen (15) Mile Radius reports, Twenty (20) Mile Radius report; Ten (10) Fifteen (15) and Thirty Minute (30) Drive Time Reports. Void Analysis on each geography, Opportunity Gap (Leakage Report) on each geography. Consultant shall be provided by the CITY with a complete copy of the CITY's current Comprehensive Plan. Consultant shall endeavor in its economic development efforts to market the CITY in harmony with the objectives of the CITY's Comprehensive Plan.

11. Consultant and CITY acknowledge that the marketing and recruitment efforts of the Consultant and CITY with potential businesses interests often involves various degrees of protection of sensitive information as confidential information. Additionally, Consultant and CITY acknowledge the necessity of streamlined and well-defined lines of communication as being important to orderly and effective planning and the execution of planning in economic development activities. In the interest of the protection of sensitive information and for the effective use of time and coordination of efforts communications from the CITY to the Consultant and from the Consultant to the CITY shall be limited. Communications with the Consultant by the CITY shall be limited to communications directed through the Mayor or the Manager, or the CITY Attorney. Communications from the Consultant to the CITY shall be directed to the Mayor, CITY Manager, or CITY Attorney. When appropriate and reasonably necessary the Mayor, CITY Manager, or the CITY Attorney may authorize communications between the Consultant and other designated CITY officials or staff.

Amendments to the above Scope of Services may be made as necessary, provided that such Amendments are agreed to in writing by both parties.

PART IV. CONSULTANT'S FEES

1. CITY shall pay CONSULTANT for the Scope of Services described in Part III as follows:

Commencing on July 1, 2023

Includes all data updates and full access to cell phone data and retail and restaurant comparisons through the year			
Retainer (paid monthly) on the first day of the month for length of contract	\$3,500.00 per month	42,000 total for 12-month initial term of contract (July 1 – June 30)	
CITY pays all travel and expenses, (travel and expenses shall be approved by CITY prior to Consultant incurring expenses for same. Expenses may include but not necessarily be limited to air fare, lodging, and meals)			

CITY shall pay CONSULTANT, a monthly retainer in the amount of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3500.00) due on the First day of the month of contracted scope of work.

PART V. CITY'S RESPONSIBILITIES

CITY shall:

1. Assist CONSULTANT by placing at his disposal all available pertinent information, including previous reports and any other data as required for performance of CONSULTANT'S Scope of Services. Retail Attractions, LLC will execute a confidentiality agreement with CITY. CITY will provide Retail Attractions, LLC monitored access to sales revenue data to analyze, but any release of sales revenue information must have CITY approval.
2. Represent that CONSULTANT shall be entitled to rely on the accuracy and completeness of any documents or other materials provided by CITY to CONSULTANT; and that CONSULTANT's use of such documents and materials will not infringe upon any third parties' rights.
3. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
4. Designate one or more representatives authorized to act on the CITY'S behalf with respect to the Agreement. CITY or such authorized representative(s) shall examine the documents submitted by the CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S services except for those decisions or actions that must go before the CITY'S Board of Commissioner's for approval.
5. In the event that CITY needs CONSULTANT to travel to other locations to attend special meetings (outside of or in addition to the proposed scope of work in this proposal, CITY will pay all related travel and expenses for CONSULTANT). Travel pay must be approved by CITY in writing.

PART VI. NOTICES

Reports and notices shall be made by CONSULTANT to CITY'S representative:

David Tillotson
City Manager
City of Glenpool
11205 South Yukon Ave
Glenpool, OK 74033

Reports and notices shall be made by CITY to CONSULTANT or to CONSULTANT'S representative:

Mr. Rickey Hayes
CEO
Retail Attractions, LLC
10301 North 90th East Ave
PO Box 1617
Owasso, OK 74055

PART VII. MISCELLANEOUS PROVISIONS

1. Termination and Suspension. This Agreement may be terminated by either party for convenience or for cause. However, the terminating party must provide the other party no less than sixty (60) days prior, written notification of intent to terminate the Agreement.

CITY shall pay CONSULTANT for all the Services performed up to the date of termination.

The provisions of this Article shall also apply to each individual Amendment, separate and apart from any other Amendments, and without terminating or otherwise affecting this Agreement as a whole.

2. Ownership of Documents. Original documents developed in connection with services performed hereunder belong to and remain the property of CITY. CONSULTANT shall store the originals and may retain reproducible copies of such documents.

All documents, including computer software prepared by CONSULTANT pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by CITY or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. CITY shall hold harmless CONSULTANT and its sub-consultants, if any, against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.

3. Successors and Assigns

CITY and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

4. Relation of Parties. The parties to this Agreement shall not constitute nor create an employer/employee relationship. CONSULTANT is an independent contractor responsible for all obligations relating to federal income tax, self-employment Medicare and FICA taxes and contributions and all other employer taxes and contributions.
5. Controlling Law. This agreement is to be governed by the Law of the State of Oklahoma. Venue shall be in Tulsa County, Oklahoma.
6. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to, court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.
7. Approval Not Waiver. Approval by CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work, nor shall that approval be deemed to be an assumption of that responsibility by the CITY for any defect in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants.
8. Compliance with Applicable Law. CONSULTANT, CONSULTANT'S consultants, agents, employees, and subcontractors shall comply with all applicable federal and state laws, the charter and ordinances of the CITY, and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus, and agencies. CONSULTANT shall further obtain all permits and licenses required in the preparation of the work contracted for in any Amendments to this Agreement.

9. The scope of work outlined in this agreement shall in no way prohibit CONSULTANT from working with any other clients, or being compensated by other clients for work done while this agreement is in force in or out of the CITY.
10. This agreement shall require approval of the City Council to be effective and obligatory upon the CITY. Termination of the agreement pursuant to the terms hereof by the CITY prior to the expiration of the term of the agreement shall be effective following CITY Council action taken to terminate same.

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

CITY:
CITY OF GLENPOOL

CONSULTANT:
RETAIL ATTRACTIONS, LLC

By: _____
Joyce G. Calvert, Mayor

By: _____
Rickey Hayes, CEO

Date: _____

Date: _____



To: HONORABLE MAYOR AND CITY COUNCIL
From: Susan White, Assistant City Manager
Date: June 19, 2023
Subject: CITY/FOP Collective Bargaining Agreement

Background:

The current Collective Bargaining Agreement (CBA) expires June 30, 2023. Negotiating teams for each the City and FOP Lodge 133 met multiple times to discuss amendments to the existing agreement.

The attached red-line version represents changes made to the FY 2021-2023 Agreement, including extending the term to a two-year contract which expires June 30, 2025. Staff and Council previously discussed each of the red-line changes during Executive Session.

I would like to express my appreciation to City Clerk Wendy Knight, FOP E-Board Members, Cpl. Taylor Mitchell, Cpl. Sebastian Duque, and Sgt. Dan Haney for their spirit of cooperation and professionalism as we worked together on this contract.

Staff Recommendation:

Staff recommends approval of the Collective Bargaining Agreement for FYs 2023-2024 and 2024-2025.

Attachments:

Proposed CBA Fiscal Years 2023-2024 and 2024-2025 (Red-line)

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

AGREEMENT BETWEEN
THE CITY OF GLENPOOL, OKLAHOMA,
A MUNICIPAL CORPORATION
AND THE FRATERNAL ORDER OF POLICE
LODGE 133

FISCAL YEARS ~~2021-2022~~2023-2024 and ~~2022-2023~~2024-2025

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ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Collective Bargaining Agreement ("Agreement"), entered into by and between the CITY OF GLENPOOL, OKLAHOMA, hereinafter referred to as "Employer" and LODGE NO. 133, FRATERNAL ORDER OF POLICE, hereinafter referred to as "Lodge," to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. Employer agrees to furnish sufficient copies of the Agreement to the Lodge that the Lodge will be able to distribute a copy to each Employee now employed or employed during the term of the Agreement, one to the Lodge and one to the Chief of Police and his designated assistant. Employer will retain a copy.

ARTICLE 2

AUTHORITY AND TERM

Section 1. The Employer and the Lodge have, by these presents and in accordance with the Fire and Police Arbitration Act, 11 O.S. §§ 51-101 – 51-113, reduced to writing this Collective Bargaining Agreement (“Agreement”) resulting from negotiations entered into by the Employer and the Lodge.

Section 2.

This Agreement shall become effective on the first day of July ~~2024 and 2023~~ and shall remain in full force and effect until midnight, June 30, ~~2023~~2025. Notwithstanding this provision regarding the term of the Agreement, the parties acknowledge that the Employer must comply with the Constitution of the State of Oklahoma and State statutes in all matters dealing with budgets and expenditures. The Employer must comply with 11 O.S. § 17-201 *et seq.* specifically. The parties herein agree that all portions of this Agreement are subject to the appropriation of adequate and sufficient funds for which adoption must be considered by the governing body of the Employer ~~prior subject~~ to adoption of the Employer's ~~2021-2022, and 2022-2023~~2023-2024, and 2024-2025 Fiscal Year budgets.

Section 3. Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Lodge to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days prior to the last day on which monies can be appropriated by the Employer to cover the Agreement period which is the subject of the collective bargaining procedure, except as set out in Section 2 above.

Section 4. It shall be the obligation of the Employer and the Lodge to meet at a reasonable time and confer in good faith with representatives of the Lodge and Employer ten (10) days after receipt of written notice from the Lodge or the Employer requesting a meeting for purposes of collective bargaining.

Section 5. In the event the Lodge and the Employer are unable, within thirty (30) days from, and including the date of the first meeting, to reach an agreement, all unresolved arbitrable issues may be submitted to arbitration at the request of either party, provided that the parties agree not to do so long as they continue to negotiate in good faith.

Section 6. In the event of any unanticipated change in state law or regulations or circumstances external but applicable to this Fiscal Years ~~2021-2022~~2023-2024 and ~~2022-2023~~2024-2025 Agreement that would potentially alter any terms or conditions of this Agreement, the Employer agrees to negotiate any such items and, if a change results, such change will be memorialized by memorandum of understanding without amending this Agreement.

ARTICLE 3

RECOGNITION

Section 1. Employer agrees that in accordance with 11 O.S. 51-103 of the Fire and Police Arbitration Act ("F.P.A.A.") of the State of Oklahoma, the Employer and the Lodge are the only parties which may legally and appropriately confer, negotiate and enter into agreements on behalf of the Employer and the Lodge on matters which relate to wages, hours and other conditions of employment as provided in the F.P.A.A.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 1. The Lodge or any Employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Lodge President or his designated representative may report an impending grievance to the Chief of Police in an effort to forestall its occurrence.

Section 3. Any controversy between the Employer and the Lodge or any Employee concerning the interpretation, enforcement or application of any provision of this Agreement or concerning any of the terms or conditions of employment contained in this Agreement ("alleged occurrence" being the incident or dispute giving rise to the controversy) shall be adjusted in the following manner:

- First Step: An Employee believing himself to be aggrieved shall first discuss the matter with his designated Lodge Representative.
- Second Step: If the Employee and his Lodge Representative believe the grievance to be well founded, such grievance shall be presented to the Chief of Police or his designated Representative within ten (10) business days of the alleged occurrence giving rise to the grievance. Chief of Police shall provide a response within ten (10) business days from receiving the grievance. All matters within the First Step and Second Step may be presented and responded to orally or in writing.
- Third Step: If the grievance is not satisfactorily resolved in the Second Step, the Employee may, within ten (10) business days of receiving the Chief of Police or designee's answer in the Second Step, request a meeting among the Chief of Police, the City Manager or his designee, and the Lodge Representative to orally present the grievance. All parties should strive to schedule the meeting within ten business days from the Employee's request, be orally presented by the Employee and the Lodge Representative to the Chief of Police and the City Manager or his designee. An oral response shall be provided within ten (10) business days of this meeting.
- Fourth Step: If the grievance is not resolved in the Third Step, a formal written grievance directed to the City Manager, or his designee, shall be presented within ten (10) business days of the oral response provided in the Third Step. The City Manager, or his designee, shall have ten (10)

business days to provide a written response to the formal written grievance.

Fifth Step: If the grievance is not satisfactorily resolved in the Fourth Step, the Lodge shall notify the City Manager, or his designee, in writing within ten (10) business days after receipt by the Lodge Representative of the foregoing written response from the City Manager, or his designee, that the grievance is either being withdrawn or that the Lodge desires to proceed to arbitration. If the grievance is withdrawn, the process shall conclude at this Fifth Step.

Sixth Step: If the matter is to proceed to arbitration, the City Manager, or his designee, shall submit the answer provided in Step Four, in writing, to the Police Chief, the Employee(s) involved, and the Lodge Grievance Committee within ten (10) business days following the Notice required by the Fifth Step. If the City Manager and the Lodge Grievance Committee have not settled the grievance within that time, it shall be submitted to arbitration as follows:

1. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS).
2. Within ten (10) business days from the receipt of such list, a representative of the Lodge and the Employer shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The Employer shall strike the first name.
3. Either party may notify FMCS and, through FMCS, the person selected as the impartial arbitrator of their selection no later than ten (10) business days after the selection.
4. The date for the arbitration hearing shall be set within ten (10) business days from the date the arbitrator is notified of his selection; provided that any delay resulting from action or inaction of the arbitrator and due to no fault of either party shall be excused.
5. Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Lodge and the Employer.
6. With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decision, findings and

recommendations of the arbitrator shall be deemed final and binding on the parties to this Agreement.

7. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement or amendment hereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments hereof. This shall not preclude individual wage grievances.

8. The cost of the impartial arbitrator shall be shared equally between the Lodge and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 4. All time limits set forth in this Article may be extended by mutual consent but, if not so extended, they must be strictly observed; provided that delays caused by the arbitrator, as provided by paragraph 4 of the Sixth Step, shall be excused.

Section 5. It is specifically and expressly understood that filing a grievance under this Article which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of all rights by both parties, the Lodge or other representatives of the party, to litigate or otherwise contest the findings and decision of the arbitrator rendered through the Grievance Procedure, in any Court or other appeal forum.

ARTICLE 5

WAGE SCHEDULE

Section 1. The parties agree that the wages for the contract period shall be as follows:

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	Step-1	Step-2	Step-3	Step-4	Step-5
Police-Officer	\$19.50	\$20.48	\$21.50	\$22.57	XXXXX
Master-Patrolman	\$23.59	\$24.65	\$25.76	\$26.92	\$28.13
Detective	\$27.86	\$28.97	\$30.13	\$31.34	\$32.59
Corporal	\$27.86	\$28.97	\$30.13	\$31.34	\$32.59
Sergeant	\$31.07	\$32.31	\$33.61	\$34.95	\$36.35
Lieutenant	\$36.92				

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FY23-24 Salary Scale (8% adjustment to PO/MPO with 5% adjustment to ranks)

	Min	Max
PO	\$ 21.06	
MPO	\$ 24.64	\$ 29.57
CPL	\$ 29.25	\$ 35.10
SGT	\$ 32.62	\$ 39.15
LT	\$ 38.33	\$ 45.99

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FY24-25 (3% across the board adjustment)

	Min	Max
PO	\$ 21.69	
MPO	\$ 25.38	\$ 30.46
CPL	\$ 30.13	\$ 36.16
SGT	\$ 33.60	\$ 40.32
LT	\$ 39.47	\$ 47.37

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For the fiscal year 2023-2024, all current Patrol Officers and Master Patrol Officers will receive an 8% raise. All Corporals, Sergeants, and Lieutenants will receive a 5% raise up to the maximum amount allowed in the pay grade.

For the Fiscal year 2024-2025, all members of the bargaining union will receive a 3% raise up to the maximum allowed in the pay grade.

Note: Effective on the July 3, 2023, pay period, an exception to the maximum range will be made for MPO Steve Winders to allow a full eight (8) percent raise. His hourly pay will increase to \$30.38, at which point he will be considered topped-out. In the second year of the contract the wage schedule will increase by three (3) percent. MPO Winders will receive a raise on the July 1, 2024 pay period, up to the maximum for MPO of \$30.46, at which time he will be considered topped-out.

Increases shall be effective on the first full biweekly pay period on or after the effective date, as follows: FY 2023-2024 Wage Schedule, effective July 3, 2023, and FY 2024-2025 Wage Schedule effective on July 1, 2024.

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Rules for Administering the Wage Schedule:

The Employee's "step anniversary date" for purposes of step-annual advancement eligibility, as used in this Contract, is the day and month established when an Employee is placed into a new pay grade as the result of hire, promotion, or reduction in rank. At each Employee's step anniversary date, a

performance evaluation will be conducted by the immediate supervisor, subject to reviewed, and approved by the Police Chief.

Members of the bargaining unit shall be eligible for a four percent Satisfactory Performance Increase (SPI) provided that they are not at the maximum ~~step~~ of in their pay grade. Members of the bargaining unit who are less than four percent from the maximum in their pay grade shall be eligible for a raise up to the maximum pay for their grade.

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Members who are promoted in rank, shall be paid at the lowest step/minimum of the pay grade to which the Member is promoted, provided that such step pay must be at least three (3) percent per hour over the Member's preceding rank and grade.

Section 2. Employees who are assigned to work shifts other than standard day shift shall be entitled to monetary compensation based on their shift assignments. Employees who are required to work a minimum of three (3) shifts other than their regularly assigned shift per pay period, shall be entitled to receive the higher differential. Differential paid will be as follows:

Day shift	0645 to 1445	No differential paid
Evening Shift	1445 to 2245	\$40.00 per pay period
Split Shift	1900 to 0300	\$52.00 per pay period
Midnight Shift	2245 to 0645	\$62.00 per pay period

Section 3. Longevity Pay. Commencing at the beginning of an Employee's ninth-sixth year of service (i.e., upon completion of eight-five full years of service from the Employee's hire date), Employer will pay each Employee longevity pay as follows:

\$.05 x 80 (hours per pay period) x 68 through 12 (years of service) =

i.e. \$32.00 per pay period for 8 years of service; payable in 9th year

\$36.00 per pay period for 9 years of service; payable in 10th year;

\$40.00 per pay period for 10 years of service; payable in 11th year;

\$44.00 per pay period for 11 years of service; payable in 12th year;

\$48.00 per pay period for 12 years of service; payable in 13th year;

\$.10 x 80 (hours per pay period) x 13 through 20 (years of service) =

i.e. \$56 per pay period for 13 years of service; payable in 14th year;

and a Additional \$8 per pay period for each additional year of service; payable in immediately following year.

Effective July 1, 2020, longevity will cap and freeze at 20 years of service for all Employees, except the following:

(i) — longevity pay will freeze at twenty-seven years of service for Tracey Powell and Randy Rains;

- (ii) —longevity pay will freeze at twenty-three years of service for Scott McLellan, Chris Sheldon and Scott Ward.

Payments will discontinue upon retirement (or other termination)

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Police Longevity			
Completed Years of Service	Per Pay Hourly Amount	80 Hour Pay Period	Annual
0			
1			
2			
3			
4			
5			
6	0.30	24.00	624.00
7	0.35	28.00	728.00
8	0.40	32.00	832.00
9	0.45	36.00	936.00
10	0.50	40.00	1040.00
11	0.55	44.00	1144.00
12	0.60	48.00	1248.00
13	0.70	56.00	1456.00
14	0.80	64.00	1664.00
15	0.90	72.00	1872.00
16	1.00	80.00	2080.00
17	1.10	88.00	2288.00
18	1.20	96.00	2496.00
19	1.30	104.00	2704.00
20	1.40	112.00	2912.00

Section 4. Effective the first pay period in January 2018, each patrol squad will have at least one Sergeant and two Corporals assigned to the regular patrol staff. The Criminal Investigation Division will have at least one Sergeant.

Section 5. In situations where there are no ranking supervisors on a given shift, the senior officer on that shift shall be deemed the "shift supervisor." As such he or she shall be compensated at the pay rate of Corporal I for all hours worked under those conditions.

Section 6. Members of the Bargaining Unit who obtain an Intermediate Certification or an Advanced Certification from the Oklahoma Council on Law Enforcement Education and Training shall be compensated at the following rates:

Intermediate Certification \$30/month

Advanced Certification \$80/month

Section 7. Minimum Manning

A. The City agrees that each patrol shift shall be manned with a minimum of three officers under the following conditions:

1. Union agrees that a supervisor, defined as a Sergeant or Corporal, will be on duty during each shift whenever possible. This Supervisor shall be counted toward the minimum manning throughout the trial period.
2. Shift Sergeants shall be responsible for maintaining their shift schedule and the required minimum staffing. If the shift Sergeant is unavailable the shift Corporal assumes this responsibility.
3. All requests for days off under Article 7 and Article 9 must be signed off by the Shift Sergeant, or in the event the shift Sergeant is unavailable the shift Corporal, and the Chief of Police, or his designee. Vacation and Comp time requests will not be approved if they would cause the minimum manning to fall below three; unless:
 - i. An officer can be moved from another shift without causing that shift to fall below minimum manning; and
 - ii. The officer can be reassigned shifts without incurring premium pays, defined as: Call Back Pay, Shift Change (24-hour notice) Pay, Shift Change (Time between shifts) Pay; and
 - iii. The Chief, or his designee, agrees to the request. The FOP agrees that approval by the Chief or his designee is on a "case-by-case" basis and does not constitute past practice.
4. All requests for Sick Leave shall be in accordance with contract and shall be approved by the shift Sergeant, or in their absence the shift Corporal.
5. In recognition of the potential difficulties faced by permanent or semi-permanent shift changes outside of the shift bidding process, the City, when practical, will provide Employees two weeks' notice of such changes.
6. The City and Union agree that dispatching an officer outside the City for routine prisoner transport, emergency orders of detention, etc. is anticipated during the shift and that these officers shall count towards the minimum manning on the shift.
7. The City reserves the right to revoke minimum manning, at the shift level, if a shift's available staffing falls below five personnel due to the following events:
 - i. Military leave of more than fourteen days;
 - ii. An officer is placed on administrative leave;
 - iii. Termination or resignation of an officer;
 - iv. Worker's comp or other medical leave of more than fourteen days.

If the minimum manning levels are revoked the Chief will notify the City Manager and the Union President in writing (email is appropriate) of the revocation, the reason(s) for it, and an approximate timeframe, if known, when the triggering event will end.

ARTICLE 6

HIRING, PROMOTIONAL PROCEDURES AND TRAINING

HIRING

Section 1. All applicants for employment within the City of Glenpool Police Department will be considered on a non-discriminatory basis and further, shall be considered in accordance with the Americans with Disabilities Act and Title VII of the Civil Rights Act. Employees selected for employment within the City of Glenpool Police Department by the properly designated official shall be covered by this Agreement in accordance with the provisions set forth herein.

Section 2. All Employees newly hired as Police Officers, including those already working for the City in another capacity, for the Glenpool Police Department shall be considered new hires and shall commence employment as probationary Employees without seniority.

Section 3. Selection of applicants to fill a vacancy will be at the sole discretion of the City Manager.

PROMOTIONAL PROCEDURES

Section 1. Vacancies within the department that constitute a promotion shall be filled per Police Department policy.

Section 2. All decisions and findings made in accordance with the policy shall be subject to review as set out in the Grievance Procedure Article of this Agreement.

TRAINING

Section 1. The Employer will exercise its best efforts to assist all Employees in attending their selected CLEET course. Shift Sergeant approval is required at least thirty days before each class to accommodate scheduling to maintain minimum manning requirements. This shall include employees requesting days off to facilitate CLEET instruction, Art. 24, Sec. 2.

Section 2. If two or more Employees select the same CLEET training and due to manpower or course attendance or course attendance permits, the Chief, or his designee, shall decide which Employee will attend.

Section 3. All officers will be required to attend a minimum of 40 hours CLEET continuing education training a year. In addition, officers will be required to attend one CLEET legal update a year. If an officer fails to attend the required training and is suspended by CLEET, the officer will automatically be suspended without pay by the Employer. The City Manager may give special consideration on a case by case basis for circumstances beyond the control of the officer. Officers shall be responsible for the reinstatement fee unless circumstances warrant otherwise in the sole discretion of the City Manager.

Section 4. Officers shall select up to four classes per year to attend and apply through the CLEET website, after obtaining approval from their Sergeant.

ARTICLE 7

BASIC WORK PERIOD AND OVERTIME

Section 1. The Parties agree the work period established for Employees covered by this Agreement shall be consistent with the Fair Labor Standards Act. All Employees covered by this Agreement are eligible for overtime compensation. For purposes of this Agreement, the established work period shall be (7) seven days (forty hours per week). Employees shall be scheduled to work five (5) consecutive days per week, eight (8) hours a day, with (2) two consecutive days off. Parties agree that shift rotation assignments made by the Chief of Police shall be the only exception to the established work period as set forth in Section 1. **"Shift rotations"** shall normally occur once every (6) six months. Shift rotation selection shall be conducted on a seniority-based method to begin with Sergeants, Corporals, Master Patrol Officers and then Patrol Officers. The most senior officer will begin by selecting their shift and selections will continue in descending order until all officers of that rank have selected. In the Employer's interest of maintaining supervision on all shifts, effective January 1, 2018, the Chief of Police will adjust Employee's(') shift(s) and day(s) off to facilitate shift rotations to ensure that no shift will be assigned an Employee of lower rank than corporal. The Employer agrees to facilitate staffing as needed to achieve this result.

Section 2. Employees shall receive their regular rate of pay for all hours worked within the work period on their assigned shift. Employees shall receive overtime compensation for all hours worked more than forty- (40) hours within the work period, which shall be compensated at the rate of one and one-half (1 ½) times the Employee's regular rate of pay. Overtime which cannot be divided evenly by fifteen (15) minutes shall be rounded to the nearest one-quarter (1/4) hour. Employees shall designate in writing to the Chief of Police, at the end of each work period, their choice to receive payment for overtime worked in compensatory time or cash payment. Cash payment, if chosen, for overtime worked shall be paid at the rate of one and one-half (1 ½) times the Employee's regular rate of pay. The regular rate is the Employee's base rate plus the hourly rate for any other item required by law to be included in the regular rate. Compensatory time shall accrue at the rate of one and on-half (1 ½) hours compensatory time for each overtime hour worked.

