



MIDWEST CITY
MEETING AGENDAS FOR
December 11, 2018

STAFF BRIEFING

City Hall - Midwest City Council Conference Room, second floor
100 N. Midwest Boulevard

December 11, 2018 – 6:00 PM

To make a special assistance request for any meeting, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting.

If special assistance is needed during a meeting, call 739-1388.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, Memorial Hospital Authority and Special Utilities Authority meetings for December 11, 2018.



CITY OF MIDWEST CITY COUNCIL AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

December 11, 2018 – 7:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by Vaughn Sullivan
 - Pledge of Allegiance by Carl Albert JROTC Cadets Martha Daniels and Karis Foster
 - Community-related announcements and comments
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 27, 2018, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2018-2019, increase: Grants Fund, revenue/Intergovernmental (90) \$240,000; expenses/Hospital Authority (90) \$240,000. (Finance - C. Barron)
 3. Discussion and consideration of 1) passing and approving a resolution of support for the nomination of Mayor Matthew D. Dukes II for election to the District 8 seat on the Board of Directors of the Oklahoma Municipal League; and 2) declaring such nomination to be for the benefit of the City of Midwest City and other municipalities within the district; and declaring the mission of the Oklahoma Municipal League to be for the public purpose. (City Manager - G. Henson)
 4. Discussion and consideration of 1) approval of and entering into a project agreement with the State of Oklahoma, by and through the Oklahoma Tourism and Recreation Department to receive \$240,000 in grant funds for the design and construction of Phase II of the SCIP Recreational Trail and agreeing to provide \$75,000 in local matching funds; 2) authorization of the Mayor, City Manager, and/or his designee to enter into the necessary contracts and documents to implement all aspects of the grant. (Grant Management - T. Craft)
 5. Discussion and consideration of 1) approval of and entering into the Oklahoma Housing Finance Agency (OHFA) Home Investment Partnerships Program (HOME) grant contract to receive \$194,995 for down payment and closing cost assistance in Midwest City and agreeing to provide \$50,000 in banked matching funds; 2) authorization of the Mayor and City Manager to enter into the necessary contracts and certifications to implement all aspects of the grant. (Grants Management - T. Craft)
 6. (PC – 1953) Discussion and consideration of 1) amending Resolution Number 2018-18 pertaining to amending the Comprehensive Plan from MH, Manufacture Home, to MDR, Medium Density Residential, for the property described as a tract of land lying in the NW/4 of Section 25, T-12-N, R-2W, located at 2222 N. Douglas Blvd. (Community Development - B. Harless)

7. Discussion and consideration of awarding the bid to and entering into a contract with MTZ Construction, Inc. in the amount of \$213,617.00 for the Albert Drive, Caldwell Drive, and S.E. 6th Street Drainage Improvements Project. (Community Development - P. Menefee)
8. Discussion and consideration of (1) entering into a Memorandum of Understanding with the Cities of Oklahoma City, Del City and Oklahoma County to participate with those governmental entities in the 2018 Edward Byrne Memorial Justice Assistance Grant Program Award; (2) agreeing to abide by the special conditions set forth within the grant language if approved; and (3) authorizing the mayor and/or city manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant. (Police - B. Clabes)
9. Discussion and consideration of approving and entering into a Sponsorship and Marketing Consulting Agreement with STAAR Solutions in the amount of \$3,000 plus sponsorship sales commissions and a \$2,500 stipend fee to MindsEye Advertising to effectively assist the City of Midwest City in achieving its goals and initiatives for the 2019 Star Spangled Salute Air Show. (Public Works - V. Sullivan)
10. Discussion and consideration of 1) declaring an Air Science Technologies down flow workstation, serial number 211, as obsolete city equipment/property; and 2) authorizing the disposal of this property by public auction or sealed bid. (Police - B. Clabes)

D. DISCUSSION ITEMS.

1. Discussion and consideration regarding a public presentation by Selser Schaefer Architects from Tulsa, OK. (Police - B. Clabes)
2. Discussion and consideration of establishing an Animal Ordinance Review Committee to review and make recommendations regarding Midwest City animal ordinances relating to Chapter 8 – Animals and Fowl including Articles I through IX consisting of three Councilmembers and a citizen from each ward nominated by their Councilmember. (Police - B. Clabes)

E. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.

F. ADJOURNMENT.



CONSENT AGENDA



A notice for staff briefings for the Midwest City Council was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Council Staff Briefing Minutes

November 27, 2018 – 6:00 PM

This staff briefing was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matthew Dukes called the meeting to order at 6:02 PM with the following members present: Councilmembers *Susan Eads, Española Bowen, Pat Byrne, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council for November 27, 2018. Council and Staff discussed individual agenda items.

* Councilmember Eads arrived at 6:03 PM.

Mayor Dukes adjourned the meeting at 6:20 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

A notice for staff briefings for the Midwest City Council was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Council Minutes

November 27, 2018 – 7:00 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 7:03 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Opening Business. Public Works Director Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Eads. Council and Staff made community-related announcements.

Consent Agenda. Eads made a motion to approve the consent agenda, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 13, 2018, as submitted.
2. Discussion and consideration of accepting the City Manager's Report for the month of October, 2018.
3. Discussion and consideration of passing and approving a Resolution 2018-32 establishing a comprehensive written policy for investment of municipal funds.
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
5. Discussion and consideration of revising the current Administrative Services Agreement with Sun Life Assurance Company of Canada (SunLife) which provides administrative services for the employee dental plan for the fiscal year 2018/2019; approving the Resolution 2018-33 designating SunLife Assurance Company of Canada as the Dental Claims Administrator for the City of Midwest City Life and Health Plan; and approving the amendments that are due to SunLife acquiring Assurant Employee Benefits; there are no monetary impacts from these changes to our Service Agreement with SunLife.
6. Discussion and consideration of the approval of a Medical Retirement Application made by Employee 2890 through the Oklahoma Municipal Retirement Fund (OMRF).
7. Discussion and consideration approving an assurance agreement and Resolution 2018-30 authorizing an application for financial assistance from the Association of Central Oklahoma Governments' (ACOG)

8. Discussion and consideration of approving and entering into an agreement with SPS VAR, LLC from October 22, 2018 to January 31, 2019 in the amount of \$2,125.00 for hardware and software maintenance.
9. Monthly Neighborhood Services report for October 2018.
10. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055180821 from the State Department of Environmental Quality for the Kanaly's 2nd Addition, Block 2, Lots 1-7 Sewer Line Extension, Midwest City, Oklahoma.
11. Discussion and consideration of accepting a Grant of Easement Agreement for the construction of the West Palmer Loop Trail extension located from S.E. 15th Street to S.E. 29th Street. The easement is located within the corporate limits of the City of Midwest City, located in the West Half of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
12. Discussion and consideration of accepting maintenance bonds from Jordan Contractors, Inc. in the amount of \$23,090.00.
13. Discussion and consideration of declaring as surplus property One (1) 2006 Diamond Gang mower serial # 32528/3259/3260, One (1) 2006 John Deere tractor 6415 serial # L06415A499876, Two (2) 30' x 50' Celina Brand tents with poles and stakes, One (1) 1985 International S-1900 sand truck with plow serial # 1HTLDVR9RHA49269 equipment # 09-03-25, One (1) 1985 International S-1900 sand truck with plow serial # 1HTLDTVROFHA48639 equipment # 09-03-27 and One (1) Meyer snow plow.

Discussion Items.

1. **(PC-1976) Discussion and consideration of approval of the Preliminary Plat of Florence Estates for the property described as a part of the NE/4 of Section 1, T-11-N, R-1-W, located in the 400 block of S. Post Road. This item was continued from the October 23, 2018 Council meeting.** Eads made a motion to table this item to the January 22, 2019 meeting, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **(PC - 1982) Discussion and consideration of approval of the Midtown Office Park Section II Preliminary Plat for the property described as a tract of land lying in the NE/4 of Section 11, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Byrne made a motion to approve the plat, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
3. **Discussion and consideration of a resolution of the Council of City of Midwest City, Oklahoma, authorizing execution of the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma (RTA).** Allen made a motion to approve Resolution 2018-31, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

4. **Discussion and consideration of establishing a committee to review and make recommendations regarding Midwest City ordinance, Chapter 8-Animals and Fowl, Section 8-42 through 8-72.** After discussion, no action was taken.
5. **Discussion and consideration of 1) establishing an Ad-Hoc General Obligation Bond (G.O. Bond) Oversight Council Committee; and 2) appoint three members of the City Council.** After discussion, no action was taken.
6. **Discussion and consideration of 1) establishing an Ad-Hoc Ordinance Oversight Council Committee to oversee ordinance updates; and 2) appoint three members of the City Council.** After discussion, no action was taken.

New Business/Public Discussion. There was no new business or public discussion.

At 7:26 PM, Allen made a motion to recess, seconded by Byrne. At 7:28 PM, Eads made a motion to return to the meeting, seconded by Byrne.

Executive Session.

1. **Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Bahreini, et al v. City of Midwest City, Case No. CV-2018-2374.**

At 8:22 PM, Allen made a motion to enter into executive session, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

At 9:17 PM, Reed made a motion to return to open session and authorize the City Manager to proceed as discussed in executive session, seconded by Eads.

2. **Discussion and consideration of entering into executive session as allowed under 25 O.S., § 307 (B)(4) to be briefed on potential litigation.**

At 7:37 PM, Allen made a motion to enter into executive session, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

At 8:21 PM, Allen made a motion to return to open session, seconded by Reed. No action was taken on the executive session discussion.

Adjournment.

There being no further business, Mayor Dukes adjourned the meeting at 9:18 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1245 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: December 11, 2018

Subject: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2018-2019, increase: Grants Fund, revenue/Intergovernmental (90) \$240,000; expenses/Hospital Authority (90) \$240,000.

The supplement is needed to budget SCIP Trail Phase II Grant from Oklahoma Tourism and Recreation Department.

Christy Barron
Finance Director

SUPPLEMENTS

December 11, 2018

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Intergovernmental	240,000			
90	Hospital Authority			240,000	
		240,000	0	240,000	0
Explanation:					
To budget SCIP Trail Phase 2 Grant from Oklahoma Tourism and Recreation Department.					



