



Council Chambers at City Hall
401 S. Johnstone Avenue
Bartlesville, OK 74003

**NOTICE OF SPECIAL MEETING
OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, August 19, 2024
5:30 p.m.**

**Vice Mayor Jim Curd, Jr.
918-338-4282**

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Vice Mayor Curd.**
- 2. Roll Call and Establishment of a Quorum.**
- 3. Invocation.**
- 4. Citizens to be heard.**
- 5. Consent Docket**
 - a. Approval of Agreements, Contracts, Memorandums of Understanding,**
 - i. Contract between the City of Bartlesville/Bartlesville Public Library and the Oklahoma Department of Libraries for grant funding that will pay the majority of the salary for the part-time Library Assistant position.**
- 6. Discuss and take possible action to approve a Contract for Services with GRAND Mental Health to perform services related to the FY 2024 Opioid Abatement Project. Presented by Lisa Beeman, Grant Coordinator.**
- 7. Discuss and take possible action to approve the FY 2024 Opioid Abatement Grant Award Agreement and Notice of Award with the State of Oklahoma to provide funding to abate the effects of the opioid epidemic within the City of Bartlesville. Presented by Lisa Beeman, Grant Coordinator.**
- 8. Discuss and take possible action to approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2024-2025, appropriating unanticipated grant revenue in the Restricted Revenues Fund of the Police Department for the FY 2024 Opioid Abatement Grant Award Agreement. Presented by Lisa Beeman, Grant Coordinator.**
- 9. Discuss and take possible action to approve the Disaster Assistance Agreement for Emergency and Major Disasters between the State of Oklahoma and the City of Bartlesville related to the severe storms, straight line winds, tornados and flooding incident period of April 25, 2024 through May 9, 2024. Presented by Lisa Beeman, Grant Coordinator.**
- 10. City Manager and Staff Reports.**
- 11. City Council Comments and Inquiries.**

12. Adjournment.

The Notice of Meeting and Agenda was received in the Office of the City Clerk and posted in prominent public view at City Hall, Bartlesville, Oklahoma on Thursday, August 15, 2024 at 5:30 p.m.

Jason Muninger

/s/ Elaine Banes

Jason Muninger, CFO/City Clerk

by Elaine Banes, Deputy City Clerk

City of Bartlesville Agendas and Packets: <https://www.cityofbartlesville.org/city-government/city-council/meeting-agendas/>

*Live Streaming: <https://www.cityofbartlesville.org/city-government/city-council/webcast/>

*Televised on Sparklight Channel 56

*Workshop portions of City Council meetings will not be live streamed or televised. The public is welcome to attend in person.

Open Meetings Act Compliance (25 O.S. Sec. 301 et seq.): all discussion items are subject to possible action by the City Council. Official action can only be taken on items which appear on the agenda. The City Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the City Council may refer the matter to the City Manager, Staff or City Attorney, or back to a committee or other recommending body. Under certain circumstance, items are deferred to a specific later date or stricken from the agenda entirely. Agenda items requiring a public hearing as required by law will be so noted. The City Council may at their discretion change the order of the business agenda items. City of Bartlesville encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city Clerk at least one working day prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive this rule if signing is not the necessary accommodation.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and approve a contract between the City of Bartlesville/Bartlesville Public Library and the Oklahoma Department of Libraries.

Attachments: E-Rate Grant Contract No: F-25-018
OMES Claim Form

II. STAFF COMMENTS AND ANALYSIS

The Community Literacy Grant from the Oklahoma Department of Libraries pays the majority of the salary for the part-time Library Assistant position. The library seeks additional grant funding to cover the remainder of the position's salary.

The Literacy Assistant position is important to the success of the department. She works with both students and tutors, provides statistical information to the Oklahoma Department of Libraries, administers assessments to learners, works with the Literacy Coordinator and other staff on all programs, events, and classes sponsored by this department.

III. RECOMMENDED ACTION

Staff recommends City Council approval of this contract.

CONTRACT
BETWEEN THE OKLAHOMA DEPARTMENT OF LIBRARIES
AND CITY OF BARTLESVILLE

I. CONTRACTING PARTIES

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and City of Bartlesville, a municipal government (Contractor), collectively known as the Parties.

II. TERM OF THE CONTRACT

This Contract shall begin on August 1, 2024, and shall terminate on August 15, 2025.

- a. In the event the Contractor fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance to the Contractor, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law. This Contract may be terminated without cause by either party upon thirty (30) days written notice to the other party, or in accordance with the provisions set forth herein.
- b. The Parties of this Contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this Contract.

III. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall render diligently and competently the services as indicated and in the manner set forth herein which shall be binding on the Parties of this Contract.

The Contractor shall:

- a. Provide one-to-one or small group instruction to adults.
- b. Track required statistics including student and personnel hours. Provide statistics to the Department as required.
- c. Maintain security measures for confidentiality of all student records by using secure computer passwords and storing all paper records in locked file cabinets when not in use.
- d. Conduct student assessments and reassessments with the Comprehensive Adult Student Assessment System (CASAS) or approved alternative.
- e. Submit the final report to the Department by July 11, 2025. The report will include a Narrative, Expenditure Report, and Programs and Statistics Report.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities:

- a. Process grant payment to Contractor upon receipt of executed Contract and notarized claim form.
- b. Maintain regular communication and provide technical assistance as needed.

V. PROJECT FUNDING

In accordance with the terms of this Contract, the Department will grant **Seven Thousand Two Hundred Dollars (\$7,200.00)** to provide adult literacy instruction at no charge to adult learners over the age of 16.

- a. Expenditures for this project must conform to the approved budget and to applicable local, state, and federal laws and regulations, and are subject to all conditions of this Contract. Any deviations from the approved budget must be approved by the Department in writing.
- b. Payment will be made via electronic deposit within 45 days of receipt of the notarized claim form.
- c. Final reports for any previous departmental literacy grants must be satisfactorily completed and approved before new claims will be processed.
- d. The Contractor must use travel forms and time sheets to document travel reimbursements and salaries. Copies of completed forms must be kept on file with the Contractor.
- e. Funds may not be used for depreciation of equipment, insurance, food, medical treatment, or childcare.
- f. Expenditures under this contract shall be included in the next financial review or audit.

VI. GENERAL PROVISIONS

a. Notices

Any notices to be given herein shall be sent by depositing such notice with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Notice shall be deemed effective upon receipt or refusal of delivery. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

Oklahoma Department of Libraries
Attn: Brooklynn Bors
200 NE 18th St
Oklahoma City, OK 73105-3205

As to the Contractor:

Bartlesville Public Library Literacy Services
Attn: Cheryl Dorris
600 S Johnstone
Bartlesville, OK 74003

b. No Grant of Authority

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Contractor agrees not to assume or incur any such liability without the prior written consent of the Department.

c. Performance Suspension

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national

defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by either party shall be grounds for immediate suspension of performance.

d. **Liability**

The Department shall not be liable for any injuries or damages to persons or property resulting from acts or omissions of the Contractor, its officers, employees, agents, or trustees, in carrying out the activities of this Contract.

e. **Accident or Illness**

The Contractor agrees that any accident or illness during the performance of this Contract will not be the responsibility of the Department and in no way holds the Department liable for such accident or illness.

f. **Understanding of Terms**

The Parties hereto have read and fully understand the terms of this Contract and agree to be bound by the same.

VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Contractor agrees to keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services, including accounting procedures, practices or any other items relevant to this Contract, for a period of seven (7) years from the ending date of this Contract. Upon reasonable notice, the Department, Office of the Attorney General (OAG), the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items for purpose of audit and examination at Contractor's premises during normal business hours. The Contractor further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the seven (7) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.

VIII. VENUES AND APPLICABLE LAW

If any legal action is taken to enforce the terms of this contract, the Parties agree that the venue for all legal action is Oklahoma County, Oklahoma. This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IX. ADDITIONAL REQUIRMENTS

- a. It is expressly agreed that the Contractor under this contract is an independent Contractor and under no circumstances shall any owners, officers, employees or volunteers of the

Contractor be considered employees of the Department or the State of Oklahoma. The Contractor is responsible for all types of claims due its volunteers, employees, or any third parties. The Contractor will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Contractor's, or any of the Contractor's employees' or volunteers' performance, including but not limited to the use of automobiles or other transportation.