Shift Change – 24-hour notice. Should an Employee be required, due to manpower shortage, to work a shift, or any part of a shift, other than the Employee's regularly assigned shift, with less than 24 hours of notice, then the Employee will be compensated at their regular rate for the hours worked, plus an additional four hours at the regular rate ("premium"). The additional four hours may be compensated in cash payment or as an addition to the Employee's compensatory time bank, at the Employee's discretion. In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Shift Change – Fewer than 8 hours off duty time between shifts. Should an Employee be required, due to manpower shortage, to work an additional shift, or make a change from their regularly scheduled shift that results in fewer than 8 hours of off duty time between shifts, that Employee will be compensated at their regular rate for the hours worked, plus an additional four hours premium compensation at the regular rate. The four hours of premium may be compensated in cash payment or as an addition to the Employee's compensatory time bank, at the Employee's discretion. In no case, shall an

Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Call Back Pay. Should an off-duty Employee be required to report for duty to assist in an emergency, outside of their regularly scheduled shift, that Employee shall receive a minimum of two (2) hours overtime compensation to be taken in cash payment or as an addition to the Employee's compensatory time bank, at the Employee's discretion. In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Section 3. Off-duty Employees required to report to municipal court shall receive a minimum of two (2) hours overtime compensation for their appearance. Off-duty Employees required to be on stand-by for purposes of reporting to municipal court, but are not summoned to appear in court, shall receive up to two (2) hours of overtime compensatory time. Off-duty Employees required to report to federal court, district court, or Department of Public Safety hearings shall receive a minimum of four (4) hours of overtime compensation for their appearance, which includes one (1) hour of travel time, thirty (30) minutes each direction. Off-duty Employees required to be on stand-by for purposes of reporting to federal court, district court, or Department of Public Safety hearings, but are not summoned to appear in court, shall receive up to four (4) hours of overtime or compensatory time.

Section 4. The maximum amount of compensatory time which an Employee may accrue at any one time shall be one hundred sixty (160) hours. Subsequent overtime earned shall be compensated by cash payment at the rate of time and one half (1 ½) until the remaining accrued hours in the compensatory time bank have been sufficiently used to cause the banked hours to fall below one hundred sixty (160). Employees who terminate their employment with the Employer shall receive a cash payment for any unused compensatory time at their rate of pay at termination.

Section 5. Compensatory time may be requested for paid time off at the discretion of the Employee, provided that a minimum of thirty-six (36) hours' notice is given. Any request for compensatory time off shall not adversely affect the operation of the Glenpool Police Department, which may include, but not be limited to, causing staffing to fall below three (3) officers on duty, or no supervisor, defined as a Corporal or Sergeant, on duty. All requests for compensatory time off are subject to review and approval by the Chief.

Section 6. Flexible time may be requested to flex working hours within a single forty (40) hour workweek. Any request to use flexible time off shall be subject to the condition that granting same shall not adversely affect the operation of the Glenpool Police Department, which may include, but not be limited to, causing staffing to fall below three (3) officers on duty, or no supervisor, defined as a Corporal or Sergeant, on duty. All requests for use of flexible time are subject to review and approval by the Chief.

ARTICLE 8

INSURANCE

Section 1. Employer shall provide to all members of the Bargaining Unit, on an annually reviewable basis and at no cost to members of the Bargaining Unit, the same combination of health and other insurance coverage benefits that is offered to all full-time City employees.

Section 2. In accordance with Title 11 § 23-108 of the Oklahoma Statutes, as amended on November 1, 2014, and as it may be amended hereafter, Employer shall offer retiree health benefits to retired Employees upon separation, to be accepted by no later than thirty (30) days following separation, and to their dependents and survivors, with premiums not in excess of 102% of the premium paid by full-time employees, to be paid by the retired Employee. Retired Employees who opt to receive retiree health benefits shall be subject to any changes in benefits coverages and/or premiums in the same manner as regular full-time employees.

ARTICLE 9

ANNUAL LEAVE

Section 1. Members of the Bargaining Unit shall receive vacation time as follows:

1-5	years' service	→	10 shifts per year
6-10	years' service	→	15 shifts per year
11-15	years' service	→	20 shifts per year
16-20	years' service	→	25 shifts per year
21 years – retirement		→	30 shifts per year

Section 2. Members of the Bargaining Unit shall be paid vacation hours in excess of 240 (two hundred forty) hours at a straight time rate of pay. Hours exceeding 240 will be paid to members on ~~their bi-weekly pay-checks~~ the second paycheck of each month.

Section 3. All members of the Bargaining Unit, in recognition of twelve (12) holidays recognized by the Employer during the fiscal year, shall receive 96 hours pay at straight time rate. Such pay shall be paid in a lump sum the second pay period in June. Whether a member is required to work on a recognized holiday shall not have any affect or adjustment upon such holiday pay or regular pay, except as may be outlined in other Articles of this Agreement. Should an Employee terminate employment, he shall be eligible for holiday pay up to and including his termination date with the City.

Section 4. Vacations shall be scheduled insofar as practicable at times desired by each Employee. The Chief, or his designee, will consider the needs of the Police Department and the timing of when requests are submitted when considering the request. It is expressly understood that the final right to designate vacation periods and the maximum number of Employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief, or his designee, to ensure the orderly performance of the services provided by the Employer.

Requests for vacation of two (2) or more consecutive days/shifts must be submitted to the Chief, or his designee, thirty (30) days prior to the starting day of the vacation. The Employee shall be notified within seven (7) working days of the Chief's decision.

Officers requesting to use one (1) day increments of vacation leave must notify the Police Chief or is/her designee as soon as possible but at least thirty-six (36) hours prior to the actual requested leave time.

Seniority cannot be used to alter the already approved vacation requests.

ARTICLE: 10

SICK LEAVE, INJURY LEAVE, AND LIGHT DUTY

Section 1. A regular full-time Employee begins to accrue sick leave upon completion of his/her first full month of employment.

Section 2. *Accrual.* Sick leave is accrued in units of one (1) working day per month.

Section 3. *Expenditure.* Sick leave can be expended in units of no less than one hour. Any sick leave extended beyond three (3) consecutive days or more must be accompanied by a physician's written statement certifying the Employee's condition or his/her immediate family's condition that prevented Employee from reporting to work if deemed appropriate by the City Manager. Sick leave may not be used as vacation leave. Any abuse of sick leave is justification for disciplinary action and possible dismissal.

Section 4. *Eligibility.* Any Employee is eligible to take sick leave for one of the following reasons:

- A. Personal illness or physical incapacity other than incurred on the job, including medical, dental or optical diagnosis or treatment and pregnancy.
- B. Serious illness of a member of the Employee's immediate family requiring the Employee's personal care or attention. Immediate family shall include: husband or wife, father or mother of Employee, sister or brother of Employee, children or legally adopted children of husband or wife or both, or any other person whose relationship could justify the Employee's absence, providing special approval by the department head is first obtained.
- C. Exposure to a contagious disease that in the opinion of the attending physician could jeopardize the health of others.

Section 5. *Procedure.* An Employee who is unable to report for work due to one of the above reasons shall report his/her absence to the on-duty supervisor no less than one hour from which time he/she is expected to report for work stating the reason for the absence and the expected period of the absence. The Employee shall call in each day of a multi-day absence, unless prior agreement has been made with the supervisor or Chief. Sick leave with pay will not be allowed unless such a report is made. This provision may be waived by the Police Chief if the Employee submits acceptable evidence that it was impossible to give such notification. Sick leave shall only be authorized after it is earned and only to the extent that the Employee has accrued same.

Section 6. *Accumulation.* Sick leave may be accumulated to a maximum of seventy-two (72) working days. An Employee who consumes all the sick leave benefits for which he/she is eligible, shall be placed on inactive status, without pay, if so determined necessary by the Police Chief and approved by the City Manager.

Section 7. *Separation.* Upon separation, an Employee will not be compensated for any unused sick leave.

Section 8. *Unauthorized Use of Sick Leave.* If upon investigation, the City Manager or the Police Chief does not consider the circumstances warrant, or did not warrant the absence of an Employee, the Employee shall be required to charge the absence to vacation leave or leave without pay, rather than sick leave and be subject to disciplinary action.

Section 9. *Abuse of Sick Leave.* Abuse of sick leave shall be cause for discipline, up to and including dismissal.

Section 10. *Sick Leave Incentive.* Any Employee who does not use Sick Leave during the fiscal year will be entitled to transfer 16 hours of sick leave to their compensatory leave totals, provided that the 16 hours will not place them over the maximum allowed compensatory time. Employees who believe they are eligible for this incentive must request, in writing to the Human Resources Director with a copy to the Police Chief, that their Sick Leave be transferred. The request cannot be submitted prior to June 1st of each year. Human Resources will, upon verification that the Employee has not used any time through June 30th, initiate the transfer of hours. New Employees shall not be eligible for Sick Leave Incentive until completing their probationary period.

Section 11. *Possibility of Reinstatement.* Any Employee who leaves City employment and returns within a one-year period is entitled to reinstatement of sick leave in the exact amount as was accrued prior to his resignation. Only those Employees in good standing may qualify for this benefit.

Section 12. *Compliance with all applicable laws.*

A. To be in compliance with state law, the Employer and the Lodge agree that on-the-job injury leave will follow **Title 11 O.S. Section 50-116.1** that states: Whenever any member of the police department of any municipality is unable to perform the member's duties because of sickness or temporary disability caused or sustained while in the discharge of the member's duty as such member, notwithstanding the provisions of sections 11 and 12 of Title 85 of the Oklahoma Statutes, the salary shall be paid by the municipality to the member and shall continue while the member is sick or temporarily disabled for a period of not more than six (6) months with the municipality having the option of extending the period for up to an additional six (6) months, not to exceed a total of twelve (12) months, after which said period the provisions for permanent total or permanent partial disability benefits of the **Oklahoma Police Pension and Retirement System** shall apply. Should a member receiving a salary under this section be eligible to receive, and should the salary of the member under this section exceed any temporary disability benefit paid to the member under **Section 1 et seq. of Title 85 of the Oklahoma Statutes**, the member shall transfer said temporary disability benefits under **Section 1 et seq. of Title 85 of the Oklahoma Statutes** to the municipality while the member is sick or temporarily disabled.

B. No benefits shall be payable under this section for any injuries occasioned by the willful intention of the injured Employee to bring about injury to himself or another, or where the injury results directly from the willful failure of the injured Employee to use a guard or protection against accident furnished for his use or where the injury results directly from the intoxication of the injured Employee while on duty, or where the injury results directly from horseplay, playing, or pranks engaged

in by the injured Employee, alone or with others. All benefits provided by this section, except total amount of compensation paid hereunder, shall be in addition to and separate from any sick leave benefits.

C. Employees on occupational injury leave with pay shall be returned to duty at the earliest practical date and may be assigned to light or limited duty by the Employer as determined by the Employee's physician and/or the City Manager when the Employee's physical condition permits such assignment. Duty assignment of this type may be without reference to the Employee's job classification or departmental assignment.

D. In the event an Employee is so injured, as described in the preceding section, it will be the responsibility of the person directly in charge of such Employee to prepare an accident report concerning such injury, containing how, where, and when the injury occurred, together with all pertinent information available. Said report to also contain the names and addresses of all witnesses and fellow Employees who may have been at the scene of said accident, and a general outline of the extent of injury sustained. All written accident reports shall be transmitted to the Human Resources Director not later than twenty-four (24) hours after the occurrence thereof.

E. An Employee on occupational injury leave benefit cannot work for another employer during the time he is drawing this benefit from the Employer.

LIGHT DUTY

Section 1.

A. Purpose: The purpose of this policy is to clarify the conditions under which the Employer will place an Employee on restricted or light duty and to provide guidance to the Department for administering the policy consistently. Modified duty assignments provide beneficial effects to Employees by facilitating rehabilitation from an injury or recovery from an illness, while keeping the Employee as an integral part of the Department's operations.

B. Definition: Temporary Modified Duty Assignment (Light Duty) for the purposes of this policy shall mean the assignment of an Employee suffering from an injury, illness, or diagnosis which requires significant modification of the Employee's normal work assignment and/or responsibilities. Such assignments, if allowed, shall not result in loss of pay or benefits, nor create any permanent positions or any change in formal classification, and shall be considered a temporary response to a short-term situation for the mutual benefit of the Employee and the Employer. Light duty allowed for Employees while on Sick Leave is contingent upon the Employee's request, approval of which is at the sole and absolute discretion of the Employer and the Chief of Police on a case-by-case basis. In no case shall the Employer create otherwise unnecessary or non-existent work duties for the purpose of assigning a unit Employee to light duty. All such assignments shall supplement, not supplant, existing assignments within the City.

C. Scope:

1. This policy will apply to full-time Employees who have a temporary disability resulting from a job related or off duty injury, illness, or diagnosis which prohibits them from performing their full job duties. Employees on injury leave may be assigned to light duty by their employer, as provided by the Current Collective Bargaining agreement between the Employer and the Lodge.

2. Employees must have an injury, illness, or diagnosis that the treating physician reasonably expects to cause them to be unable to perform their regular duty assignment for more than three (3) consecutive shifts to be eligible for light duty assignment.