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405.739.1204/Fax: 405.739.1208

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: J. Guy Henson, City Manager

DATE: December 11, 2018

SUBJECT: Discussion and consideration of 1) passing and approving a resolution of support for the nomination of Mayor Matthew D. Dukes II for election to the District 8 seat on the Board of Directors of the Oklahoma Municipal League; and 2) declaring such nomination to be for the benefit of the City of Midwest City and other municipalities within the district; and declaring the mission of the Oklahoma Municipal League to be for the public purpose.

We received an email from OML regarding the vacant seat for District 8 on their Board of Directors. Mayor Dukes is very interested in participating on the Board and feels it would be beneficial to our community. Staff concurs.

Action on this item is at the discretion of the Council.

J. GUY HENSON, AICP, City Manager

RESOLUTION NO. ____

A RESOLUTION OF SUPPORT FOR THE APPOINTMENT OF MATTHEW D. DUKES II TO THE DISTRICT 8 SEAT ON THE BOARD OF DIRECTORS OF THE OKLAHOMA MUNICIPAL LEAGUE; DECLARING SAID APPOINTMENT TO BE FOR THE BENEFIT OF THE CITY/TOWN OF THE CITY OF MIDWEST CITY AND OTHER MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE.

WHEREAS, the City of Midwest City recognizes that the Oklahoma Municipal League (“OML”) is a non-profit member driven organization composed of municipalities from across the State of Oklahoma who work together for their mutual benefit;

WHEREAS, the City of Midwest City through its membership with OML, realizes many benefits from the policy and legislative work of the OML, and as a result, supports the mission of OML which is to provide services and programs to its members to assist them in better serving their citizens and communities;

WHEREAS, the City of Midwest City is within District 8 and as such is represented by an appointee seated within said district;

WHEREAS, the City of Midwest City has an interest and desire to resolve its support of the nomination of Matthew D. Dukes II for District 8 seat on the OML Board of Directors;

WHEREAS, the City of Midwest City finds that said nomination would benefit the City of Midwest City and the other municipalities within District 8 by serving as the individual and collective voice of local government officials in interaction at both the state and national level;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL/TOWN BOARD OF THE CITY OF Midwest City, OKLAHOMA:

SECTION 1: That the City of Midwest City unequivocally supports the nomination of Matthew D. Dukes II to serve as the District 8 appointee on the Board of Directors of the OML, by finding and declaring that the mission of OML to be for the public purpose and acknowledging that the City of Midwest City and other municipalities within District 8 will benefit by his appointment.

SECTION 2: That should Matthew D. Dukes II ultimately be appointed to the OML Board of Directors, he is specifically authorized and requested to fully participate in said meetings of the Board of Directors and the projects of the same to the ultimate benefit of the City of Midwest City.

PASSED, APPROVED AND EFFECTIVE THIS DATE _____.

(Mayor’s signature)

ATTEST:

(Clerk signature)

Approved as to form and legality on this ____ day of _____.

(City/Town attorney)



Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: December 11, 2018

RE: Discussion and consideration of 1) approval of and entering into a project agreement with the State of Oklahoma, by and through the Oklahoma Tourism and Recreation Department to receive \$240,000 in grant funds for the design and construction of Phase II of the SCIP Recreational Trail and agreeing to provide \$75,000 in local matching funds; 2) authorization of the Mayor, City Manager, and/or his designee to enter into the necessary contracts and documents to implement all aspects of the grant.

Midwest City's application was approved for 2018 Recreational Trails Program funds from the State of Oklahoma to develop and construct Phase II of the SCIP Recreation Trail which will begin at the SCIP Trailhead, traveling west along N.E. 23rd Street to the Crutchko Creek Bridge, north under the bridge and along the east side of Crutchko Creek for a 3 – 5 mile multi-recreational trail between N.E. 23rd and N.E. 36th Streets.

The city has received clearance to begin engineering/design and construction of the trail along N.E. 23rd and under the Crutchko Bridge with this agreement. Once the trail placement has been determined along Crutchko Creek, additional consultation with the Oklahoma Archaeological Survey (OAS) will be necessary, with the possibility of an archaeological survey needed before construction, due to the presence of a pre-historic archaeological site along the creek. The OAS has conveyed their support of this project and appreciates the city's care and cooperation in not disturbing this site.

The natural recreational trail will be professionally designed and constructed with the assistance of city crews. The area contains approximately 170 acres of city-owned property in which to develop natural terrain trails for mountain biking, running and hiking. See attached map.

The proposed project received many letters of support from various community groups, bicycle and running groups, including the Oklahoma Earthbike Fellowship, Inc. (OEF), who are advocates of the current SCIP trails. City staff from engineering, grants and PWA will provide project oversight. The project agreement is attached. Staff recommends approval.

A handwritten signature in black ink that reads "Terri L. Craft". The signature is written in a cursive, flowing style.

Terri L. Craft
Grants Manager

RECREATIONAL TRAILS PROGRAM PROJECT AGREEMENT

This Project Agreement is entered into by and between the State of Oklahoma, by and through the Oklahoma Tourism and Recreation Department and the City of Midwest City, the Project Sponsor.

Federal Project Number: RT 18(108) State Project Number: 18-08
Federal Awarding Agency: FHWA (Federal Highway Administration)

Project Sponsor: City of Midwest City County: Oklahoma

Project Name: SCIP Trail Phase 2 DUNS – 824700033

Project Period: Nov 1, 2018-Dec 31, 2020 CFDA# 20.219

Project Stage Covered By This Agreement: Entire Project

Approved Federal Funds: \$240,000 Local Funds: \$75,000

Total Project Cost: 315,000

In consideration for the matching grant funds provided by the State of Oklahoma, the Project Sponsor agrees to perform the work identified in the project scope and agrees to comply with all of the requirements noted in this agreement. As a part of this project, a sign recognizing the Recreational Trails Program (RTP) must be installed at the trail facility. This facility shall remain open to the public for a period not less than twenty-five years. In the event that a facility funded through the RTP becomes unusable as a recreation facility and/or does not remain open to the public, the project sponsor will be obligated to pay back federal funds received. Cash will be due within 90 days of closure.

PROJECT SCOPE:

Design and construct an unpaved 3-5 mile natural multi-use trail along Crutch Creek to include a 10-12 ft. paved trail along NE 23rd street ROW to the Crutch bridge where the trail will go under the bridge. Project will also include a bench, trees, fencing, and signage.

Cost estimate will be used as submitted.

Environmental Categorical Exclusion Approved

This Proposal is not intended to include those projects or actions which would cause significant environmental impacts, affect wetland areas or require dredging or filling within the channel of a navigable waterway. The project will not affect significant archaeological or historical resources at this time as determined by the State Historic Preservation officer and the Oklahoma Archeological Survey. **However, after design plans are finalized along the creek, an archeological survey will be necessary and final consultation with OAS will need to be completed.**

The undersigned Project Sponsor does hereby agree and accept the same responsibility and obligations set out in the herein described project and to the same extent and in the same manner, including all requirements, as does the State of Oklahoma. The undersigned Project Sponsor of the State of Oklahoma further understands, agrees, and accepts that this project is not effective and no costs should be incurred until this Project Agreement has been duly executed

by the State of Oklahoma and the said Project Sponsor on the herein described project until it has received said notification by the State.

The Project Sponsor Agrees to comply with the terms and intent of the following:

1. Equal Opportunity Clause (41 CFR 60-1.4);
2. Nonsegregated Facilities Statement (41 CFR 60-1.8);
3. Notice of Requirement for Affirmative Action (41 CFR 60-4.2);
4. Standard Federal Equal Employment Opportunity Specifications (41 CFR 60-3);
5. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646);
6. Facility designs must be in accordance with the Architectural Barriers Act of 1968 (P. L. 90-480 as amended through 1978), and the Americans With Disabilities Act (ADA) (P. L.101-336, 1990).
7. Civil Rights Assurance of Compliance
8. Compliance Report Title VI Civil Rights Act of 1964
9. Assurances Construction Programs/Assurances Non-construction Programs
10. Debarment and Suspension Agreements
11. Flood Disaster Protection Act of 1973 (P.L. 93-234); and all applicable regulations and procedures implementing these Acts.
12. Public Law 100-463 (H.R. 4781) Any contract work that is \$50,000 or over must be put out to bid.
13. Must comply with the Buy-American provisions of the American Recovery and Reinvestment Act (23 U.S.C.313 and 23 CFR 635.410)
13. Sponsor agrees to complete the project within the time specified in this agreement. Failure to complete the project within this timeframe may result in forfeiture of any unexpended balance of funds.
14. Sponsor shall submit reimbursement requests at least once a year and in accordance with the budget submitted and Program requirements. Failure to do so may result in forfeiture of any unexpended balance of funds.

This Agreement incorporates the provisions of the Transportation Equity Act for the 21st Century (TEA-21), under federal statutes 23 U.S.C. 206.

STATE OF OKLAHOMA

PROJECT SPONSOR

BY _____

BY _____

TITLE: State Liaison Officer

Matthew D. Dukes, Mayor, City of Midwest City
NAME & TITLE

DATE: _____

DATE: November 27, 2018

If any person other than the Project Sponsor named above will be submitting for reimbursements and signing the Outlay Report for the Project Sponsor, that person must also sign and date below.

BY _____

BY _____

J. Guy Henson, City Manager
NAME & TITLE

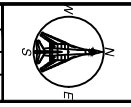
Terri L. Craft, Grants Manager
NAME & TITLE

DATE: November 27, 2018

DATE: November 27, 2018



TUBE #	CITY INSPECTOR	PROJ. NO.
	COMPLETION DATE	
	CONTRACTOR	
	DWG. NAME	



PROJECT
SCIP Phase 2

SHT. NAME
PLAN SHEET

SHT. NO.
3



Jan. 11, 2018

Oklahoma Tourism and Recreation Department
Division of State Parks – Federal Grants Section
120 North Robinson Avenue, Suite 600
Oklahoma City, OK 73102

Re: SCIP Trail expansion grant application – Midwest City, OK

Dear Sirs:

On behalf of Oklahoma Bicycle Society, I would like to express my support of the SCIP trail expansion. The current SCIP trail has hosted events such as mountain bike and cross-country racing. Outside of these events, the trail sees daily use by cyclists, runners and walkers. These opportunities are a direct result of the trail and demonstrate how the current trail has benefitted the community so far. The cyclists in Central Oklahoma are in great need of recreational trails, and this will be a good step in continuing the efforts to make Midwest City a premier cycling community.

