



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on June 20, 2022, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool City Council will be assembled for the meeting at the City Council Chambers, 12205 S. Yukon Ave, Glenpool, Oklahoma. Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

Passcode: 974088

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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 20, 2022.**

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) **City Manager Report – David Tillotson, City Manager**
 - 1) [CM Report.06202022](#)
- F) **Mayor Report – Joyce G. Calvert, Mayor**
- G) **Council Comments**
- H) **Public Comments**

5 - 6

I) **Scheduled Business**

- | | | |
|----|---|---------|
| 1) | Discussion and possible action to approve, deny, or amend minutes from June 6, 2022 meeting.
(Wendy Knight, City Clerk)
City Council Regular Meeting - 06 Jun 2022 - Minutes - Html | 7 - 13 |
| 2) | Discussion and possible action to approve, deny or amend Joint Resolution No. 2022003 of the City of Glenpool and the Glenpool Utility Services Authority, 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.
(Frank Ordaz, Treasurer)
Staff memo re 2019 security agreement renewal 2010-2011 bonds
2022 RESOLUTION for Renewal of 2019 Security Agreement
Security Agreement 090119 | 14 - 21 |
| 3) | Discussion and possible action to approve, deny or amend the Crossroads Communications Agreement for Fiscal Year 2022-2023, subject to the approval of the form of the contract by the City Attorney.
(David Tillotson, City Manager)
Staff Report - Crossroads Agreement | 22 - 31 |
| 4) | Discussion and possible action to approve, deny or amend the Retail Attractions Agreement for Fiscal Year 2022-2023, subject to the approval of the form of the contract by the City Attorney.
(David Tillotson, City Manager)
Staff Report - Retail Attractions Agreement | 32 - 40 |
| 5) | Discussion and possible action to approve, deny or amend the Glenpool Chamber of Commerce Agreement for Fiscal Year 2022-2023, subject to the approval of the form of the contract by the City Attorney.
(David Tillotson, City Manager)
Staff Report - Chamber Agreement | 41 - 45 |
| 6) | Discussion and possible action to approve, deny or amend the School Resource Officer Agreement with Glenpool Public Schools for Fiscal Year 2022-2023, subject to approval of the form of the contract by the City Attorney.
(David Tillotson, City Manager)
Staff Report - SRO Agreement | 46 - 51 |
| 7) | Discussion and possible action to approve, deny or amend the Morris Park User Agreement with Indian Nations Youth Sports to host youth football from July 1, 2022 through December 31, 2022, subject to the approval of the form of the contract by the City Attorney.
(David Tillotson, City Manager)
Staff Report - Football User Agreement | 52 - 64 |
| 8) | Discussion and possible action to approve, deny or amend the Memorandum of Understanding with INCOG for mapping and MSAG maintenance.
(David Tillotson, City Manager)
Staff Report - INCOG 911 Mapping MOU | 65 - 68 |

- 9) Discussion and possible action to approve, deny or amend the South County Soccer Club User Agreement for Glenpool-South County Soccer Complex for Fiscal Year 2022-2023, subject to the approval of the form of the contract by the City Attorney. (David Tillotson, City Manager) 69 - 87
[Staff Report - Soccer User Agreement](#)
- 10) Discussion and possible action to approve, deny or amend the State of Oklahoma, Department of Transportation, Project Maintenance, Finance, and Right-of-Way Agreement for Project No.: STP-172E(539)EH, Glenpool Pedestrian & Bicycle Sidewalk Expansion. (David Tillotson, City Manager) 88 - 106
[Staff Report - ODOT Contract Sidewalk Grant](#)
- 11) Discussion and possible action to approve or deny allocating \$137,713 in Undesignated Reserve as Reserved for the Glenpool Pedestrian & Bicycle Sidewalk Expansion project. (David Tillotson, City Manager)
- 12) Discussion and possible action to approve, deny or amend the annual 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, subject to approval of the form of the contract by the City Attorney. (Susan White, Assistant City Manager) 107 - 113
[Staff Report - Admin-Oper Agreement FY22-23 06.20.22](#)
- 13) Discussion and possible action to approve, deny or amend the Custodial Agreement between Vickie Yarbrough and the City of Glenpool, for cleaning of City Offices. (Susan White, Assistant City Manager) 114 - 116
[Staff Report - Yarbrough Custodial Contract.06.20.22](#)
- 14) Discussion and possible action to adopt the use of a consent agenda for future Council meetings. (David Tillotson, City Manager)
- 15) Discussion and possible action to schedule possible dates for a meeting with Muscogee Nation Tribal Council. (David Tillotson, City Manager)
- 16) 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; **B)** engaging in confidential communications between the City Council and its attorney concerning pending litigation, to wit: CCL Ranch Properties, LLC, et al. v. Cardinal Industries, LLC, et al., Oklahoma Supreme Court Case No. DF-119608, the Council having been advised by its attorney that disclosure will seriously impair the ability of the Council to conduct the litigation in the public interest, pursuant to Title 25, Section 307(B)(4) of the Oklahoma Statutes; and **C)** engaging in confidential communications between the City Council and its attorney concerning the appeal in Jenks Outdoor Advertising v. City of Glenpool Board of Adjustment, Oklahoma Supreme Court Case No. 120070, the Council having been advised by its attorney that disclosure will seriously impair the ability of the City to conduct the litigation in the public interests, pursuant to Title 25, Section 307.B.4 of the Oklahoma Statutes.

(David Tillotson, City Manager), (Brian Kuester, City Attorney)

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

J) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on June 17, 2022, by 4:00 pm.

Signed: Wendy Knight

City Clerk



To: Mayor and Council

From: David Tillotson

Date: June 17, 2022

Re: City Manager Report

Open Positions

We have made significant progress over the last month in filling some of our open positions and are down to 8 positions currently open. However, we continue to see a slow response to many of our vacant senior positions. For example, we have received no applications for a City Planner and have only received 1 application for our Public Works Director to date. It is likely we will need to expand the search regionally for these positions. Additionally, we will begin advertising soon for the new positions that were budgeted for FY22-23.

I have noted those positions below that are in the process.

- Public Works: 2 Positions
 - Public Works Director - advertised
 - Equipment Operator
- Police Department: 3 Positions
 - Police Officer (2 positions) – advertised
 - Dispatcher – interviews under way
 - Police Chief
- Finance Department: 0 Positions
 - Controller – position filled, starting mid-July
- Administration: 1 Position
 - Court Clerk – position filled internally
 - Utility Billing Clerk - advertised
- Development Services: 1 Position
 - Planner - advertised

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

Legislative Issues

The special session of the State Legislature is ongoing. Thank you to those that were able to reach out to our local representatives regarding the grocery sales tax bills. Thanks to the overwhelming number of messages they received, the municipal impact bills were pulled. While not a certainty, I am being told that the measure will have a difficult time passing in the Senate. It is likely a commission will be formed to study the issue further.

We have opposed reductions in the grocery sales tax statutes for many years due to the significant impacts it will have on municipalities. Unfortunately, it is difficult to quantify with any degree of accuracy exactly how big of an impact this will make on us because most stores that sell groceries also sell items that would not be exempt. For example, Frank has found information that shows grocery sales account for approximately 56% of all sales at Walmart, but this percentage will fluctuate from store to store. In addition to Walmart and grocery stores like Country Mart, dollar stores and convenience stores all sell items that would likely be tax exempt. I believe we could see an impact to our annual budget of over \$3 million, 43% of our budgeted FY22-23 sales tax revenue, should a grocery tax exemption pass in the future. As you can imagine, a 43% reduction in sales tax revenue would be disastrous for us. Finally, I am concerned that if a grocery exemption passes (as still looks likely in the long term) on the State's portion of the sales tax, we will see significant public confusion as to why we still charge local sales tax on groceries.

This issue will not be going away any time soon. We need to continue to stand firm on the need for our local sales taxes to be kept whole, or in the alternative to be replaced with other forms of income that will be revenue neutral.

Budget Book Information

With the purchase of the new budgeting software has come new ways for the public to interact with our budget book that should improve our transparency. Frank will be presenting these improvements and walk through some of the features of the software.

Miscellaneous

- Red, White and Boom Bash – June 25th
- Independence Day holiday – July 4th
- Council Meeting – July 5th, Tuesday

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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



MINUTES
City Council Regular Meeting
Monday, June 6, 2022 Council Chambers 6:00 PM

COUNCIL PRESENT: Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst

COUNCIL ABSENT: Jacqueline Triplett-Lund

STAFF PRESENT: David Tillotson
Susan White
Wendy Knight
Frank Ordaz
Gerald Gilbert
Jim Martin
Paul Newton

- 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.
Brian Kuester was also in attendance.
- C) Invocation – Jason Yarbrough, First Baptist Church**
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) Firefighter Swearing-In Ceremony – George Miles, Municipal Judge**
Judge Miles administered the oath of office to firefighters Josh Fleak, Brandon Long, and Wyatt Reed.
- F) Development Services Report – Gerald Gilbert, Development Services Director**
[Development Services Report - June 6 2022](#)

G) City Manager Report – David Tillotson, City Manager

- Sewer smell update: A hole in a major airline has been fixed and rewelded. New chemical treatments started last Tuesday.
- **Councilor Brobst** asked for a Kendalwood north and south park updated. **Mr. Tillotson** said the due to changes in the Public Works Director and City Engineer positions, the projects have not moved forward as quickly as hoped. A storm water issue has resurfaced, and will be re-evaluated for remedial repairs. Hopefully progress will be made by late summer/early fall.

[CM Report.06062022](#)

H) Mayor Report – Joyce G. Calvert, Mayor

- **Mayor Calvert** has visited with several legislatures and campaigned for our application regarding ARPA funds to be awarded to the City for a new mechanical sewer plant.

I) Council Comments

Councilor Brobst said that with Memorial Day being last weekend and this being the anniversary of D-Day, he wanted to thank everyone that sacrificed for us to continue to live in this free country, state, and city.

Mayor Calvert thanked Mr. Tillotson for the email he sent to St. Francis Hospital, in the wake of their recent tragedy.

J) Public Comments

There were no public comments.

K) Scheduled Business

- 1) Discussion and possible action to approve, deny, or amend minutes from May 16, 2022 meeting.
(Wendy Knight, City Clerk)

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve the minutes as presented.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

[City Council Regular Meeting - 16 May 2022 - Minutes - Html](#)

- 2) Presentation of the Annual Activity Report by the Glenpool Chamber Director.
(David Tillotson, City Manager) (Sydney Bland, Chamber Director)

Ms. Bland presented the Chamber of Commerce's sixth year accomplishments. No action was taken.

[052622 \(sixth\) year accomplishments for City Council](#)

- 3) Discussion and possible action to approve, deny, or amend a collective bargaining agreement with the International Association of Fire Fighters, Local 2990 for FYs 2022-2023 and 2023-2024.
(Susan White, Assistant City Manager)

Ms. White presented and recommended Council approval of a collective bargaining agreement with the International Association of Fire Fighters, Local 2990 for FYs 2022-2023 and 2023-2024.

Moved by Chris Brobst, seconded by Brandon Kearns

To approve a collective bargaining agreement with the International Association of Fire Fighters, Local 2990 for FYs 2022-2023 and 2023-2024.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

[Staff Report - CBA-CC Agenda.06.06.22](#)
[IAFF FYE 2022-2024.redline draft.smw.05-24-22](#)

- 4) Public Hearing for the purpose of receiving public comments, if any, on the proposed FY 2022-2023 Annual Budget.
- a. Open Public Hearing – Joyce G. Calvert, Mayor
 - b. Presentation of Proposed Budget – Frank Ordaz, Finance Director

c. Facilitate Public Comments – Joyce G. Calvert Mayor

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

a. Mayor Calvert opened the Public Hearing at **6:34 p.m.**

b. Mr. Ordaz presented the proposed FY 2022-2023 Annual Budget.

c. There were no public comments.

d. Mayor Calvert closed the Public Hearing at **6:45 p.m.**

[Staff.Report.FY2022-2023Budget.06.02.22](#)

[Proposed FY2023 Budget City of Glenpool OK June 6 2022](#)

[Exhibit A - Proposed Fiscal Year 2022-2023 Budget by Fund](#)

[Final Proposed Fiscal Year 2022-2023 City Budget Details](#)

- 5) Discussion and possible action to approve, deny, or amend Resolution No. 2022002, 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 2022-2023 Annual Budget. (Frank Ordaz, Finance Director)

Mr. Ordaz presented and recommended Council approval of Resolution No. 2022002, 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 2022-2023 Annual Budget.

Moved by Chris Brobst, seconded by Joyce Calvert

To approve Resolution No. 2022002, 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 2022-2023 Annual Budget.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

[RESOLUTION NO. 2022002](#)

- 6) Discussion and possible action to approve or deny the Contract/Agreement Renewal form with Tulsa County BOCC to extend the FY21 CDBG Contract.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the contract/Agreement Renewal form with Tulsa County BOCC to extend the FY21 CDBG Contract. This contract needs to be extended into next fiscal year so to have access to these funds for their intended purpose of improvements to Kendalwood South park. This grant provided \$123,701 in federal funds with a required match of \$799 (total project funds of \$124,500).

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve the Contract/Agreement Renewal form with Tulsa County BOCC to extend the FY21 CDBG Contract.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

[Staff Report - CDBG Contract Renewal](#)

- 7) Discussion, and possible action to approve or deny an Engagement Letter from Crawford & Associates, P.C. to prepare the financial statements for fiscal year ending June 30, 2022.
(Frank Ordaz, Finance Director)

Mr. Ordaz presented and recommended Council approval of an Engagement Letter from Crawford & Associates, P.C. to prepare the financial statements for fiscal year ending June 30, 2022.