3. This policy will allow full-time Employees on light duty to attend training under the following conditions: (1) The Employee's physical condition allows them to attend training or educational opportunities that are required to maintain police officer related certifications or appropriate Continuing Educational Units. (2) The Employee requests to attend training as per policy.

D. Responsibility:

1. The Employee's physician must submit all work restrictions before an Employee is eligible for light duty assignment. If there is conflicting medical information and/or opinions among physicians treating the Employee, an independent opinion from a physician selected by the Employer may be utilized to determine medical fitness for full or light duty.

2. The Chief of Police or his/her designee is responsible for monitoring and administering this policy. All requests or recommendations for light duty assignments will include the physical restrictions placed on the Employee by the treating physician. These restrictions will be reviewed by the Chief of Police to determine availability of light duty work and in which light duty position the Employee will be placed. The Chief of Police, with guidance from the Employee's physician, will monitor the Employee's progress in returning to a full duty status.

3. Supervisors who are assigned Employees on light duty are responsible to ensure that the Employee fully understands and follows work modification requirements set forth by the Chief of Police and the Employee's physician.

4. Employees assigned to light duty will be responsible for providing the Chief of Police with a note from the treating physician, no less than once every thirty (30) days, to ensure a continuation of treatment, whether on light duty or injury leave.

E. Non-Compliance (Line of Duty): An Employee's refusal to accept a Modified Duty Assignment which he/she has been deemed medically qualified to perform, or an Employee's non-compliance with the work modifications set forth by the Chief of Police and the treating physician will result in termination from Employment with the City.

F. Conditions: The Employer will consider placing an Employee on light duty assignment for valid reasons including but not limited to the following:

1. To assist an Employee with recuperation from an on or off the job-related injury or illness by reintroducing them gradually to the demands of their full-time position.

2. To conserve resources by having a recuperating Employee assist other Employees of the department in the performance of their duties, provided that such assistance shall not exceed the recuperating Employee's work limitations.

3. To avoid placing a temporarily incapacitated Employee in a position that may aggravate an existing injury or illness or risk harming themselves, co-workers or other persons by assigning them instead to constructive work they can perform within the restrictions of the Chief of Police and treating physicians or by allowing them to attend training classes.

4. To enable an Employee to continue to provide constructive work production while waiting to have a scheduled medical procedure (surgery, test, MRI, CT Scans, etc.).

5. In no case shall any Employee be eligible for light duty assignment for more than twelve weeks in any calendar year.

G. Procedures for Light Duty Assignments

1. When it is determined that an injured or ill Employee is capable of light duty work following an examination by, and upon the Employer receiving notification from the treating physician that the Employee can perform light duties, the Employee shall notify the Chief of Police of his request for light duty assignment.

2. Employees assigned to a light duty assignment MUST report to work at the days and times assigned by the Chief. The light-duty hours will be completed consecutively each workday and they will not be set as rotating hours from day-to-day unless agreed upon by the Chief and the Employee. Employees on light duty shall be required to work on holidays observed by the City of Glenpool unless the holiday falls on the scheduled day off for the light duty assignment. Holiday pay for light duty employees will be paid pursuant to Article 9 the same as officers on non-light duty officers.

3. Employees assigned to light-duty shall wear business casual clothing with no visible insignia identifying them as police officers and no visible duty weapon unless otherwise determined by the Chief of Police. This clothing shall be consistent with the requirements for non-union office personnel. A concealed weapon will be allowed as long as the weapon is department approved and the employee has completed the department's firearms qualifications course and has successfully qualified with the weapon.

4. All fitness programs the Employee participates, if any, while on light duty must first be approved by the Chief of Police and the treating physician.

5. Employees electing to use a sick, vacation or comp time day shall do so in accordance with the current Collective Bargaining Agreement between the Employer and the Lodge.

6. Employees on light duty assignments should notify their assigned supervisor and the Chief of Police every 30 days to make them aware of their progress and timeline of return.

7. Before returning to full-duties Employees on light duty shall notify their assigned supervisor and Chief of Police and present a full release from the treating physician to coordinate their return.

H. Daily Staffing Level: An Employee assigned to light duty shall not be counted toward or as a part of the minimum daily staffing levels set forth in this Agreement.

I. Light Duty Wages: Members assigned to light duty shall be compensated in accordance with their standard hourly rate. They will not be scheduled for accrued overtime and they will not be eligible for any of the situations described in Article 7 of this Agreement that might otherwise result in overtime, except for attendance at Court as approved by the Chief. During the term of a light duty assignment, Employees utilizing annual leave or sick leave shall have the equivalent number of hours deducted from their accrued leave balance for each such occurrence.

ARTICLE 11

DUES AND CHECK OFF

Section 1. Upon written authorization from the Employee, the Employer agrees to deduct regular monthly Lodge dues from the earned wages of those Employees represented by the Bargaining Unit.

Section 2. The deduction shall be made in accordance with the City of Glenpool pay plan in an amount certified to be correct by the Treasurer of the Lodge. Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

Section 3. All eligible members of the Bargaining Unit desiring dues deduction shall individually sign an authorization form provided by the Lodge. Authorization may be withdrawn by the Employee by providing written notice to the Employer at least thirty (30) days prior to the effective date of withdrawal. Unless revoked by the Employee, the authorization will remain in effect until the expiration date of the contract and will be automatically renewable with the adoption of each new contract.

Section 4. The Employer will deduct only Lodge dues from the Employee's paycheck and will not deduct initiation fees, special assessments, fines or other Lodge fees. No deductions will be made when the salary to be paid an Employee is not sufficient to cover the amount to be deducted.

Section 5. The Employer will provide the Lodge Treasurer with a monthly report showing the Employee's name and amount deducted. All deductions refundable at the time of termination or resignation will be refunded by the Lodge.

ARTICLE 12

EDUCATION PAY

Section 1. The Employer and the Lodge recognize that formal education related to the field of Law Enforcement is a benefit to the officer, to the Employer and to our citizens. As such, the Employer agrees to compensate each officer who has completed such studies at accredited universities or colleges in accordance with the following schedule:

<u>Associate's Degree</u>	<u>\$ 75 Monthly</u>
Bachelor's Degree	\$37-100 Monthly
Master's Degree	\$62-125 Monthly

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An officer holding multiple degrees shall only receive the compensation listed for the highest single degree they ~~hold~~hold.

ARTICLE 13

EQUIPMENT - CLOTHING ALLOWANCE

Section 1. All members of the Bargaining Unit shall receive Fifty Dollars (\$50.00) per month cleaning allowance from the Employer. The monthly cleaning allowance will be suspended for any member taking either Sick, FMLA or Workers Compensation leave in excess of sixty days.

Section 2. The Employer agrees to provide, upon hire, the following list of equipment and clothing:

1. One (1) complete Class "A" Uniform
2. One (1) long sleeve Class "B" Shirt
3. One (1) short sleeve Class "B" Shirt
4. One (1) set of Class "B" Pants
5. Two (2) Class "C" long sleeve shirts
6. Two (2) Class "C" short sleeve shirts
7. Two (2) sets of Class "C" pants
8. One (1) Department training Polo
9. One (1) set of Department training pants
10. One (1) pair boots, up to \$125.00
11. One (1) department approved winter jacket
12. One (1) department approved rain slicker
13. One (1) department approved outer belt with inner liner
14. One (1) department approved weapon mounted light bearing holster and weapon mounted light
15. One (1) department approved double magazine pouch
16. One (1) department approved ASP baton holder
17. One (1) department approved OC spray holder
18. Two (2) department approved handcuffs and cases
19. One (1) department approved radio holder
20. One (1) ASP expandable baton
21. One (1) can of OC spray to be replaced by the City in accordance with manufacturer recommendations/expiration date

22. Twelve (12) sets sew on patches, (1) sew on coat badge, and (1) sew on coat name plate
23. One (1) department approved name plate
24. One (1) set of coat collar brass
25. One (1) set of shirt collar brass
26. Two (2) badges: one (1) duty badge and one (1) flat wallet badge
27. One (1) Glock model 17, with three (3) magazines
28. One (1) department-issued rifle with optic, sling and two (2) magazines, to be consistent with CLEET standards
29. One (1) department-issued shotgun with sling, to be consistent with CLEET standards
30. One (1) department-issued Taser with two (2) cartridges and one (1) holster
31. One (1) ballistic vest with internal and external carrier (i.e. Armor Express Traverse or another carrier of the same quality and style)
32. One (1) traffic safety vest
33. One (1) Glenpool Police commission card
34. One (1) Glenpool Police key cad
35. One (1) extended handcuff key
36. One (1) department issued handheld radio with charger and mic
37. Five hundred (500) department issued business cards
38. One (1) department issued flash drive
39. One (1) department issued Narcan kit
40. One (1) department issued tourniquet and holder
41. One (1) department issued phone
42. One (1) department issued tablet or computer

Section 3. Employer will replace bullet proof vest pursuant to the manufacturer's specification and guidelines as needed, to be determined by the Chief of Police or his designee.

Section 4. Upon retirement due to length of service or physical disability, each Employee shall receive their badges and service weapon that they carried immediately prior to retirement without cost. The corresponding badge number will be retired. In addition, such retired Employee will be given the option to purchase the rifle or shotgun, or both, issued to the retired Employee immediately prior to retirement, at replacement cost.

Section 5. Each member of the Bargaining Unit shall receive a clothing allowance of One Thousand Five Hundred Dollars (\$1,500.00) per year (payable under a non-accountable plan, in two increments of Seven Hundred Fifty Dollars (\$750.00) with the first regular paycheck in July and January of each fiscal year). The K-9 Officer and any Detective(s) shall receive an additional \$100.00 per year.

Employees hired after either of the first pay period in July or the first pay period in December during the Term of this Agreement shall receive the next occurring incremental payment.

Section 6. The Employer/Police Department will provide duty ammo for each Officer to be replaced every two years, generally during annual firearms re-qualifications, in amounts not to exceed one-hundred (100) rounds of 9mm pistol ammunition; sixty (60) rounds of .223 rifle ammunition; ten (10) rounds of 12-gauge .00 buckshot ammunition; and ten (10) rounds of 12-gauge slug ammunition.

Section 7. To maintain proficiency with all department approved firearms, the Employer/Police Department will provide a minimum of 8 hours annual firearms training as well as the practice ammunition outlined herein. This training will be offered quarterly to each member of the bargaining unit. Calendar quarters shall be recognized as: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

If for some reason the department cannot schedule a quarterly range date, or a member of the bargaining unit had an approved reason that he/she cannot attend the scheduled training, and no alternative training date can be provided, the member, upon written request, shall receive the ammo allotment of 50 rounds of 9mm pistol ammunition; 60 rounds of .223 rifle ammunition; 5 rounds of 12 gauge .00 buckshot ammunition; and 5 rounds of 12-gauge slug ammunition for that quarter. This firearms training will not preclude any bargaining member's right to pursue any other form of training throughout the year.

ARTICLE 14

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Fraternal Order of Police recognizes the prerogative of Management to operate and manage its affairs in all respects in accordance with its responsibilities, as defined in State Statutes and with such conditions affecting the public welfare as may arise, and all authority shall be retained wholly by Management. For purposes of this Article 14, the terms "Management" and "Management Officials" mean the City Manager and the Chief of Police, acting together or individually, or such designees as lawfully appointed.

Section 2. Management retains without limitation the following rights in accordance with all applicable laws and regulations:

- (A) To plan, direct, and control all operations relating to the Police Department, and to hire, discipline, suspend, or discharge any member of the Glenpool Police Department, subject to the provisions of this contract.
- (B) To determine the source or sources from which new applicants for work in the Glenpool Police Department shall be secured; and to be the sole judge of qualifications of employees for employment by or retention with the Employer.
- (C) To establish the organization and structure of the Police Department. However, no Officer covered by this Agreement and presently employed by the City, shall be reduced in base salary because of such organization or restructuring.
- (D) Except as specifically modified by this Agreement, all the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of the Employer.
- (E) Upon receiving a complaint of alleged criminal conduct by an officer, the officer shall be entitled to an internal investigation in accordance with departmental policy. During the interim prior to conclusion of the internal investigation the officer may be placed on administrative leave with pay, in the discretion of Management. There will be a predetermination hearing upon conclusion of the internal investigation and a finding that the complaint has been substantiated if potential discipline includes termination, demotion, or suspension without pay.

Section 3. All rules, regulations, fiscal procedures, working conditions, departmental rules and practices and manner of conducting the operation and administration of the Glenpool Police Department in effect on the execution date of this Agreement shall be deemed a part of this Agreement unless and except as modified or changed by the specific terms of this Agreement. This Agreement shall also supersede any personnel policies of the City which conflict with its terms. Except as stated above, the terms and conditions of employment of those individuals covered by this Agreement shall not be altered except by agreement of the parties.

Section 4. Management has the sole authority to determine the purpose, mission, duties, and responsibilities of the City, including the total amount of the budget and its allocation to different function and to establish priorities.