The Oklahoma Bicycle Society is involved with promoting cycling in central Oklahoma. It is our goal to expand cycling to more citizens, and the SCIP trail expansion is a good step towards accomplishing our goals. Increasing the length of the trail will encourage a larger variety of users and opportunities. Unpaved trails offer the unique experience of connecting with nature in an urban setting. The SCIP trail system has opened the door to activities such as mountain biking and cross country running.

We look forward to expanding the area of cycling opportunities with the approval of this project.

Sincerely,

A handwritten signature in black ink that reads "Bill Elliott". The signature is written in a cursive style and is positioned above a solid horizontal line.

Bill Elliott, Past President
Oklahoma Bicycle Society

c.c. Troy Manicom, President, Oklahoma Bicycle Society

September 14, 2017

To Whom it may Concern,

My name is Sam Stalcup. I am an adjunct cross country and track coach at Midwest City High School in Midwest City, Oklahoma.

On September 9, 2017, our team hosted the inaugural Midwest City XC Rally at the Soldier Creek Industrial Park (SCIP) trails. Fourteen schools from across the state attended, bringing with them more than three hundred athletes who competed in cross country races for high school varsity, junior varsity, and junior high schools. We also contested an open division race for the general public. In addition to runners and coaches, there was a crowd of several hundred spectators—families, friends, and fans of the sport—who attended the meet to cheer the runners on.

We feel that the event was a great success. The SCIP trails were the perfect venue for a cross country meet. They provided a unique and challenging course for the athletes. I heard nothing but uniform praise from other coaches and runners for the quality of the trails. The adjacent Soldier Creek Industrial Park property provided ample space for the start and finish areas of the race, as well as parking for school buses and spectators.

We greatly appreciate the support provided by the City of Midwest City, both in the run up to the meet, with the mowing and grooming of the course as well as provision of bathroom facilities, and also in the long term investment that has been made in a recreational trail system for Midwest City. Our cross country team uses these trails, both the SCIP trail and the Soldier Creek trails, on an almost daily basis. We thank the city and its people for the development of these valuable community amenities, and hope to see them expanded in the future. Thank you very much.

Sam Stalcup
Adjunct Distance Coach
Midwest City High School

January 24, 2018

Oklahoma Tourism and Recreation Department
Division of State Parks – Federal Grants Section
120 North Robinson Avenue, Suite 600
Oklahoma City, OK 73102

RE: SCIP Trail expansion grant application

To Whom It May Concern,

Oklahoma Earthbike Fellowship (OEF) is in support of the SCIP trail expansion. The current SCIP trail has hosted events such as mountain bike and cross country racing. Outside of these events, the trail sees daily use by cyclists, runners and walkers. These opportunities are a direct result of the trail and demonstrate how the current trail has benefitted the community so far.

As a statewide nonprofit entity concerned with promoting healthy lifestyles within the community, we are in support of expanding the SCIP trail. Increasing the length of the trail will encourage a larger variety of users and opportunities. Unpaved trails offer the unique experience of connecting with nature in an urban setting. The SCIP trail system has opened the door to activities such as mountain biking and cross country running.

Midwest City is encouraging healthy lifestyles by offering a variety of quality trails to the public. We are in full support of the SCIP trail expansion.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tegan Malone', with a long, sweeping flourish extending to the right.

Tegan Malone

President, Oklahoma Earthbike Fellowship



5905 Prosper Blvd.
P.O. Box 10980
Midwest City, Oklahoma 73140
(405) 733-3801 | Fax (405) 733-5633
www.midwestcityok.com

January 23, 2018

2018 Board of Directors

Mr. Gary W. Banz
Mr. Dee Collins
Mr. Joe Crosthwait
Ms. Michelle Devinney
Ms. Paula Enix
Mr. Austin Fisher
Ms. Sherri Ford
Mr. Clay Franklin
Ms. Charlisha Greene
Mr. Johnny Jump
Mr. Dan Justine
Dr. Kent Lashley
Ms. Christine Martin
Mr. Norm Mejschik
Ms. Cindy Mikeman
Ms. Peggy Missel
Mr. Tim Schott
Mr. John Turner
Ms. Sally Weatherford
Mr. Shane Willard
Ms. Stacy Willard
Mr. Frank Williams
Col (Ret) Stephanie Wilson

Executive Committee

Mr. Cliff Aldridge,
President
Ms. Danita Rose,
Immediate Past President
Mr. Randy Smith,
*Vice President of
Organization Development*
Mr. Mike Kloiber,
*Vice President of
Public Image*
Ms. Pam Teply,
*Vice President of
Business Development*
Dr. Jeanie Webb,
*Vice President of
Community Development*
Mr. James Finch,
Treasurer
Mr. Wade Moore,
Member-at-Large

To Whom It May Concern,

The Midwest City Chamber of Commerce wholeheartedly believes quality of life programs are vital to the growth and success of communities. The proposed Phase II of the SCIP Recreational Trail would compliment the existing trails in Midwest City, allowing bikers and pedestrians to enjoy another three to five miles of fun.

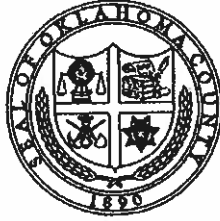
Midwest City is the home of Tinker Air Force Base which attracts many military families who seek communities offering diverse recreational activities, culture, education, shopping and dining. We know having this additional recreational trail will be an attractive draw to future military families moving to Tinker Air Force Base and Midwest City.

It is our hope that the grant board approve the 2018 Recreational Trails Grant Application submitted by the City of Midwest City.

Thank you for your consideration. Please feel free to contact me if you have any questions.

Respectfully,

Bonnie Cheatwood
Executive Director
Midwest City Chamber of Commerce



**WILLA JOHNSON
COUNTY COMMISSIONER
OKLAHOMA COUNTY DISTRICT ONE**

January 23, 2018

RE: 2018 Recreational Trail Grant - Soldier Creek Industrial Park (SCIP) Trail – Phase II

To Whom It May Concern:

As the County Commissioner for Oklahoma County District One, which includes the City of Midwest City, I am very supportive of projects that help improve the quality of life within the district.

The proposed 3 to 5 miles of trail expands upon the successful SCIP Recreational Trail completed in 2017. It provides safe, outdoor recreational opportunities for biking, hiking and cross country enthusiasts for the residents of Midwest City and Eastern Oklahoma County. The trail has enabled Midwest City to host mountain biking and cross country events that would not have occurred otherwise.

The proposed Phase II of the SCIP Recreational Trail follows Crutcho Creek and crosses into Oklahoma County property before it enters Midwest City owned property. The County is willing to proceed with the proposed trail expansion while working with Midwest City officials to create common ownership of this area.

Over my time in office, I have enjoyed a long and productive relationship with Midwest City leadership and I fully support their efforts in this endeavor.

Sincerely,

Willa Johnson
County Commissioner
Oklahoma County District One

Midwest City XC Rally – SCIP Recreational Trail

September 9, 2017



CYCLOCROSS EVENT – SCIP RECREATIONAL TRAIL

October 8, 2017





Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: December 11, 2018

RE: Discussion and consideration of 1) approval of and entering into the Oklahoma Housing Finance Agency (OHFA) Home Investment Partnerships Program (HOME) grant contract to receive \$194,995 for down payment and closing cost assistance in Midwest City and agreeing to provide \$50,000 in banked matching funds; 2) authorization of the Mayor, City Manager, and/or his designee to enter into the necessary contracts and certifications to implement all aspects of the grant.

The City of Midwest City applied for 2018 HOME funds from OHFA in order to provide down payment and closing cost assistance to first time homebuyers in Midwest City. The program will provide up to \$5,000 in down payment and closing cost assistance to approximately 40 income eligible first time homebuyers in Midwest City. This program encourages homeownership in the community and requires applicants attend a homebuyer education course.

This program has been in operation since 1995 and has provided over 600 low and moderate income households with the opportunity to purchase their first home in Midwest City.

Administration of the program, to include application intake and closing coordination will be completed by Grants Management Department staff. The city will establish and maintain an account for the contract amount, process invoices for payment, and invoice OHFA for reimbursement. Please see attached contract. Staff recommends approval.

Terri L. Craft
Grants Manager

**HOME INVESTMENT PARTNERSHIPS
HOME PROGRAM
WRITTEN AGREEMENT
PART I**

This Written Agreement entered into by and between Oklahoma Housing Finance Agency, a state beneficiary public trust, as the State of Oklahoma's designated Participating Jurisdiction (PJ) for the **HOME** Program (OHFA) and City of Midwest City (hereinafter "MWC"), effective as of the ____ day of December, 2018.

SUMMARY

OHFA Contract Number: 18-1602

TERM OF THIS WRITTEN AGREEMENT: From date of execution through November 30, 2021

TYPE OF ACTIVITY: Homebuyer Assistance

AFFORDABILITY: Minimum Period in Years: 5 years

Deed Restrictions: LURA: _____ Other: Recapture Agreement

HOME Funding Amount: \$194,995

Submit Reimbursement Report To: HOME Department
OHFA
P.O. Box 26720
Oklahoma City, OK 73126

Issue Payment To: City of Midwest City
Mayor Matthew D. Dukes, II
100 N. Midwest Blvd.
Midwest City, OK 73110

Written Agreement Components: Part I-Summary and Signatures
Part II-Terms and Conditions
Part III-Special Conditions
Part IV-Budget

SIGNATURES FOR EXECUTION OF WRITTEN AGREEMENT

**HOME INVESTMENT PARTNERSHIPS
HOME PROGRAM
WRITTEN AGREEMENT
PART I**

OHFA and **MWC** acknowledge and agree that the rights and obligations of each are subject to and governed by the federal HOME Program (24 CFR 92), The HOME Program Final Rule and other Federal Regulations as may be promulgated from time to time, OHFA HOME Program Rules and each of the terms and conditions set forth in Part I, Part II, Part III and Part IV to this Written Agreement, attached hereto and incorporated by this reference.