- b. In the event the Contractor does not comply with the terms of this contract, including the timetable, budget, and objectives, the Contractor will be given written notification of such noncompliance by the Department. The Contractor may appeal for reconsideration by providing the Department written evidence of compliance within twenty (20) days following receipt of such notification. Should noncompliance be confirmed, the Department may take possession of items purchased under this contract for reassignment to other programs and projects.
- c. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future grants until compliance can be assured.
- d. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Contractor is for the sole benefit of the Contractor and is not a solicitation for, or receipt of, funds for the Department.
- e. The Contractor will comply with all requirements under the Oklahoma Open Meetings Act, 25 O.S. § 301 *et seq.*, and the Oklahoma Open Records Act, 51 O.S. § 24A.1 *et seq.*
- f. The Contractor may not subcontract or assign any duties herein without the express written consent of the Department.

X. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract shall be in writing and executed by all Parties.

XI. ENTIRE CONTRACT

This instrument, consisting of five pages, constitutes the entire Contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained herein.

XII. EXECUTION OF CONTRACT

The Contractor affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge.

The Contractor certifies that neither the Contractor, nor anyone subject to the Contractor's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer

or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.

Each signatory to this Contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said Contract and accepts liability for any misrepresentation of such authority.

IN WITNESS WHEREOF, the Contractor and the Department have each caused this Contract to be executed in their behalf.

SIGNATURES

On behalf of the Contractor

On behalf of the Department

Kiley Roberson, Director

Natalie Currie, Director

Signature

Signature

Date

Date

Dale Copeland, Mayor

Signature

Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES

Assurances: 19501 is encumbered for this Contract

Lead Officer: _____

Date _____

Financial Mgr: _____

Date _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agenda language: Discuss and take possible action to approve a Contract for Services with GRAND Mental Health to perform services related to the FY 2024 Opioid Abatement Project.

Attachments: Contract for Services between the City of Bartlesville and GRAND Mental Health.

II. STAFF COMMENTS AND ANALYSIS

The attached contract for services sets forth an agreement with GRAND Mental Health to carry out the opioid abatement project as per the terms of the City's FY 2024 Opioid Abatement Grant Award Agreement with the State of Oklahoma. This agreement authorizes the payment of \$120,000 to GRAND Mental Health over a two year period of time to provide two certified peer recovery support specialists to work with the Police Department's existing Crisis Intervention Response Team (CIRT) and the Parks and Pathfinder Program. These two team members will assist with outreach services to create a pathway from homelessness to treatment to housing for Bartlesville individuals experiencing homelessness, opioid addiction, and at risk for unintentional overdose, particularly those who have set up encampments along Pathfinder Parkway. Outreach services which can be provided by GRAND include immediate access to its Urgent Recovery Centers and Addiction Recovery Center for treatment, and housing navigation services and rental support when they discharge from residential inpatient treatment and step-down into outpatient and other recovery services. GRAND has experience with using outreach teams in Tulsa and are currently having success in connecting with many homeless individuals who have agreed to coming to treatment.

III. BUDGET IMPACT

There is no impact to the City's current budget.

IV. RECOMMENDED ACTION

City staff recommends approval of a Contract for Services with GRAND Mental Health to perform services related to the FY 2024 Opioid Abatement Project at the next City Council Meeting.

CONTRACT FOR SERVICES

This agreement, including any incorporated documents and appendices (“Agreement”), is made between CITY of Bartlesville (“CITY”) and GRAND Mental Health (“GRAND”) (collectively “the Parties”).

WHEREAS, the Oklahoma Opioid Abatement Board has awarded CITY an opioid abatement grant award pursuant to the provisions of the Political Subdivisions Opioid Abatement Grants Act (“Act”),

WHEREAS, CITY has executed an Opioid Abatement Grant Award Agreement,

WHEREAS, CITY has determined that it is in the best interests of the City of Bartlesville to employ GRAND to accomplish the projects approved by the Board,

WHEREAS, CITY desires GRAND to perform such services,

GRAND agrees to carry out the opioid abatement project or projects approved by the CITY on August 19, 2024 (the “Project”) in good faith and to abide by all terms and conditions of this Agreement.

1. AVAILABILITY AND USE OF FUNDS

- a. Funds are distributed by CITY to GRAND, who shall be responsible for the payment of all expenses incurred by GRAND and any subrecipient/subcontractor/partner in performing under this Agreement. Funding is made to available to GRAND only as authorized by the Act and the terms of this Agreement. Unless otherwise provided in this Agreement, funds shall not be expended for expenses incurred prior to, or after, the term of this Agreement. GRAND shall only use funds awarded for Project approved purposes, which are those specified in the GRAND’s application for Grant funds (the “Application”).
- b. GRAND understands and agrees that the funds disbursed under this award may only be used in compliance with Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant.
- c. GRAND must have and maintain institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project(s). By signing this Grant contract, GRAND affirms that it is capable to plan, manage, and complete the Project(s).
- d. Funds made available through the Oklahoma Opioid Abatement Revolving Fund shall be used to supplement, and not supplant, other federal, state, and local funds. The supplement, not supplant, requirement ensures that Grant funds are expended to benefit the intended population defined in the Application, rather than being used

to cover expenses that the GRAND would have paid out of other funds if Grant funds were not available.

- e. GRAND must not use staff, equipment, or other goods or services paid for with Grant funds for any work or activities not described in the Application without prior written approval from the CITY.

2. TERM OF AGREEMENT

- a. This Agreement is effective upon the date last signed by the parties (the “Effective Date”) and shall automatically expire twelve (12) months from the Effective Date unless mutually extended and ratified by the Parties in writing (the “Term”). Prior to expiration of the Term, the Parties may ratify the Agreement for a period not to exceed twelve (12) months.
- b. If the funds are not fully spent by the expiration or earlier termination of this Agreement, GRAND shall return all unencumbered funds to CITY, unless the CITY, in writing, grants an extension.

3. PERIOD OF PERFORMANCE

GRAND may only charge to the award allowable costs incurred during the period of performance, which is defined to commence on the Effective Date and conclude at 12:00 a.m. on June 30, 2025. Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as GRAND remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

4. ORDER OF PRIORITY

- a. Agreement documents shall be read to be consistent and complementary. Any conflict among the Agreement documents shall be resolved by giving priority to Agreement documents in the following order of precedence:
 - i. any Addendum.
 - ii. the terms contained in this Agreement Document.
 - iii. Award Notice
 - iv. any applicable Request for Proposal.
 - v. any successful grant application as may be amended through negotiation and to the extent the application does not otherwise conflict with the Solicitation or applicable law.
 - vi. any statement of work, work order, or other similar ordering document as applicable; and
 - vii. other mutually agreed Agreement documents.

- b. If there is a conflict between the terms contained in this Agreement document or in Agreement-specific terms and an agreement provided by or on behalf of GRAND including but not limited to linked or supplemental documents which alter or diminish the rights of the OAB, the conflicting terms provided by GRAND shall not take priority over this Agreement. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.
- c. Any Agreement document shall be legibly written in ink or typed. All Agreement transactions, and any Agreement document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

5. CITY PERFORMANCE

In exchange for services provided, and in accordance with the terms of the Grant Agreement, CITY will provide funding for the Projects up to the total amount detailed in the Statement of Work and Budget attached to this Agreement as Appendix "A."

6. GRAND PERFORMANCE

- a. GRAND agrees to perform those duties, obligations and representations contained in this Agreement and to be bound by the provisions of this Agreement, and all amendments thereto, which were submitted to CITY.
- b. In no event shall any subcontractor of GRAND incur any obligation on the part of CITY or beyond the terms of this Agreement.
- c. GRAND shall commence implementation of the project described this Agreement within sixty (60) days from the date of receipt of funds unless otherwise agreed to in writing by CITY.
- d. GRAND agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Opioid Grant Award or assessing compliance with the Grant requirements.
- e. Prior to being restored to good standing with the Board (i.e., removed from suspension), GRAND shall repay the Board for any expenditures for nonapproved purposes. Repayment shall be made within thirty (30) calendar days of the OAB sending written demand to GRAND.
- f. GRAND agrees to take appropriate measures to prevent any instance of abuse, neglect and violation of OAB and/or individual rights, including termination or other appropriate discipline against any employee or agent of GRAND found to have abused or neglected, mentally or physically, or otherwise violates the rights of any individual or permitted such violation.

- g. For services rendered with funds provided under this Agreement, GRAND shall not set income eligibility standards and shall not assess fees for assistance or services. Further, services shall be provided without regard to a person's ability to pay. No person otherwise eligible for services provided with funds provided under this Agreement shall be denied treatment or services for inability to pay, and said person must be notified, in a reasonable manner, of this provision. GRAND shall not charge a fee for emergency services provided to individuals eligible for services authorized with funds provided under this Agreement, or their dependent household members, nor will SNAP benefits be solicited from individuals in exchange for services. To the extent any housing or facility programming or services are authorized under this Agreement, such program and services shall provide room, food, bathing and laundry facilities. Furthermore, such programs shall provide and maintain basic food items available for daily breakfast, lunch, dinner, and snacks.
- h. GRAND has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.