Section 5. It is understood by both parties that, since it is impossible to anticipate and describe every duty of any officer that may be connected with departmental operations, job descriptions may not always be comprehensive. Employees - at the discretion of Management - may be required to perform duties not specifically defined in their job description but which may reasonably be considered to be incidental to the performance of their duties just as though they were actually written out in the job description.

ARTICLE 15

PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Glenpool Police Department currently in effect on the effective date of any negotiated agreement ("Past Practices") shall be deemed a part of said agreement unless and except as modified or changed by the specific terms of such agreement.

Section 2. The burden shall be on the proponent of any Past Practice to establish by reasonable documentation or weight of the evidence the existence of such Past Practice on the effective date of this Agreement.

ARTICLE 16

PROHIBITION OF STRIKES

Section 1. Employees and Employer acknowledge and agree that they are bound by all provisions of the Fire and Police Arbitration Act with respect to any work stoppage, slowdown or strike.

ARTICLE 17

PERSONNEL FILES

Section 1. It is agreed that all materials concerning training, performance evaluations, investigations, complaints, reprimands, counseling sessions, supervisory notices, Brady/Giglio discoverable documents or any other documentation that might be considered either beneficial or detrimental to an Employee's position, advancement or future with the Glenpool Police Department ("Personnel Record(s)") shall be placed in the Employee's permanent personnel file on file in the Employer's office of Human Relations, provided that the respective Employee shall in all cases be notified in writing of any Personnel Record prior to its placement in his permanent personnel file; and further provided that no such Personnel Record shall be valid or of any effect with respect to such Employee unless either the Employee has signed the Personnel Record acknowledging its receipt and review or the Employer has made a notation that the Employee has refused to sign the Personnel Record, with the date and signature of the Chief of Police or his designee thereon. In all cases, any records, information, documents or material of any kind pertaining to an unfounded/unsubstantiated complaint against an Employee will be removed promptly upon discovery of its defect.

Section 2. The Employee's signature on a Personnel Record described in Section 1 of this Article 17 shall not be deemed agreement with or consent to the Personnel Record and shall signify only acknowledgement of receipt and review. In addition, if any Personnel Record is of such character that the affected Employee considers it potentially detrimental, the Employee shall be given the opportunity to appeal such Personnel Record by following the Grievance Procedure provided by Article IV of this Agreement before it becomes a part of his permanent personnel file.

Section 3. No Personnel Record described in Section 1 of this Article 17 may be considered in connection with decisions pertaining to discipline or advancement unless they are in the Employee's permanent personnel file, provided that nothing in this Article shall prevent the Chief of Police from maintaining informal notes that may be useful in the process of creating Personnel Records.

Section 4. An Employee shall be allowed to review and request copies of his Personnel Records, under the supervision of the Director of Human Resources or a designee, at any reasonable time upon oral or written request to the Director of Human Resources.

Section 5. Any Employee whose Personnel Records shall become the subject of a subpoena, court order, Open Records Act request, or any other third-party request for inspection or copy shall be immediately notified and given an opportunity to object to such disclosure to the extent objection is permitted by applicable law.

Section 6. Recognizing that disciplinary actions and/or adverse Personnel Records are meant to provide a basis for enhanced training and/or counseling with the purpose of improving performance, but are not meant to penalize an Employee perpetually, the Employer agrees, either upon the request of any affected Employee or upon a stated schedule, as applicable, to the closure (by sealing) of any such Personnel Records according to the following procedure:

A. Employer shall close written reprimands and notices of oral reprimands, in the event of no recurrence of the conduct or incident giving rise to the discipline and after the passage

of one (1) year since such conduct or incident occurred, upon completion of the Employee's first annual evaluation following the passage of said one (1) year.

B. Employer shall close records of suspensions of twenty-four (24) hours or less, in the event of no recurrence of the relevant conduct or incident and after the passage of three (3) years since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said three (3) years.

C. Employer shall close records of suspensions of more than twenty-four (24) hours, in the event of no recurrence of the relevant conduct or incident and after the passage of five (5) years since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said five (5) years.

D. The affected Employee may request that any of the foregoing Personnel Records be closed upon passage of the respective stated time periods, without recurrence, even if such passage of time occurs before the Employee's annual evaluation.

E. Requests for closing of the records of disciplinary actions, as provided in subsection (d.) of this Section 5, shall be directed to the Director of Human Resources, who shall be the only person authorized to close any personnel records. In the event of the absence or vacancy of the position of Director of Human Resources, a person designated by the City Manager shall fulfill this requirement.

F. Personnel Records that are dated prior to the recurrence of any conduct or incident giving rise to disciplinary action shall remain in the Employee's personnel file until the records of recurrence are closed in accordance with the foregoing schedules and then simultaneously closed (sealed).

G. Closing (sealing) of any of the foregoing records of disciplinary action shall include all memos, letters, correspondence, complaints and any other written or electronically created documents or materials pertaining to such action, except that the Director of Human Resources may keep, a separate log of disciplinary actions in the event of a performance audit. Such a log may not be used for any purpose relating to the affected Employee's position, advancement or future but shall be used only such audit purpose.

H. Personnel Records that have been closed (sealed) for any of the foregoing reasons and applicable time requirements are not subject to being opened or otherwise used for any purpose except by a court of competent jurisdiction.

I. The foregoing policy of closing (sealing) Personnel Records does not apply to documents or other materials pertaining to the investigation of an alleged criminal offense(s), in which case closing (sealing) will occur only upon the sealing or expunging of criminal charges, or complete exoneration, as the result of an internal investigation or by a court of competent jurisdiction

ARTICLE 18

SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Contract; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

ARTICLE 19

REGULAR AND SPECIAL MEETINGS

Section 1. The Lodge will be permitted to hold regular and special meetings on the Employer's premises, with the understanding that permission, time and location of such meetings must be approved by the Chief or his designee prior to said meeting.

Section 2. It is understood that the Lodge and Employer will cooperate regarding these arrangements, and excessive requests will not be made by the Lodge; and permission to hold meetings shall not be denied by the Employer, so long as the meetings do not impede or interfere with the normal operations of the Police Department.

Section 3. Upon giving five (5) days written notice to the Chief of Police, one or more Lodge members may collectively receive up to an aggregate of 120 hours off for verified Lodge business which must be approved by the President in advance. Compensation for time off shall be based on the officer's hourly rate of pay.

ARTICLE 20

REPLACEMENT OF DAMAGED GOODS

Section 1. The Employer agrees to replace items that may become damaged in the line of duty. The following items shall be replaced:

- A. Prescription eyewear (contacts or glasses), in an amount substantially equivalent to verified replacement cost;
- B. Uniform apparel
 - 1. Trousers
 - 2. Shirts
 - 3. Jacket/Coat
 - 4. Bullet Proof Vest
 - 5. Gun Belt
 - 6. Holster
 - 7. Footwear
 - 8. Ammo Case (Magazine Holder, Loops, Speed Loaders and Holders)
 - 9. Badges, Collar Brass, Nameplate
 - 10. Cuff, Cuff Case
 - 11. Tie/Dickey
- C. Secondary Weapon to be replaced shall not exceed Five Hundred Dollars (\$500.00) and the Employer shall have the option to either repair or replace.
- D. Watches to be replaced shall not exceed Seventy-Five Dollars (\$75.00) in cost.

Section 2. The Employer shall not be responsible for replacement of any personally owned equipment such as scanners, binoculars, or other equipment that is optional for the officer's preferential use.

Section 3. In the event an officer shall have a claim for replacement of damaged property he shall present the claim to the Chief of Police who shall present such claim along with cost of replacement by purchase requisition which shall be presented to the City Manager for approval.

Section 4. When items are damaged by person who is being arrested, the officer shall file a charge against such subject and the cost of damage to officer's goods shall be sought through the municipal court as item of restitution of damages.

Section 5. All officers shall be responsible for any damage to City property when such property damage occurs through the negligence of the officer.

ARTICLE 21

PERSONNEL REDUCTION

Section 1. In the event of personnel reduction or layoffs, the Employee with the least seniority shall be laid off first, subject to a thirty (30) day notice to the Lodge President and the Employee or Employees to be affected, for the purpose of providing the opportunity for incumbent Employees to exercise their pension options. Time in the Glenpool Police Department shall be given the utmost consideration in the event of layoffs.

Section 2. No new Employees shall be hired until the Employee(s) laid off due to reduction in force within the last twelve (12) months and the Lodge have been notified by certified mail. The mailing of said notice by certified mail at the address last given to the Employer by said Employee shall be deemed compliant with said requirements. Any such Employee previously so laid off shall have fourteen (14) days after the mailing of said notification in which to notify the City of Glenpool in writing by certified mail addressed to the City Manager, 12205 S. Yukon Avenue, Glenpool Oklahoma, 74033, of his or her intention to return to work within fourteen (14) days of mailing of the Employer's notice.

Section 3. The Employer shall not be required to notify Officers who are laid off longer than 1 year prior to filling a vacancy. Officers who are laid off for longer than 1 year shall be required to re-apply through the normal hiring process.

ARTICLE 22

GRANT OVERTIME

Section 1. Grant Shift Payments. Any Glenpool Police Department "Employee," as that term is defined in the CBA, who is called upon, and volunteers, to work a shift for which compensation is to be paid from funds awarded to the City of Glenpool by the Grant ("grant shift") shall, solely as compensation for any and every such grant shift and shall in all cases pertaining to any and every such grant shift, be paid at an hourly rate equivalent to one-and-one-half times that Employee's standard hourly rate. This rate of pay for grant shift hours worked shall not vary under any circumstance, to include without limitation all grant shift hours worked on a holiday. This rate of pay shall not be deemed to constitute over-time under any circumstance for purposes of Article 7 of the CBA, notwithstanding its payment at the over-time rate of pay. Compensatory time for grant shift hours is not an option.

Section 2. Section 2 of Article 7 of CBA Not Applicable. The Lodge agrees that NO grant shift hours shall be counted in calculating any Employee's hours worked during a work period as defined in Article 7 of the CBA. Consequently, grant shift hours shall NOT be deemed or in any way compensated as "overtime" hours for purposes of Section 2. Further, NO Employee shall have the option of choosing to accept payment for grant shift hours in the form of compensatory time. Whether any Employee does or does not accrue or exceed 40 hours in any given work period will be determined without reference to grant shift hours and payment for grant shift hours is hereby deemed as a matter that falls altogether outside the scope of Section 2, Article 7 of the CBA for all purposes.

Section 3. Section 3 of Article 7 of CBA Not Applicable. The Lodge agrees that NO grant shift hours shall for any purpose be treated as off-duty call back hours with respect to the provisions of Section 3 of Article 7 of the CBA. Neither the call-back nor stand-by provisions of Section 3 shall have any application whatsoever to grant shift hours. Whether any Employee does or does not accrue time under such call-back or stand-by provisions will be determined without reference to grant shift hours and payment for grant shift hours is hereby deemed as a matter that falls altogether outside the scope of Section 3, Article 7 of the CBA for all purposes.

ARTICLE 23

SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Lodge and Employer shall be subject to the provisions of this Agreement unless the terms of said Appendix specifically delete or change a provision of this Agreement, and all Appendices shall become a part of this Agreement as if specifically set forth herein.

Section 3. It is understood that all time limits found in this Agreement may be extended by mutual concurrence.

Section 4. This Agreement and such subsequent amendments to this Agreement as are memorialized by memoranda of understanding, constitutes the complete and entire understanding of all terms and conditions of employment to be governed by this Agreement during the Term of this Agreement and it cannot be altered in any manner, save by the complete written concurrence of duly authorized agents or representatives of the Lodge and the Employer.

ARTICLE 24

SPECIALTY ASSIGNMENT PAY

Section 1. Employees assigned to a Specialty Unit shall receive \$50.00 per month Specialty Pay as long as they are assigned to the unit. A Specialty Unit is defined as any unit that has two or more members responsible for specialized investigation which requires specialized training or tactics and is approved in writing by the Chief of Police. Department approved Specialty Units at this time include the Criminal Investigation Unit, the Drug Enforcement Unit, the School Resource Officer Unit, the Accident Investigation Unit and the K9 Unit.

Section 2. Employees who have completed a minimum of 100 hours training in a specialized discipline and have become a department approved instructor within the specialized discipline, shall receive \$50.00 per month Specialty Pay as long as they instruct a minimum of one class for CLEET or the Glenpool Police Department in the specialized discipline during the preceding fiscal year and complete any annual requirements mandated by CLEET within the discipline or to maintain their instructor status. In the event an Employee cannot hold the title within their discipline they will cease to receive the Specialty Pay. All officers assigned to any Specialized Discipline will be appointed by the Chief. Department approved Specialized Disciplines include Drug Recognition Expert, Firearms Instructor, Law Enforcement Driver Training Instructor and Defensive Tactics Instructor.

Section 3. Employees may only be paid up to a maximum of \$100.00 per month Specialty Pay for any combination of assignment to a Specialty Unit and/or certification as a Specialized Discipline/Instructor under this Article.

Section 4. Employees tasked with training new officers as part of the Field Training Officer (FTO) Program shall receive one hour of compensation per each shift that an Officer In Training (OIT) is riding with them. The Program consists of fifty-five shifts. FTO pay will apply during the entire program, as well all remedial training authorized by the Chief. FTO pay shall be calculated at the employee's regular hourly wage, i.e. straight time.