EXECUTED BY:
City of Midwest City

EXECUTED BY:
Oklahoma Housing Finance Agency

Signature
Matthew D. Dukes, II, Mayor

Signature
Deborah Jenkins, Executive Director

Date _____

Date _____

State of Oklahoma, County of Oklahoma
This Written Agreement was acknowledged
before me on the _____ of _____, 2018
by Matthew D. Dukes, II, Mayor, City of
Midwest City

State of Oklahoma, County of Oklahoma.
This Written Agreement was acknowledged
before me on the ____ of _____, 2018
by Deborah Jenkins, Executive Director,
Oklahoma Housing Finance Agency

Typed Name, _____ Notarial Officer
My commission expires: _____

_____, Notarial Officer
My commission expires: _____

**HOME INVESTMENT PARTNERSHIPS PROGRAM
WRITTEN AGREEMENT
PART II – GENERAL TERMS AND CONDITIONS**

WITNESSETH:

WHEREAS, City of Midwest City (“MWC”), has submitted an Application for funding under the HOME Investment Partnerships Program (the “HOME Program”), which HOME Program is administered by Oklahoma Housing Finance Agency (“OHFA”) as the designated Participating Jurisdiction (PJ) on behalf of the State; and

WHEREAS, based upon the representations, statements and warranties contained in the Application and exhibits and amendments to either filed with, and accepted by, OHFA (hereinafter collectively the “Application”), OHFA has approved funding for the HOME Project; and

NOW THEREFORE, for and in consideration of the mutual agreements and covenants contained in this Written Agreement (Parts I, II, III and IV by reference), OHFA and MWC hereby agree to the following terms and conditions as follows:

1. AVAILABILITY of HOME FUNDS

All payments to MWC contemplated by this Written Agreement are to be made only from HOME Funds made available to OHFA by the U.S. Department of Housing and Urban Development (“HUD”) for use in the HOME Program (the “HOME Funds”). Notwithstanding any other provisions of this Written Agreement, payments to be made to MWC pursuant to this Written Agreement are subject to the continued availability of such HOME Funds, as determined by federal and/or state action and/or law. In the event HOME Funds become unavailable to fund this Written Agreement, either in whole or in part, OHFA may, upon written notice to MWC, terminate this Written Agreement, reduce the allocation contemplated by this Written Agreement and the payments to MWC or take such other appropriate action necessitated by any change in the availability of HOME Funds. Said notice shall be delivered by the U.S. Postal Service certified mail return receipt requested or in person with proof of delivery. The effective date of such termination the reduction of the Written Agreement allocation or payments to MWC shall be specified in the notice or shall be the actual effective date of the federal and/or state determination, whichever is later. OHFA shall be the final authority as to the availability of HOME Funds.

2. MODIFICATION OR AMENDMENTS TO WRITTEN AGREEMENT

2.1. Written agreement required. This Written Agreement may be extended, renewed or otherwise modified or amended only by the written agreement of the duly-authorized representatives of OHFA and MWC, unless an amendment or modification is required by federal or state law or regulation, in which case such amendment or modification may be unilaterally made by OHFA.

2.2. Prior approval of OHFA required. All proposed modifications or amendments to this Written Agreement, including the waiver of any provisions herein, must be submitted to OHFA, in writing, and approved by the Executive Director prior to MWC's implementation of the proposed modification or amendment.

2.3. De-obligation of HOME Funds. OHFA may unilaterally modify this Written Agreement to de-obligate funds not obligated by MWC as of the close of the Funding Period specified in Part I of this Written Agreement.

3. OKLAHOMA HOUSING FINANCE AGENCY

3.1. Funding of HOME Project. Subject to the terms and conditions set forth herein and to the availability of HOME Funds as described in Part II, paragraph 1 of this Written Agreement, OHFA will provide HOME Funds for use in the HOME Project described in the Application and approved by OHFA, up to the total allocation specified in Part I of this Written Agreement.

3.2. Monitoring. OHFA shall, throughout the term of this Written Agreement and any extension thereof, monitor and evaluate the financial feasibility and progress of the HOME Project and MWC's continuing fiscal responsibility and MWC's compliance with HOME Program requirements and the terms and conditions of this Written Agreement. Such monitoring and evaluation shall not in any manner, relieve or waive any obligations of MWC under this Written Agreement or pursuant to applicable state and federal statutes, regulations and rules. Any representation to the contrary by MWC to any third party is strictly prohibited and may be grounds for the termination of this Written Agreement by OHFA.

4. ACKNOWLEDGMENTS AND CERTIFICATIONS of MWC.

4.1. General acknowledgments and certifications. MWC acknowledges, represents, warrants and certifies without limitation to OHFA that:

a. The Application was relied upon by OHFA in approving this Written Agreement and that the information, representations and statements contained in the Application were true and correct as of the date of the filing of the Application and as of the making of this Written Agreement, and agrees to inform OHFA, in writing, of any changes in any information filed with OHFA, including representations contained in the Application, within ten (10) days of the occurrence of same. MWC acknowledges and agrees to be bound by the obligations, duties and representations contained in the Application, which Application is incorporated and made a part of this Written Agreement by reference;

b. All requirements of OHFA's *Contractors Implementation Manual* currently utilized in the administration of the HOME Program, and as may be amended during the term of this Written Agreement, which Implementation

Manual is incorporated and made a part of this Written Agreement by reference (hereinafter the "Implementation Manual"), shall be complied with by MWC and MWC's employees and agents and any sub-contractors. The MWC is charged with the responsibility of monitoring and complying with any changes to the Implementation Manual through OHFA's website www.ohfa.org;

c. No costs sought to be reimbursed with HOME funds or otherwise shall be incurred in connection with the HOME Project until MWC has received written notice of the release of HOME Funds by OHFA;

d. MWC has full responsibility for the payment of all employee benefits or deductions required by law, including without limitation, Workers' Compensation insurance, unemployment insurance, social security, state and federal income tax;

e. MWC is an independent Contractor, notwithstanding any other provisions of this Written Agreement, and shall be fully responsible for and shall have the sole and exclusive control of MWC's employees, sub-contractors and agents in the means and methods required to fulfill the obligation of MWC under this Written Agreement; and

f. MWC is solely responsible for insuring that the use of all HOME Funds received pursuant to this Written Agreement comply with all applicable federal, state, and local statutes, regulations and/or other legal authority, as may be modified or amended during the term of this Written Agreement, or any extension thereof, related to the expenditure or use of said HOME Funds.

4.2. Compliance with applicable laws. MWC specifically certifies to the State of Oklahoma, OHFA and HUD that MWC and MWC's employees, agents and sub-contractors have read and are familiar with the 24 CFR Parts 91 and 92 HOME Investment Partnerships Program and the HOME Final Rule, as amended from time to time, and will comply with those requirements and will comply with all applicable terms of the following statutes, regulations and executive orders, the terms and requirements of which are specifically incorporated in this Written Agreement by this reference. Any conflict between the Written Agreement and 24 CFR Parts 91 and 92 or the Final Rule shall be controlled by 24 CFR Parts 91 and 92 or the Final Rule, except in those cases where OHFA has adopted more restrictive requirements than those included in 24 CFR Parts 91 and 92. The following are for general reference and do not constitute or represent all of the HOME Program or other federal regulations and are referenced in 24 CFR Part 92 Subpart H Other Federal Requirements:

4.2.1 Non-discrimination and Equal Opportunity

Equal opportunity: No person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or

activity funded in whole or in part with HOME Funds. In addition, HOME Funds must be made available in accordance with the following:

- a. Title VI of the Civil Rights Act of 1964 (42 USC §2000d, et seq.), which prohibits discrimination on the basis of race, color, or national origin under any program receiving federal funds. Implementing regulations are at 24 CFR, Part 1;
- b. Title VIII of the Civil Rights Act of 1968 (42 USC §3600-3620, 1988), popularly known as the Fair Housing Act;
- c. Executive Order 11063 (1962), as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307), which requires equal opportunity in housing. Implementing regulations are at 24 CFR, Part 107;
- d. Age Discrimination Act of 1975 (42 USC §6101-07), which prohibits discrimination on the basis of age. Implementing regulations are at 24 CFR, Part 8;
- e. Section 504 of the Rehabilitation Act of 1973 (29 USC §794), which prohibits discrimination against disabled individuals. Implementing regulations are at 24 CFR, Part 8;
- f. Executive Order 11246 (3 CFR 1964-65, Comp., p.339), which prohibits discrimination on the basis of race, color, religion, sex, or national origin and requires affirmative action in connection with federally assisted construction Written Agreements. Implementing regulations are at 41 CFR, Part 60;
- g. Section 3 of the Housing and Urban Development Act of 1968 (12 USC, Section 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that Written Agreements for work in connection with the project be awarded to businesses in or owned in, substantial part by residents of the project area. Regulations are at 24 CFR, Part 135;

4.2.2 92.352 Environmental Review

- a. National Environmental Policy Act of 1969 (42 USC §4231, et seq.) and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;

4.2.3 Displacement, relocation and acquisition:

All requirements of 24 CFR, Part 92.353, Displacement, Relocation and Acquisition;

4.2.4 92.354 Labor

- a. Davis-Bacon Act (40 USC §276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction Written Agreements with 12 or more units assisted. Regulations are at 29 CFR, Part 5. The MWC further certifies that it shall include in its bidders' packages the U. S. Department of Labor Wage Determination List and a statement that the MWC and any sub-contractors must comply with these wage rates in performance of the work required;
- b. Copeland (Anti-Kickback) Act (18 USC §874, 40 USC §176c), which applies to all Written Agreements covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;
- c. Written Agreement Work Hours and Safety Standards Act (40 USC §327, et seq.), which requires overtime compensation. Regulations are at 29 CFR, Part 5;
- d. Fair Labor Standards Act of 1938 as amended (29 USC §20, et seq.) which establishes the basic minimum wage for all work and requires payment of over-time at the rate of at least time and a half.

4.2.5 92.355 Lead-Based Paint: Housing assisted with HOME funds constitutes HUD associated housing for the purpose of Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §4821, et seq.) and is, therefore, subject to 24 CFR, Part 35. MWC is responsible for notification, testing and abatement activities;

4.2.6 Flood Insurance: All applicable requirements of 24 CFR, Part 92.352, 24 CFR, Part 58 and Section 202 of the Flood Disaster Protection Act of 1973, as amended (42 USC, §4106). [Under the Flood Disaster Protection Act of 1973, as amended, HOME Funds may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless: (i) the community in which the area is located is participating in the National Flood Insurance Program, or less than one year has passed since FEMA notification regarding such special flood hazards; and (ii) flood insurance protection is obtained as a condition of the approval of financial assistance.]