7. ASSIGNMENT AND PERMITTED SUBGRANT

- a. GRAND's obligations under the Agreement may not be assigned or transferred to any other person or entity without the prior written consent of CITY. Any delegation or assignment of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding or contract by which the implementing organization agrees to comply with all applicable Grant terms, conditions and assurances. Any such delegation notwithstanding, GRAND acknowledges that it has ultimate responsibility for compliance with all terms, conditions, and assurance of the Grant.
- b. If GRAND is permitted to utilize a subcontractor in support of the Agreement, GRAND shall remain solely responsible for its obligations under the terms of the Agreement, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to any subcontractors being utilized by GRAND, GRAND shall obtain written approval of CITY of such subcontractors and each employee, as applicable to a particular Acquisition, of such subcontractors proposed for use by GRAND. Such approval is within the sole discretion of CITY. Any proposed subcontractors shall be identified by entity name, and by employee name, if required by the acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, GRAND shall provide a copy of a written agreement executed by GRAND and subcontractors setting forth that such subcontractors are bound by and agree, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as GRAND under the terms of all applicable Agreement Documents. GRAND agrees that maintaining such agreement with any subcontractors and obtaining prior written approval by CITY of any subcontractors and associated employees shall be

a continuing obligation. CITY further reserves the right to revoke approval of a subcontractors or an employee thereof in instances of poor performance, misconduct or for other similar reasons. Further, if an assignment or transfer is approved, GRAND shall be liable for any act or omission of the subcontractor, including any act or omission that constitutes a breach of this Agreement.

8. CERTIFICATIONS BY GRAND

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

9. NO-CONFLICT COVENANT

GRAND covenants that no officers or employees of GRAND have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this Agreement. GRAND further covenants that no employee of CITY received anything of value in connection to this Agreement. GRAND further understands and agrees that it must maintain a conflict of interest policy consistent with Oklahoma laws and regulations and that such policy is applicable to each activity funded under the Grant. GRAND and any subrecipients must disclose in writing to the OAB any potential conflict of interest affecting the grant or award of funds. Further, if GRAND has an obligation under the Agreement, any plan, preparation, or engagement in any such activity or interest shall not occur without prior written approval of CITY. Any conflict of interest shall, at the sole discretion of CITY, be grounds for partial or whole termination of the Agreement. In determining whether a conflict of interest exists, CITY will rely on Okla. Ethics R. 4.7.

10. NON-COLLUSION

- a. CITY and GRAND certify that neither has been a party to any collusion among applicants to the Opioid Grant Award, collusion with any municipal official or employee in the awarding of this grant, or in any discussions with any applicants or municipal officials concerning the exchange of anything of value for special consideration in awarding this grant.
- b. GRAND has not paid, given or donated or agreed to pay, give, loan or donate to any officer or employee of CITY any money or other thing of value, directly or indirectly, in the procuring of this Agreement.
- c. No person who has been involved in any manner in the development of this Agreement while employed by CITY will be employed to fulfill any of the services provided for under this Agreement.

11. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part because of this Agreement may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish, disclose, distribute and otherwise use any reports, data or other materials prepared under this Agreement.
- b. Any publication produced with funds from the Grant must display the following language: “This project is being supported, in whole or in part, by funding made available by the Oklahoma Opioid Abatement Board.”

12. PROCUREMENT

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

13. RECORDS, REPORTS, AND DOCUMENTATION

- a. Section 7 of the Act also requires that Board to maintain oversight over the expenditure of award proceeds. Therefore, all recipients of opioid grant proceeds are required to file quarterly reports with the Board by filing them with the Office of the Attorney General. Quarterly reports are due by the last day of the month immediately following the conclusion of a quarter, as provided in the table below. Quarters run by calendar year. Further, GRAND agrees to comply with any reporting obligations established by the Oklahoma Office of the Attorney General and Oklahoma Opioid Abatement Board as related to the Grant. Additional reporting obligations include, but are not limited to, representatives of GRAND making regular and special reports regarding the activities of GRAND, as related to the Grant, as CITY may deem needful and proper for the exercise of its duties and functions.

Quarter	Report due
First Quarter (January 1 – March 31)	April 30
Second Quarter (April 1 – June 30)	July 31
Third Quarter (July 1 – September 30)	October 31
Fourth Quarter (October 1 – December 31)	January 31

- b. The first report shall be due October 31, 2024. The report shall be consistent with the Board’s rules. The reporting period shall commence on the date of the receipt of funds. The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under subsection “i,” above;

- iii. The remaining balance of the funds provided under this Agreement;
- iv. An explanation of measurement and evaluation tools used to track progress and results;
- v. An explanation of any observed change in opioid rates or trends because of this project;
- vi. Programmatic performance measures; and
- vii. A brief narrative of the results, successes, and other observations from this reporting period.

The method for reporting to the OAB is subject to change during a grant cycle and may include the usage of an online software platform.

- c. As used in this Agreement and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- d. GRAND shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this grant for seven (7) years after final payment. GRAND shall make these records available to CITY upon request. All records must properly account for all project funds and activities associated with the grant.
- e. GRAND shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this Agreement for a period of seven (7) years from the ending date of this Agreement.
- f. Receipt acknowledges and agrees that it will comply with CITY, the State Auditor and Inspector, and their representatives relating to an audit of an Opioid Grant Award. Upon notice, which may be short, CITY, the State Auditor’s Office or their representatives, shall be entitled to access any books, records, and other documents and items pertaining to the project funds for purpose of audit and examination, at GRAND’s premises during normal business hours and GRAND agrees that it will cooperate with any such review, access or monitoring. In the event any audit, litigation, or other action involving records is started before the end of the seven (7) year period, GRAND agrees to retain these records for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.
- g. GRAND shall provide any status updates during the term of this Agreement to CITY upon request.
- h. GRAND hereby agrees to comply with all reporting and auditing requirements related to this grant, including funds and activities associated therewith, and

including requirements that stem from the source of the funds, regardless of whether derived from litigation.

- i. GRAND agrees to forward a copy to the OAB of the GRAND's audited financial statements for the fiscal year that covers the grant award. Such information shall be forward to the OAB within thirty (30) calendar days of GRAND's receipt of the information.

14. BACKGROUND CHECKS AND CRIMINAL HISTORY INVESTIGATIONS

- a. Prior to the commencement of any services, GRAND shall obtain a national criminal history background checks and criminal history investigations of GRAND's employees and subcontractors who will be providing services. In no instance shall a potential employee or subcontractor have access to facilities, data and information prior to completion of background verification acceptable to GRAND.

15. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- a. In addition to the laws, regulations and requirements set forth herein, GRAND agrees to comply with the requirements of Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant. GRAND also agrees to comply with all other applicable federal or state laws, regulations, executive orders, including but not limited to those relating to non-disclosure of confidential information, the provisions of this Agreement and any Addendum attached hereto, and GRAND shall provide for compliance by other parties in any agreements it enters with other parties relating to this award. In addition to any requirements imposed in this Agreement, including those in Section 10, to the extent GRAND has subcontracted, assigned or otherwise transferred any of its rights or obligations under this Agreement, GRAND shall require the party assuming the rights or obligations to comply with all applicable statutes, regulations, guidance, and ordinances.
- b. Non-Discrimination

By submitting their proposals, GRAND certifies to OAB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act and the Oklahoma Central Purchasing Act. GRAND shall not discriminate against any GRAND of goods, services, or disbursements made pursuant to the Agreement on the basis of GRAND's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Agreement with public bodies to account for the use of the funds. If GRAND is a faith-based organization and it segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

- c. GRAND will comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- d. GRAND will also comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- e. Immigration Reform and Control Act of 1986

By submitting their proposals, GRAND certifies that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

- f. Debarment Status

By submitting their proposals, GRAND certifies that they will not subcontract with organizations currently debarred by the State of Oklahoma or the U.S. Government from submitting proposals on Agreements for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred.

- g. GRAND shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.
- h. GRAND agrees to abide by all laws related to the use of any tobacco product, electronic cigarette or vaping device on all properties owned, leased, or agreed for use by the State of Oklahoma or CITY, including but not limited to all buildings, land and vehicles owned, leased, or agreed for use by agencies or instrumentalities of the State and CITY.
- i. Litigation and claims.

GRAND represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Recipient has been disclosed in writing to GRAND and Recipient is not aware of any other litigation, claim, or threat thereof.

16. REMEDIAL ACTIONS

In the event of recipient's noncompliance with this Agreement, the Grant, use of funds, applicable laws and regulations, or any term or condition, GRAND consents and agrees OAB may impose

additional conditions on the receipt of future award of funds, if any, or take other available remedies, including that previous payment(s) may be recouped.