ARTICLE 25

OFFICERS' BILL OF RIGHTS

Section 1: The Chief of Police shall establish and put into operation a system for the receipt, investigation and determination of complaints against Police Officers received by the Chief of Police from any person, either through verbal communication to Chief or Assistant Chief, or written statement, email or a completed complaint form. Any complaints made by officers against the Chief of Police must be submitted to the Human Resource Director or the City Manager. The City Manager retains the authority to decide how the matter will be investigated.

Section 2: Whenever a member of this bargaining unit is under administrative investigation for allegations of misconduct and is subject to an interrogation or interview or a request for a written statement as part of an internal investigation by members of the police department, City attorney's office, or City Manager's office, for any reasons which could lead to the officer being disciplined as a result of the internal affairs investigation, such interview or interrogation shall be conducted under the following conditions:

- A. For purposes of this article, Administrative Investigation means any investigation or inquiry conducted by a supervisor, or other person specifically designated by the Chief of Police into an alleged improper conduct by any employee.
- B. The employee will be presented with a NOTICE OF INVESTIGATION FORM upon the first instance of being subjected to interrogation or formal request for information in regard to a complaint. This notice shall include the name of the officer in charge of the administrative investigation, the nature of the complaint against the officer, the name of the complainant. If the complainant is management, the notice will indicate management. The notice shall indicate the date of the alleged infraction. This form shall also contain wording of the Officer Bill of Rights as outlined in this agreement. One copy of this form shall be retained by the officer, and the other shall be signed by the officer as evidence of the compliance with this article as well as understanding of the officer's rights under this section.
- C. Addressing violations of Police Department procedures by an officer is not considered a disciplinary action unless the violation(s) would result in a written reprimand, suspension, demotion, loss of pay, or termination. Therefore, the act of gathering facts regarding a procedural violation(s) and interviewing the accused officer are not to be considered an investigation for the purposes of the Notice of Investigation. If, through the information gathering process, it is determined the officer may be subject to a department defined disciplinary action, then a Notice of Investigation Form must be provided before the investigation proceeds.
- D. INTERROGATION: When a Police Officer is under investigation by the Glenpool Police Department for a complaint received, and is to be interrogated, such interrogating will be conducted as follows:

- I. Preliminary discussions with supervisory personnel within the Police Department in relation to a complaint received, may be conducted to determine the validity of the complaint, however it will not be considered as interrogation as used herein.
- II. The officer being interrogated will be presented with a notice of investigation prior to questioning. This may have been previously provided as listed in Section 2.A. All questions directed to the Officer under interrogation shall be limited in scope to activities, circumstances or events which pertain to the Officer's alleged conduct or act(s) which form the basis for the investigation.
- III. The Officer shall be allowed the right to consult a Lodge representative or any attorney prior to the interview and shall have the right to a representative or attorney to be present at all times during such interview or interrogation.
 - a. Interviewing sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably required.
 - b. In accordance with the "Garrity Rule", if the activities, circumstances, or events which pertain to the Officers conduct or act(s) which form the basis for the investigation could possibly result in criminal charges, the Officer may refuse to answer questions or cooperate with criminal investigation. Such refusal shall not be subject to disciplinary action.
 - c. The officer being interviewed shall not be subjected to any questioning intended to confuse or entrap the officer into providing conflicting responses or to offensive language or threatened with transfer, dismissal, or disciplinary action. During an administrative investigation an officer can be informed a failure to answer questions may result in disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.
 - d. The interviewing of the officer under investigation may be taped and/or recorded in written form at the discretion of the investigating officials. Officers under investigation may record the proceedings with the officer's own equipment at the officer's own expense. Records and tapes compiled by the City shall be retained by the city and may be used at the discretion of the City in administrative hearings or for other administrative purposes.

Section 3:

An officer under administrative investigation may request written notification from the Chief of Police or his designee as to the status of the investigation and why it is still continuing if the

investigation has not been completed within 90 days. An officer under investigation shall receive written notice from the Chief of Police or his designee as to the outcome of any investigation.

Section 4: No officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to the officer's employment, or threatened with any such treatment, by reason of an officer's exercise of rights granted by this Article.

Section 5: All Police Officer's shall have the right to view, listen to or obtain a copy of any video or audio recording produced by equipment worn or used by that officer on or off duty before making a statement or being interrogated in regard to a complaint or investigation. They may not have the right to view other recordings not made by the officer under investigation. The discretion to allow an officer's viewing of recordings not made by the officer will be that of the Chief of Police or his designee.

The parties acknowledge there may be instances in which the individual employee may have a basis to allege that the document or video should not be "immediately" released. In order to fully protect the interest of the employee in those instances, to protect the interest of the public set forth in the Open Records Act, and to allow the city to have a clear direction of how to proceed, the city retains the management right to determine whether a record is subject to public disclosure, and any objection to disclosure should be made as soon as possible and may require legal action by the employee to delay or preclude disclosure. The city acknowledges and will uphold the confidentiality of employment records as allowed by the Open Record Act.

Section 6: Prior to discipline that may result in termination there shall be a pre-determination hearing. The officer shall be entitled to certain rights, including:

1. Written notice of the date and time for the pre-determination hearing at least 5 days prior to the hearing;
2. A hearing chaired by the City Manager or his/her designee;
3. An explanation of the employer's evidence;
4. An opportunity to present his/her side of the story;
5. The right to a representative appointed by the FOP to assist him/her in the pre-determination hearing.
6. If an employee needs to continue the hearing in order to provide additional evidence, a reasonable opportunity shall be provided.

Section 7:

Personal Rights:

Disclosure of Finances- No Officer shall be required to disclose the officer's Own or any member of the officer's family or household's income, assets, debts, expenditures, or other financial information – unless required by State or Federal law.

No Contributions Required- No officer shall be required to donate or contribute to any type of political or charitable campaign.

Conduct Off Duty- An officer shall have the same rights and responsibilities to conduct the officer's private, personal, or social life as other City Employees – provided that such conduct does not jeopardize, degrade, or interfere with the interest or functions of the City or the Police Department.

ARTICLE 26

SUBSTANCE ABUSE PROGRAM

The procedures outlined in this Article for Drug and Alcohol Testing shall supersede and be in addition to, all other articles of this Agreement between the Employer and the Lodge.

Section 1. Policy

The Lodge and the Employer recognize the desirability of maintaining a uniform policy for administering drug and alcohol testing for bargaining unit members in accordance with state and federal law.

The parties agree that the use and abuse of drugs and alcohol while in the workplace constitute a violation of the law, and may also represent a threat to personal and public safety and property and the ability of Employees to perform their jobs. Such behavior shall not be tolerated and the Employer will administer a program to educate Employees regarding the hazards of substance abuse and to eliminate such abuse. The Employer's program shall include efforts to rehabilitate Employees suffering from substance abuse problems.

The parties agree that the Employer and the Lodge have a joint interest in workplace safety, and the elimination of substance abuse. The parties recognize that an effective means to reduce and hopefully eliminate drug and alcohol abuse by Employees is drug and alcohol testing.

Definitions

1. "Alcohol abuse" means the ingestion of alcohol or alcoholic beverages, on or off duty, so that the unit member is under the influence of alcohol while on duty.
2. "Illegal drug" means any drug, which is not legally obtainable, maybe legally obtainable but has not been legally obtained by the unit member, or drug that is being used in a manner or for a purpose by a member other than as prescribed by a physician.
3. "Laboratory" means the medical or clinical facility authorized by the Employer to perform analysis of samples collected under this Article.

4. "Legal drug" means any prescribed drug or over the counter drug, which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.
5. "Medical Review Officer (MRO)" means the licensed professional or substance abuse professional, who has knowledge and training to interpret and evaluate an individual's test results together with an individual's medical history and any other relevant information, authorized by the Employer to perform medical review of the drug testing results.
6. "Medical facility" means the medical or clinical facility authorized by the Employer to perform collections of samples under this Article.
7. "Reasonable suspicion" results when there is an articulable belief based on specific objective facts and reasonable inferences drawn from those facts that a unit member is under the influence of a substance or substances, including, but not limited to, an articulable belief that results from an accident involving a member in which a work-related injury to the member or another person results or property has been damaged as a direct result of the member's use of drugs or alcohol or both.
8. "Substance abuse" means either the use of an illegal drug or alcohol abuse.
9. "Under the influence" means a person who has an alcohol concentration level of 0.04 or greater or a confirmed positive drug screening.

Section 2. Application

This policy applies to all Police Department Employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §551 *et. seq.* (the "Act") as amended. All applicants, and all Employees who have not done so, will be required to acknowledge and sign the Drug/Alcohol Testing Consent Form at Appendix 7.

Section 3. Applicant Pre-Employment Testing

All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the Employer's withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

Section 4. For Cause Testing

Drug and/or alcohol testing may be conducted on any Employee at any time the Employer has reasonable suspicion that there is cause to believe that an Employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances;

1. Observation of drugs or alcohol on or about the Employee's person or in the Employee's vicinity;

2. Observation of conduct on the part of the Employee that suggests that the Employee is impaired or is under the influence of drugs or alcohol;
3. Receipt of a credible report of drug or alcohol use by an Employee while at work;
4. Information that an Employee has tampered with drug or alcohol testing at any time;
5. Negative job performance patterns by the Employee; or
6. Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the Employee of the reason for the test. Additionally, a written record of the situation leading to the drug or alcohol test will be created and signed by the supervisor(s) and forwarded to the Human Resources Director within twenty-four (24) hours of the event.

The Employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The Employee will not be allowed back to work until the results of the test are known.

Section 5. Post-Accident Testing

Post-Accident drug and/or alcohol testing may be conducted on an Employee where there has been damage to Employer property or equipment while the Employee was at work or the Employee or another person has sustained an injury while at work. The post-accident test will be administered while the Employee is still on duty or as close to as possible. No Employee required to take a post-accident alcohol or drug test may use any alcohol or drugs, of any kind, following the accident until he/she undergoes the post-accident testing.

Section 6. Random Testing

The Employer may, at various times, require any member or all members of the bargaining unit to undergo drug or alcohol testing at random.

Section 7. Periodic Scheduled Testing

The may require an Employee to undergo drug or alcohol testing as part of a routinely scheduled Employee fitness for duty examination or in connection with the Employee's return to duty from a leave of absence due to an illness or injury.

Section 8. Post Rehabilitation Testing

The Employer may require an Employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to two (2) years after the Employee's return to work following a confirmed positive test result or following participation in a drug or alcohol dependency program. Post rehabilitation testing will be conducted in addition to any other testing the Employee is subject to under this policy.

Section 9. Substance for Which Tests May be Given

The Employer reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include but not limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, illegal steroid or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA).

Section 10. Methods and Documentation

Collection, storage, transportation, testing facilities and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the premises of the Employer at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed on a second sample that confirms the prior results.

An applicant or Employee will be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. If an Employee wished to challenge the results of the Employer's test, he/she may do so as provided in this policy. The Employee must have had the sample collected within one hour of the Employer's sample and such retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

Section 11. Costs

The Employer is responsible for all costs associated with drug or alcohol testing. However, if an Employee or applicant requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test result to challenge the results of the positive test, the Employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the finding of the challenged positive test. In such case, the Employer will reimburse the person for the cost of the confirmation test.

Section 12. Refusing to Undergo Testing or Tampering with Sample

Employee refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 13. Medical Review Officer

The Employer will contract with a Medical Review Officer who will receive confirmed positive results from the testing facility and evaluate those results in conjunction with the subject Employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or Employee prior to notification of City officials. The applicant or Employee will be given the opportunity to explain the test result.

Section 14. Confidentiality

The Employer will treat all test and all information related to such test, as confidential materials. All records relating to drug testing will be kept separated from personnel records. The records are the property of the Employer but will be made available to the affected applicant or Employee for inspection and copying upon request. Except as set forth below, the records will not be released to any person other than the applicant or the Employee without that person's express written permission. However, the Employer may release the records:

1. To comply with a valid judicial or administrative order;
2. As admissible evidence in a case or proceeding before a court of record or administrative agency if the Employee or the Employer is named as a party in the case or proceeding; or
3. To Employee or agents of the Employer who need access to the records relating to the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 15. Disciplinary Action

The Employer may elect to take disciplinary action, up to and including termination of employment against an Employee who:

1. Tests positive for drugs and/or alcohol;
2. Refused to test under this policy;
3. Adulterates a specimen for a drug or alcohol test.

Positive Test Results

The Employer will evaluate the employment history of any Employee who tests positive for drugs and/or alcohol. The appropriate course of action will be determined based on the Employee's total work record. Where deemed appropriate by management, an Employee may be offered the opportunity to enter an Employee Assistance Program (EAP). Continued employment will be contingent upon the successful completion of an EAP and an agreement to undergo periodic drug and/or alcohol post-rehabilitation

testing for up to two (2) years. However, the Employer reserves the right to initiate disciplinary action, up to and including termination of employment, for the first positive test result. Any decision regarding disciplinary action under this policy by management will be final and binding subject to the grievance process available to permanent full-time members of the bargaining unit.