4.2.7 92.356 Conflict of interest: All applicable requirements of 24 CFR Part 92.356 Conflict of Interest.

4.2.8 92.357 Executive Order 12372: All requirements of 24 CFR, Part 92.357 regarding Executive Order 12372, Inter-governmental Review of Federal Programs. Regulations are at 24 CFR, Part 52;

4.2.9 92.358 Consultant activities: No person providing consultant services in an employer–employee type relationship shall receive more than a reasonable and customary rate of compensation for personal services paid with HOME funds.

4.3. Written Agreement Administration. MWC specifically certifies to the State of Oklahoma, OHFA and HUD that MWC shall comply with the following, the terms and requirements of which are specifically incorporated in this Written Agreement by this reference:

a. 24 CFR, Part 92.502 and the requirements of OHFA contained in the Implementation Manual concerning cash management of federal funds; and

b. unless directed otherwise in writing by OHFA, 24 CFR, Parts 84.21 and 92, as amended, and the requirements of OHFA contained in the Implementation Manual related to the application, acceptance and use of federal funds.

5. INSURANCE AND BONDING REQUIREMENTS

5.1. Insurance. MWC shall maintain insurance covering MWC and MWC's employees and the HOME Project of the type and in the amounts required by the Implementation Manual, including without limitation general liability insurance and Worker's Compensation Insurance as required by applicable state and federal worker's compensation statutes. Proof of insurance shall be maintained and made available to OHFA upon request.

5.2. Bonding. OHFA may, as provided in the Implementation Manual, require surety bonds for all officers, directors or employees of MWC responsible for the financial transactions contemplated in this Written Agreement or related thereto. If OHFA requires surety bonds, MWC must comply with the requirement. Proof of any required bonds shall be maintained and made available to OHFA upon request.

6. SUB-CONTRACTORS

6.1. MWC responsibility. MWC shall advise each sub-contractor, if any, of the sub-contractors obligations to adhere to the applicable terms, conditions and certifications of this Written Agreement, including without limitation the right of OHFA to audit. MWC shall require all sub-contractors to meet the minimum insurance requirements as required by reference to State law and as set forth in the Implementation Manual. MWC shall be responsible to OHFA for all acts and omissions of MWC's sub-contractors and of persons directly or indirectly employed by said sub-contractor.

6.2. Sub-contractor certifications. MWC shall require that all sub-contractors execute a certification, as required by 24 CFR, Part 92.350, certifying that neither the sub-contractor nor any principal thereof is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any government program. MWC also agrees, upon request of OHFA, to obtain from MWC's sub-contractors any of the certifications described in paragraph 4 of this Written Agreement. Any certifications required under this paragraph 6.2 or obtained at the request of OHFA shall be maintained by the MWC in accordance with paragraph 10.2 of this Written Agreement.

6.3. Indemnification of OHFA by sub-contractors. MWC shall require that all sub-contractors to execute a *Hold Harmless and Indemnification Agreement* in the form prescribed by OHFA. The Hold Harmless and Indemnity Agreement shall be maintained by the MWC in accordance with paragraph 10.2 of this Written Agreement.

6.4. Independent Contractors. Nothing herein shall be deemed to create a contractual relationship between any sub-contractor and OHFA, nor shall any sub-contractor incur or purport to incur any obligation on the behalf of OHFA.

7. HOLD HARMLESS CLAUSE

MWC shall hold and save harmless HUD, the State of Oklahoma, OHFA and their respective agents, officers, and employees from all claims and actions, all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by MWC. MWC shall hold and save harmless HUD, the State of Oklahoma, OHFA and their respective agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any sub-contractor or any agent for MWC, MWC will specify that such sub-contractors or agents shall hold harmless HUD, the State of Oklahoma, OHFA, and their respective agents, officers, and employees for all the here in before described expenses, claims, actions, or amounts recovered.

8. POLITICAL ACTIVITY

8.1. Hatch Act. All employees of MWC shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §1501s, et seq., 18 USC §595).

8.2. Prohibition on use of HOME Funds. No portion of the HOME Funds may be used for any political activity or to further the election or defeat of any candidate for public office, or for lobbying activities.

9. NO-CONFLICT COVENANT

MWC certifies, warrants and covenants to HUD, the State of Oklahoma and OHFA that other than the compensation for services contemplated by this Written Agreement, no governing board member, director, officer, agent, consultant, employee or sub-contractor of MWC has any interest, direct or indirect, in the HOME Project covered by this Written Agreement nor will any such person or entity receive any benefit from the HOME-assisted activities and projects under this Written Agreement and that none of the enumerated persons shall acquire any such interest during their tenure in office or employment by MWC and for one year thereafter. MWC further covenants that in the performance of this Written Agreement no person having any such interest will be employed by MWC warrants to OHFA that, in the event MWC becomes aware that any governing board member, director, officer, agent, consultant or employee of MWC has a

prohibited interest in or is receiving any benefit from the HOME-assisted activities, HOME Funds and HOME Project(s) covered by this Written Agreement, MWC shall immediately notify OHFA.

10. RECORDS, PUBLICATIONS AND OTHER MATERIALS

10.1. Maintenance of HOME Project Records. MWC shall be responsible for the creation, compilation and maintenance of records and materials pertaining to the use and expenditure of the HOME Funds and the Home Project(s) funded or assisted by said HOME Funds pursuant to this Written Agreement, including, but not limited to, work plans, work orders, invoices, site drawings, interim statements and summaries, photographs, video tapes, correspondence, financial and accounting records and reports, property and personnel records, and any other records set forth in 24 CFR, Part 92.508, *Recordkeeping*, and other instruments and supporting documents, exhibits and records (hereinafter collectively the “HOME Project Records”). MWC shall keep and maintain all HOME Project Records in an organized, systemized fashion at principal office of MWC. All HOME Project Records maintained by MWC shall be segregated from MWC’s other records at all times.

10.2. Retention of records. MWC shall retain all HOME Project Records for at least as long as the minimum period(s) specified in 24 CFR, Part 92.508(c).

10.3. Ownership of HOME Project Records. All HOME Project Records are the property of OHFA and MWC shall have no proprietary claim to same. OHFA shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports and materials prepared pursuant to this Written Agreement. No materials or records created, produced or maintained by MWC pursuant to this Written Agreement shall be made subject by MWC to copyright in the United States or any other country.

10.4. Legend. Any publication or other material produced as a result of this Written Agreement shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by Oklahoma Housing Finance Agency on behalf of the State of Oklahoma.

10.5. Audits. All records and accounts of MWC shall be made available on demand to the Oklahoma State Auditor and Inspector, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States and OHFA and their respective agents and designees for inspection and use in carrying out its responsibilities for administration of HOME Funds.

10.6. Reporting requirements. MWC shall furnish OHFA with narrative reports and financial reports related to the HOME Project, HOME Funds and compliance with the terms and conditions of this Written Agreement, in the form and at such times as might be required by OHFA. MWC shall provide OHFA with timely copies of reports from any audits that include HOME Funds received pursuant to this Written Agreement.

10.7. Closeout reports. MWC shall submit closeout documents in accordance with the forms and requirements of the Implementation Manual. MWC may closeout a Written Agreement when all HOME Funds have been drawn down, expended and accounted for in accordance with the terms of this Written Agreement.

11. COMPENSATION TO MWC.

11.1. Amount of allocation. The total allocation of HOME Funds for use in the HOME Project is set forth in Part I of this Written Agreement.

11.2. Requests for reimbursements. Requests for reimbursements may not exceed the allocation amount. All requests for reimbursement shall be submitted to OHFA during the Funding Period specified in Part I of this Written Agreement. MWC's final request for reimbursement must be submitted not later than sixty (60) days after the close of the Funding Period. Requests for reimbursement submitted more than sixty (60) days after the close of the Funding Period may be disallowed by OHFA.

11.3. Decrease in reimbursement request. In order to effect proper cash management, OHFA may, if OHFA determines that MWC has HOME Funds on hand at the time a reimbursement request is made, modify the basis for compensation to MWC and decrease the amount of the reimbursement request. MWC agrees that the determination to decrease a reimbursement request shall be at the sole discretion of OHFA.

11.4. Uses of HOME Funds. HOME Funds allocated pursuant to this Written Agreement shall be used only for expenses incurred during the Funding Period specified in Part I of this Written Agreement for the purposes and activities approved and agreed to by OHFA, except as provided in the Final Rule at 24 CFR Part 92.206(d)(1), and consistent with the terms and conditions of this Written Agreement. No HOME Funds may be used for expenses or obligations incurred after the Funding Period.

11.5. Audit expenses. Allowable audit expenses may be accrued for an audit to be performed after the end of the Funding Period.

12. PROPERTY PROCUREMENT

12.1. Property acquired. Procurement, management, and disposition of property acquired with HOME Funds shall be governed by MWC's internal policies and applicable state laws.

12.2. Construction material. Materials acquired for construction purposes shall be deemed real property once they have become a part of the project.

13. AUDIT and DISALLOWED COSTS

MWC shall comply with 24 CFR, Part 45 and OMB Circular A-133 which are incorporated and made a part hereof. In the event an audit by a CPA firm, OHFA compliance audit or other disclosure results in the determination that MWC has expended HOME funds on disallowed or ineligible costs or other misuses of said funds, MWC shall immediately reimburse OHFA in full for any and all such costs.

14. REPAYMENTS AND RECAPTURED FUNDS

Repayment of HOME Funds is required to be made in accordance with 24 CFR, Part 92.503, *Program Income, repayments, and recaptured funds* and 24 CFR Part 85. MWC shall record the receipt and expenditure of repayment in accordance with the standards specified in 24 CFR, Part 92.503 and shall ensure that repayments are used for additional HOME activities consistent with the representations made in the Application or returned to OHFA immediately.