Moved by Brandon Kearns, seconded by Chris Brobst

To approve an Engagement Letter from Crawford & Associates, P.C. to prepare the financial statements for fiscal year ending June 30, 2022.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

[Staff.Report.Crawford.financialstatements.06.01.22](#)

[Glenpool FY22 Financial Statements Crawford Associates May 6 2022](#)

- 8) Discussion, and possible action to approve or deny an Engagement Letter from Crawford & Associates, P.C. to perform monthly financial accounting for Fiscal Year 2022-2023.
(Frank Ordaz, Finance Director)

Mr. Ordaz presented and recommended Council approval of an Engagement Letter from Crawford & Associates, P.C. to perform monthly financial accounting for Fiscal Year 2022-2023. Crawford & Associates have provided excellent accounting services, and staff recommends continuing their services for Fiscal Year 2023 to maintain the financial records until the time that the new comptroller is in place.

Moved by Tim Fox, seconded by Brandon Kearns

To approve an Engagement Letter from Crawford & Associates, P.C. to perform monthly financial accounting for Fiscal Year 2022-2023.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

[Staff.Report.Crawford.acct.service.06.01.22](#)

[Glenpool FY23 Monthly Acct. Services Crawford Associates May 6 2022](#)

- 9) Discussion and possible action to approve or deny FY22-23 Property, General Liability and Workers Compensation insurance renewals from Oklahoma Municipal Assurance Group.
(Wendy Knight, City Clerk)

Ms. Knight presented and recommended Council approval of FY22-23 Property, General Liability and Workers Compensation insurance renewals from Oklahoma Municipal Assurance Group.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve FY22-23 Property, General Liability and Workers Compensation insurance renewals from Oklahoma Municipal Assurance Group.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

[Staff report OMAG renewal](#)
[OMAG Renewal](#)

L) Adjournment

Mayor Calvert declared the meeting adjourned at 6:53 p.m.

To: HONORABLE MAYOR AND CITY COUNCIL
CHAIR AND TRUSTEES OF THE GLENPOOL UTILITY SERVICES AUTHORITY

From: Frank Ordaz, Finance Director

Date: June 3, 2022

Subject: Annual Renewal of Revenue Bond Security Agreement, Securing the Payment of \$40,720,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, Issued as of September 1, 2019

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 Series 2010 A, Series 2010 B and Series 2011 Utility System Revenue Bonds issued by GUSA as of December 1, 2010, and January 1, 2011, respectively. 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 ("Prior Bonds") were issued.

As of September 1, 2019, GUSA issued its \$40,720,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019 ("2019 Refunding Bonds") for the purpose of paying entirely the outstanding principal amount due on the Prior Bonds at that time.

For this reason, renewal of the annual Security Agreement with respect to the Prior Bonds will no longer be necessary. The City and GUSA will now be required to reaffirm annually the obligation of an essentially identical Security Agreement that collateralizes sales tax collected by the City for payment of GUSA debt service on the 2019 Refunding Bonds.

Staff Recommendation:

For all the foregoing reasons and benefits, staff recommends that the City adopt the attached resolution renewing for FY 2022-2023 the Security Agreement applicable to the 2019 Refunding Bonds, effective July 1, 2022.

Staff will ensure delivery of the executed Resolution to BOKF, National Association, as "Trustee" by no later than July 31, 2022, as required by Section 4 of the Security Agreement.

Attachment:

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

**JOINT RESOLUTION NO. 2022003 OF THE CITY OF GLENPOOL
AND THE GLENPOOL UTILITY SERVICES AUTHORITY**

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, 2022 and concluding June 30, 2023.

§ 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, 2022.

PASSED AND APPROVED by the City Council of the City of Glenpool and the Board of Trustees of the Glenpool Utility Services Authority this 20th day of June 2022.

FORTHECITYOFGLENPOOL

**FORTHEGLENPOOLUTILITYSERVICES
AUTHORITY**

Joyce G. Calvert, Mayor

Joyce G. Calvert, Chair, Board of Trustees

ATTEST:

APPROVED AS TO FORM:

Wendy Knight, City Clerk and Clerk for the
Trust Authority

Eric Wade, 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



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 13, 2022

Re: Crossroads Communication Agreement

Background:

The City currently has a professional services agreement with Crossroads Communications, LLC that staff wishes to renew for the 2022-2023 fiscal year. Crossroads continues to provide public relations, communications, marketing and economic development services for the City. These services cannot currently be provided internally by existing City staff and the cost to hire additional staff to handle these services would exceed the cost of the agreement with Crossroads Communications. There are no substantive changes to the contract from last year and cost has stayed the same.

Staff Recommendation:

Staff recommends approval of the Professional Services Agreement with Crossroads Communications, LLC.

Attachments:

- Professional Services Agreement with Crossroads Communications, LLC.

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 FOR PROFESSIONAL SERVICES

Public Relations & Economic Development Consultation Services Crossroads Communications, LLC

This Contract (“Contract”) for Public Relations Consultation Services is made and entered into as of the 1st day of July 2021 by and between the City of Glenpool (“City”), an Oklahoma municipal corporation, and Crossroads Communications, LLC (“Consultant”).

This Contract shall be in effect as of the 1st day of July 2022 and shall be in effect through the 30th day of June 2023. The Contract Term may be extended or renewed by written mutual agreement of both parties.

WHEREAS, the Consultant offers specialized services for which the Consultant is a uniquely and discretely qualified source, to wit: municipal-focused public relations and marketing strategy, communication, planning, and implementation; crisis communications and Public Information Officer (PIO) services; social media and citizen-outreach communications management and execution; successful business attraction projects in numerous Oklahoma communities; providing expert support for economic development efforts; and in-depth research through public and private industry-leading sources to support data assessments and add strength and credibility to its recommendations; and

WHEREAS, the City desires to enter into a Contract with the Consultant for the purposes set forth below.

NOW THEREFORE, the City and the Consultant do mutually agree as follows:

I. Scope of Services

A. Objectives of Contract/Performance Criteria

The objectives of the contractual relationship between City and Consultant are to: manage the City’s public image through public relations; provide consultation regarding community outreach and communication; improve the community environment through public communication across multiple channels; improve the retail environment by providing support, information, advice, assistance and publicity for existing or potential businesses/developers/retailers in the City. Consultant will serve as a resource for public relations advice and project management/execution for the City, as a marketing and advertising advisor and resource for City staff.

B. Public Relations

1. Manage public relations efforts for the City, including writing for the media, distribution, coordination efforts, utilizing media contacts, and event planning within reasonable limitations;

2. As necessary, serve as City spokesperson and media coordinator for interviews, information, and other necessary media contact; write, create graphics, and execute social media;
3. Work with City staff to identify, write and share potential positive stories to build community image and engagement; and
4. Serve as crisis communications point person when necessary or advisable.
5. Advise and assist the City pertaining to any aspect of communications planning, community or public relations where City has a need and Consultant has applicable knowledge or experience.
6. Serve as PIO for City departments, including Police, Fire, and Public Works as necessary.

C. Economic Development

1. Advise and assist the City pertaining to real estate transactions, opportunities or processes in regard to development efforts;
2. Advise and assist the City pertaining to incentives, infrastructure needs, partnering with developers and using development agreements to the best advantage of the City;
3. Serve as a liaison between the City and the development community as needed to facilitate the process of commercial investment in the community, including follow-up;
4. Advise and assist the City with planning and execution of further specific marketing efforts geared toward events and/or other development or economic opportunities as they arise, including continued marketing assistance for the Glenpool Conference Center, updates to pertinent economic development information on the City website and other tools necessary to market the City.

D. Other

The foregoing scope of services is exemplary only and Consultant may be called upon to perform such other tasks as are reasonably consistent with, and will best facilitate achievement of, the stated Objectives.

E. Acknowledgement of Disclaimer and Representation of Good Faith

1. Although Consultant expects to complete successfully the Objectives identified in subsection A. of this section, City acknowledges and agrees it is impossible to guarantee any level of investment (or any investment at all) because market conditions, retailers' business plans, City policies and other market drivers are subject to change at any time and are beyond the control of Consultant. City acknowledges that Consultant expressly disclaims all warranties, either express or implied, with respect to general or specific results from services delivered.

2. In no event shall Consultant be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, internal expenses or opportunity costs, consequential damages, or other pecuniary loss) arising out of the use of, or failure of City to use, the services delivered or the results thereof, except to the extent such damages result from grossly negligent or intentional acts of Consultant.
3. The Consultant agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith.

II. Compensation

Description	Quantity	Unit Price	Cost
Consultation fee, per month, payable to Consultant monthly on the 15th of each month during the Term of the Agreement – Public Relations	12	\$2,500.00	\$30,000.00
Travel and Lodging when on City business and only when specifically requested by the City and pre-approved by the City Manager.	TBD	TBD	TBD
Notes: specific deliverables, such as city newsletter development, printing, web site development, photography or videography, posters, etc., are not included in the consultation fee and, if required, will be estimated separately based on the City's specific public relations needs. Periodic reports and related information provided by Section J. of this Contract are included in the consultation fee and there will be no additional charge for such reports and information.			
			\$30,000.00

IV. General Terms And Conditions

A. Termination.

City and Consultant agree that the term of this Contract is for twelve months, as specified above, and the Contract shall not be revoked, canceled or terminated by City except for gross negligence or intentional misconduct of Consultant or an unforeseeable bona fide change of circumstances rendering the Contract moot. The Contract shall not be revoked, canceled or terminated by Consultant except for a default of payment by City to Consultant that is not remedied within 30 days of notification by Consultant.

B. Subcontract/Assignment Notification

None of the work and services covered by this Contract may be subcontracted or assigned to any third party without written consent of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.

C. Amendments

The work and services to be performed and any other terms or conditions of this Contract may be amended only upon written agreement of both parties.

D. Event of Default.

An "Event of Default" under this Agreement shall be defined as, and shall occur when, either party fails or refuses to perform and/or pay in connection with any of its obligations or representations provided for in this Agreement, and if such failure or refusal shall continue uncured for 30 days following written notice of default served on the defaulting party by the non-defaulting Party.

E. Disputes, Interpretation, Remedies

1. In the occurrence of an event of default as provided by subsection D., or the parties fail to agree on the interpretation and implementation of any material provision of this Contract, the details of such event of default or disagreement shall be forwarded to the legal counsels of both parties for review and recommendation. Both parties shall attempt in good faith to resolve any dispute without further recourse.
2. In the event that the parties are unable otherwise to resolve any dispute under this Contract, the parties agree that such dispute shall be resolved by an appropriate action to be submitted to Dispute Resolution Consultants of Tulsa, Oklahoma. The results of mediation by DRC shall be binding on the parties.
3. Remedies shall be limited to actual monetary damages, without consequential or punitive damages; all attorney fees to be paid by losing party; and specific performance, as appropriate.
4. Neither forbearance nor payment by the City shall be construed to constitute waiver of any remedies for any default by the Consultant that exists then or occurs later.

F. Severability Clause

If any provision under this Contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract or its application that can be given effect without the invalid provision or application.

G. Hold Harmless Clause

The City understands and agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith. The City accepts full responsibility for its decisions to act or not act according to said advice and agrees to indemnify and hold harmless Crossroads Communications, LLC, its principals, employees, sub-contractors and associates pertaining to outcomes or

situations that arise from the advice, materials or other items provided under this Contract, except to the extent otherwise provided by subsection E.2.

H. Personnel

1. The Consultant represents that it will secure all such personnel as may be required in performing the services provided under this Contract. Such personnel shall not be employees or agents of, or have any contractual relationship with, the City.
2. The Consultant has full responsibility for payment of workers' compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

I. Conflict of Interest

1. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to this Contract, shall have any personal financial interest, direct or indirect in such project or service, and the City shall take appropriate steps to assure compliance herewith.
2. The City covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's services under this Contract. The City further covenants that, in the performance of this Contract, no person having any such interest shall be employed.
3. No partner, member, associate or employee of the Consultant who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to the Contract, shall have any personal financial interest, direct or indirect in such project or service, and the Consultant shall take appropriate steps to assure compliance herewith.
4. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Contract. The Consultant further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

J. Reports and Information

1. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as the City may reasonably request pertaining to the services undertaken pursuant to the Contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.

2. Consultant shall furnish the City narrative reports and financial reports, as applicable, related to the performance of this Contract in the forms and at such times as may be required by the City.

K. Records and Audits

1. The City and its authorized representatives shall have the right, at any time during normal business hours and subject to a three-day notice of request, to audit, examine and make copies of or extracts from all documents, reports, correspondence, records and any other materials without limitation, to the extent they pertain to performing such audit, examination, copying or extraction, whether maintained in written, electronic, or other form, relating to or pertaining to this Contract kept by or under the control of the Consultant, its employees, agents, assigns, successors, and subcontractors.
2. Consultant shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this Contract throughout the Term of this Contract and for a period of five years following the termination of this Contract or any extension or renewal of this Contract. Consultant shall, as often as deemed necessary by the City, permit authorized representatives of the City and its authorized representatives to have full access to and the right to examine fully all such materials.
3. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by City. If an audit performed under this authority discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit from the Consultant. Any adjustments and/or payments that must be made as a result of any such audit of the Consultant's records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant. Such reimbursement shall not exhaust City's remedies under this authority.

L. Choice of Law.

This Agreement is made and entered into in the State of Oklahoma and shall in all respects be interpreted, enforced and governed under the laws of that state.

M. Entire Agreement.

This Agreement sets forth the entire understanding between the parties, and there are no terms, conditions, representations, warranties or covenants other than those contained herein. This Agreement supersedes any and all prior discussions or negotiations, whether oral or written, of the Parties.