Employees who have tested positive, and who have been offered the opportunity to participate in a EAP in lieu of termination of employment, will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An Employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks, the Employee will be terminated from employment. Until a negative "return to work" test is supplied, the Employee will be on leave without pay. However, an Employee may request permission to use accrued sick leave, compensatory time and vacation leave. An Employee may request a "return to work" test no sooner than two weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action up to and including termination of employment.

In the event the Employer does not terminate the employment of an Employee who has a positive test result, the Employee who enters an EAP after the positive test results will be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in termination of employment.

An Employee who is discharged from employment because of refusal to undergo drug or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for eligibility for unemployment compensation and the Employer will protest any application for unemployment benefits.

Section 16. Prohibitions

No Employee may report for duty within four hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any Employee to perform any work duties if the supervisor is aware the Employee has an alcohol concentration of 0.04 or greater. No Employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol nor use alcohol during duty time. Further, no Employee may report for duty, drive a City-owned vehicle, operate City equipment or remain on duty when the Employee has used any controlled substance, except when the use is pursuant to the instruction of a physician and where the physician has advised an Employee the substance will not adversely affect an Employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an Employee has used a controlled substance may permit an Employee to be on duty or drive/operate any City vehicle or equipment.

Section 17. Responsibilities of Individuals

To comply with the provision of this policy, each Employee assumes the following responsibilities:

1. Working Under the Influence of Performance Impairing Medication

Employees who have been prescribed legal medication that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.

2. Reporting to Work or Working While Impaired

Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this policy.

3. Reporting Violations

The services provided by certain Employees are performed, at times, under hazardous and dangerous conditions. Thus, Employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

ARTICLE 27

PERFORMANCE EVALUATIONS

Section 1. Employees of the Glenpool Police Department shall have their performance evaluated annually. At each anniversary of an Employee's hire or promotion date, a performance evaluation will be conducted by the immediate supervisor, reviewed and approved by the Police Chief.

Section 2. Employees who fail to meet articulated expectation within a stated time period, will be provided a Corrective Action/Performance Improvement Plan. If an Employee continues to fall below expectations, the Employee may be subject to disciplinary action.

Section 3. When an Employee is evaluated on his/her performance, the Employee shall be given an opportunity to examine the performance evaluation; and to discuss it with his/her supervisor. The Employee shall sign the evaluation form and attach any relevant documents to the form. The signature does not indicate agreement with the evaluation. The Employee shall be given a copy of the performance evaluation. A copy, with any attachments, shall be placed in the Employee's official personnel file.

Section 4. Violations of the procedures contained herein are subject to the grievance procedure; however, the rating determined by the Employee's immediate supervisor and the Police Chief is not a proper subject for the grievance procedure.

ARTICLE 28

LEAVE SHARING

Statement: The Employer recognizes that Employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off more than their available vacation, sick or personal time. To address this, need all eligible Employees of the bargaining will be allowed to donate vacation, sick, or personal time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility: Employees who donate time must be employed with the Police Department for a minimum of 1 year.

Guidelines: Employees who would like to make a request to receive donated time from their co-workers must have a situation that meets the following criteria:

Family Health Related Emergency: Critical or catastrophic illness or injury of the Employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, domestic partner, child, parent or other relationship in which the Employee is the legal guardian or sole caretaker.

Other Personal Crisis: A personal crisis of a severe nature that directly impacts the Employee. This may include a natural disaster impacting the Employee's primary residence such as a fire or severe storm.

Employees who donate time from their unused balance(s) must adhere to the following requirements:

Donation minimum- 4 hours

Donation maximum- 40 hours

Note: Employees who donate time must have sufficient time in their leave balance(s) and will not be permitted to exhaust their balances because they may experience their own personal need for time off. Employees cannot borrow against future leave time to donate.

Employees who receive donated leave time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

The amount of leave hours donated by one Employee to another Employee is considered confidential information.

Employees who are currently on an approved leave of absence cannot donate leave time.

If the recipient Employee has any available vacation, sick, or personal time in their balance, this time will be used prior to any donated leave time. Donated leave time may only be used for time off related to the approved request. Any donated leave that is more than the time off needed will be returned to the donor.

Procedure: Employees who would like to make a request to receive donated time are required to complete a "Request For Donated Leave Time Form", which includes authorization of the HR Director to

notify the FOP President of their request. The FOP President will notify the members of bargaining unit of the need for the sole purpose of soliciting donations.

Employees who wish to donate leave time to a co-worker in need must complete a "Donation of Leave Time Form".

Employees receiving and using shared leave will continue eligibility for employment benefits (healthcare, leave accruals). If conditions of the leave qualify under the Family Medical Leave Act (FMLA), the Employee's paid time will count as FMLA (maximum FMLA = 12 weeks).

All leave donations will be on an hour-for-hour basis and in one-hour increments. No consideration will be given to the dollar value of the leave donated.

Forms for requesting donated leave time and for recording donated leave time are at Appendix 8. These must be completed and submitted to the Human Resources Director by hand or via email.

ARTICLE 29

FOREIGN LANGUAGE INCENTIVE

The Lodge and the Employer recognize that there are members of our community who do not speak English, or who are more comfortable speaking in their native language, may need to use an alternative means of communicating with Law Enforcement.

As such, any member of the bargaining unit who wishes to learn an additional language(s), may do so. The Lodge member will be compensated at their regular hourly rate during training. The member should strive to train during their regular shift. Off-duty training time must be approved by the Police Chief. The training may consist of classroom learning, online training resources (such as Rosetta Stone software, Mango Language applications, or other applications, as approved by the Employer), and interacting with native speakers of the language being trained. The Employer will purchase language training software which shall be shared by all participating members.

After Lodge members have successfully completed training and demonstrated their competency they will be compensated by receiving a \$75/month foreign language stipend. Officers who wish to become multi-lingual may complete and be compensated for 2 language courses, meaning their maximum monthly stipend would be \$150/month after training and competency demonstration. The competency demonstration will consist of a written test, and/or meeting with a professional in the area of teaching the language the member is currently studying (i.e. a local professor, or possibly a native speaker).

To be eligible for a Foreign Language Incentive, the Employer may require the Employee to take and pass a foreign language proficiency test every 2 (two) years, administered by an outside vendor selected by the Employer, or other foreign language certification acceptable to the Employer.

Languages currently accepted:

Burmese

Spanish

The Employer agrees to reassess the need for this Article during negotiations. The Employer reserves full discretion to continue or not continue the Foreign Language Incentive based on the member's course completion or participation during the contract year.

ARTICLE 30
FITNESS FOR DUTY

Employees who complete the department's yearly voluntary fitness testing with a passing score shall receive a \$500.00 lump sum payment to assist in payment for a gym membership of their choice. Testing shall be conducted once a year and one make-up date shall be scheduled for those who are unable to attend the initial testing date. The test shall be open for participation for the month of September with payments to be made with the first pay period of October. The test shall be determined by the Chief of Police. Employees are only allowed to test once per year to qualify for this incentive. The fitness testing shall consist of 1 minute of pushups, 1 minute of sit ups, and a timed 300 meter run. Testers must pass the first station to proceed to the next station in the test. Testers are required to pass ALL THREE stations. Testers will only be tested once at each event; re-testing will not be permitted. Participation in the fitness testing is voluntary and employees will not be compensated for participating in the testing process. The qualifying scores will be based on the 60th percentile of the current Cooper Institute Physical Fitness Assessment as may be updated periodically by the Cooper Institute. The current 60th percentile scores for the fitness testing are listed below:

Cooper Fitness Standards for Law Enforcement

Age Range	Sit-Ups in a Minute		Push-Ups in a Minute		300 Meter Run (Seconds)	
	Male	Female	Male	Female	Male	Female
20-29	42	38	37	21	54.0	61.0
30-39	39	29	30	15	55.0	71.0
40-49	34	24	24	13	64.0	79.0
50-59	28	20	19	12	74.0	NA
60 +	22	11	18	8	NA	NA

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of
_____ 2023+.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

BY: _____
Joyce G. Calvert, Mayor

Attest:

Wendy Knight, City Clerk

APPROVED AS TO FORM:

City Attorney

FRATERNAL ORDER OF POLICE,
LODGE NO. 133

BY: _____
President or Lodge Representative

Attest:

Secretary

APPENDIX 1

EMPLOYEE AGREEMENT AND CONSENT TO

DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon a request made under the drug/alcohol testing policy of the City of Glenpool, to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis as applicable. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under City policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the City of Glenpool and/or its selected physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release all documentation relating to such test to the City of Glenpool and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize the City of Glenpool to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly authorized City of Glenpool management employees will have access to information furnished or obtained because of the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and/or to respond to inquiries or notices from government entities, or such other purposes as are required by law.

I will hold harmless the City of Glenpool, its selected physician and any testing laboratory the City of Glenpool might use, meaning that I will not sue or hold responsible said parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse action that might arise as a result of the drug or alcohol test, even if the City of Glenpool, its selected physician or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the City of Glenpool, its selected physician, and any testing laboratory that the City of Glenpool might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, so long as such release or use of the information is within the scope of this policy and conforms to the procedures explained in the paragraph above.

The City of Glenpool drug/alcohol employee testing policy and this consent to submit to such policy as set forth in this authorization have been explained to me in a language I understand, I comprehend their meaning, and I have been told that if I have any questions about the test or the policy, to address them to my immediate supervisor or the Director of Human Resources and they will be answered as promptly and thoroughly as reasonably possible.

I UNDERSTAND THAT THE CITY OF GLENPOOL, WITHOUT LIMITATION, WILL REQUIRE A DRUG/ALCOHOL SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT, OR WHENEVER OTHER CIRCUMSTANCES GIVE RISE TO A REASONABLE SUSPICION THAT DRUGS OR ALCOHOL HAVE BEEN USED EITHER IN THE WORKPLACE OR OTHERWISE IN SUCH WAY AS TO HINDER JOB PERFORMANCE.

_____ Employee Signature	_____ Employee Printed Name	_____ Date
_____ City of Glenpool Representative	_____ Title	_____ Date

APPENDIX 2-A

Request For Donated Leave Time Form

Date of Request:			
Employee Name:			
Number of Leave Days requested:		Beginning Date:	
Reason for request:			

I understand, that if the reason for leave, qualifies under the Family Medical Leave Act (FMLA), that this paid time will count as FMLA (maximum FMLA = 12 weeks). I understand that I may also need to provide a licensed practitioner's certification of my not being able to work.

I authorize the HR Director to release information concerning my need of donated time, to the FOP President. The FOP President will notify the members of the Bargaining Unit, for the sole purpose of soliciting leave donations.

Employee Signature

Date

HR Director Signature

Date

APPENDIX 2-B

Donation of Leave Time Form

I, _____, wish to donate the hours listed below to _____.

I understand that this leave donation becomes the "property" of the Employee donated to for the duration of the illness/personal crisis or until exhausted. Should the requirement of the donation cease to exist, leaving an unused portion, that portion will be returned to me.

Please indicate the type and amount of leave to be donated:

Type of Leave	# of Hours 4 Hour Minimum	or	# of Days 5 Days Maximum
Sick Leave			
Vacation Time			
Compensatory Time			
Combined Total Cannot Be Greater Than 40 Hours			

Terms and Conditions:

1. I understand that donations must be made in increments of whole hours.
2. I am donating these hours freely and have not been forced or coerced into doing so.
3. My donation, once processed and transferred through payroll, is irrevocable.
4. I understand my leave balance(s) will be decreased by the amount contributed.
5. I certify that after the donation, I will not have fallen below a balance of 40 hours in either my sick or vacation leave.

Employee Printed Name

Employee Signature

Date

HR Director Signature

Date & Time Received

Leave Type	Beginning Balance	Pay Period	Hours Used	Balance
Sick				
Vacation				
Compensatory				

Leave Type	Beginning Balance	Pay Period	Hours Used	Balance
Sick				
Vacation				
Compensatory				



To: Mayor and City Council

From: Susan White, Assistant City Manager

Date: June 14, 2023

Re: Administrative Operations Agreement between GEMS and City

Background:

The GEMS/City Administrative Operations Agreement is set to expire June 30th. This agreement delineates the responsibilities of each organization related to EMS and First Responders within the City. There are no changes to this agreement from the current year except for the dates and Exhibit A. Exhibit A has been updated to include the FY23-24 Approved budget for the City as part of the calculation of the run rate.

Staff Recommendation:

Staff recommends approval of the Administrative Operations Agreement between the City of Glenpool and the "GEMS" District for FY23-24.

Attachments:

- Administrative Operations Agreement – FY23-24

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

ADMINISTRATIVE OPERATIONS AGREEMENT – FISCAL YEAR 2023-2024
[City of Glenpool and “GEMS” District]

This Administrative Operations Agreement (“Agreement”) made and entered into on the date last written below, by and between the City of Glenpool, Oklahoma, a municipal corporation, (“City”) and the Glenpool Area Emergency Medical Service District (“GEMS” or “District”) (together with the City, the “Parties”), expressly amends, replaces and supersedes all agreements previously entered into by the Parties for the purposes set forth herein.