15. TERMINATION OR SUSPENSION

15.1. By agreement. This Written Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties.

15.2. For cause. This Written Agreement may be terminated or suspended by OHFA, in whole or in part, for cause, after notice and an opportunity for MWC to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with OHFA's Administrative Rules. Grounds constituting cause include, but are not limited to:

- a. MWC fails to comply with provisions of this Written Agreement or with any applicable laws, regulations, guidelines, or procedures, including OHFA policies and issuances, or is unduly dilatory in executing its commitments under this Written Agreement;
- b. Purposes for the HOME Funds have not been or will not be fulfilled or would be illegal to carry out;
- c. MWC has submitted incorrect or incomplete documentation pertaining to this Written Agreement;
- d. MWC is unduly dilatory in executing its commitments under this or a prior Written Agreement with OHFA, including, but not limited to, submission of any audits due, resolution of audit findings, and monitoring results.

15.3. Bankruptcy. If a Petition in Bankruptcy is filed by, or against MWC or the HOME Project, OHFA may, at its option cancel and terminate this Written Agreement.

15.4 De-obligate Funding: OHFA may unilaterally modify this Written Agreement to de-obligate funds not properly drawn down, expended and accounted for by the MWC as of the final date of the term of the contract, or such earlier date as determined by OHFA in the event of an uncured default by MWC

15.5 Liability for breach. MWC shall not be relieved of liability to OHFA for damages sustained by OHFA by virtue of any breach of this agreement by MWC OHFA may withhold payments due under this agreement pending resolution of the damages.

16. MISCELLANEOUS PROVISIONS

16.1. Interpretation and Enforceability. In the event the terms or provisions of this Written Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of the terms and provisions of this Written Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Written Agreement and the administrative procedures available under OHFA's Administrative Rules and the Oklahoma Administrative Procedures Act, 75 Oklahoma Stat., Sections 251, et seq. In the event OHFA must initiate proceedings to enforce the terms and conditions of this Written Agreement or seek redress for damages caused by MWC's breach of this Written Agreement, OHFA shall be entitled to recover all costs, including without limitation, court costs and attorney's fees, incurred in such proceedings.

16.2. Non-Waiver of Defaults. Any failure by OHFA, at any time, to enforce or require the performance of any of the terms or conditions of this Written Agreement, or to exercise a right hereunder, or payment or reimbursement of MWC, shall not, nor shall it be construed to constitute a waiver or limitation of any terms, conditions or rights of OHFA, the State of Oklahoma or HUD hereunder or at law.

16.3. Assignment. MWC shall not assign this Written Agreement in whole or in part, without the prior written consent of OHFA, nor shall MWC assign or pledge any moneys due to, or to become due to MWC pursuant to this Written Agreement, without the prior written consent of OHFA.

16.4. Binding Effect. The terms and conditions of this Written Agreement shall extend and inure to the benefit of and be binding upon the respective successors, heirs, and assigns of the parties hereto. All indemnifications contained in this Written Agreement shall survive the completion of the Project, and the expiration or termination of this Written Agreement.

16.5. Entire Agreement. This Written Agreement, including Parts I, II, III and IV, attachments, documents and statutes, regulations and Executive Orders incorporated by reference, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the matters set forth herein.

16.6. Construction. This Agreement shall be construed, enforced, and governed in accordance with the laws of the State of Oklahoma and applicable federal statutes and regulations.

16.7. General. The captions and headings used in this Written Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

16.8. Notice. All notices, requests and demands shall be to the following persons:

To OHFA: Oklahoma Housing Finance Agency
ATTENTION: Housing Development Team Leader
100 N. W. 63rd Street, Suite 200
Mail: P.O. Box 26720
Oklahoma City, Oklahoma 73126-0720

To MWC: To the attention of the MWC
at the address set forth in Part I of this Written Agreement.

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or deposited in the United States via certified mail, return receipt requested, properly addressed and with postage prepaid.

IN WITNESS WHEREOF, the authorized representatives of MWC and OHFA have executed this Written Agreement as witnessed by their signatures on Part I to this Written Agreement, *Summary and Signatures*.

Part III - SPECIAL CONDITIONS

City of Midwest City (MWC) has read and reviewed all of the following Special Conditions and agrees and acknowledges that MWC must comply with each:

1. HOME Project Allocation and Use of HOME funds

- A. MWC will utilize HOME funds of \$194,995 awarded by this Written Agreement for Homebuyer Assistance to forty (40) qualified homebuyers in Midwest City.
- B. MWC will be acting as a Sub-Recipient administering a part of OHFA's Down-Payment Assistance Program.
- C. MWC agrees to comply with HOME regulations and the HOME Final Rule and required provisions at 24 CFR Part 92.504 and the terms of this Written Agreement.
- D. This subsidy from OHFA to MWC is in the form of a grant.
- E. The Match requirement for this Written Agreement is \$50,000, contributed by MWC from its Banked Match for \$50,000.

2. HOME Project Description

- A. MWC will provide direct financial assistance to approximately forty (40) HOME-eligible homebuyers through down payment, closing costs, and principal reduction.
- B. The amount of assistance shall not exceed \$5,000 per homebuyer. It is further limited to the amount of subsidy necessary to make the home affordable to the homebuyer household as set forth in the next section.
- C. Homebuyer will contribute a portion of down payment/closing costs amounting to a minimum of \$500 or 1.5% of the sales contract price, whichever is greater.

3. Underwriting Standards

- A. The front end ratio cannot exceed 35%, and the back end ratio cannot exceed 50%. The front end ratio is defined as a household's monthly housing expenses divided by the household's monthly gross income. The back end ratio is defined as a household's total monthly debt divided by the household's total monthly gross income.
- B. The interest rate charged must be reasonable and customary.
- C. No adjustable rate mortgages are allowed.
- D. Costs such as loan processing fees, loan servicing fees, and/or underwriting fees must not exceed \$1,000 total. These costs may be paid out of HOME funds as soft costs, but they cannot be charged directly to the homebuyer(s).
- E. **MWC must underwrite each proposed home sale to ensure the homebuyer(s) receive no more subsidy than is required to make the home affordable to the homebuyer(s).** "Affordable" for this purpose means at least twenty percent (20%), but not more than thirty five percent (35%) of the household's total monthly gross income will be used for monthly housing expenses. Therefore, the front end ratio should not be lower than twenty percent (20%).
- F. **OHFA must review each underwriting and approve each sales price prior to closing. The sales price of any home cannot exceed 95% of the Area Median Sales Price for the Oklahoma County in which the home is located, as established by HUD.**

4. Project Operational Requirements

- A. All units will be restricted to homebuyers at 80% or less of Area Median Income (AMI). MWC will ensure that all homebuyers and/or households have incomes that do not exceed 80% of the AMI for Oklahoma County as published annually by HUD.
- B. MWC will ensure a Second Mortgage is filed on each unit that receives HOME-assistance. The term of affordability is for five (5) years. **OHFA has the right to enforce all provisions of this Written Agreement throughout the period of affordability, five (5) years, regardless of the Written Agreement completion date.**
- C. The Recapture amount will be the amount of the subsidy. Recaptured funds will be based upon net proceeds.
- D. Each homebuyer shall successfully complete Homebuyer Education prior to closing. The classes must be organized by someone who is certified, or is eligible for certification, by Oklahoma Homebuyers Education Association or other such recognized organization that provides training/certification.
- E. MWC will ensure homeowner eligibility according to HOME income guidelines and the Homebuyer Assistance guidelines in OHFA's HOME Application Packet.
- F. MWC must enter into a Written Agreement with each eligible homebuyer that includes, at a minimum, the following: The housing must conform to the requirements of 24 CFR 92.254(a). The housing must be modest; its value must not exceed 95% of the median price of comparable housing. The home must be the principal place of residence of the homebuyer. Recapture provisions must be set forth in detail, and written in such a way that the homebuyer can understand them. The agreement should set forth the amount of HOME assistance provided, the form of such assistance, and the deadline for acquiring the housing unit with the HOME funds, if applicable. The agreement should be drafted in such a manner as to ensure compliance with all HOME Program requirements, and ensure that the homebuyer fully understands such requirements.

5. Period of Affordability

- A. MWC will ensure the affordability requirements are met in accordance with 24 CFR Part 92, including the homebuyer maintaining the property as the principal place of residence.
- B. A Recapture Agreement must be prepared and filed. The Recapture Agreement will provide for recapture of the direct subsidy upon any sale of the property, and only from any net proceeds of the sale. It must be for the duration of the period of affordability. The period of affordability will be five (5) years. Homeowners shall be permitted to retain any and all proceeds above and beyond the required recapture amount, if any exist.
- C. OHFA has the right to enforce all provisions of this Written Agreement throughout the period of affordability, regardless of the Written Agreement completion date.

6. Environmental Review

- A. MWC will ensure that all appropriate environmental reviews are satisfactorily completed pursuant to the guidelines set out in 24 CFR Part 58. **Under the HOME Environmental process, no funds, either HOME or non-HOME funds may be committed until the**

Release of Funds is received, except as noted in Section 8.B. below. Also, no contracts should be entered into during this timeframe, especially a contractor or homeowner. This Written Agreement is contingent upon successful completion of the environmental review process.

7. Project Documentation

- A. Documentation for all Federal Requirements (Fair Housing, Minority Outreach, Environmental, Housing Complaints, Conflict of Interest, and etc.) must be maintained and available for review.
- B. Create and maintain a complete record of all items pertaining to the Project, documentation and information that would help expedite the compliance monitoring process. OHFA prefers that said information be organized, with tabs.

8. Disbursement of Funds

- A. **Requests for disbursement of funds cannot be submitted until such time as the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed to pay eligible expenditures.**
- B. Eligible costs incurred in accordance with 24 CFR Part 58 on or after **November 14, 2018** until the date of execution of this Written Agreement may be reimbursed upon completion of Environmental Review Process. These costs shall be processed through the normal Disbursement procedures.

9. Notice of Personnel Changes

- A. MWC will notify OHFA anytime there is a change in any staff position that would be involved in this project. MWC's capacity will be reevaluated at that time.

10. Schedule for Completing Tasks and Deadlines

- A. MWC must fully complete the Project as set forth in the Application by no later than November 30, 2021. **In monitoring the performance of MWC, OHFA will also refer to the more detailed schedule provided in the Application, which stated completion by May 2020, which is a part of this Written Agreement and incorporated by reference.**

11. Logs and Reports

- A. Establish and maintain a Use of Funds Log, which clearly identifies the amount of funds used in each project (HOME, other federal, private or a combination thereof).
- B. Establish and maintain a Match Tracking Log that will account for expenditures of Match contributions used in each project.
- C. Reimbursement Reports: Must be submitted by noon on Friday to be paid by the following Friday.
- D. Activity Completion Reports: Must be submitted within 120 days of final activity draw.