17. FALSE STATEMENTS

GRAND understands that knowingly making a false statement or claims in connection with this Grant and as a part of any State investigation is a violation of law and may result in criminal or other sanctions, including fines, imprisonment, damages, and penalties.

18. INDEMNIFICATION

a. Acts or Omissions.

The Parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The CITY shall not be responsible for the acts and omissions to act of GRAND or any of GRAND's sub-agreement or vendors.

GRAND shall defend and indemnify the CITY, its officers, directors, agents, employees, representatives, GRANDs, assignees and designees thereof (the "Indemnified Parties"), as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of GRAND or its agents, employees, or subcontractors in the execution or performance of the Contract.

b. Limitations of Liability

With respect to any claim or cause of action arising under or related to the Contract, the CITY shall not be liable to GRAND for lost profits, lost revenue, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by GRAND or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of GRAND or its employees, agents, or subcontractors.

19. DISCLAIMER

The CITY expressly disclaims all responsibility or liability to GRAND or third persons for the actions or omissions of GRAND or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the Grant or any other losses resulting in any way from the performance of the Grant or any contract, or subcontract under the Grant.

20. MODIFICATION OR AMENDMENT

- a. This Agreement is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by the CITY or jointly by the Parties. Any change to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by GRAND, is a material breach of the Agreement. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Agreement modification, shall be void and without effect and GRAND shall not be entitled to any claim under the Agreement based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.
- b. Revisions to the Agreement must be approved in writing in advance by the CITY.
- c. A waiver by the CITY to any provision in this Agreement must be signed and in writing by the CITY.

21. CLOSING OUT OF AGREEMENT

- a. At the conclusion of the Period of Performance or termination, as applicable, GRAND shall promptly return to CITY any funds received under this Agreement that are not expended for the agreed purposes under this Agreement. At the conclusion of the Period of Performance or termination, as applicable, GRAND shall submit any closeout documents showing proof of completion of the terms of this Agreement to CITY.
- b. GRAND agrees to provide any additional information required by CITY after the expiration or termination of this Agreement, as applicable, for the purpose of showing completion and results of the project.

22. RELATIONSHIP OF THE PARTIES

In the performance of all services rendered under this Agreement, GRAND shall act solely as an independent contractor and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the Parties.

23. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this Agreement.
- b. This Agreement shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this Agreement shall be Washington County, Oklahoma.

24. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties. Provided, however, any termination of the Agreement does not dissolve any waiver of liability signed by GRAND to receive the Grant funds.
- b. The State may terminate the Agreement, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, GRAND will be provided at least thirty (30) days written notice. Any partial termination of the Agreement shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Agreement that remain in effect. Upon receipt of notice of such termination, GRAND shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice.
- c. This Agreement may be terminated or suspended by State in whole or in part, for cause, after notice and an opportunity for GRAND to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
 - i. GRAND fails to commence implementation of the terms of this Agreement within 60 days or as otherwise agreed in writing.
 - ii. GRAND fails to comply with the terms of this Agreement or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this Agreement.
 - iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. GRAND has submitted incorrect or incomplete documentation pertaining to this Agreement.
- d. In the event of termination or suspension, GRAND shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of

termination or suspension. Provided, termination of the Agreement shall not relieve GRAND of liability for claims arising under the Agreement.

25. SEVERABILITY

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

26. POINT OF CONTACT

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

Mike Bailey
CITY Manager
918-338-4282
mlbailey@CITYofbartlesville.org

Kevin Ickleberry
Chief of Police
918-338-4050
krickleb@CITYofbartlesville.org

Correspondence and contact to GRAND shall be made through the following contact person(s) listed below:

Amy Garrison
Chief Administrative Officer
918-418-7515
agarrison@GrandMH.com

27. COUNTERPARTS

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

28. ENTIRE AGREEMENT


This Agreement constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

Agreed to the 19th day of August, 2024.

For City of Bartlesville:

Jim Curd, Vice-Mayor, City of Bartlesville

For GRAND Mental Health:



Amy Garrison, Chief Administrative Officer

EXHIBIT A

POLITICAL SUBDIVISION OPIOID ABATEMENT GRANT AWARD

PROJECT IMPLEMENTATION PLAN

Using the table below, outline the individual activities associated with your proposed project. Your implementation plan will clearly define the objectives of your project narrative, identify the responsible person or partnership for each activity, detail the costs associated with each activity, establish timeframes, and specify expected results.

Name of Organization: City of Bartlesville, Bartlesville Police Department
 Contact Name: Beth A Gray Email: eagr@cityofbartlesville.org Phone #: 918.338.4001

Project Proposal Description:
Objective 1: (The direct, measurable result you wish to achieve) - To create a pathway from homelessness to treatment to housing for individuals who are experiencing homelessness, opioid addition and are at risk for unintentional overdose.

Activity How the project will be put into action to achieve the objective (you may enter more than one activity line per objective)	Timeframe Start and end dates for each specified activity	Responsible Staff or Partnership Organization Subdivision staff or partnership organization who will be implementing each activity	Financial Projection Amount or percentage of grant funding that will be used for each activity	Approved Purpose Choose the approved purpose for each activity from the drop down list	Proposed Measures How the success of the project will be assessed in reaching the objective and the number of people expected to be served by approved purpose
Hire 2 SUD co-responder (outreach team member) to implement the services.	8/31/2024	GRAND Mental Health James Warring	\$98,891.00	h. provide programs or services to connect individuals with opioid use, abuse or disorder, or who are at risk of developing opioid use disorder, co-occurring substance use disorder and mental health issues, with treatment and counseling programs and services,	1) Decrease opioid related homelessness in the City of Bartlesville by 25%; 2) Find appropriate treatment options for 90% of the individuals willing to receive treatment; 3) Make a minimum of 35 contacts per week with individuals that are living unhoused and using illicit substances; 4) Demonstrate an increase in community knowledge, skills, behaviors as measured by program effectiveness such as decreased police contact; 5) 100% of the \$120,000.00 budget is allocated to activities for an approved purpose.
Complete Therapeutic Options Training and additional onboarding	9/30/2024	GRAND Mental Health and Bartlesville Police Department	In-Kind from GRAND	s. fund training relative to any approved purpose,	
Develop and Implement tools and policies for required reporting	9/30/2024	GRAND Mental Health	\$1,001.00	b. develop, promote and provide evidence-based opioid use prevention strategies,	
Identify and place individuals in supported recovery housing	10/15/24 - 03/31/2025	GRAND Mental Health	\$20,108.00	g. support individuals in treatment and recovery from opioid use, abuse and disorder,	
			\$120,000.00		

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agenda language: Discuss and take possible action to approve the FY 2024 Opioid Abatement Grant Award Agreement and Notice of Award with the State of Oklahoma to provide funding to abate the effects of the opioid epidemic within the City of Bartlesville.

Attachments: FY 2024 Opioid Abatement Grant Award Agreement and Notice of Award

II. STAFF COMMENTS AND ANALYSIS

The attached agreement is in response to a grant application submitted by the Bartlesville Police Department on April 16, 2024 which proposed a partnership with GRAND Mental Health to further the existing Crisis Intervention Response Team (CIRT) and the Parks and Pathfinder Program. The grant will provide \$120,000 to be spent over a two-year period which will expand the existing Police CIRT teams that provide increased patrolling along Pathfinder Parkway by including outreach team members from GRAND. The program is intended to identify and engage with individuals experiencing homelessness and opioid addiction, or those at risk of opioid addiction, with the goal of getting them into treatment, recovery, and long-term housing solutions. Two GRAND team members, who are Certified Peer Recovery Support Specialists will work with the Police CIRT team to build a rapport with these individuals that will result in getting them into services. The program anticipates fifty (50) individuals across Bartlesville will benefit over the two-year grant term.

III. BUDGET IMPACT

There is no impact to the City's current budget. The funding will be provided to the City which will then be used to pay GRAND Mental Health for providing the services identified in the grant agreement and implementation plan. A separate agreement with GRAND is also required as part of this agreement and is also on the Council agenda for consideration. Additionally, as this grant was not anticipated at the time the FY 2025 budget was approved, a budget amendment is required to receive the funding from the State and then to disburse the funds to GRAND as set forth in the Agreement. A separate item is also on the agenda for this required budget amendment.

IV. RECOMMENDED ACTION

City staff recommends approval of the FY 2024 Opioid Abatement Grant Award Agreement and Notice of Award with the State of Oklahoma at the next City Council Meeting.