I. Stipulations

A. The Parties acknowledge and agree to the following:

1. City is a municipal corporation doing business within Tulsa County, State of Oklahoma.
2. GEMS is an emergency medical service district as defined in and having all powers, duties and privileges provided under the Oklahoma Constitution, Art. X, § 9C, and was created by vote of the qualified voters of the Glenpool Public School District on February 22, 1983. Since ratification, GEMS has continually functioned as an emergency medical service district and has been administered through five members appointed by the Tulsa County Board of County Commissioners and serving as a Board of Trustees as prescribed by the Oklahoma Constitution.
3. As provided by Title 5, Chapter 2, Article B, Section 1¹ of the Glenpool City Code, the Emergency Medical Response Agency consists of Glenpool Fire Department members who are certified by the Oklahoma Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the Oklahoma Board of Health; and are so designated by the Medical Director, as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, to perform emergency medical services at the scene of an incident requiring emergency medical services, excluding transport, as further provided by Title 5, Chapter 2, Article B of the City Code.

II. City’s Responsibilities

City acknowledges that all GEMS funds are derived from the three-mill ad valorem levy approved by majority vote of the qualified voters of the Glenpool Public School District on the 22nd day of February 1983, and that all such funds shall only be expended for the purpose of providing for the support, organization, operation and maintenance of district ambulance services, including the provision of ambulance services by contract. City further agrees and promises to receive no portion of such GEMS funds beyond the extent to which the following services provided by City to GEMS incur costs for lawful emergency medical service district

¹ The "emergency medical response agency", as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, consists of one or more employees of the City, one of whom shall be designated the Director of the Emergency Medical Response Agency, and all of whom shall at all times be certified by the State Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the State Board of Health. The function of the Emergency Medical Response Agency is to provide assistance to the ambulance service provider, as provided by this "Operational Agreement" and the "Ambulance Service Agreement," as those terms are defined and used in Title 5, Chapter 2, Article A of the City Code, under the direction and control of the Medical Director.

purposes which GEMS may lawfully subsidize in accordance with the Emergency Medical Service District Budget Act, 19 O.S. §§ 1701 – 1723, inclusive²:

- A. City staff persons will provide general clerical and accounting services as requested by the GEMS District Administrator, District Treasurer/Finance Officer, or District Clerk. These services will include at a minimum, use of the City's Enterprise Resource Planning software (Incode), use of the City's online agenda preparation and administration software (iCompass/Diligent), use of City office supplies, computers, network and internet services, encumbrance and payment of approved purchase orders and invoices, and review of banking reconciliation and financial reports necessary to maintain segregation of duties and manage the GEMS approved budget.
- B. City will provide Emergency Medical Response Agency emergency medical services for GEMS, to include: the cost of all personnel dedicated to Emergency Medical Response ("EMR") runs and related functions, EMR contracted training, EMR durable and replaceable medical equipment, supplies, emergency vehicle maintenance and fuel expenses and related services as provided by Title 5, Chapter 2, Article B, Sections 1 and 2 of the City Code³ and will ensure that all persons acting as emergency medical responders shall be properly certified and shall be under the direct supervision of the GEMS Medical Director, as appointed by the GEMS District Board or by contract with an ambulance service provider pursuant to Title 5, Chapter 2, Article A, Section 2 of the City Code,⁴ at a cost to be subsidized by GEMS in an amount appropriated for

² 19 O.S. §1719 provides expressly:

Estimated revenues and appropriation expenditures in the budget of each fund shall be classified in conformity with the accounting system prescribed by the State Auditor and Inspector. Revenues shall be classified separately by source. Expenditures shall be departmentalized by appropriate functions and activities within each fund and shall be classified within the following categories:

1. Salaries and wages, which may include expenses for salaries, wages, per diem allowances and other forms of compensation;
2. Employee benefits paid to any member or employee of the board for services rendered or for employment. Employee benefits may include employer contributions to a retirement system, insurance, vacation allowances, sick leave, terminal pay or similar benefits;
3. Operating expenses, which may include materials and supplies, articles and commodities which are consumed or materially altered when used, such as office supplies, operating supplies and repair and maintenance supplies, and all items of expense to any persons, firm or corporation rendering a service in connection with repair, sale or trade of such articles or commodities, such as services or charges for communications, transportation, advertising, printing or binding, insurance, public utility services, repairs and maintenance, rentals, miscellaneous items and all items of operating expense to any person, firm or corporation rendering such services;
4. Other services and charges, which may include all current expenses other than those listed in paragraphs 1, 2, 3, 5 or 6 of this section;
5. Capital outlays, which may include outlays which result in acquisition of or additions to fixed assets purchased by the district, including land, buildings, improvements other than buildings, and all construction, reconstruction, appurtenances or improvements to real property accomplished according to the conditions of a contract, machinery and equipment, furniture and autos and trucks; and
6. Debt service, which may include outlays in the form of debt principal payments, periodic interest payments, paying agent's fees, or related service charges for benefits received in part in prior fiscal periods as well as in current and future fiscal periods.

³ The Emergency Medical Response Agency shall provide emergency medical services in accordance with the directives and perimeters identified in Title 5, Chapter 2, Article A of the City Code and under the direction of the Medical Director.

⁴ MEDICAL DIRECTOR: The licensed physician appointed by the GEMS district board, or by contract with the ambulance service provider, to perform the duties and responsibilities granted and ascribed to the medical director herein. The medical director may be an employee of the city in the absence of an ambulance service agreement, but is otherwise an employee of, or contractor with, the licensed ambulance service provider so designated by the ambulance service agreement.

that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

III. GEMS' Responsibilities

- A. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees to perform administrative services for GEMS, including services as an administrative liaison between GEMS and City for the purpose of making and delivering such reports to the Board of Trustees as needed to provide information, answer questions and carry out administrative tasks assigned by the Board, ("**District Administrator**") and will ensure that such District Administrator is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2023-2024 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Administrator shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.
- B. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees to perform organizational and record-keeping duties for GEMS in keeping with the Oklahoma Open Meeting Act and Open Records Act, including agenda preparation, minute-taking and documentation ("**District Clerk**"), and will ensure such District Clerk is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2023-2024 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Clerk shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.
- C. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees to perform legal services for GEMS, to ensure that all GEMS activities, contracts and any other actions are in compliance with all applicable constitutional and statutory requirements ("**District Legal Counsel**"), and will ensure such District Counsel is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of his Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2023-2024 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Counsel shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.
- D. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees to perform accounting and budgetary services for GEMS, including management of the accounts of GEMS in accordance with the Emergency Medical Service District Budget Act and making such reports to the GEMS Board of Trustees as needed to keep the Board of Trustees informed regarding its financial status and legal compliance ("**District Treasurer/Finance Officer**"), and will ensure such District Finance Officer is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by

GEMS in an amount appropriated for that purpose by the GEMS FY 2023-2024 budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Finance Officer shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.

- E. GEMS agrees to adopt such rules, policies, and procedures as will provide for orderly, lawful, and expedient emergency medical response agency services, as provided by a separate ambulance service provider agreement with a qualified ambulance service provider to the fullest extent permissible under Oklahoma law.
 - i. GEMS stipulates that the Board of Trustees has the power and duty to promulgate and adopt such rules, policies, and procedures pursuant to Art. X, § 9C of the Oklahoma Constitution.
 - ii. GEMS further stipulates and agrees that the clerical and accounting services provided by City personnel under Section II.A. of this Agreement shall be performed in accordance with the provisions of Title 5, Emergency Preparedness, Chapter 2, Medical Services, Article A, Emergency Medical Services; and Article B, First Responder Service, of the City of Glenpool Code of Ordinances,, as amended by Ordinance 694, adopted by the City Council on March 2, 2015, and any such further amendments, ordinances, resolutions or policies adopted by the City or the Board of Trustees, as applicable and as may directly affect the provision of said services.
 - iii. GEMS further stipulates and agrees that the Emergency Medical Response Agency provided by the City under Section II.B. of this Agreement shall be supervised in such a way as to comply with all requirements of the Oklahoma Emergency Response Systems Development Act and any other applicable laws.
- F. GEMS agrees that it shall provide EMR contracted training, EMR certification fees, EMR durable and replaceable medical equipment, medical oxygen, and all supplies and equipment not otherwise provided by other parties.
- G. GEMS agrees that it shall annually prepare and adopt a budget in accordance with the provisions of the Emergency Medical Service District Budget Act and allocating sufficient funds to comply with all obligations and undertakings of this Agreement.
- H. In consideration of the administrative, financial and emergency medical response agency services provided by City as described in Sections II.A. and II.B. of this Agreement, GEMS agrees to reimburse the City at a mutually agreed upon cost for such services during the term of this Agreement. Such costs shall be included in the annual budget adopted by GEMS as provided in Section III.G. of this Agreement and in accordance with the Emergency Medical Response Service Rate Summary at **Exhibit A**, incorporated herein by reference.

IV. Term of Agreement

This Agreement shall be deemed effective as of July 1, 2023 and shall continue through June 30, 2024. This Agreement will automatically be renewed each subsequent year, beginning July 1, 2024, unless either party notifies the other at least 90 days prior to the same of its intention not to renew.

V. Termination

Either party may cancel this Agreement, with or without cause, prior to the termination date by providing written notice to the other party at least 30 days before the cancelation date.

VI. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the Parties during the term of this Agreement and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of the place of business of either party hereto.

VII. Savings Clause

- A. If any provisions of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are several.
- B. It is understood that the foregoing is a complete understanding of all the terms and conditions governed by this Agreement during the term of this Agreement, and all renewals as provided by Section IV of this Agreement, and it cannot be altered in any manner, save by the complete written concurrence of the Parties subscribing hereto.

In Witness Whereof, the Parties have hereunto set their hands this 19th day of June 2023.

City of Glenpool

Glenpool Area Emergency Medical Services District

Joyce G. Calvert, Mayor

Joyce G. Calvert, Chair of the Board of Trustees

Attest:

[SEAL]

Wendy Knight, City Clerk

Wendy Knight, District Clerk

Approved as to Form:

City Attorney

District Counsel

Exhibit A
Emergency Medical Response Service Rate Summary

Runs Trailing 12 Previous Months		Ratio
EMR	1,527	74%
Fire	549	26%
Total	2,076	

Based on FY2023-2024 Proposed Budget:

	EMR Calls vs. Fire:		74%
	Total		EMR
Total Compensation/Benefits for EMR personnel	\$ 2,801,263	\$	2,060,466
Average per person (total/25)	\$ 112,051	\$	82,419
Annual hours per person	2,912		
Avg hourly personnel cost	\$ 38.48	\$	28.30
Three person crew (\$38.48 X 3)	\$ 115.44	\$	84.91

Fire Truck Expenses

	FY23-24
Maintenance	44,142
Fuel	17,867
Total truck expenses	\$ 62,009

	EMR Calls vs Fire	74%
Estimated number of runs FY2023-2024	2,076	
Average cost per run for truck (constant)	\$ 29.87	

	Total	EMR
Total rate per run (\$115.44 crew, \$29.87 truck)	\$ 145.31	\$ 106.88
Add'l Reimbursement for Accounting Services (12 months x \$275)	\$	\$ 3,300.00
Total Estimated EMR Reimbursement FY23-24	\$	\$ 166,505



To: Mayor and Council

From: David Tillotson, City Manager

Date: September 16, 2021

Re: CDBG Award Amendment Contract

Background:

The City Council in March of 2021 approved a Community Development Block Grant application to Tulsa County for \$123,865.50 in federal funds with a required match of \$643.50 (total project funds of \$124,500) to improve the Kendalwood South Park. The application was approved and awarded in September of 2021, for \$123,701 in federal funds with a required match of \$799 (total project funds of \$124,500). The award has been extended across each fiscal year since then, most recently at the June 5th meeting for FY23-24.

After a series of meetings with Tulsa County and INCOG, they have agreed to amend the award by allocating an additional \$63,399.00 in federal funds no additional required match to add additional playground infrastructure that wasn't covered by the original grant.

Staff Recommendation:

Staff recommends approval of the Contract for Public Improvements for Community Development Block Grant Program.

Attachments:

- Amendment to Contract for FY2021 CDBG Urban County Project.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

**AMENDMENT TO CONTRACT FOR
FY2021 CDBG URBAN COUNTY PROJECT
BETWEEN
CITY OF GLENPOOL
AND
TULSA COUNTY BOARD OF COUNTY COMMISSIONERS
CDBG URBAN COUNTY**

In accordance with the terms of the contract approved October 11, 2021, CMF#20212283 and renewed on June 21, 2022 CMF#20221145, it is hereby mutually agreed that:

1. The City shall be allocated an additional \$63,399.00 from unobligated Tulsa County CDBG Urban County funds and the total under this contract shall be \$187,100.00 for infrastructure improvements consisting of park improvements and park equipment.

IN WITNESS WHEREOF, TULSA COUNTY BOARD OF COMMISSIONERS and CITY OF GLENPOOL have executed this AMENDMENT as of June 19, 2023.

TULSA COUNTY
BOARD OF COMMISSIONERS

By: _____
Chairman

ATTEST:

County Clerk

CITY OF GLENPOOL

By: _____
Mayor

ATTEST:

Town Clerk