N. Amendment or Termination.

No term or provision of this Contract may be amended, waived, released, discharged or modified in any respect, nor may this Contract be terminated or cancelled, except in writing signed by the parties.

O. Notice.

All notices required under this Contract may be in writing, communicated by mail or electronic means, or verbal, including telephone and cell phone, as reasonably appropriate or as required elsewhere in this Contract.

For notices to City

City of Glenpool
Attn: City Manager
12205 S. Yukon Avenue
Glenpool, OK 74033
918-209-4645
dtillotson@cityofglenpool.com

For notices to Consultant:

Crossroads Communications, LLC
Attn: Mandy Vavrinak, Managing Member
3732 S. Canton, Tulsa OK 74135
(918)-633-4397
mandy@crossroads-team.com

In addition to any other notice required by this Agreement, the Parties shall provide each other notice in the event that the foregoing contact information changes or is updated within five business days of such change or update.

IN WITNESS WHEREOF, the City and Consultant have executed this Contract as of the date first written above.

Accepted for the City of Glenpool

David Tillotson, City Manager

Date _____

ATTEST:

Wendy Knight, City Clerk

Approved:

City Attorney

Accepted for Crossroads Communications, LLC

Mandy Vavrinak, Managing Member

Date _____



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 13, 2022

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. Mr. Hayes has proposed a \$300 per month increase to his base contract, increasing the monthly cost from \$3,200 per month to \$3,500 per month. 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.

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 June 20, 2022, between the CITY OF GLENPOOL, OKLAHOMA, a municipal corporation, 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, 2022, and concluding JUNE 30, 2023. 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. CITY or Consultant may terminate this agreement as described in Part VII, Paragraph 1.

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 to bind the CITY to the payment of the purchase. CITY's authorization for purchase shall be in written form, signed by the City Manager, 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 City Manager, or his designee. Communications from the Consultant to the CITY shall be directed to the City Manager, or his designee. When appropriate and reasonably necessary the City Manager 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, 2022

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. If 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
12150 East 96th Street, Suite 107
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 Mayor and 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: _____

Attest:

Wendy Knight, City Clerk

Approved as to Form:

City Attorney



To: Mayor, Council, Chair and Trustees

From: David Tillotson, City Manager

Date: June 16, 2022

Re: Chamber Agreement

Background:

The Chamber Contract is submitted for your approval. There are no monetary modifications from the previous contract, which calls for \$32,000 to be paid annually to the Chamber, plus \$5,000 for BlackGold Days. There are two minor changes the Chamber and staff agreed to that I want to bring to your attention:

- We increased the number of monthly luncheons allowed from 9 to 11.
- We revised to BR&E section of the agreement to provide some additional clarity to the goals.

Staff Recommendation:

Staff recommends approval of the Agreement with the Glenpool Chamber of Commerce and the Glenpool Industrial Authority for FY2022-2023.

Attachments:

- Chamber of Commerce 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

Glenpool Industrial Authority/ Glenpool Chamber of Commerce Agreement

This agreement ("Agreement") is effective as of July 1, 2022, without regard to the date signed by either party, by and between the City of Glenpool, Oklahoma, a municipal corporation (the "City"), the Glenpool Industrial Authority, an Oklahoma public trust of which the City of Glenpool is beneficiary, ("GIA") and the Glenpool Chamber of Commerce, a not-for-profit corporation("Chamber").

I. GIA agrees to provide the following:

- A. GIA will continue to provide space consisting of two offices, a storage room, and a reception area on the first floor of the City Hall/Conference Center to be occupied by the Chamber for its exclusive use.
- B. Based on availability as determined in its discretion, GIA will provide use of meeting space for periodic use by the Chamber with reasonable notice to, and to be coordinated with, the Conference Center Director, and at no cost the Chamber. Chamber will be responsible for closing and locking the facility in the event their meeting concludes after city-hall business hours unless alternate arrangements are made with the Conference Center Director.
- C. GIA will provide the most appropriate meeting space, as determined by the Conference Center Director, for eleven monthly business luncheons hosted by the Chamber, with reasonable notice to GIA, at no cost to the Chamber.
- D. GIA will also provide, at no cost to the Chamber, use of conference center space for the annual banquet hosted by the Chamber. Chamber shall be responsible for reserving said space at least six months in advance to avoid potential conflicts with other leases at the Conference Center.
- E. GIA or City will provide and pay for all electricity, natural gas and City of Glenpool or the Glenpool Utility Services Authority-owned or -managed utilities for the spaces described in subsections A., B., C. and D.
- F. City will provide Chamber Two Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents monthly (\$2,666.66 monthly; aggregate of \$32,000 annually) as consideration for Chamber services that are of community-wide benefit to the City of Glenpool and enumerated in Section II of this Agreement.
- G. GIA will provide personnel to supplement the front desk support otherwise provided by the Chamber as required under Section II, for up to one day per week. Such supplemental support shall only be required when existing Chamber personnel are needed to assist with an event being sponsored or promoted under the requirements of Section II of this Agreement. Routine requests for support will be submitted to the City Manager, or his designee, at least 48 hours in advance or risk

that such personnel will not be available. GIA shall not be required to provide such supplemental support for more than 15 days during any fiscal year that this Agreement is in force.

- H. GIA will support the economic development goals of the annual BlackGold Days event by contributing \$5,000 subject to such reasonable restrictions on its use as GIA or City deems appropriate; provided that the Chamber, or its vendors, will be responsible for the cost of making arrangements for additional trash service and portable restrooms. Costs for electrical work, park improvements requested by the Chamber for BlackGold Days and the cost of labor for City or GIA personnel provided to Chamber for the performance, without limitation, of maintenance, set-up assistance and/or security will be negotiated annually by the Chamber Director and City Manager. Neither the City nor GIA will be obligated to any monetary commitment for this event beyond the \$5,000 contributed under this subsection H.

II. Chamber agrees to provide the following:

- A. At any time Chamber personnel are the last to leave the premises, it will be that person's(s') responsibility to ensure that the Premises are closed and secured. Specifically, it is the responsibility of the Chamber to ensure the Conference Center is closed and secured properly at the end of any event hosted by the Chamber.
- B. Chamber will be responsible to pay: (i) annual rent to GIA for specified office, storage and conference room space in an amount not to exceed one hundred dollars (\$100) annually for the term of this Agreement; (ii) its own phone and Internet services, and (iii) signage pre-approved by City of Glenpool or GIA staff.
- C. The chamber shall work on business retention and expansion (BR&E) efforts with businesses residing within the City of Glenpool and shall continue to serve as a local business advocate addressing the concerns of local businesses. As such, the chamber will:
 - a. develop a workable system for handling BR&E issues;
 - b. will organize meetings as needed between the City Manager, or his designee, and business leaders to improve communications and address areas of concerns within the business community; and
 - c. shall periodically report significant areas of concern within the business community to the City Manager.
- D. Chamber shall provide front desk support for the City Hall/Conference Center during regular business days of the City of Glenpool for the hours from 8 a.m. through 5 p.m. Monday through Friday. No such services shall be required on days that are official holidays of the City of Glenpool. As provided by Section I(G), Chamber shall notify the City Manager, or his/her designee, at least 48 hours in advance of non-emergent situations where supplemental personnel are needed by the Chamber to fulfill the requirements of this section. In emergency situations (i.e. unexpected absences), the Chamber shall immediately notify the City Manager, or designee, of the need for supplemental personnel.

- E. Chamber will provide an Annual Activity Report, in a format agreed to between the parties, to be submitted to the Glenpool City Manager by the 10th day of June of each fiscal year this Agreement is in effect.
- F. Chamber agrees to provide one scholarship on behalf of the City of Glenpool to a Glenpool resident to attend Leadership Glenpool. The City Manager and Chamber Director will jointly approve the scholarship recipient.

III. Term, Renewal and Termination

- A. The term of this Agreement shall be one year, to be measured on a City of Glenpool fiscal year (July 1, 2022 - June 30, 2023) basis ("Term"), with any payments to the Chamber provided as consideration for services to GIA or the City of Glenpool, but not issued as of the effective date of this Agreement, being payable retroactively to July 1, 2022.
- B. Although GIA, the City and the Chamber, by appropriate action of their respective governing bodies, may opt to extend this Agreement or negotiate a new agreement upon expiration of the term set forth in subsection III. A., GIA, the City and the Chamber understand and acknowledge that that neither the City of Glenpool, the GIA nor the Chamber intend this Agreement as a representation, nor should it be read to represent, that either party has any obligation either to extend or replace this Agreement. Under no circumstance will this Agreement automatically renew
- C. Either party may terminate this Agreement by providing written 60 days' notice to the other party, provided that either party may immediately terminate this Agreement upon the breach of a material term by the other.

IV. Force Majeure

Neither GIA, the City nor the Chamber shall be responsible or liable for failure to perform any obligation under this Agreement if such failure is caused by or is due to acts or regulations of public authorities, civil unrest, epidemic or outbreak of infectious disease, interruption or delay of transportation service, acts of God, or any cause beyond the control of such party.

V. Entire Agreement

It is understood that this Agreement is a complete understanding of all terms and conditions governed by this Agreement during the stated term, and that said terms and conditions cannot be altered in any manner other than by written agreement of both parties.

IN WITNESS WHEREOF, the parties have hereto set their hands this ____ day of July 2022.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

By: _____
Joyce G. Calvert, Mayor

THE GLENPOOL INDUSTRIAL AUTHORITY,
An Oklahoma Trust Authority

By: _____
Joyce G. Calvert, Chairman

Attest:

Wendy Knight, City Clerk /Trust Authority Secretary

Approved as to form:

City Attorney/Trust Authority Attorney

THE GLENPOOL CHAMBER OF COMMERCE

By: _____
Name: _____
Title: _____

Attest:

Secretary, Board of Directors

Approved as to form:

Chamber Attorney



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 14, 2022

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 2022-2023.

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 _____ 2022, 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 2022-2023 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, 2023, with the balance due no later than June 30, 2023.
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 2022-2023 academic year only and will expire by its terms on June 30, 2023.
- 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 17, 2022

Re: Indian Nations Football User Agreement

Background:

Glenpool has leased the baseball fields at Morris Park to the Indian Nations Youth Sports football league for a number of years. This Agreement extends that lease for the upcoming football season, July 1 through December 31, 2022.

Staff Recommendation:

Staff recommends approval of the User Agreement with Indian Nations Youth Sports.

Attachments:

- Indian Nations Youth Sports Morris Park User 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
Morris Park User Agreement with Indian Nations Youth
July 1, 2022, through December 31, 2022

This agreement ("**Agreement**") is entered into between the **City of Glenpool**, an Oklahoma municipal corporation (the "**City**") and **Indian Nations Youth Sports** (the "**User**"), of Glenpool, Oklahoma, a non-profit youth sports organization, for the use of an area of land in City-owned Morris Park to be designated herein and for purposes set forth herein. This Agreement shall become effective on July 1, 2022 (the "**Effective Date**"), as signified below.

1. Background and Purpose

- A. The City owns Morris Park and, in addition to providing for general community park uses and areas for adult and youth sports activities, the City desires to provide the Premises defined in Section 2 of this Agreement for use by the User and for the purpose of serving children in Glenpool and surrounding communities by providing recreational opportunities through youth football activities (together, all proposed youth activity on the Premises is referred to as the "Sport").
- B. The parties acknowledge and agree that the activities contemplated by this Agreement will be provided entirely by volunteers. No company, person nor any other entity shall derive profit under this Agreement other than as provided herein.
- C. The purpose of this Agreement is to:
 - i. Provide the terms and conditions under which User may use the defined Premises for Sport-related practice activities and such other Sport-related purposes as are consistent with the intent of this Agreement.
 - ii. Define operational and maintenance responsibilities.
 - iii. Identify responsibility for costs.
 - iv. Identify a process to provide improvements and upgrades to the Premises, as needed or appropriate.

2. Definition of Premises and Ownership

- A. The following property is made available to User for Sport activities. The City shall retain all rights of ownership, to include without limitation full access to the Premises at any time and the right to approve or disapprove any concurrent use by other sport teams or individuals, provided that approval will not be unreasonably denied:

All five baseball outfields located at Morris Park, City of Glenpool, together with entry and exit ways, restrooms, parking lot, bleacher systems, necessary electrical lighting systems, fences, and all appurtenant areas (the "Premises").

- B. The Con-X boxes (storage containers) located on the Premises are owned by the City. However, all the contents of these boxes are owned by the User or the Glenpool Baseball League. A designation will be created for each of the Con-X boxes by the City, designating each box for either of, and exclusively for, the football or baseball program.

3. Term of Agreement and Scheduling Requirements

- A. The initial Term of this Agreement shall extend from July 1 through December 31, in calendar year 2022.
- B. There shall be no automatic renewal. However, the parties agree to negotiate in good faith toward the object of a new or amended agreement with a term from July 1, 2022, through December 31, 2023, or beyond, provided that User shall give notice of its intention to renew or amend the current Agreement by June 1, 2023. The City will not unreasonably refuse to renew or amend the Agreement.
- C. User understands and acknowledges that the Premises are, by necessity as a public entity, shared with the general public. Therefore, User agrees to abide by the following:
 - i. During all hours of park operation not specifically scheduled for User's exclusive use for Sport-related activities, User will ensure that the Premises are unlocked and open to the general public, provided that the restroom, concession building, storeroom building and drive thru gate may be locked for safe-keeping.
 - ii. In all cases, once User has notified the Public Works Department of its *bona fide* need to use the Premises on a given date and time, User shall have priority over the general public or any other user.
 - iii. City acknowledges that User has first priority for exclusive usage, throughout the Term of this Agreement as defined in section 3.A., during all periods expressly reserved by submission of the corresponding date and request for reservation to the Public Works Department. During any period of time not within the Term of this Agreement (*i.e.*, from January 1 through June 30 of any calendar year), reservation of the Premises for any purpose shall be on a first-come, first-served basis (unless otherwise leased).
- D. To the fullest extent that they can be known in advance, activity schedules shall be submitted to the Public Works Department no later than fourteen (14) days prior to the commencement of seasonal Sport activities. This schedule shall serve to reserve use of the Premises exclusively to User at all times for which such dates have been submitted. Such schedule shall be prominently posted at Morris Park and updated as circumstances change.
- E. Unplanned or previously unscheduled Sport activities must be reserved as promptly as possible after such dates are known to User. If, during the Term of this Agreement, it is necessary for User to make changes in the schedule provided under section 3.D. and User notifies the Public Works Department at least 24 hours in advance, such reservation will ensure exclusive use of the Premises by User for designated date/time just as in the case of the dates previously scheduled and submitted.