FY 2024 OPIOID ABATEMENT GRANT AWARD AGREEMENT

This agreement including any incorporated documents and appendices (“Agreement”), is made between the State of Oklahoma, by and through the Office of Attorney General (“OAG”) and the Oklahoma Opioid Abatement Board (collectively the “State” or “OAB”), and the City of Bartlesville (“Recipient”). The State agrees to provide a grant of funds (the “Grant”) to Recipient for the purpose of promoting and protecting the health of Oklahomans through abating the effects of the Opioid Epidemic in a comprehensive manner in accordance with the terms and conditions provided in this contract and pursuant to the provisions of the Political Subdivisions Opioid Abatement Grants Act (“Act”). Recipient agrees to carry out the opioid abatement project or projects (the “Project(s)”) approved by the State on June 4, 2024, in good faith and to abide by all terms and conditions of this Agreement.

1. AMOUNT AND PURPOSE OF FUNDS

The State is providing \$120,000.00 to Recipient in the form of the Grant for its use to fund the Project(s) to abate the effects of the Opioid Epidemic within the political subdivision.

2. AVAILABILITY AND USE OF FUNDS

- a. Funds are distributed to Recipient, who shall be responsible for the payment of all expenses incurred by Recipient and any subcontractor/partner in performing under this Agreement. Funding is made to available to Recipient only as authorized by the Act and the terms of this Agreement. Unless otherwise provided in this Agreement, funds shall not be expended for expenses incurred prior to, or after, the term of this Agreement. Recipient shall only use funds awarded for Project approved purposes, which are those specified in the Recipient’s application for Grant funds (the “Application”). The Application is fully incorporated into this Agreement. Additionally, in consideration of the Grant and prior to any award of funds, Recipient shall execute a release of legal claims in the form as that in Appendix “A” to this Agreement. Further, funds shall not be utilized or expended by Recipient until Recipient has memorialized and adopted the utilization or expenditure in a resolution or its equivalent government action. Recipient shall maintain Grant funds in a segregated account and shall not comingle the funds with any other of Recipient’s funds.

- b. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant.
- c. Recipient must have and maintain institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project(s). By signing this Grant contract, Recipient affirms that it is capable to plan, manage, and complete the Project(s).
- d. Funds made available through the Oklahoma Opioid Abatement Revolving Fund shall be used to supplement, and not supplant, other federal, state, and local funds. The supplement, not supplant, requirement ensures that Grant funds are expended to benefit the intended population defined in the Application, rather than being used to cover expenses that the Recipient would have paid out of other funds if Grant funds were not available.
- e. Recipient must not use staff, equipment, or other goods or services paid for with Grant funds for any work or activities not described in the Application without prior written approval from the State.
- f. Unless otherwise specified in the Application, Recipient is not required to provide matching funds.

3. TERM OF AGREEMENT

- a. This Agreement is effective upon the date last signed by the parties (the “Effective Date”) and shall automatically expire June 30, 2026, unless mutually extended and ratified by the Parties in writing (the “Term”). Prior to expiration of the Term, the Parties may ratify the Agreement for a period not to exceed one year.
- b. If the funds are not fully spent by the expiration or earlier termination of this Agreement, Recipient shall return all unencumbered funds to State, unless the State, in writing, grants an extension.

4. PERIOD OF PERFORMANCE

Recipients may only charge to the award allowable costs incurred during the period of performance, which is defined to commence on the Effective Date and conclude at 12:00 a.m. on June 30, 2026, or the date listed on the Notice of Award. Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

5. ORDER OF PRIORITY

- a. Agreement documents shall be read to be consistent and complementary. Any conflict among the Agreement documents shall be resolved by giving priority to Agreement documents in the following order of precedence:
 - i. any Addendum.
 - ii. the terms contained in this Agreement Document.
 - iii. the Notice of Award
 - iv. any applicable Request for Proposal.
 - v. any successful grant application as may be amended through negotiation and to the extent the application does not otherwise conflict with the Solicitation or applicable law.
 - vi. any statement of work, work order, or other similar ordering document as applicable; and
 - vii. other mutually agreed Agreement documents.
- b. If there is a conflict between the terms contained in this Agreement document or in Agreement-specific terms and an agreement provided by or on behalf of Recipient including but not limited to linked or supplemental documents which alter or diminish the rights of the OAB, the conflicting terms provided by Recipient shall not take priority over this Agreement. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.
- c. Any Agreement document shall be legibly written in ink or typed. All Agreement transactions, and any Agreement document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

6. STATE PERFORMANCE

In accordance with the terms of this Agreement, the State will provide funding for the Project up to the total amount detailed in Appendix “B” (Project budget). Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

7. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this Agreement and to be bound by the provisions of this Agreement, and all amendments thereto, which were submitted to the State.
- b. In no event shall any subcontractor of the Recipient incur any obligation on the part of State or beyond the terms of this Agreement.

- c. Recipient shall commence implementation of the project described this Agreement within sixty (60) days from the date of receipt of funds unless otherwise agreed to in writing by State.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Opioid Grant Award or assessing compliance with the Grant requirements.
- e. Prior to being restored to good standing with the Board (i.e., removed from suspension), Recipient shall repay the Board for any expenditures for nonapproved purposes. Repayment shall be made within thirty (30) calendar days of the OAG sending written demand to Recipient.
- f. Recipient agrees to take appropriate measures to prevent any instance of abuse, neglect, and violation of OAB and/or individual rights, including termination or other appropriate discipline against any employee or agent of Recipient found to have abused or neglected, mentally or physically, or otherwise violates the rights of any individual or permitted such violation.
- g. For services rendered with funds provided under this Agreement, Recipient shall not set income eligibility standards and shall not assess fees for assistance or services. Further, services shall be provided without regard to a person's ability to pay. No person otherwise eligible for services provided with funds provided under this Agreement shall be denied treatment or services for inability to pay, and said person must be notified, in a reasonable manner, of this provision. Recipient shall not charge a fee for emergency services provided to individuals eligible for services authorized with funds provided under this Agreement, or their dependent household members, nor will SNAP benefits be solicited from individuals in exchange for services. To the extent any housing or facility programming or services are authorized under this Agreement, such program and services shall provide room, food, bathing and laundry facilities. Furthermore, such programs shall provide and maintain basic food items available for daily breakfast, lunch, dinner, and snacks.
- h. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.

8. ASSIGNMENT AND PERMITTED SUBCONTRACTOR

- a. Recipient's obligations under the Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the State. Any delegation or assignment of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding or contract by which the implementing organization agrees to comply with all applicable Grant terms, conditions, and assurances. Any such delegation

notwithstanding, the Recipient acknowledges that it has ultimate responsibility for compliance with all terms, conditions, and assurance of the Grant.

- b. If the Recipient is permitted to utilize a subcontractor in support of the Agreement, the Recipient shall remain solely responsible for its obligations under the terms of the Agreement, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to any subcontractors being utilized by the Recipient, the Recipient shall obtain written approval of the State of such subcontractors and each employee proposed for use by the Recipient. Such approval is within the sole discretion of the State. Any proposed subcontractors shall be identified by entity name, and by employee name, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Recipient shall provide a copy of a written agreement executed by the Recipient and subcontractors setting forth that such subcontractors are bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Recipient under the terms of all applicable Agreement Documents. Recipient agrees that maintaining such agreement with any subcontractors and obtaining prior written approval by the State of any subcontractors and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractors or an employee thereof in instances of poor performance, misconduct or for other similar reasons. Further, if an assignment or transfer is approved, the Recipient shall be liable for any act or omission of the subcontractor, including any act or omission that constitutes a breach of this Agreement.

9. NO-CONFLICT COVENANT

Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this Agreement. Recipient further covenants that no employee of State received anything of value in connection to this Agreement. Recipient further understands and agrees that it must maintain a conflict-of-interest policy consistent with Oklahoma laws and regulations and that such policy is applicable to each activity funded under the Grant. Recipients must disclose in writing to the OAB any potential conflict of interest affecting the grant or award of funds. Further, if the Recipient has an obligation under the Agreement, any plan, preparation, or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Agreement. In determining whether a conflict of interest exists, the State will rely on Okla. Ethics R. 4.7.

10. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part because of this Agreement may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish,

disclose, distribute and otherwise use any reports, data or other materials prepared under this Agreement.

- b. Any publication produced with funds from the Grant must display the following language: “This project [is being] [was] supported, in whole or in part, by funding made available by the Oklahoma Opioid Abatement Board.”

11. PROCUREMENT

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

12. RECORDS, REPORTS, AND DOCUMENTATION

- a. Section 7 of the Act also requires that Board to maintain oversight over the expenditure of award proceeds. Therefore, all recipients of opioid grant proceeds are required to file quarterly reports with the Board by filing them with the Office of the Attorney General. Quarterly reports are due by the last day of the month immediately following the conclusion of a quarter, as provided in the table below. Quarters run by calendar year. Further, Recipient agrees to comply with any reporting obligations established by the State as related to the Grant. Additional reporting obligations include, but are not limited to, representatives of the Recipient making regular and special reports regarding the activities of the Recipient, as related to the Grant, as the State may deem needful and proper for the exercise of its duties and functions.