- E. Closeout Documentation: Submit no later than 60 days after the end of the Written Agreement period or completion of project.
- F. The Minority Business Enterprises report is due on or before October 10th of each year for period from Oct. 1 - Sept 30.
- G. The Annual Performance Report (APR) is due on or before May 15th of each year for the period of April 1-March 31. The APR must also be submitted with the closeout.
- H. Provide other progress/performance and financial reports as required or upon the request of OHFA.

12. Match Requirements

All HOME Project Funds expended under this Written Agreement require a minimum of 25% in eligible match contributions. **Match liability is incurred at the time project funds are drawn.**

As set forth in the 2018 Action Plan for the HOME Program, OHFA requires that all applicants meet the full 25% Match requirement, regardless of any Match waivers or reductions by HUD. The Match you committed and identified in your application may be banked based upon submission of proper documentation **if the HOME funds are drawn during a Match waiver period.**

13. Other Requirements

Perform all other tasks and meet all other requirements as outlined in the Application, which is incorporated herein and made a part hereof.

If MWC fails to comply with the terms of this Written Agreement, OHFA may require MWC to repay all or a part of the HOME funds invested in the project.

MWC has read and reviewed all of the Special Conditions and agrees and acknowledges that it must comply with each.

MWC by Matthew D. Dukes II, Mayor

Date

**PART IV
BUDGET**

<u>Cost Categories</u>	<u>Amount</u>
Down payment assistance 40 homes	\$194,995.00
Total	\$194,995.00
Banked Match	\$50,000.00
Total Match	\$50,000.00
Total	\$244,995.00

In monitoring the performance of City of Midwest City, OHFA will also refer to the more detailed budget provided in the Application, which is a part of this Written Agreement and incorporated by reference.

All HOME Project Funds expended under this Written Agreement require a minimum of 25% in eligible match contributions. **Match liability is incurred at the time project funds are drawn.**

As set forth in the 2018 Action Plan for the HOME Program, OHFA requires that all applicants meet the full 25% Match requirement, regardless of any Match waivers or reductions by HUD. The Match you committed and identified in your application may be banked based upon submission of proper documentation **if the HOME funds are drawn during the Match waiver period.**



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Allison, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: December 11, 2018

Subject: (PC – 1953) Discussion and consideration of 1) amending Resolution Number 2018-18 pertaining to amending the Comprehensive Plan from MH, Manufacture Home, to MDR, Medium Density Residential, for the property described as a tract of land lying in the NW/4 of Section 25, T-12-N, R-2W, located at 2222 N. Douglas Blvd.

On November 19, 2018 staff discovered that the signed and approved resolution for PC-1953 contained a scrivener's error. The heading of the resolution stated that the resolution was to amend the Comprehensive Plan Map Classification from MH, Manufactured Home to MDR, Medium Density Residential for the property described in the subject above, however, further in the resolution, it is incorrectly stated that the classification is amended to Office/Retail rather than MDR, Medium Density Residential.

The notice that was published and mailed out to all property owners within 300 feet of the property contained the correct proposed Comprehensive Plan Map classification, MDR. The notice is attached. The subject line of the discussion item also stated the correct proposed Comprehensive Plan Map classification, MDR.

Attached is a corrected resolution with the accurate Comprehensive Plan Map classification for the property. The request was approved by City Council on August 28, 2018. This amendment is necessary to ensure that the Comprehensive Plan Map reflects the correct classification for this property.

Action Required: Approve or reject the amendment to Resolution Number 2018-18, as noted herein, made a part of PC- 1953 file.

Billy Harless, AICP
Community Development Director
KG



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: August 28, 2018

Subject: (PC – 1953) Public hearing with discussion and consideration of approval of an ordinance to redistrict from R-MH-2, Manufactured Home Park District to Planned Unit Development (PUD) governed by the R-MD, Medium Density Residential District and a resolution to amend the Comprehensive Plan from MH, Manufactured Home, to MDR, Medium Density Residential, for the property described as a tract of land lying in the NW/4 of Section 25, T-12-N, R-2-W, located at 2222 N. Douglas Blvd. This item was continued at the June 26, 2018 Council meeting. At the July 25, 2018 Council meeting, the Council allowed this revised PUD to be re-heard by the Planning Commission on August 7, 2018.

Executive Summary



This PUD was first presented to the Planning Commission on June 5, 2018. The Planning Commission recommended denial of the PUD due to concerns about the density, parking and overall design of the development. The applicant also made revisions to the design very near the date that agendas for the June 5, 2018 meeting had to go out to the Commissioners, not allowing staff ample time to review the revisions. This also factored into the denial recommendation. The applicant asked that the Council table this PUD to the July 25, 2018 Council meeting. As that meeting date

approached, the applicant and staff had several conversations by email. The applicant wanted to make revisions to address the concerns of staff and the Commissioners. Typically, staff only allows minor revisions between when an item goes to Planning Commission and City Council. In this case, the revisions were not all minor and since the Commission recommended denial, the PUD should be re-heard by the Commission before going to Council for a vote. At the July 25, 2018 Council meeting, the Council voted to allow this item to go back before the Planning Commission for a second review. After reviewing the revised PUD, the Planning Commission recommended approval of this item at the August 7, 2018 meeting.

**City of Midwest City Oklahoma
Notice of Public Hearing**

Notice is hereby given to all property owners within 300 feet of the following described property that a PUBLIC HEARING may be held before the Planning Commission of Midwest City, Oklahoma, on **August 7, 2018 at 7:00 p.m.**, in the City Council Chambers, located at 100 N. Midwest Blvd., to consider the rezoning of said property.

Notice is hereby given to all property owners within 300 feet of the following described property that a PUBLIC HEARING may be held before the City Council of Midwest City, Oklahoma, on **August 28, 2018 at or after 7:00 p.m.**, in the City Council Chambers located at 100 N. Midwest Blvd., to consider:

AN ORDINANCE TO REDISTRICIT

FROM: R6, Single Family Detached Residential

TO: Planned Unit Development (PUD) governed by the R-MD, Medium Density Residential District

A RESOLUTION TO AMEND THE COMPREHENSIVE PLAN

FROM: MH, Mobile Home Park

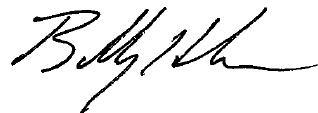
TO: MDR, Medium Density Residential

For the property described as a part of the NW/4 of Section 25, T12N, R2W, addressed as 2222 N. Douglas Blvd., and as shown on the attached map.

Any person wishing to appear in support or opposition to the proposed resolution may do so. In case of a legal protest, as defined by Section 6.4.2 of the Midwest City Zoning Ordinance, against such change, such change shall not become effective except by the favorable vote of 3/5ths of all members of the City Council. All protests must be signed and filed with the Community Development Department more than three (3) business days prior to the public hearing dates as noted above.

Please contact Kellie Gilles (405)739-1223 or Lora Gwartney (405)739-1265 in the Midwest City Community Development Department, Current Planning Division, between July 25 and August 7 to determine if PC-1953 will be heard before the Planning Commission on August 7, 2018 at or after 7:00 p.m.

Dated: July 12, 2018



Billy D. Harless
Community Development Director
City of Midwest City, Oklahoma

RESOLUTION NO. 2018-_____

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM MH, MANUFACTURED HOME TO MDR, MEDIUM DENSITY RESIDENTIAL FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

WHEREAS, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as Manufactured Home:

A part of the West half (W/2) of the West Half (W/2) of the Northwest Quarter (NW/4) of Section Twenty-Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, more particularly described as follows: Beginning at a point on the west boundary of said NW/4, said point being 495.00 feet South (S00°28'25"E) of the Northwest corner of said Section 25;
Thence continuing South (S00°28;25"E) along the said west boundary a distance of 586.71 feet to a point on the north boundary of the Union Pacific Railroad;
Thence along said right-of-way on a non-tangent curve to the right, having a radius of 2915.99 feet, a chord direction of N89°09'13"E, a chord length of 659.37 feet, and an arc length of 660.78 feet to a point on the east boundary line of said W/2 of the W/2 of the NW/4;
Thence North (N00°28'25"W) along said east boundary a distance of 579.50 feet;
Thence West (S89°46'47"W) parallel with the north line of said Section 25 a distance of 659.36 feet to the point of beginning.

WHEREAS, it is the desire of the Midwest City Council to amend the classification of the referenced property to Medium Density Residential;

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

That the classification of above described property located in Midwest City, Oklahoma is hereby changed to Medium Density Residential on the 2008 Comprehensive Plan Map.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2018.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2018.

Heather Poole, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

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COMPREHENSIVE PLANNING
, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and Council

From: Patrick Menefee, P.E., City Engineer

Date: December 11th, 2018

Subject: Discussion and consideration of awarding the bid to and entering into a contract with MTZ Construction, Inc. in the amount of \$213,367.00 for the Albert Drive, Caldwell Drive, and S.E. 6th Street Drainage Improvements Project.

Bids were received on November 27th, 2018 for the above referenced project. Staff recommends award of the bid to MTZ Construction, Inc., which submitted the lowest and best bid meeting specifications in the amount of \$213,367.00. Attached are the bid tabulations for the five bids received for the project, plus the engineer's estimate. The funds for this project were designated by the City Council using the Capital Improvements Projects Fund.

Staff recommends awarding the bid to MTZ Construction, Inc.