- F. Scheduling of User Sport activities will be coordinated with the Public Works Department. In the event of scheduling conflicts with activities of other users than User, User will have first priority for exclusive use provided that the 24-hour advance notice required by section 3.E. is observed.

4. Scope of License Granted

- A. As noted in Section 3 above, this Agreement does not confer exclusive use of the Premises to User or to any other user except for such dates and times as are on record with the Public Works Department and for which there is no prior reservation.
- B. User acknowledges that access to the Premises is intended solely for the purpose of promoting Sport-related activities and User agrees that it shall not use, or permit the Premises to be used, for any other purpose without the prior approval of the Public Works Department.
- C. The Public Works Department will issue to User's designated officer or staff members designated by User's authorized representative, in writing, keys and/or lock combinations for necessary gates and doors to allow access to the Premises. The Public Works Department will maintain a register of key assignments and any person issued a key will be responsible for ensuring that all facilities are secure upon departure of the Premises, not permitting unregistered persons to have or use keys, and return of all keys upon either termination of this Agreement or in the event such designated person's status no longer requires use of the keys. There will be a \$5.00 replacement charge for each key lost and/or not returned. In the event User requests the locks be changed at the Premises, User will bear all costs associated with the change.
- D. The City shall have the right to enter the Premises for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance. The City reserves the right to use any/all portions of the site in times of natural disaster, emergency, or other community-wide higher use need. City will attempt to coordinate any such action with User to minimize any negative impact on scheduled Sport activities.

5. User Fee/Damage Deposit

- A. A non-refundable damage deposit in the amount of \$350.00, payable to the Public Works Department at the time of executing this Agreement and to be kept by the City as a User Fee to offset City maintenance costs, shall be waived in its entirety for the Term of this Agreement, provided that the City reserves the right to invoke such deposit upon actions of User determined in the good faith judgment of City staff to be injurious to property, fixtures or improvements owned by the City.
- B. User will be responsible for all damages incurred to City property inside the fenced area of the Premises (buildings, irrigation components, fences, signs, posts, gates, landscaping, roadways, walkways, playing fields, electrical, plumbing, and mechanical systems, etc.), other than normal wear and tear, that are directly attributable to the actions of User

volunteers, coaches, players, board members, or by the general public during User activities. City shall notify User of damages or other violations of this Agreement promptly upon occurrence. User may correct the violation or repair such damages within thirty (30) days of such notification. If User chooses not to do so, then City shall repair the damage and send written notification to User detailing expenditures. User shall reimburse City for damage costs as applicable under this section.

6. Improvements (Responsibility, Maintenance and Ownership)

- A. Premises and all permanent fixtures thereto shall remain for all purposes and throughout the term of this Agreement the property of City, except as otherwise stated for storage facilities, and may not be modified, altered, or destroyed without the prior written permission of City. Further, User may not build or bring onto the Premises any improvements, structures, or fixtures of any kind without the prior written permission of the Public Works Department. User shall not make any alterations, modifications or permanent changes to ball fields, irrigation systems, concession or bathroom facilities, parking lots, trees, fences, or plumbing or electrical systems without the prior written consent of the City.
- B. User shall retain all rights of ownership of any temporary fixtures or personal property installed, stored, or otherwise maintained on the Premises and belonging to the User as of and following the Effective Date of this Agreement (the "**Personal Property**"), provided that written permission has been granted for any temporary fixtures, until the expiration or termination of this Agreement. Upon such expiration or termination User shall have ninety (90) days in which to remove its Personal Property. Property not removed in that period shall become property of the City. Temporary fixtures that cannot be removed without damage to the Premises will be treated as permanent fixtures belonging to the City.
- C. User shall be responsible for all costs of repairing, maintaining, and servicing all fixtures and personal property owned by User and maintained or stored on the Premises for benefit of the User.
- D. City and User may, solely by written separate agreement negotiated between the parties, share in the cost of permanent fixtures or improvements that are determined to have a shared benefit to the User and the general community. The amount of such shared cost, if any, will be set forth in such separately negotiated agreement. In the event of expiration of this Agreement without renewal, ownership of any such fixtures or improvements shall also be established by such separate agreement.

7. Maintenance Obligations and Schedules

- A. User. User shall be responsible to provide on-going maintenance to such personal property, fixtures, and improvements to the Premises as to which it claims ownership, or which are installed for its benefit and located within fenced areas of the playing fields. User shall maintain these facilities in good condition, at its own cost and expense, recognizing they are part of a park serving the general public.

Specifically, this obligation includes:

- i. User shall inspect Premises immediately prior to and immediately after each use and shall immediately notify City of any damages or of any repairs that may be require. Should any defect threaten the safety and welfare of participants or the general public, User shall not allow individuals to utilize Premises until the defective portion of Premises has been repaired or replaced. User shall be solely responsible for any replacements or repairs it authorizes or performs.
- ii. User shall provide at its own expense any chalk, lime, paint, or other supplies required to ensure that playing fields are in suitable condition for use.
- iii. Stocking and cleaning the restroom facilities, including all paper goods, and cleaning supplies.
- iv. Cleanliness of everything inside the fenced area of Premises, including removal of all trash from the Premises.
- v. User is allowed to dump trash accumulated during its use of the Premises into commercial dumpster(s) provided by the City. City shall be responsible for ensuring that the Premises are clean and free of trash or debris prior to use by User for any period that is reserved for exclusive use.
- vi. Dumping of trash containers located in the parking area(s) of the Premises into the designated dumpster.
- vii. Maintenance of all improvements owned by User.
- viii. General cleanliness and upkeep of any facilities used on the Premises.
- ix. All mowing and edging of the fenced-in Premises, whether directly or by assignment to a third party.
- x. User shall comply with any present or future federal, state, or City of Glenpool ordinances, laws, and policies with regard to pesticide/herbicide use, chemical applications, energy and water consumption, including the application of such fertilizer(s) and weed control product(s) as may be necessary to maintain the Premises to a reasonably professional standard for Sport playing conditions.
- xi. The allocation of responsibility and adequacy of timing for the foregoing functions shall be subject to the approval of the Public Works Department, which approval shall not be unreasonably withheld, provided that responsibility for compliance with the maintenance plan shall in all cases be that of the User regardless of any shared arrangements User and third party may negotiate.
- xii. User agrees to ensure that, when Sport activities are over, all persons have left the Premises and all electronic facilities (interior building lights, air conditioners, electrical devices, telephones, play field lights) are turned off by the park curfew unless User obtains permission for the Public Works Department to continue beyond curfew. Park curfew is set by City Ordinance. User shall also be responsible to ensure that all buildings, windows, lockable areas, and gates are properly secured before leaving the Premises; and clear the sire of the trash, litter and debris.
- xiii. User agrees to take all reasonable precautions to prevent waste, damage, or injury to Premises by User or by any team or individual under User auspices or by any member of the audience attending User activities.

B. City. The City shall be responsible for:

- i. City shall provide the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises other than mowing of the fenced-in Premises and upkeep of Personal Property, fixtures or Improvements belonging to User as outlines in section 7.A. These services shall include the following maintenance, without limitation:
 - (1) Improvements for the benefits of the general public at the playing fields, bridges, entrance gates, park access road, graveled parking lot, permanent public restroom, paved walkways, playground equipment, irrigations system and all covered areas, trees and shrubs (other than playing fields);
 - (2) Adequate trash dumpster and/or polycart service for routine activities;
 - (3) All sewerage, bathroom building electrical and plumbing related repairs;
 - (4) Parking lot and playing field lighting;
 - (5) All fences, backstops and related strictures to ensure public safety;
 - (6) Mow or treat with herbicide unwanted vegetation around and below bleachers;
 - (7) Turn off and winterize water and related systems following the agreed-upon close of Sport playing season(s);
 - (8) Return water and related systems to operational status in time for commencement of Sport playing season, as agreed upon between User and City;
 - (9) Set up traffic barricades when appropriate to restrict vehicular traffic from high water areas or other unsafe situations.
- ii. Scheduled maintenance to be performed by the City shall be as follows, at the discretion of the City to adopt modified schedules:
 - (1) Mowing (of only areas in Morris Park that lie outside the fenced-in Premises): Grass covered areas will be mowed, on average, once per week during the growing season;
 - (2) Park access road/parking lot: The graveled park access road and parking lot will be graded each year as needed, prior to the beginning of Sport play;
 - (3) Trash removal: Prior to leaving the Premises following their use by User, User shall collect all trash, litter and debris from the playing field areas and parking lots and place it in the dumpster provided to the Park for removal by the City. The dumpster shall be emptied in accordance with the City's contracted schedule;
 - (4) Pruning: Pruning of trees and shrubs shall be done annually by the City.
- iii. City will assume all costs of the foregoing services, including the cost of repairing or replacing facilities owned by the City unless damaged by User; and the costs of improvements it has determined are provided solely to meet the general community's interests.

8. Utilities

City does now and will continue to pay for electricity, water, sewer, trash and miscellaneous utility services without charge to User, provided that User complies with the requirements of Section 7.A.xiii. of this Agreement to turn off and lock all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) at the end of each period of use.

9. Record Keeping ; Quarterly and Annual Financial Disclosure and Compliance Reports

- A. User shall maintain accurate accounts with correct entries of all income and expenditures. The City reserves the right to audit such accounts in the event of a bona fide dispute.
- B. User shall present to the City Council a start-of-season financial report by July 1 and an end-of-season financial report on December 31 of each season during the Term of this Agreement, in a form approved by the City Manager prior to presentation, showing revenues and expenditures. The report will also give a summary of all activities undertaken by User in furtherance of User's obligations under this Agreement. Information contained in the financial disclosure and compliance report will be taken into consideration with respect to the decision whether to renew the Agreement and, if so, on what terms and conditions.

10. Signage and Advertising

- A. City shall retain all authority to allow or prohibit sponsor or other advertising signs within the Premises. Revenues derived from such signage shall be directed to User in support of User's activities and shall be reported as revenues on the end-of-season financial report referenced in section 10.B.
- B. City shall install and maintain any signs indicating park rules and/or local ordinances such as, but not limited to, no tobacco products, no coolers, no glass products, no hitting against fences.
- C. Advertising shall be limited to outfield fencing and park benches, shall be subject to prior approval by the Community Development Department and shall be allowed only so long as it is limited in size to what the outfield fencing or bench to which it may be appended can accommodate.
- D. Any additional signage not provided for in the section 11 must be reviewed and approved by the Community Development Department.

11. Coach Certification

- A. User acknowledges that it is responsible for ensuring that all head coaches are properly trained and certified under the USA Football association and agrees that no head coach shall be allowed to participate in User-sponsored Sport activities without such certification and all Sport-specific credentials that are typically in youth sports programs.
- B. City reserves the right to run a Criminal Background Check for all youth Sports managers,

coaches or other User personnel.

12. Insurance; Indemnification; and Release of claims

- A. Without limiting City's right to indemnification, User and any contractors with which it conducts business related to the Premises shall obtain insurance in no less than or in terms more restrictive than the following:
- i. General Liability Insurance covering all Premises and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate;
 - ii. Worker's Compensation Insurance Coverage only if applicable, in compliance with the Worker's Compensation Law of the State of Oklahoma; and
 - iii. Comprehensive Automobile Liability Insurance only if applicable to any owned, hired or otherwise provided vehicles used for Sport-related transport in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

Each time this Agreement is renewed, City reserves the right to review and adjust the minimum amount of insurance required of User.

- B. City as Additional Insured. User shall include City, its officials, representatives, agents, and employees as additional insured on all required insurance policies. User shall also require any contractors with which it conducts business related to the Premises to list the City as an additional insured. User shall arrange for certificates of insurance and endorsements to be submitted to the City for approval prior to allowing any person, including but not limited to Sports participants, to commence work or engage in any activities under this Agreement.
- C. Notice of Insurance Cancellation. Such coverage shall not be cancelled or materially changed without giving the City at least thirty (30) days prior written notification. The insurers shall have no recourse against City for payment of any insurance premium. Any insurance benefit protecting City against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to City.
- D. User Waiver of Claims. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery by valid and collectible insurance policies. User agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of the waiver.
- E. Indemnification: User shall indemnify, defend, and hold harmless the City, its officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceeding of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User, its officers, invitees, members, volunteers, representatives, officers, agents, employees and contractors or subcontractors in performing or failing to

perform any of its obligations under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence of willful misconduct of the City or any of its officers, agents, representatives, volunteer and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.