Quarter	Report due
First Quarter (January 1 – March 31)	April 30
Second Quarter (April 1 – June 30)	July 31
Third Quarter (July 1 – September 30)	October 31
Fourth Quarter (October 1 – December 31)	January 31

- b. The first report shall be due October 31, 2024. The report shall be consistent with the Board’s rules. The reporting period shall commence on the date of the receipt of funds. The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under subsection “i,” above;
 - iii. The remaining balance of the funds provided under this Agreement;
 - iv. An explanation of measurement and evaluation tools used to track progress and results;

- v. An explanation of any observed change in opioid rates or trends because of this project;
- vi. Programmatic performance measures; and
- vii. A brief narrative of the results, successes, and other observations from this reporting period.

The method for reporting to the OAB is subject to change during a grant cycle and may include the usage of an online software platform.

- c. As used in this Agreement and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- d. The Recipient shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this grant for seven (7) years after final payment. Recipient shall make these records available to State upon request. All records must properly account for all project funds and activities associated with the grant.
- e. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this Agreement for a period of seven (7) years from the ending date of this Agreement.
- f. Receipt acknowledges and agrees that it will comply with State, the State Auditor and Inspector, and their representatives relating to an audit of an Opioid Grant Award. Upon notice, which may be short, the State, the State Auditor’s Office or their representatives, shall be entitled to access any books, records, and other documents and items pertaining to the project funds for purpose of audit and examination, at Recipient’s premises during normal business hours and Recipient agrees that it will cooperate with any such review, access or monitoring. In the event any audit, litigation, or other action involving records is started before the end of the seven (7) year period, the Recipient agrees to retain these records for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.
- g. Recipient shall provide any status updates during the term of this Agreement to State upon request.
- h. The recipient hereby agrees to comply with all reporting and auditing requirements related to this grant, including funds and activities associated therewith, and including requirements that stem from the source of the funds, regardless of whether derived from litigation.

- i. The recipient agrees to forward a copy to the OAB of the recipient's audited financial statements for the fiscal year that covers the grant award. Such information shall be forward to the OAB within thirty (30) calendar days of recipient's receipt of the information.

13. BACKGROUND CHECKS AND CRIMINAL HISTORY INVESTIGATIONS

- a. Prior to the commencement of any services, Recipient shall obtain a national criminal history background checks and criminal history investigations of the Recipient's employees and subcontractors who will be providing services. In no instance shall a potential employee or subcontractor have access to facilities, data and information prior to completion of background verification acceptable to the Recipient.

14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- a. In addition to the laws, regulations and requirements set forth herein, Recipient agrees to comply with the requirements of Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant. Recipient also agrees to comply with all other applicable federal or state laws, regulations, executive orders, including but not limited to those relating to non-disclosure of confidential information, the provisions of this Agreement and any Addendum attached hereto, and Recipient shall provide for compliance by other parties in any agreements it enters with other parties relating to this award. In addition to any requirements imposed in this Agreement, including those in Section 10, to the extent Recipient has subcontracted, assigned or otherwise transferred any of its rights or obligations under this Agreement, Recipient shall require the party assuming the rights or obligations to comply with all applicable statutes, regulations, guidance, and ordinances.
- b. Non-Discrimination

By submitting their proposals, Recipient certifies to OAB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act and the Oklahoma Central Purchasing Act. Recipient shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Agreement with public bodies to account for the use of the funds. If that Recipient is a faith-based organization and it segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

- c. Recipient will comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- d. Recipient will also comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- e. E-Verify

In compliance with 25 O.S. § 1313, registration and use of federal employment eligibility verification program is required as set forth below:

- i. For purposes of this section, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) and includes the free Employee Verification Program available at www.dhs.gov/e-verify.
 - ii. Any employer with more than an average of 50 employees for the previous 12 months entering into an agreement in excess of \$50,000 with any agency of the State to perform work or provide services pursuant to such Agreement shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Agreement.
 - iii. Any such employer who fails to comply with the provisions of subsection ii shall be debarred from agreeing with any agency of the State for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program.
- f. Non-Collusion

By submitting their proposals, recipients certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other recipient, Recipient, manufacturer or sub-agreement or in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this proposal any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

g. Immigration Reform and Control Act of 1986

By submitting their proposals, recipients certify that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

h. Debarment Status

By submitting their proposals, recipients certify that they will not subcontract with organizations currently debarred by the State of Oklahoma or the U.S. Government from submitting proposals on Agreements for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred.

i. Recipient shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.

j. Recipient agrees to abide by all laws related to the use of any tobacco product, electronic cigarette or vaping device on all properties owned, leased, or agreed for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or agreed for use by agencies or instrumentalities of the State.

k. Additional certifications by Recipient

i. Certification Required by 74 O.S. § 582. By executing this Contract, the Recipient certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Contract.

ii. Certification Required by 74 O.S. § 12005. By executing this Contract, Recipient certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.

iii. Certification Required by 74 O.S. § 85.42(B). The parties to this Contract certify that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Contract.

l. Litigation and claims.

Recipient represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Recipient has been disclosed in writing to the State and Recipient is not aware of any other litigation, claim, or threat thereof.

15. REMEDIAL ACTIONS

In the event of recipient's noncompliance with this Agreement, the Grant, use of funds, applicable laws and regulations, or any term or condition, Recipient consents and agrees OAB may impose additional conditions on the receipt of future award of funds, if any, or take other available remedies, including that previous payment(s) may be recouped.

16. FALSE STATEMENTS

Recipient understands that knowingly making a false statement or claims in connection with this Grant and as a part of any State investigation is a violation of law and may result in criminal or other sanctions, including fines, imprisonment, damages, and penalties.

17. INDEMNIFICATION

a. Acts or Omissions.

The Parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The State shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's sub-agreement or vendors.

Recipient shall defend and indemnify the State, its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof (the "Indemnified Parties"), as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Recipient or its agents, employees, or subcontractors in the execution or performance of the Contract.

b. Limitations of Liability

With respect to any claim or cause of action arising under or related to the Contract, the State shall not be liable to Recipient for lost profits, lost revenue, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Recipient or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Recipient or its employees, agents, or subcontractors.

18. DISCLAIMER

The State expressly disclaims all responsibility or liability to Recipient or third persons for the actions or omissions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the Grant or any other losses resulting in any way from the performance of the Grant or any contract, or subcontract under the Grant.

19. MODIFICATION OR AMENDMENT

- a. This Agreement is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by the State or jointly by the Parties. Any change to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Recipient, is a material breach of the Agreement. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Agreement modification, shall be void and without effect and the Recipient shall not be entitled to any claim under the Agreement based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.
- b. Revisions to the Agreement must be approved in writing in advance by the State.
- c. A waiver by the State to any provision in this Agreement must be signed and in writing by the State.

20. CLOSING OUT OF AGREEMENT

- a. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall promptly return to State any funds received under this Agreement that are not expended for the agreed purposes under this Agreement. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall submit any closeout documents showing proof of completion of the terms of this Agreement to State.
- b. Recipient agrees to provide any additional information required by State after the expiration or termination of this Agreement, as applicable, for the purpose of showing completion and results of the project.

21. RELATIONSHIP OF THE PARTIES

In the performance of all services rendered under this Agreement, the Recipient shall act solely as an independent contractor and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the Parties.

22. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this Agreement.
- b. This Agreement shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this Agreement shall be Oklahoma County, Oklahoma.

23. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties. Provided, however, any termination of the Agreement does not dissolve any waiver of liability signed by Recipient to receive the Grant funds.
- b. The State may terminate the Agreement, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Recipient will be provided at least thirty (30) days written notice. Any partial termination of the Agreement shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Agreement that remain in effect. Upon receipt of notice of such termination, Recipient shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice.
- c. This Agreement may be terminated or suspended by State in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
 - i. Recipient fails to commence implementation of the terms of this Agreement within 60 days or as otherwise agreed in writing.
 - ii. Recipient fails to comply with the terms of this Agreement or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this Agreement.

- iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this Agreement.
- d. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension. Provided, termination of the Agreement shall not relieve the Recipient of liability for claims arising under the Agreement.

24. SEVERABILITY

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

25. POINT OF CONTACT

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

Primary Contact Name: Kristi Ice
Title: Deputy General Counsel
Phone Number: (405) 522-1214
Email: Kristi.ice@oag.ok.gov

Secondary Contact Name: Jill Nichols
Title: Opioid Response and Grants Coordinator
Phone Number: (405) 522-3314
Email: jill.nichols@oag.ok.gov

26. COUNTERPARTS

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

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

Agreed to the 19th day of August, 2024.

X _____
Jim Curd, Vice-Mayor, City of Bartlesville

X _____
First Assistant Attorney General, Oklahoma Office of Attorney General

APPENDIX A – Notice of Award



Oklahoma Office of the Attorney General

Opioid Abatement Board
313 N. E. 21st Street
Oklahoma City, OK 73105

Notice of Grant Award

Recipient Information

Subdivision Name and Address
Bartlesville, City of

Subdivision Type
Municipality

Primary Contact
eagray@cityofbartlesville.org

Secondary Contact

Awarding Agency Contact
E. Jill Nichols
Opioid Abatement and Grants Coordinator
Office of the Attorney General
jill.nichols@oag.ok.gov
(405) 522-3314

Conditional Award Information for Grantee

Grant Award Number
OAB-24-004

Statutory Authority
Political Subdivisions Opioid Abatement Grant Act, 74 O.S. §§ 30.3-30.8

Award Action Type
New - Conditional

Date Approved and Awarded by Opioid Abatement Board
06/04/2024

Summary of Award – Financial Information

Total Amount of Funds Awarded \$120,000
Total Funds Leveraged

Budget Period Start Date 07/01/2024 Budget Period End Date 06/30/2026
Project Period Start Date 07/01/2024 Project Period End Date 06/30/2026

Award Acceptance Terms and Conditions

By signing and accepting this Notice of Award, Grantee agrees to comply with the requirements listed below:

- Grantees shall not supplant existing funds or otherwise fund programs or services which are an existing governmental service requirement.
- Grantees shall partner with ODMHSAS contracted, ODMHSAS certified entities, or similar accrediting body in good standing for the delivery of approved behavioral health services.
- Personnel costs, time and effort as approved in the budget may only be used on approved opioid abatement activities.
- Grantees requesting use of funds for the purchase of naloxone medication should first contact the State Department of Health and the State Department of Mental Health and Substance Abuse Services to request if any no-cost supplies are available for their project before utilizing grant funds.
- Organizations providing services under this agreement must support the use of evidence-informed substance use prevention, treatment, and recovery services. This includes, but is not limited to, the use of medications for the treatment of opioid use disorder and the administration of naloxone for emergency treatment of opioid involved toxicity. (for example, sober living organizations partnered with political subdivision(s) on the grant must not exclude residents prescribed medication for substance use disorder.)
- Grantees should implement approved evidence-based programs and practices with fidelity as designed/tested by the developer. Grantees should not modify or adapt program/practice unless approved by the program developer.
- Grantees implementing approved communications campaigns or education/awareness events are advised to utilize positive messaging, healthy behaviors, skills, and actions while avoiding fear arousal, exaggerated norms, or information-only tactics. Messages should be research-informed and sourced from credible organizations such as those included in the [Healthy Minds guidance document](#).
- Mileage awards shall be based on the IRS standard mileage rates approved for 2024.
- Grant term shall not exceed two years. Funds not expended by the term end date as defined in Grant Award Agreement shall be returned to the State.

Signature of Authorized Representative Jim Curd, Vice-Mayor

Date



Oklahoma Office of the Attorney General

Opioid Abatement Board
313 N. E. 21st Street
Oklahoma City, OK 73105

**Notice of Grant Award
Conditional Award Instructions**

Conditional Award Instructions for Grantee

- Personnel costs must be tied to abatement strategies. Please provide details in the implementation plan.
- Provide records of personnel time spent on projects related to abatement purposes.

APPENDIX B –Budget

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

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

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

POLITICAL SUBDIVISION OPIOID ABATEMENT GRANT AWARD

PROJECT IMPLEMENTATION PLAN

Using the table below, outline the individual activities associated with your proposed project. Your implementation plan will clearly define the objectives of your project narrative, identify the responsible person or partnership for each activity, detail the costs associated with each activity, establish timeframes, and specify expected results.

Name of Organization:	City of Bartlesville, Bartlesville Police Department		
Contact Name: Beth A Gray	Email: eagr@cityofbartlesville.org	Phone #: 918.338.4001	

Project Proposal Description:
Objective 1: (The direct, measurable result you wish to achieve) - To create a pathway from homelessness to treatment to housing for individuals who are experiencing homelessness, opioid addition and are at risk for unintentional overdose.

Activity	Timeframe	Responsible Staff or Partnership Organization	Financial Projection	Approved Purpose	Proposed Measures
How the project will be put into action to achieve the objective (you may enter more than one activity line per objective)	Start and end dates for each specified activity	Subdivision staff or partnership organization who will be implementing each activity	Amount or percentage of grant funding that will be used for each activity	Choose the approved purpose for each activity from the drop down list	How the success of the project will be assessed in reaching the objective and the number of people expected to be served by approved purpose
Hire 2 SUD co-responder (outreach team member) to implement the services.	8/31/2024	GRAND Mental Health James Warring	\$98,891.00	h. provide programs or services to connect individuals with opioid use, abuse or disorder, or who are at risk of developing opioid use disorder, co-occurring substance use disorder and mental health issues, with treatment and counseling programs and services,	1) Decrease opioid related homelessness in the City of Bartlesville by 25%; 2) Find appropriate treatment options for 90% of the individuals willing to receive treatment; 3) Make a minimum of 35 contacts per week with individuals that are living unhoused and using illicit substances; 4) Demonstrate an increase in community knowledge, skills, behaviors as measured by program effectiveness such as decreased police contact; 5) 100% of the \$120,000.00 budget is allocated to activities for an approved purpose.
Complete Therapeutic Options Training and additional onboarding	9/30/2024	GRAND Mental Health and Bartlesville Police Department	In-Kind from GRAND	s. fund training relative to any approved purpose,	
Develop and Implement tools and policies for required reporting	9/30/2024	GRAND Mental Health	\$1,001.00	b. develop, promote and provide evidence-based opioid use prevention strategies,	
Identify and place individuals in supported recovery housing	10/15/24 - 03/31/2025	GRAND Mental Health	\$20,108.00	g. support individuals in treatment and recovery from opioid use, abuse and disorder,	
			\$120,000.00		

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2024-2025, appropriating unanticipated grant revenue in the Restricted Revenues Fund of the Police Department for the FY2024 Opioid Abatement Grant Award Agreement.

Attachments: Resolution

II. STAFF COMMENTS AND ANALYSIS

In order to accept \$120,000 in grant funding from the State of Oklahoma as per the FY2024 Opioid Abatement Grant Award Agreement and then to disburse such funding to GRAND Mental Health as per the Contract for Services, both to be considered by the City Council at its Special Meeting of August 19, 2024, a budget amendment must be approved. The attached resolution authorizes a budget amendment to the Restricted Revenues Fund (243) of the Police Department (170).

III. BUDGET IMPACT

There is no impact to the current budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the budget resolution as presented.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2024-2025, APPROPRIATING UNANTICIPATED GRANT REVENUE IN THE RESTRICTED REVENUES FUND OF THE POLICE DEPARTMENT FOR THE FY2024 OPIOID ABATEMENT GRANT AWARD AGREEMENT.

WHEREAS, the City of Bartlesville has received unbudgeted grant funding in the amount of \$120,000; and

WHEREAS, the City of Bartlesville needs to appropriate \$120,000 of these revenues prior to their expenditure;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA that:

The Restricted Revenue Fund (243) of the Police Department (270) shall be increased as follows:

Other Services (52510)	\$ 120,000
------------------------	------------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 19th DAY OF August, 2024.

Jim Curd, Vice-Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agenda language: Discuss and take possible action to approve the Disaster Assistance Agreement for Emergency and Major Disasters between the State of Oklahoma and the City of Bartlesville related to the severe storms, straight line winds, tornados, and flooding incident period of April 25 through May 9, 2024.

Attachments: DR4776 State-Local Disaster Assistance Agreement between the State of Oklahoma and the City of Bartlesville

II. STAFF COMMENTS AND ANALYSIS

The attached agreement provides assistance funds in the form of a reimbursement to the City of Bartlesville for labor, equipment, and other related cost that the City incurred for debris removal, emergency protective measures, and permanent work that was required in response to the April 7, 2024 tornado. The Police, Fire, and Public Works Departments are currently completing the damage inventories which will detail the actual costs of eligible expenditures incurred by the City. This agreement will provide a 75% reimbursement of those eligible expenditures.

III. BUDGET IMPACT

The impact to the budget will be the reimbursement of 75% of already expended funds.