- F. Activities within the scope of this provision include without limitation:
- i. Failure by User to perform any of the terms or conditions of this Agreement;
 - ii. Any injury or damage happening on or about the Premises;
 - iii. Failure to comply with any law of any government authority; or
 - iv. Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to the City.
- G. During those times that User is in control of the Premises, City shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of User. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City, User shall defend the same at its sole cost and expense; provided that, the City retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against the City or any of its officers, agents, and employees, or jointly against the City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.
- H. User will require a parent or legal guardian of every participant in its Sport program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City, its officers, agents, employees, volunteers, successors and assigns of and from, all liability, claims or demands for any and all injuries to such participant or to any minor as to which the participant has lawful custody arising or which may arise from any accident that may occur.
- I. A release in the form provided by User shall be signed by a parent or legal guardian of every signed-up User participant and must be maintained by User throughout each Term of this Agreement. The City reserves the right to request that a copy of such release be provided for verification no more than 14 days prior to the start of season. The parent or legal guardian of any such User participant who signs up for participation must sign a release in the form attached as Exhibit E to this Agreement before using the Premises for any purpose.
- J. User acknowledges and agrees that it shall be responsible for any damages occurring to City property (buildings, irrigation components, fences, signs, posts, walkways, parking lots, gates, landscaping, roadways, sports fields, electrical, plumbing and mechanical systems) that are directly attributable to deliberate or negligent acts of User volunteers, coaches, players, board members, or by the general public during User activities. User shall not be responsible for damages or vandalism occurring while User is not using the Premises.

13. Accident/Incident Reporting Requirement

- A. User shall submit to the Public Works Department an accident/incident report form, approved by City, within three working days following any/all injuries, acts of vandalism, theft, or altercations of any kind. Documentation from police, fire, EMSA and/or any other emergency response service must be included if prepared.
- B. It shall be the sole and exclusive responsibility of User to ensure that there are, on-site or within call range, emergency personnel qualified to respond appropriately to any emergency situation, including accidents, and User bears full liability for any failure to do so.

14. Default and Termination Provisions

- A. This Agreement shall be subject to termination upon the abandonment of Premises by the User for a period of thirty (30) days without explanation satisfactory to the City.
- B. This Agreement may be voluntarily terminated by User following thirty (30) days' written notice of User's intention to terminate to City.
- C. This Agreement may be involuntarily terminated by City following User's failure to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that City provides User written notice and thirty (30) days to correct any default, and further provided that time limits may be extended in the manner and to the extent allowed by City, where fulfillment of such obligation requires activity over a period of time and User has commenced to perform whatever may be required to cure the default and continues such performance diligently. City has sole discretion as to defining a material provision and whether, or how, to permit cure of any default.
- D. The right to terminate this Agreement upon default of User shall not be exclusive and is in addition to any other rights and remedies provided by law or under this Agreement.
- E. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement contained in this Agreement, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping City from enforcing the full provisions thereof.
- F. In the event of substantial or total destruction of the Premises from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of City. In the event that the Premises are repaired or restored by User at the sole expense of User or at the expense of insurance carriers, this Agreement shall not be terminated.
- G. After the termination of this lease for any reason, User may apply to the City within ninety (90) days of said termination date to remove any personal property or fixtures that have been built solely with User funds and the City shall decide whether to agree to this.

15. Miscellaneous

- A. Choice of law and venue. This Agreement has been and shall be construed as having been made and delivered in the State of Oklahoma and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Oklahoma. Venue shall be Tulsa County, Oklahoma.
- B. Compliance with all federal, state, local laws. User agrees, in all its on-Premises activities, to abide by, uphold and adhere to all City park rules and regulations, ordinances of the City of Glenpool, laws of the State of Oklahoma and any applicable federal laws or regulations.
- C. Non-discrimination provision. User agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, or sex.
- D. Notice Provision. Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the US Mail, certified with return receipt required, or by personal delivery. Service of such notice or demand shall be complete upon verified receipt of said notice or demand.
- E. Entire Agreement. This Agreement constitutes the entire agreement of the parties and contains all obligations and representations of the parties with respect to the subject matter covered herein, and no prior agreement of any kind shall be effective to the contrary.
- F. Severability. If any section or provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.
- G. Authority to sign. Both parties represent that their respective signatories are fully and duly authorized members of City staff or User personnel, as applicable.
- H. Amendment provisions. The provisions of this Agreement may be amended only upon the mutual written consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.
- I. Assignment to third parties. Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by User. Any attempt to sell, assign, alienate or encumber Premises or this Agreement shall be cause for immediate termination of this Agreement.

16. Checklist of Documents Required as Condition of Performance [This Agreement shall not become effective until all items have been provided and attached, even if executed by both parties.]

- A. Schedule of all practices, games, and any other activities
- B. Board member roster and staff contact list
- C. Insurance declaration page identifying City as additional insured
- D. Form of Medical Treatment Authorization and Liability Waiver

IN WITNESS WHEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be effective as of the stated Effective Date.

City of Glenpool, Oklahoma

Joyce G. Calvert, Mayor

Date

Attest:

Approved as to Form:

Wendy Knight, City Clerk

City Attorney

Indian Nations Youth Sports

Print Name:

Title:

Date

VERIFICATION

State of Oklahoma)
) ss
County of Tulsa)

Before me, a notary public, on this _____ day of _____, 2022, personally appeared _____ known or verified me to be the _____ [title] of Indian Nations Youth Sports, identified as "User" in the foregoing instrument and to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

seal



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 9, 2022

Re: INCOG 911 Mapping MOU

Background:

The City currently works with INCOG to maintain the master street and address guide (MSAG) for 911 mapping. The MSAG is the controlling document that determines how all calls for emergency service are routed through the Public Safety Answering Points (PSAP) and as such, it is an integral part of the City's ability to provide 911 services to our residents and businesses and make sure those calls are answered as promptly as possible by the correct dispatching agency. It is substantially the same as last year. The cost for INCOG to maintain the MSAG for FY22-23 is \$2,393.

Staff Recommendation:

Staff recommends approval of the Memorandum of Understanding between INCOG and the City.

Attachments:

- INCOG 911 Mapping MOU

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



Regional Partners — Regional Solutions

2 West Second Street Suite 800 | Tulsa, OK 74103 | 918.584.7526 | www.INCOG.org

May 13, 2022

David Tillotson, City Manager
City of Glenpool
P O Box 70
Glenpool, OK 74033

Dear David:

Enclosed please find two copies of the Memorandum of Understanding regarding mapping and MSAG maintenance between INCOG and the City of Glenpool which was approved by the INCOG Board on May 10, 2022.

Please have the same approved by Glenpool, executed, and return one fully executed copy to me for our records.

If you have any questions, please feel free to contact me. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darryl Maggard", written over a horizontal line.

Darryl Maggard
Regional 9-1-1 Coordinator

Enc:

Cc: Chief Jim Martin

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE INDIAN NATIONS COUNCIL OF GOVERNMENT (INCOG) & GLENPOOL**

This Memorandum of Understanding outlines the duties of INCOG and Glenpool to maintain the NG9-1-1 electronic map street layer, address point layer, ESN, Fire, Law, Ambulance, Public Service Answering Point (PSAP) boundaries, and the master street and address guide (MSAG).

Glenpool desires to maintain the accuracy of its street layer used in its 9-1-1 center for locating callers and directing emergency personnel to the correct location, to update and maintain the MSAG, which is the database containing the address information necessary to locate a 9-1-1 caller and plot the call on the electronic map, and to verify the correct routing of wireless cell towers to its jurisdiction.

INCOG desires to assist Glenpool by performing the following tasks.

1. INCOG will acquire all newly platted subdivisions, new streets, street closures and any alterations of the PSAP, fire, law, and ambulance boundaries promptly upon approval by the governing body.
2. Using the information acquired, INCOG will:
 - a. Update and maintain an accurate emergency services number (ESN) map layer, according to the State of Oklahoma Geographic Information NG9-1-1 and Addressing Standard.
 - b. Update and maintain accurate street files based on the updated ESN layer, according to the State of Oklahoma Geographic Information NG9-1-1 and Addressing Standard.
 - c. Update and maintain an accurate address point layer based upon the updated ESN layer, according to the State of Oklahoma Geographic Information NG9-1-1 and Addressing Standard.
 - d. Create associated 911 GIS data and perform any changes to the MSAG to accommodate newly platted subdivisions and newly assigned unplatted addresses.
 - e. Perform MSAG, street, address point, and boundary layer (fire, law, ambulance, ESZ and PSAP) validations as a part of the Oklahoma NG9-1-1 GIS Toolkit
 - (i) Identifying and correcting street mapping errors
 - (ii) Identifying and correcting address point mapping errors
 - (iii) Identifying and correcting boundary layer (fire, law, ambulance, ESZ and PSAP) mapping errors, and
 - (iv) Identifying and correcting MSAG errors.
 - f. Provide quarterly the newly updated street and address point file to the Glenpool 9-1-1 center.

3. INCOG will acquire annually the geo-coded location of all cell phone towers for wireless service providers that have deployed Phase II wireless service in the Glenpool PSAP boundary.
4. Using the information acquired, INCOG will:
 - a. Place the cell tower location on the map,
 - b. Calculate the footprint of the tower based on data provided by the wireless service provider,
 - c. Establish or verify the routing for each tower to the correct PSAP and send corrections for routing back to the cell phone provider, and
 - d. Verify new tower locations and routing upon request of wireless providers.

Glenpool agrees to pay INCOG \$2,393 for the performance of its duties outlined in this agreement. Payments shall be made upon receipt of an invoice from INCOG in the total amount.

This Memorandum of Understanding shall become effective July 1, 2022 and continue until June 30, 2023. This MOU may be extended in time or amended upon written agreement of the parties.

**INDIAN NATIONS COUNCIL OF
GOVERNMENTS**

CITY OF GLENPOOL

Chair of the Board

(Name)
(Title)

(Clerk)
(seal)



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 16, 2022

Re: South County Soccer User Agreement

Background:

Glenpool has leased the South County Soccer Complex to the South County Soccer Club since the new fields have been open. This Agreement extends that lease for Fiscal Year 2022-2023. As a reminder this lease must also be approved by Tulsa County prior to it going into effect due to the language in our lease agreement with the County for use of the fields. We will be submitting this agreement to them once approved by the Council and the soccer league.

Staff Recommendation:

Staff recommends approval of the User Agreement with South County Soccer Club for FY22-23.

Attachments:

- South County Soccer Club User Agreement for Glenpool-South County Soccer Complex

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/South County Soccer Club
User Agreement for Glenpool-South County Soccer Complex

This agreement ("**Agreement**") is between the City of Glenpool, an Oklahoma municipal corporation (the "**City**," acting herein by its **Community Development Department**) and the **South County Soccer Club** of Glenpool, Oklahoma, an Oklahoma non-profit youth sports organization incorporated under the requirements of 26 U.S.C. § 501(c)(3) or 501(c)(7), (the "**User**") for use of the Glenpool-South County Soccer Complex and for purposes set forth herein. This Agreement shall become effective upon approval and execution by a duly authorized representative of Tulsa County*, the Glenpool City Council and the South County Soccer Club (the "**Effective Date**"), as signified below.

* Tulsa County, as Landlord under that certain Lease Agreement by and Between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma ("**Tulsa County**," or expressly in reference to said Lease Agreement, "**Landlord**"), and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma ("**City**," or expressly in reference to said Lease Agreement, "**Tenant**"), dated November 21, 2016. ("**Lease Agreement**" of property by Landlord to Tenant for use as Glenpool-South County Soccer Complex), has reserved the right to prohibit City, as Tenant thereunder, from permitting use of the Premises, as defined therein and herein, by any party other than the City, its agents and employees without the prior written consent of Landlord, and has been added as a non-party signatory to this Agreement solely to give evidence of such consent.

1. Background and Purpose

- A. The City leases from Landlord certain property located at 13800 S. Peoria, Glenpool, Oklahoma, situated on and a part of the premises of the South [Tulsa] County Recreational Facility ("**SoCo Rec Facility**"), for the use of two regulation-size soccer fields and related improvements as the Glenpool-South County Soccer Complex (the "**Premises**").
- B. The City desires to provide, and the User desires to operate, the Premises defined in section 2 of this Agreement to serve children in Glenpool and surrounding communities by providing recreational opportunities through a recreational and competitive soccer program ("**Soccer**").
- C. The purpose of this Agreement is to:
 - i. Provide the terms and conditions under which User may use the defined Premises for Soccer-related practice, league activities, tournament play and such other Soccer- related purposes as are consistent with the intent of this Agreement.
 - ii. Define operational and maintenance responsibilities.
 - iii. Identify responsibility for costs.

- iv. Identify a process to provide improvements and upgrades to the Premises, as needed or appropriate.

2. Term of Agreement

- A. The initial Term of this Agreement shall extend from July 1, 2022, through June 30, 2023 (end of the City's fiscal year). The Agreement may be renewed, in the discretion of the parties, for successive fiscal year terms to commence July 1, 2023, and extend from July 1 through June 30 of each fiscal year following, so long as this Agreement is not terminated by one or both parties *and* each party gives notice to the other by April 30 of the then current fiscal year of its desire to renew this Agreement or enter a new agreement. Neither party shall have any obligation to extend or renew this Agreement, or subsequent agreements, beyond the June 30 expiration date.
- B. The City and User each reserve the right, without terminating this Agreement, to negotiate such amendments to the Agreement as may reasonably be necessitated by changing circumstances, provided that neither party shall waive its right to terminate this Agreement, and that such negotiations shall commence prior to April 30 of the then current fiscal year, and that any such amendments shall not be valid unless memorialized in a writing signed by both parties.
- C. Notwithstanding any other provisions of this Agreement, in the event of failure or refusal of either party to appropriate adequate and sufficient funds to fulfill its obligations under this Agreement during any fiscal year Term, this Agreement will thereby be rendered null and void without any further action required by either party.

3. Scheduling Requirements

- A. User understands and acknowledges that the Premises are owned and provided by public entities, including Tulsa County and the City, respectively, each of which has an obligation to ensure the most beneficial and efficient use of the Premises.