IV. RECOMMENDED ACTION

City staff recommends approval of the Disaster Assistance Agreement for Emergency and Major Disasters between the State of Oklahoma and the City of Bartlesville at the next City Council Meeting.

DR 4776
State – Local Agreement



**Disaster Assistance Agreement for Emergency
and Major Disasters**

Between

STATE OF OKLAHOMA

And

Bartlesville, City Of

Sub-recipient

Entered into this 31 day of Jul, 2024

This agreement is between the State of Oklahoma, executed by the Governor's Authorized Representative (GAR) or State Coordinating Officer (SCO) for the Oklahoma Department of Emergency Management (OEM) and Bartlesville, City Of ("Sub-recipient").

This agreement shall apply to all assistance funds provided through or by the State of Oklahoma to the Applicant based on damages resulting from 4776 - Severe storms, straight line winds, tornadoes and flooding, incident period Apr 25, 2024 - May 9, 2024, pursuant to the Disaster Declaration signed by the President of the United States, dated Apr 30, 2024

EXECUTION OF THE AGREEMENT

SIGNATURE AUTHORITY

Once your Request for Public Assistance (RPA) has been approved, it is now necessary for you, as the Sub-recipient, to enter into the attached Agreement with the Oklahoma Department of Emergency Management (OEM). Hereafter referred to as the Recipient. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Sub-grantee/Sub-recipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for, and on behalf of, the Sub-recipient must be attached to the Agreement for review by OEM).

- a. **Corporation:** the Chair of the Board of Directors or President;
- b. **City:** the Mayor, City Manager, or Town Administrator
- c. **County:** the Chair of the County Commissioners
- d. **School Board:** the Superintendent
- e. **Fire District:** the District Chief
- f. **Special Districts:** the Executive Director
- g. **Institution of Higher Education:** the President of the institution
- h. **Charter School:** the Chair of the Board of Directors
- i. **County Sheriff's Office:** the Sheriff
- j. **State Agencies:** the Director or Deputy Director of the agency
- k. **All other Sub-grantee / Sub-recipients:** the Chief Executive Officer of the entity

Copies of this Agreement may be obtained by anyone authorized to access OK.EMGrants.com.

The Applicant certifies and acknowledges:

1. The State of Oklahoma has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant must use disaster assistance funds solely for the purposes as stated in the approved project worksheets (PW) and the agreed upon scope of work approved by the Federal Emergency Management Agency (FEMA) and the State.
3. The Applicant is aware of, and shall be responsible for, the cost-sharing requirements of federal and state disaster assistance as stipulated in the President's Emergency Disaster Declaration. Specifically, the federal share of assistance in most instances is limited to 75% of eligible expenditures. The Applicant shall provide the non-federal share of eligible costs.
4. 4776 - Severe storms, straight line winds, tornadoes and flooding may include, as declared by the President, the Public Assistance Programs for Emergency Work Categories A) Debris Removal and B) Emergency Protective Measures, in addition, Permanent Work Categories may include C) Roads/Bridges D) Water Control Facilities E) Buildings and Equipment F) Utilities G) Parks, Recreational, and other facilities. Additional designations may include, but are not limited to: Direct Federal Assistance, Hazard Mitigation, and Individual Assistance and its various programs.
5. The Applicant is aware that limited funding may be made available for mitigation of future disaster damages which requires cost-sharing on the basis of 75% federal and 25% non-federal contribution and that the Applicant will be required to provide the full non-federal contribution for such mitigation activities. This percentage may change upon presidential approval.
6. The Applicant must establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in 2 CFR part 200.
7. The Applicant is aware all disaster assistance funding will be provided on a reimbursement basis only and must follow the reimbursement processes established by OEM/FEMA grant guidelines.
8. The Applicant shall accurately document the events and expenses incurred in the disaster response and recovery. All documentation pertaining to a project shall be filed together with the corresponding PW and maintained by the Applicant as the

permanent record of the project in accordance with all documentation retention requirements. This process must include all backup and corresponding documentation attached to the PW in each file. The applicant must provide a copy of the documentation to the State within OK.EMGrants.com for review reconciliation, and archiving. The applicant may choose to upload a copy of all permanent records to OK.EMGrants.com, but at a minimum those needed for review and reconciliation are required.

9. The Applicant's records and supporting documentation relating to claims shall be kept for seven (7) years after the completion and final closeout of this disaster and shall be available for inspection and audit at all reasonable times by the Oklahoma Department of Emergency Management, Oklahoma Office of the State Auditor and Inspector (SAI) and the US Department of Homeland Security Office of Inspector General (OIG).
10. The Applicant shall give the appropriate State agencies, as designated by OEM, access to and the right to examine all records, documents, and papers relating to any activity undertaken for funding under this agreement.
11. The Applicant shall provide OEM with quarterly project status reports on all large projects. Also, if the Applicant expends \$750,000 or more in total Federal assistance (all programs) in a single year, the Applicant shall accomplish a "single audit" and submit a copy of that audit to OEM in accordance with Office of Management and Budget Super Circular. This may be provided to OEM by email at Single.Audit@oem.ok.gov or by uploading into OK.EMGrants.com.
12. The Applicant shall comply with the U.S. Environmental Protection Agency regulations contained in Title 40 of the Code of Federal Regulations.
13. The Applicant shall comply with all applicable provisions of State laws and regulations in regard to procurement of goods and services regarding contracts for repair or restoration of public facilities which conform to federal law and the standards identified in 2 CFR §§ 200.317-200.326.
14. The Applicant affirms they have not received duplicate benefits from another source for projects related to this disaster. If the Applicant receives duplicate benefits from another source for projects related to this disaster, the Applicant agrees to refund the benefits provided by the State upon request.

15. The Applicant shall comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.
16. The Applicant shall not enter into any cost plus percentage of costs or contingency contract for completion of disaster restoration or repair work.
17. The Applicant shall not enter into contracts, grants, loans or cooperative agreements for which payment is contingent upon receipt of state or federal funds.
18. The Applicant must not enter into any contract with any party that has been prohibited from participating in Federal or State assistance programs. Entities will be verified through SAM.GOV.
19. As a condition for receipt of State or Federal funds, the Applicant certifies that it has the legal responsibility for the disaster repair and/or restoration of all facilities for which it is applying for disaster assistance.
20. The Applicant certifies that it has all necessary lands, easements, rights-of-way and accesses necessary to complete the Public Assistance projects for which it has and/or will apply. The Applicant agrees and understands that neither the State nor FEMA will be responsible for obtaining any land, easement, right-of-way and/or access necessary to perform work on an approved project.
21. The Applicant agrees to indemnify and hold the State and FEMA harmless from any damages arising out of the projects funded under this agreement.
22. The Applicant understands and will abide by the following work completion deadlines:
 - a. Emergency Work (Category A & B) – Six months from the date of declaration.
 - b. Permanent Work (Category C – G) – Eighteen months from the date of declaration. ***Extensions will only be granted solely for conditions or causes which are beyond the Applicant's control. Time extensions cannot be granted for administrative delays such as paperwork.***
23. All required documentation in support of the large project costs for closeout will be **submitted within 60 days** following completion of physical work on the project.
24. Time Extensions will be granted solely for conditions beyond the Applicant's control, which result in an inability to complete approved projects within the

approved timeline. All extensions will be subject to approval of the OEM Public Assistance Officer or OEM Recovery Programs Director or their designee and must be requested by the applicant through OK.EMGrants.com.

25. The Applicant will, upon completion of all small projects, submit a request for small project validation through OK.EMGrants.com. At the conclusion of each large project the applicant will request a large project closeout, also utilizing OK.EMGrants.com.
26. Per Oklahoma §62 Section 34.64.H, payments disbursed from the State Treasury shall be conveyed solely through an electronic payment mechanism. The Applicant will verify Electronic Transfer of Funds is in place. To do so please email FinanceGroup@oem.ok.gov.
27. By signing this agreement, the Applicant further acknowledges that the effective date of this agreement shall be as of the date of the Federal Declaration of Disaster dated Apr 30, 2024.

I hereby appoint:

Micah Siemers, City Engineer

And/or

Kary Cox, Washington County Emergency Management Director

To act on behalf of my jurisdiction regarding this disaster.

I acknowledge by my signature, I am aware should any part of this agreement not be in compliance with all regulations, funding for this and possibly future disasters, will be jeopardized.

Signed: _____
JIM CURD, VICE-MAYOR

Printed Name: Jim Curd, Vice-Mayor Phone Number: 918-338-4282

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

Signed or attested before me on _____ (date),

NOTARY PUBLIC

Notary Public Signature: _____

Printed Name: _____

My Commission Expires: _____

*** STATE USE ONLY APPROVED on this _____ Day of**

_____, 20____. Signed:

State Coordinating Officer or their designee