Therefore, User and City agree to the following:

- i. User will have authority to determine which Soccer teams and clubs utilize the Premises and User will have the authority over and responsibility for all Soccer players, teams and clubs utilizing the Premises.
- ii. User will be responsible for assuring that all recreational, competitive and academic (school-related) Soccer programs operate according to guidelines established and recognized by Soccer associations of the same or similar credentials as User.
- iii. City and Tulsa County acknowledge that User has exclusive usage of the Premises, throughout any term of this Agreement or a subsequent agreement.

- B. Scheduling of User Soccer events, and all schedule changes, will be coordinated with SoCo Rec Facility in accordance with its policies for submission, review, approval and posting of game/tournament/practice schedules.
4. Scope of License Granted
- A. User acknowledges that access to the Premises is intended solely to promote Soccer-related activities and User agrees that it shall not use, or permit the Premises to be used, for any other purpose without the prior approval of the City.
 - B. Because of the nature of competitive Soccer play, it is necessary for User to grant concurrent use of the Premises by invited affiliated users (i.e., other teams, leagues or Soccer-related organizations, “**Affiliated Users**”). User agrees that the indemnity provisions of this Agreement extend to use of the Premises by such Affiliated Users and accepts all liability for negligent or intentional acts of Affiliated Users.
 - C. The City will issue to User’s officer(s) and staff, as designated in writing, keys and/or lock combinations for necessary gates and doors to allow access to the Premises. The City will maintain a register of key assignments and any person issued a key will be responsible for ensuring that all facilities are secure upon departure of the Premises, not permitting unregistered persons to have or use keys, and return of all keys upon either termination of this Agreement or in the event such designated person's status no longer requires use of the keys. There will be a \$5.00 replacement charge for each key lost and/or not returned. In the event User requests the locks at the Premises to be changed, User will bear all costs associated with the change.
 - D. The City or Tulsa County shall have the right to enter the Premises for any reasonable purpose to include, but not limited to, safety inspections and ensuring compliance of User with the terms and conditions of this Agreement. City and Tulsa County will attempt to coordinate any such action with User to minimize any interference with or disruption of scheduled Soccer events.
 - E. City agrees that User may charge admission fees or similar charges for entrance to all games. Admission and other revenue records shall be provided to City as part of User’s reporting requirement provided in section 10 of this Agreement.
5. User Fee/Damage Deposit
- A. The parties acknowledge and agree that no compensation and/or payment is due from either party to the other for the exercise of any rights or duties under this Agreement. Both parties are each responsible for their own obligations.
 - B. Notwithstanding the foregoing, User understands and agrees that some form of compensation, whether in the form of a User Fee or Damage Deposit may be required under future terms under this Agreement, or new agreements, to compensate City for the use of, or prospective damages to, the Premises. City stipulates and agrees that, if such compensation is to be required, negotiation of

the appropriate amount will begin no later than sixty (60) days prior to June 30th of the then current fiscal year term and will be memorialized in a written amendment to this Agreement.

- C. User will be responsible for all damages incurred by City and/or Tulsa County property situated on or off the Premises (including buildings, irrigation components, fences, signs, posts, gates, landscaping, roadways, walkways, playing fields, electrical, plumbing and mechanical systems, etc.), other than normal wear and tear, that are directly attributable to the actions of User or Affiliated User(s) volunteers, coaches, players, board members, or by the public during User or Affiliated User events. City shall notify User of any such damages promptly upon occurrence. User may correct the violation or repair such damages within thirty (30) days of such notification. If User chooses not to do so, then City shall repair the damage and send written notification to User detailing expenditures. User shall reimburse City for damage costs as applicable under this section.

6. Improvements (Installation and Ownership)

- A. Premises and all permanent fixtures thereto shall remain, for all purposes and throughout every term of this Agreement, the property of City, subject to its Lease Agreement with Landlord, and may not be modified, altered, or destroyed without the prior written permission of City.
- B. User shall not build or bring onto the Premises any improvements, structures or fixtures of any kind without prior written permission of the City and/or SoCo Rec Facility as applicable.
- C. User shall not make any alterations, modifications or permanent changes to City-owned or leased facilities on the Premises without the prior written permission of the City.
- D. User shall retain all rights of ownership of any temporary fixtures or personal property installed, stored or otherwise maintained on the Premises and belonging to User as of and following the Effective Date of this Agreement (the "Personal Property"), provided that written permission has been granted for installation of any such temporary fixtures. Upon expiration or termination of this Agreement, User shall have ninety (90) days in which to remove its Personal Property. User agrees that Personal Property not removed in that period shall become property of the City or Tulsa County, as applicable. Temporary fixtures that cannot be removed without damage to the Premises will be treated as permanent fixtures belonging to the City or Tulsa County, as applicable.
- E. User shall be responsible for all costs of repairing, maintaining and servicing all fixtures and Personal Property owned by User and maintained or stored on the Premises for benefit of the User.
- F. City and User may, in the discretion of, and by written separate agreement negotiated between, the parties, share in the cost of permanent fixtures or

improvements that are determined to have a shared benefit to the User and the City. The amount of such shared cost, if any, will be set forth in such separately negotiated agreement. In the event of expiration or termination of this Agreement without renewal, ownership of any such fixtures or improvements shall also be established by such separate agreement.

7. Maintenance Responsibility and Schedules

A. User.

- i. User will have the responsibility for maintenance of the Soccer facilities at the Soccer Complex, except for specific services delineated to the City in section 7.B.
- ii. User will be responsible for laying out Soccer game and practice fields, marking Soccer fields, maintaining bleachers, goals, nets, operation of the concession facility for Soccer events, and keeping the grounds, concession facility, and restroom facilities clean.
- iii. User shall be responsible to provide on-going maintenance to such Personal Property, fixtures and improvements to the Premises as to which it claims ownership, or which are installed for its benefit and use within the Premises. User shall maintain these facilities in good condition, at its own cost and expense.
- iv. User shall inspect Premises immediately prior to and immediately after each use and shall immediately notify City of any damages or of any repairs that may be required. If any defect may threaten the safety or welfare of participants or the public, User shall not allow individuals to utilize Premises until the defective portion of Premises has been repaired or replaced. User shall be solely responsible for any replacements or repairs it authorizes or performs.
- v. User shall provide at its own expense any chalk, lime, paint or other supplies required to ensure that playing fields are in suitable condition for use.
- vi. City shall be responsible for stocking the restroom facilities, including all paper goods and cleaning supplies. User shall be responsible for cleaning the restroom facilities.
- vii. City will be responsible for providing and maintaining adequate trash barrels distributed throughout the Premises and for providing additional such receptacles as needed for special events. User will be responsible to collect trash and garbage from the barrels/receptacles and deposit the into dumpsters to be collected by the City, or its contractor, in accordance with the same schedule that applies to other commercial users in Glenpool.
- viii. This maintenance plan may be coordinated with Affiliated Users who share access to use of the Premises. The allocation of responsibility and adequacy of timing for compliance with the maintenance plan shall be the sole responsibility

of User, regardless of any shared arrangements User and such third parties may negotiate.

- ix. User agrees to ensure that, when Soccer events are over, all buildings, windows, lockable areas and gates are properly secured, and all persons have left the Premises before leaving the Premises, and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights, etc.) are turned off by the City curfew unless User obtains permission from the City to play beyond curfew. Curfew is set by City Ordinance and will be posted on the Premises.
- x. User agrees to take all reasonable precautions to prevent waste, damage or injury to Premises by User or by any team or individual under User auspices or by any member of the audience attending User events.

B. City.

- i. City shall provide the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises other than upkeep of Personal Property, fixtures or Improvements belonging to User as outlined in section 7.A.
- ii. City, or SoCo Rec Facility as applicable, shall be responsible for improvements for the benefit of the public, including entrance gates, access road, parking lot, public restroom, concession stand, paved walkways, capital equipment, irrigation system and all grass covered areas, trees and shrubs (other than Soccer playing fields).
- iii. City shall provide water, sewer, trash hauling and electric utilities, and plumbing required for operation of the Soccer playing fields, concession stand and public bathroom. Any other utilities may be implemented by User at its sole expense.
- iv. City shall be responsible for stocking the restroom facilities, including all paper goods and cleaning supplies. User shall be responsible for cleaning the restroom facilities.
- v. Scheduled maintenance to be performed by the City shall include:
 - Mowing on a schedule set by the City during the growing season;
 - Trash removal; City dumpster(s) shall be emptied in accordance with the City's contracted schedule; and
 - Pruning of trees and shrubs shall be done annually.
- vi. City will assume all costs for the foregoing services, including the cost of repairing or replacing facilities owned by the City unless damaged by User or User's guests or invitees.

8. Utilities

City does now and will continue to pay for electricity, water, sewer and trash hauling utility services without charge to User. Any additional utilities, to include without limitation cable service and telephones, may be implemented at User's sole expense.

9. Concession Facility

- A. The concession facility and all physical fixtures or equipment of the concession facility, such as freezers, coolers, refrigerators, microwaves, popcorn maker, ice machine, and shelving, are and shall be property of the City and be stored/retained in the concession facility until the City directs User to remove them or directs their removal, provided that all perishable food items shall be removed from the concession facility upon expiration or at the end of the Soccer season, whichever occurs sooner. User agrees to remove any items of Personal Property upon termination of this Agreement or for other good cause, as determined by the City.
- B. User may, in its discretion, operate the concession facility during the term of this Agreement for the benefit of Affiliated Users or other third parties, but neither the City or User, under any circumstance, shall allow any Affiliated User or other third party to operate the concession facility. User remains responsible for compliance with all terms and conditions of this Agreement when serving concessions to a third-party user of the Premises to the same extent as though User was using the Premises; and User agrees to indemnify the City for all claims, damages and liability of any kind resulting from such third party's access to and use of the concession facility, except for intentional acts.
- C. User, or its contract vendor as applicable, may operate the concession facility only after obtaining all required food handler permits and submitting copies of said permits to City.
- D. User agrees to adhere to all Oklahoma State Department of Health, Tulsa County Department of Health, and City of Glenpool regulations or ordinances pertaining to said operations.
- E. User will receive all revenues from concession operations, and will be the sole provider, of concessions at Premises throughout the Term of this Agreement, whether during scheduled Soccer activities or during use of the Premises by a third party and shall secure the concession facility to prevent operations by unauthorized third parties and acts of vandalism during periods when not in use by User.
- F. User may retain and use revenues collected from the sale of concessions for Soccer-related purposes, subject to any applicable sales tax obligation that may be due and payable in accordance with State law and subject to disclosure in the financial disclosure report required by section 10.B. If User claims exemption from local and/or State sales tax under provisions of Title 68 § 1357 of the Oklahoma Statutes, or otherwise, it will be the duty of User to maintain documentation of such exemption.)

- G. Operation of the concession facility will require the presence on Premises of at least one User representative who holds a current Tulsa City- County Health Department food handler's permit and has attended the Tulsa City- County Health Department food handler's workshop.
 - H. User shall maintain product liability coverage for operation of the concession facility in an amount equivalent to at least the limits of the Oklahoma Governmental Tort Claims Act and shall name the City and Tulsa County as additional insured, all as provided in Section 13 of this Agreement.
10. Record-Keeping; Quarterly and Annual Financial Disclosure and Compliance Reports
- A. User shall maintain accurate accounts with correct entries of all income received and expenditures incurred in the operation of the Premises. The City reserves the right to audit such accounts in the event of a dispute deemed credible by the City Attorney.
 - B. User shall present to the City a start-of-term financial report by July 1 and an interim financial by no later than April 10 of each Term of this Agreement, in a form approved by the City Manager prior to presentation. The report will also give a summary of all activities undertaken by User in furtherance of User's obligations under this Agreement. Information contained in the financial disclosure and compliance report will be taken into consideration with respect to the decision of the City whether to renew the Agreement and, if so, on what terms and conditions.
11. Signage
- A. City and Tulsa County shall retain exclusive and plenary authority to allow or prohibit signs within the Premises. All sign proposals must be presented to and approved by City
 - B. City shall install and maintain any directional signs, identification signs or signs indicating applicable rules and/or local ordinances.
12. Coach Certification and Personnel
- A. User acknowledges that it is responsible for ensuring that all head coaches are properly trained and certified under the conditions and qualifying standards of the National Youth Sports Coaches Association [or other applicable credentialing group, subject to approval by City] and agrees that no head coach shall be allowed to participate in User-sponsored Soccer activities without such certification and all Soccer-specific credentials that are typically required in youth sports programs.
 - B. The parties acknowledge and agree that the activities contemplated by this Agreement will be provided in general or completely by volunteers. Paid staff or contract vendors may include, without limitation, umpires and concession operators.

- C. City reserves the right to run a Criminal Background Check for youth sports managers, coaches or other User personnel.

13. Insurance; Indemnification; and Release of Claims

- A. Without limiting City's and Tulsa County's right to indemnification as provided in this Agreement, User agrees to maintain, at its expense, both general liability insurance coverage and product liability coverage in force and effect during the entire Term of this Agreement, each in an amount equal to or greater than the liability limits set forth in the Oklahoma Governmental Tort Claims Act and to produce a copy of such policy annually prior to allowing any use of the Premises. Each time this Agreement is renewed, City and Tulsa County reserve the right to review and adjust the minimum amount of insurance coverage required of User.
- B. The City and Tulsa County, and their respective officials, representatives, agents and employees shall be named as additional insured on all required insurance policies, and each policy shall require that the City and Tulsa County be given ten (10) days written notice by each insurer before cancellation of any policy or reduction of coverage for any reason, including nonpayment of premium. The insurers shall have no recourse against City or Tulsa County for payment of any insurance premium.
- C. User shall also require any vendors or contractors with which it conducts business related to the Premises to name the City and Tulsa County as additional insured on all policies covering operation of such business.
- D. User shall submit such certificates of insurance and endorsements as required by this section to the City Attorney and to the District Attorney for approval prior to allowing any person, including but not limited to Soccer participants, to commence work or engage in any activities under this Agreement.
- E. Any insurance benefit protecting City or Tulsa County against any loss relating to or arising out of this Agreement shall be made payable to City and/or Tulsa County as directed by either or both.
- F. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from City and/or Tulsa County for all loss or damage to the extent that the damage is covered by User's valid and collectible insurance policies. User agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary.
- G. In addition to such insurance coverage, and not in lieu thereof, User shall indemnify, defend and hold harmless the City, Tulsa County, and their respective officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceedings of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User or of any of its Affiliated Users,

guests, invitees, members, volunteers, representatives, officers, agents, employees and contractors or subcontractors in performing or failing to perform any of its obligations under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence or willful misconduct of the City, its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.

- H. If any judicial or non-judicial proceeding based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City or Tulsa County, User shall defend the same at its sole cost and expense; provided that, the City and Tulsa County retain the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against the City or Tulsa County or either of its respective officers, agents, and employees, or jointly or severally against the City and/or Tulsa County and/or User or any of their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.
- I. User acknowledges and agrees that it shall be responsible for any damages occurring to City or Tulsa County property (buildings, irrigation components, fences, signs, posts, walkways, parking lots, gates, landscaping, roadways, Soccer fields, electrical, plumbing and mechanical systems) that are directly attributable to deliberate or negligent acts of User or Affiliated User volunteers, coaches, players, board members, or by the public during User events. User shall not be responsible for damages or vandalism occurring while User is not using the Premises, unless such damages or vandalism occurred because of User's failure to secure the Premises.

14. Participant Waiver

- A. User will require a parent or legal guardian of every participant in its Soccer program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City and Tulsa County, and their respective officers, agents, employees, volunteers, successors and assigns, of and from, all liability, claims or demands for any and all injuries to such participant or to any minor as to which the participant has lawful custody arising from any incident that may occur on or about the Premises.
- B. A release in the form provided by User and approved by the City and Tulsa County at Exhibit A attached hereto and incorporated herein shall be signed by a parent or legal guardian of every signed-up User participant and must be maintained by User throughout each Term of this Agreement. The City and Tulsa County reserve the right to request that a copy of such release be provided for verification.

15. Accident/Incident Reporting Requirement
- A. User shall submit to the City an accident/incident report form, approved by City, within three working days following any/all injuries, acts of vandalism, theft, or altercations of any kind. Documentation from police, fire, ambulance and/or any other emergency response service must be included if called upon to respond.
 - B. It shall be the sole and exclusive responsibility of User to ensure that there are, on-site or within call range, emergency personnel qualified to respond appropriately to any emergency, including accidents, and User bears full liability for any failure to do so.
16. Default and Termination Provisions
- A. This Agreement shall be subject to termination upon the abandonment of Premises for a period of thirty (30) days.
 - B. This Agreement may be voluntarily terminated by either of User or City following thirty (30) days' written notice of either party's intention to terminate.
 - C. This Agreement may be involuntarily terminated by City following User's failure to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that City shall serve User written notice and thirty (30) days to correct any default, and further provided that such time limit may be extended in the manner and to the extent allowed by City, where fulfillment of such obligation requires activity over a period of time and User has commenced to perform whatever may be required to cure the default and continues such performance diligently. City has sole discretion as to defining a material provision and whether, or how, to permit cure of any default.
 - D. The right to terminate this Agreement upon default of User shall not be exclusive and is in addition to any other rights and remedies provided by law or under this Agreement.
 - E. Any waiver of any breach of any one or more of the covenants, conditions, terms and representations herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or representation contained in this Agreement, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or representations herein contained be construed as in any manner changing the terms of this Agreement or estopping City from enforcing the full provisions thereof.
 - F. In the event of substantial or total destruction of the Premises from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with reasonableness of said costs being within the sole judgment of City. If the Premises are repaired or restored by User at the sole expense of User or at the expense of insurance carriers, this Agreement shall not be terminated.

- G. After the termination of this lease for any reason, User may apply to the City within ninety (90) days of said termination date to remove any Personal Property or fixtures that have been built solely with User funds and the City shall decide whether to agree to this.

17. Miscellaneous

A. Notice Provision.

Each party shall designate one or more representatives who shall be responsible for the administration of this Agreement.

Any notice, demand, communication, consent, submission of information, request for permission to undertake any act or any other transaction or exchange required or permitted by this Agreement or by law (collectively, "Notice") shall be in writing. Service of such Notice shall be complete upon verified delivery to either party's designated representative and shall be deemed effective for all purposes under this Agreement as though delivered directly to such Party.

Verified delivery may be made by depositing such Notice in the U.S. Mail or other generally recognized postal service; certified mail with return receipt requested; or by personal delivery to the other party, through its designated representative.

Receipt of any such Notice may be presumed upon personal delivery or after three days following mail delivery.

The parties' initial designated representatives shall be as follows:

City of Glenpool
David Tillotson City Manager
City of Glenpool
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033
Telephone: (918) 322-5409

South County Soccer Club
James Willhite, President
South County Soccer Club
P.O. Box 406
Glenpool, OK 74033
(918) 724-2327

B. Choice of law and venue

This Agreement has been and shall be construed as having been made, executed and delivered in the State of Oklahoma. It is mutually understood and agreed by both parties that this Agreement shall be governed by the laws of the State of Oklahoma. Venue shall be Tulsa County, Oklahoma.

C. Compliance with all federal, state, local laws

User agrees, in all its activities pertaining in any way to performance under this Agreement, to abide by, uphold and adhere to all City and Tulsa County rules, regulations and ordinances, regulations and laws of the State of Oklahoma and any applicable federal laws or regulations.

D. Non-discrimination provision

User agrees not to discriminate in providing its services, and shall provide such services, without regard to race, color, nationality, age, religion, disability, gender or sexual identity. Notwithstanding the foregoing, User shall be required only to make such reasonable accommodations to disabled person(s) seeking such services as are required by law.

E. Entire agreement

This Agreement constitutes the entire agreement of the parties and contains all obligations and representations of the parties with respect to the subject matter covered herein, and no prior agreement of any kind shall be effective to the contrary.

F. Severability

If any section or provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, only such section or provision shall be stricken from this Agreement. Such invalidity or unenforceability shall not extend to or affect any other sections or provisions hereof, and all remaining sections and provisions of this Agreement shall continue in full force and effect, to the extent allowed by law.

G. Authority to sign

The parties, and Tulsa County as third-party beneficiary, represent that their respective signatories are fully and duly authorized members, officers or agents of City, Tulsa County and/or User, as applicable.

H. Amendment provisions

No section or provision of this Agreement may be modified, altered, added to or amended, and no such modification, alteration, addition or amendment shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

I. Assignment to third parties

Neither this Agreement, nor any of the rights, duties or obligations hereunder, shall be sold, assigned, alienated or encumbered by either party. Any attempt to sell, assign, alienate or encumber this Agreement, or the Premises as defined herein, by either party shall be cause for immediate termination of this Agreement.

J. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which collectively shall constitute one and the same Agreement.

18. Checklist of Documents Required as Condition of Performance (attached as Exhibits)
 - A. Copy of all required health department permits and any other licenses or permits required by law.
 - B. Schedule of all practices, games and tournaments, to the extent known and as shall be supplemented.
 - C. Board member roster and staff contact list.
 - D. General liability and product liability insurance declaration pages identifying City and Tulsa County as additional insured.
 - E. Form of User Participant Release.
 - F. IRS 501(c)(3) Tax-Exemption Certificate

19. Consent of Tulsa County to Agreement as Condition Precedent

Tulsa County, as Landlord under the Lease of the Premises by the City of Glenpool for use as Glenpool-South County Soccer Complex, has reserved the right to prohibit the City from permitting use of the Premises by any party other than the City, its agents and employees without the prior written consent of Tulsa County.

Tulsa County has been added as a non-party signatory to this Agreement solely to give evidence of such consent. City and User expressly recognize and acknowledge Tulsa County as third-party beneficiary to this Agreement, while assuming no obligations or liability hereunder.

The City and User expressly understand and agree that this Agreement is invalid, void and of no effect unless and until executed below by a duly authorized signatory for Tulsa County.

IN WITNESS WHEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have thereby caused this Agreement to be effective as of the date last executed by a duly authorized signatory for either party or for Tulsa County.

CITY OF GLENPOOL, OKLAHOMA

By _____
Joyce G Calvert, Mayor

Date

Attest:

Wendy Knight, City Clerk

Seal

Approved as to Form:

City Attorney

SOUTH COUNTY SOCCER CLUB

Name:
Duly Authorized Representative

VERIFICATION

State of Oklahoma)
) ss.
Tulsa County)

Before me, a notary public, on this ____ day of _____, 20__, personally appeared _____ known to me to be the _____ [title] of the _____ [User] and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

TULSA COUNTY

As of the ____ day of _____ 2022, Tulsa County has found that the foregoing Agreement of the City of Glenpool, as Tenant under the Lease Agreement by and Between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma ("**Landlord**") and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma ("**Tenant**"), dated November 21, 2016, (the "**Lease Agreement**") with the User defined therein is in substantial compliance with Article 5, Section 5.1 of the Lease, which requires that:

Tenant shall not:

- (a) assign or in any other manner transfer this Lease or any estate or interest therein;
- (b) permit any assignment of this Lease or any estate or interest therein by operation of law;
- (c) sublet the Premises or any part thereof;
- (d) grant any license, concession, or other right of occupancy of any portion of the Premises without written consent of Landlord; or
- (e) permit the use of the Premises by any parties other than Tenant, its agents and employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

THEREFORE, by the authorized signature below, Tulsa County hereby gives its consent to the foregoing City of Glenpool/South County Soccer Club User Agreement for Glenpool-South County Soccer Complex, as executed or to be executed by the parties thereto.

Chairperson
Tulsa County Board of County Commissioners
[or other authorized signatory]

Date

Attest:

_____, County Clerk

Seal

Approved as to Form:

_____, Assistant District Attorney

Exhibit A

Form of Participant Release.

MEDICAL TREATMENT AUTHORIZATION AND LIABILITY WAIVER

I swear or affirm that I am the _____ [parent/legal
custodian/other] of _____ [name of applicant/participant], a minor,
and that there is no limitation on my lawful authority to execute this authorization and waiver
on such minor's behalf. I hereby give my consent to have an athletic trainer, coach, team
manager, emergency medical technician, nurse, medical treatment facility, and/or doctor of
medicine or dentistry and their associated personnel provide the applicant/participant with
such medical assistance and/or treatment as they deem necessary in connection with any
accident or injury incurred while participating in, or in any way related to (including
transportation to or from), any event sponsored by South County Soccer Club and agree to be
financially responsible for the cost of such assistance and/or treatment, holding South County
Soccer Club, the City of Glenpool and Tulsa County harmless and without liability for any part of
such cost. I understand such assistance and/or treatment for accident or injury will be based on
information provided herein. I further authorize emergency transportation of the
applicant/participant to a medical treatment facility should an individual listed above consider it
to be warranted.

I recognize the possibility of physical injury (such as, without limitation, concussion, broken bone,
eye injury) associated with soccer, with transportation to and from soccer events and with
medical transport, and hereby release, discharge, hold harmless and otherwise indemnify South
County Soccer Club, US Club Soccer, their sponsors, the USSF and its affiliated organizations, the
City of Glenpool, Tulsa County and the employees and associated personnel of these
organizations, against any lawsuit, claim or damages on behalf of the applicant/participant
named above as a result of that player's participation in any US Club Soccer or related programs
except any lawsuit, claim or damages caused by the negligence or intentional act of any of the
above persons or entities.



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 15, 2022

Re: ODOT Pedestrian and Bicycle Sidewalk Expansion Agreement

Background:

Glenpool has been working with INCOG and ODOT for several years on a Pedestrian & Bicycle Sidewalk Expansion Grant. This grant was originally intended to fund the design and construction of sidewalks from the school to the South County Recreation Center. Since it was first approved, there have been significant improvements to our sidewalk system by private developers as new housing and commercial projects have been approved and constructed along this corridor. Additionally, construction prices have increased significantly since that time. Both scenarios caused City Staff to request a change within the scope of the grant to allow more flexibility on costs as we move forward, albeit with the same purpose of construction sidewalks between the school and the recreation center.

This agreement maximizes federal funds at \$550,856 with a required match of \$137,713. Should construction costs come in less based on the design options we choose these totals could be less. Should the City desire to spend more than the combined total of \$688,569 any amount above the federal max of \$550,856 must come from City, or other non-federal, sources. Additionally, since this contract has a maximum "not to exceed" price as opposed to a final cost, we will not be required to pay the match up front. I would recommend we set aside \$137,713 in non-designated reserve funds as match for this project. This recommendation will be listed on the agenda immediately following this contract approval.

Staff Recommendation:

Staff recommends Council approve the State of Oklahoma Department of Transportation Project Maintenance, Financing, and Right-of-Way Agreement for Project No.: STP-172E(539)EH, Glenpool Pedestrian & Bicycle Sidewalk Expansion.

Attachments:

- ODOT 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

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

GLENNPOOL PEDESTRIAN & BICYCLE SIDEWALK EXPANSION

Project No.: STP-172E(539)EH

State Job No.: 28845(04)(05)

This agreement, made the day and year last written below, by and between the City of **GLENNPOOL**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ENHANCEMENT	08	TULSA	28845(04)	STP-172E(539)EH	ENHANCEMENT	GLENNPOOL PEDESTRIAN & BICYCLE SIDEWALK EXPANSION

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS: Under the provisions of the Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for the Users, or successor program, a portion of the State's Federal-Aid highway construction and maintenance funds have been designated for "Transportation Enhancement Activities" as defined in Title 23 United States Code Section 101(a); and

WHEREAS: The Transportation Commission and **DEPARTMENT** are designated to administer the Transportation Enhancement program as set forth in federal law and under the provisions of OAC 730:10-17-1et seq.; and

WHEREAS: The **SPONSOR** desires to provide for the implementation of a Transportation Commission approved Transportation Enhancement Project located in the City of Glenpool, Tulsa County, Oklahoma in order to enhance the intermodal surface transportation system and/or preserve related historic transportation facilities or heritage in the State of Oklahoma, and

WHEREAS, Under the provisions of OAC 730:10-17-1, Transportation Enhancement funding is only available to recognized governmental entities, it is expressly understood and agreed by and between the **DEPARTMENT** and the **SPONSOR** that the **SPONSOR** shall henceforth be identified as the federal funding sub-recipient for the purposes of this agreement and shall bear the sole responsibility for the expenditure of said funding in accordance with state and federal law; and

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.2 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.3 The SPONSOR and the DEPARTMENT understand and agree that the DEPARTMENT shall have the full authority to carry out oversight for this project. The DEPARTMENT shall review, process, and approve documents required for Federal aid reimbursement in accordance with Federal requirements. It is agreed that the project contemplated herein is proposed to be financed as hereinafter described and that this Agreement, all property acquisitions and clearances, plans, specifications, estimate of costs, acceptance of work, payment, and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, and approvals as may be applicable thereto.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 To the extent permitted by law, the SPONSOR agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the SPONSOR, the DEPARTMENT, or Federal Government, arising from the SPONSOR's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, PROVIDED, nothing herein shall require the SPONSOR to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the DEPARTMENT.

2.3 When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the SPONSOR. No liability shall attach to the DEPARTMENT, the Sponsor, or Federal Government except as expressly provided herein.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of Right of way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the relocation assistance program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list

provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Operations Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.

- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, **Enhancement** total estimated cost of **\$550,856**, as described below:

FUNDING SOURCE =>			ENHANCEMENT		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
28845(05)	Design -	\$124,237	80	\$99,390	20	\$24,847
28845(04)	Construction - (With 6% Inspection)	\$564,332	80 up to a limit of	\$451,466	Remainder	\$112,866
Total		\$688,569	Total=>	\$550,856	Total=>	\$137,713

4.2 Furthermore, the Department and the Sponsor agree that actual ENHANCEMENT costs incurred by project phases (**JP 28845(04,05)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this agreement, without formal supplemental agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding

4.4 Federal funding in support of this project shall be in accordance with the Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for the Users, Title 23, U.S.C., as amended, and applicable Office of Management and Budget circulars. The SPONSOR shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government.

- A. The SPONSOR agrees to pay for SPONSOR incurred project costs. Following such payments, the SPONSOR shall submit ODOT standardized invoice and supporting documentation in the format prescribed by the DEPARTMENT, not more than once per month. The DEPARTMENT will reimburse the SPONSOR up to the amount shown in this Agreement for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the

SPONSOR for the establishment, maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation. The DEPARTMENT shall reimburse the SPONSOR for the Federal share of eligible project costs up to the amount shown in this Agreement.

- B. Partial payments made for costs provided to the DEPARTMENT during the course of this Agreement shall be considered progressive payments and shall be subject to audit review and recalculation upon completion of the work attributable and properly allocable to this project. Upon completion of an audit of the project records a final invoice shall be prepared and the SPONSOR shall receive final payment subject to any necessary audit adjustments. Interim payment invoices shall be signed by the authorized agent which shall without other certification be sufficient.
- C. The Federal Aid Highway Program is a reimbursement program; therefore, no advance payments will be made to the SPONSOR.
- D. E. The final request for reimbursement must be received by the DEPARTMENT no later than sixty (60) days after the project's ending date, and shall contain a final payment certification in the format prescribed by the DEPARTMENT.
- E. The SPONSOR must at the conclusion of the project provide the DEPARTMENT with a copy of an audit report which has been prepared in accordance with applicable Office of Management and Budget circulars which has been attested by Certified Public Accounting firm to report audited final costs and payments made on this project.
- F. If it is determined by the DEPARTMENT, based upon an audit performed in accordance with appropriate Federal regulations, that the terms and conditions of this agreement were not followed, or in the event costs claimed are disallowed following the audit, the SPONSOR shall reimburse the DEPARTMENT the full amount of the disallowed costs.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for

accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this contract with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this AGREEMENT and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the SPONSOR will advertise and let the contract for this project.

5.5 The SPONSOR shall comply with the Competitive Bidding Act of 1974 , as revised, 61 O.S. § 101 et seq. The SPONSOR and the DEPARTMENT agree to comply with the following administrative procedures:

- A. Prior to advertisement, the SPONSOR shall submit to the DEPARTMENT the Bid Proposal documents, Plans, Specifications, and Estimate (PS&E). After obtaining written authorization from the DEPARTMENT, the SPONSOR may advertise and accept bids for this project. The SPONSOR shall analyze bids prior to award to ensure the reasonable and proper expenditure of public funds.
- B. Prior to award, the SPONSOR shall submit to the DEPARTMENT affidavits of newspaper publications, a detailed summary and analysis of the bid results, including engineer's estimate and individual bidders' unit prices, along with a copy of the completed proposal from the apparent low bidder and a recommendation of award. Upon concurrence by the DEPARTMENT of the SPONSOR recommendation of award, the DEPARTMENT will authorize the SPONSOR to award the project.
- C. Prior to issuance of a Work Order/Notice to Proceed, the SPONSOR shall provide the DEPARTMENT with certified copies of the executed Contract between the SPONSOR and the Contractor. Upon approval by the DEPARTMENT of the Contract , the DEPARTMENT will authorize the SPONSOR to issue a Work Order/Notice to Proceed to the Contractor.

5.6 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.

- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
 - 6) For any portion of the project encompassed under this agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
 - 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.
- 5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:
- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
 - 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting

facilities, including all appurtenances thereto and including the sign lighting facilities.

- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The SPONSOR will follow appropriate practices for quality based selection to contract for competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to insure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives. The SPONSOR does hereby accept full, complete, and total responsibility for this project. The SPONSOR does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship.
- 2) The SPONSOR agrees that the liquidated damages provisions in 23 CFR, Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the SPONSOR from reduction of Federal participation in accordance with this paragraph.
- 3) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 4) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 5) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.
- 6) The SPONSOR agrees to provide the DEPARTMENT with acceptable project closure documents which shall include a Certificate of Completion, final estimate, statement of overruns and underruns, final inspection letter, final acceptance report, completion date, project change orders (if applicable), materials certification, DBE forms, and Buy America Certification.

SECTION 6: NON-DISCRIMINATION CLAUSE

6.1 During the performance of this Agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal

Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the contract until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the contract in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of paragraphs 1 through 6 in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.

e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Contract shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this Agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this Agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

10.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This contract shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

THE CITY OF GLENPOOL

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF
GLENPOOL

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government DATE
Division Manager

Director of Project Delivery DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE



To: Honorable Mayor/Chair and City Council/GEMS Trustees
From: Susan White, Assistant City Manager/District Administrator
Date: June 20, 2022
Subject: FY 2022-2022 Administrative Operations Agreement between City
of Glenpool and GEMS District

Background

The Administrative Operations Agreement between City of Glenpool and GEMS District has been updated to reflect the new fiscal year. Other than that, it remains identical in content to the FY 2021-2022 Agreement.

Recommendation

Recommend to approve the FY 2022-2023 Administrative Operations Agreement between City of Glenpool and GEMS District as presented.

Attached

Administrative Operations Agreement - FY 2022-2023

ADMINISTRATIVE OPERATIONS AGREEMENT – FISCAL YEAR 2022-2023
[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 2022-2023 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 2022-2023 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 2022-2023 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 2022-2023 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, 2022 and shall continue through June 30, 2023. This Agreement will automatically be renewed each subsequent year, beginning July 1, 2023, 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 20th day of June 2022.

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	1,248	74%
Fire	449	26%
Total	1,697	

Based on FY2022-2023 Proposed Budget:

	EMR Calls vs. Fire:		74%
	Total		EMR
Total Compensation/Benefits for EMR personnel	\$ 2,654,683	\$	1,952,295
Average per person (total/24)	\$ 110,612	\$	81,346
Annual hours per person	2,912		
Avg hourly personnel cost	\$ 37.98	\$	27.93
Three person crew (\$37.98 X 3)	\$ 113.95	\$	83.80

Fire Truck Expenses

	FY22-23
Maintenance	42,040
Fuel	15,765
Total truck expenses	\$ 57,805

	EMR Calls vs Fire	74%
Estimated number of runs FY2022-2023	1,697	
Average cost per run for truck (constant)	\$ 34.06	

	Total	EMR
Total rate per run (\$113.95 crew, \$34.06 truck)	\$ 148.02	\$ 108.85
Total Estimated EMR Reimbursement FY22-23		\$ 135,850



To: HONORABLE MAYOR AND CITY COUNCIL
From: Susan White, Assistant City Manager
Date: June 20, 2022
Subject: Custodial Services Contract

Background:

Vickie Yarbrough has provided custodial services at City Hall and the second floor of the Police Department for several years. Mrs. Yarbrough wishes to renew her contract for next fiscal year with the same terms and conditions. The City has been satisfied with the services performed by Mrs. Yarbrough and are appreciative of her desire to continue to provide this necessary assistance.

Staff Recommendation:

Staff recommends Council consideration and approval to renew the Custodial Contract with Vickie Yarbrough for FY 2022-2023

Attachments:

Custodial Services Contract

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

**CUSTODIAL SERVICES CONTRACT
RENEWAL**

Vickie Yarbrough, in her individual capacity ("**Contractor**"), hereby agrees with the City of Glenpool ("**City**"), as of July 1, 2022, to provide the necessary labor, material, supplies and equipment to perform the services identified herein.

CONTRACT WITH:	The City of Glenpool
SERVICE PROVIDED:	Professional Cleaning
WORK STANDARDS:	General cleaning services, to include vacuuming of carpets; dusting of furniture (Contractor will not be expected to, and is directed not to, remove papers or personal items from any desk or cabinet space); removal of trash; and restroom cleaning, all in accordance with reasonable industry standards.
INSURANCE:	Declaration Page attached for \$25,000 Commercial General Liability Insurance.
RENEWAL TERM:	Commence: July 1, 2022 Terminate: June 30, 2023

1. INDEPENDENT CONTRACTOR STATUS:

The Contractor is an independent contractor and not an employee of the City. All persons performing services on behalf of the Contractor shall be deemed either employees or subcontractors of the Contractor and shall in no case be employees or agents of the City.

2. CONFIDENTIALITY:

Contractor accepts for herself and for any such other person performing services on her behalf the duty to maintain confidentiality with respect to such business of the City as Contractor may have reason to learn solely during or as a result of the performance of the services set forth in this Contract.

3. HOLIDAYS:

The following holidays shall be observed by the City and are therefore days on which the Contractor shall not be obligated to perform any services pursuant to this Contract: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; and any other holiday observed by the City.

4. TERMS OF PAYMENT:

The City agrees to pay Contractor the rates recited in Section 5 below, which are fixed for the period of the Renewal Term unless either party informs the other of its intent to terminate the Contract prior to expiration of the Renewal Term as set forth in Section 6 below. The Contract will be subject to renewal upon expiration of the Renewal Term in the discretion of both parties, subject to renegotiation of the rates set forth herein, based upon changes in labor and/or material costs.

Contractor will submit all invoices monthly for payment within fifteen days from the date of the invoice.

5. WORK SITES, CONTRACTOR DUTIES AND PAYMENT RATES:

A. General Cleaning Services

1. Second and third floors of City Hall (no services to be undertaken on first floor, Glenpool Conference Center space)
\$325.00 per week, to include 3 days a week, all services to be performed during non-business hours (5:00 p.m. - 8:00 a.m.)

2. First and second floors of Public Safety Building, Police Department only.
\$400.00 per month, cleaning schedule to be coordinated with that for City Hall except as otherwise altered by exigent circumstances due to lack of non-business hours in police operations.
- B. Special Cleaning Services: Any out-of-the-ordinary, unscheduled cleaning needs will be performed at a separately negotiated rate to be agreed upon in writing by the parties. Such writing will be attached to this Contract as an addendum.
- C. Supplies: City shall provide all consumable products at no cost to Contractor (including paper towels, toilet paper, soap, trash liners and similar standard consumable, replenished products). Cleaning supplies and equipment shall be provided by Contractor.

6. CITY OBLIGATIONS:

City agrees to:

- provide lockable storage space for all equipment and supplies used by Contractor;
- advise employees to secure all personal items and leave desks as clear of paper as possible; and
- assign one employee as the individual responsible for communication between City and Contractor.

7. TERMINATION:

This Contract shall continue in effect for the duration of the Renewal Term unless and until either party notifies the other in writing of its intent to terminate by giving the other party thirty (30) days' written notice, provided that City reserves the right to terminate the Contract immediately and without notice in the event of serious misconduct by the Contractor. Serious misconduct may include deliberate damage to property; breach of confidentiality; or actions of a similar serious nature, as determined by the City acting in good faith.

ACCEPTANCE:

CITY OF GLENPOOL

Joyce G. Calvert, Mayor

Date

CONTRACTOR

Vickie Yarbrough

Date

ATTEST

Wendy Knight, City Clerk

APPROVED AS TO FORM:

City Attorney