Patrick Menefee, P.E.
City Engineer

Attachments

DRAINAGE IMPROVEMENTS - ALBERT, CALDWELL, SE 6TH				Engineer's Estimate		Cimarron Construction		EMC Services		H&H Plumbing		MTZ Construction		A-Tech Paving		
Description	Unit	Qty	Unit Cost	Est	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price		
1	201(A) 0102	Clearing and Grubbing - Caldwell	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,950.00	\$ 9,950.00	\$ 7,150.00	\$ 7,150.00	\$ 4,800.00	\$ 4,800.00	\$ 2,000.00	\$ 2,000.00	\$ 13,500.00	\$ 13,500.00
2	201(A) 0102	Clearing and Grubbing - SE 6th	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 9,250.00	\$ 9,250.00	\$ 3,800.00	\$ 3,800.00	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
3	202(H) 0185	Earthwork - Albert	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 250.00	\$ 250.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,250.00	\$ 1,250.00
4	202(H) 0185	Earthwork - Caldwell	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 4,150.00	\$ 4,150.00	\$ 6,236.00	\$ 6,236.00	\$ 6,500.00	\$ 6,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
5	202(H) 0185	Earthwork - SE 6th	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 3,725.00	\$ 3,725.00	\$ 4,275.00	\$ 4,275.00	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00
6	221(C) 2801	Temporary Silt Fence	LF	200	\$ 2.13	\$ 426.00	\$ 1.00	\$ 200.00	\$ 2.00	\$ 400.00	\$ 5.00	\$ 1,000.00	\$ 1.00	\$ 200.00	\$ 3.50	\$ 700.00
7	221(G) 0150	Temporary Rock Filter Dam Type 1	CY	2	\$ 800.00	\$ 1,600.00	\$ 65.00	\$ 130.00	\$ 203.00	\$ 406.00	\$ 50.00	\$ 100.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00
8	230(A) 2806	Solid Slab Sodding	SY	1385	\$ 2.00	\$ 2,770.00	\$ 4.00	\$ 5,540.00	\$ 5.00	\$ 6,925.00	\$ 6.00	\$ 8,310.00	\$ 5.00	\$ 6,925.00	\$ 5.00	\$ 6,925.00
9	303(A) 2100	Aggregate Base Type A	CY	70	\$ 50.00	\$ 3,500.00	\$ 79.00	\$ 5,530.00	\$ 62.00	\$ 4,340.00	\$ 80.00	\$ 5,600.00	\$ 70.00	\$ 4,900.00	\$ 65.00	\$ 4,550.00
10	411(C) 5955	Superpave, Type S4 (PG 70-28 OK)	TON	3	\$ 100.00	\$ 300.00	\$ 325.00	\$ 975.00	\$ 220.00	\$ 660.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00	\$ 325.00	\$ 975.00
11	414(B) 5725	Dowel Jointed P.C.C.Pavt. (Placement)	SY	270	\$ 19.00	\$ 5,130.00	\$ 82.00	\$ 22,140.00	\$ 33.00	\$ 8,910.00	\$ 62.00	\$ 16,740.00	\$ 31.00	\$ 8,370.00	\$ 32.00	\$ 8,640.00
12	414(G) 5275	P.C. Concrete for Pavement	CY	66	\$ 125.00	\$ 8,250.00	\$ 86.00	\$ 5,676.00	\$ 130.00	\$ 8,580.00	\$ 280.00	\$ 18,480.00	\$ 110.00	\$ 7,260.00	\$ 150.00	\$ 9,900.00
13	414	Concrete Testing	EA	9	\$ 200.00	\$ 1,800.00	\$ 250.00	\$ 2,250.00	\$ 280.00	\$ 2,520.00	\$ 225.00	\$ 2,025.00	\$ 150.00	\$ 1,350.00	\$ 225.00	\$ 2,025.00
14	609(A) 0300	Conc. Curb (6" Barrier-Integral)	LF	210	\$ 9.00	\$ 1,890.00	\$ 15.00	\$ 3,150.00	\$ 15.00	\$ 3,150.00	\$ 52.00	\$ 10,920.00	\$ 15.00	\$ 3,150.00	\$ 18.00	\$ 3,780.00
15	609(B) 1513	1'-8" Comb. Curb & Gutter (6" Barrier)	LF	84	\$ 23.00	\$ 1,932.00	\$ 30.00	\$ 2,520.00	\$ 25.00	\$ 2,100.00	\$ 52.00	\$ 4,368.00	\$ 23.00	\$ 1,932.00	\$ 22.00	\$ 1,848.00
16	610(A) 0602	4" Concrete Sidewalk (FLUME)	SY	23	\$ 50.00	\$ 1,150.00	\$ 65.00	\$ 1,495.00	\$ 75.00	\$ 1,725.00	\$ 60.00	\$ 1,380.00	\$ 55.00	\$ 1,265.00	\$ 85.00	\$ 1,955.00
17	610(B) 0604	6" Concrete Driveway	SY	216	\$ 62.00	\$ 13,392.00	\$ 68.00	\$ 14,688.00	\$ 65.00	\$ 14,040.00	\$ 66.00	\$ 14,256.00	\$ 50.00	\$ 10,800.00	\$ 65.00	\$ 14,040.00
18	611(G)	25 Foot Grate Street Inlet	EA	1	\$ 24,000.00	\$ 24,000.00	\$ 33,675.00	\$ 33,675.00	\$ 23,605.00	\$ 23,605.00	\$ 22,500.00	\$ 22,500.00	\$ 25,500.00	\$ 25,500.00	\$ 32,500.00	\$ 32,500.00
19	611(G) 5112	Inlet CI Des. 2 (STD)	EA	4	\$ 3,500.00	\$ 14,000.00	\$ 3,500.00	\$ 14,000.00	\$ 3,500.00	\$ 14,000.00	\$ 3,425.00	\$ 13,700.00	\$ 3,450.00	\$ 13,800.00	\$ 4,100.00	\$ 16,400.00
20	611(G) 5950	Inlet w/Small Jct. Box, CI, Des.1	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 3,800.00	\$ 3,800.00	\$ 7,200.00	\$ 7,200.00	\$ 2,850.00	\$ 2,850.00	\$ 6,950.00	\$ 6,950.00	\$ 8,500.00	\$ 8,500.00
21	611(G) 6000	Inlet (SMD-Type 1)	EA	2	\$ 3,300.00	\$ 6,600.00	\$ 3,400.00	\$ 6,800.00	\$ 3,468.00	\$ 6,936.00	\$ 4,200.00	\$ 8,400.00	\$ 3,350.00	\$ 6,700.00	\$ 3,400.00	\$ 6,800.00
22	611(L)	Junction Box (7'X4')	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 4,900.00	\$ 4,900.00	\$ 7,061.00	\$ 7,061.00	\$ 6,250.00	\$ 6,250.00	\$ 6,500.00	\$ 6,500.00	\$ 7,000.00	\$ 7,000.00
23	611(L)	Junction Box	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,100.00	\$ 4,200.00	\$ 2,800.00	\$ 5,600.00	\$ 5,900.00	\$ 11,800.00	\$ 3,000.00	\$ 6,000.00	\$ 2,850.00	\$ 5,700.00
24	612(I) 0652	Water Meter Reset	EA	1	\$ 800.00	\$ 800.00	\$ 550.00	\$ 550.00	\$ 2,500.00	\$ 2,500.00	\$ 950.00	\$ 950.00	\$ 550.00	\$ 550.00	\$ 600.00	\$ 600.00
25	613(A) 0492	24" R.C. Pipe Class III	LF	28	\$ 75.00	\$ 2,100.00	\$ 120.00	\$ 3,360.00	\$ 74.00	\$ 2,072.00	\$ 70.00	\$ 1,960.00	\$ 65.00	\$ 1,820.00	\$ 80.00	\$ 2,240.00
26	613(A) 4495	22" X 13" R.C. Pipe Arch Class A-III	LF	24	\$ 89.00	\$ 2,136.00	\$ 110.00	\$ 2,640.00	\$ 90.00	\$ 2,160.00	\$ 76.00	\$ 1,824.00	\$ 75.00	\$ 1,800.00	\$ 110.00	\$ 2,640.00
27	613(E) 5610	(SP) 18" Corrugated Polypropylene Pipe	LF	600	\$ 33.00	\$ 19,800.00	\$ 49.00	\$ 29,400.00	\$ 50.00	\$ 30,000.00	\$ 65.00	\$ 39,000.00	\$ 45.00	\$ 27,000.00	\$ 52.00	\$ 31,200.00
28	613(E) 5620	(SP) 24" Corrugated Polypropylene Pipe	LF	656	\$ 50.00	\$ 32,800.00	\$ 72.00	\$ 47,232.00	\$ 66.00	\$ 43,296.00	\$ 78.00	\$ 51,168.00	\$ 55.00	\$ 36,080.00	\$ 60.00	\$ 39,360.00
29	613(E) 5630	(SP) 30" Corrugated Polypropylene Pipe	LF	72	\$ 75.00	\$ 5,400.00	\$ 80.00	\$ 5,760.00	\$ 90.00	\$ 6,480.00	\$ 85.00	\$ 6,120.00	\$ 65.00	\$ 4,680.00	\$ 75.00	\$ 5,400.00
30	613(L) 5730	24" Prefab. Culvert End Sec., Round	EA	2	\$ 930.00	\$ 1,860.00	\$ 1,170.00	\$ 2,340.00	\$ 820.00	\$ 1,640.00	\$ 2,200.00	\$ 4,400.00	\$ 1,500.00	\$ 3,000.00	\$ 725.00	\$ 1,450.00
31	616(B) 5214	3/4" Polyvinyl Chloride (PVC) Pipe	LF	50	\$ 20.00	\$ 1,000.00	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 20.00	\$ 1,000.00	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00
32	619(B)	Removal of Gravel Driveway	SY	62	\$ 2.00	\$ 124.00	\$ 5.00	\$ 310.00	\$ 8.00	\$ 496.00	\$ 12.00	\$ 744.00	\$ 10.00	\$ 620.00	\$ 8.00	\$ 496.00
33	619(B) 4728	Removal of Asphalt Pavement	SY	212	\$ 4.00	\$ 848.00	\$ 10.00	\$ 2,120.00	\$ 9.00	\$ 1,908.00	\$ 50.00	\$ 10,600.00	\$ 7.50	\$ 1,590.00	\$ 10.00	\$ 2,120.00
34	619(B) 4766	Removal of Concrete Driveway	SY	160	\$ 9.00	\$ 1,440.00	\$ 10.00	\$ 1,600.00	\$ 10.00	\$ 1,600.00	\$ 50.00	\$ 8,000.00	\$ 7.00	\$ 1,120.00	\$ 10.00	\$ 1,600.00
35	619(B) 4791	Removal of Curb	LF	189	\$ 7.15	\$ 1,351.35	\$ 7.00	\$ 1,323.00	\$ 5.00	\$ 945.00	\$ 15.00	\$ 2,835.00	\$ 5.00	\$ 945.00	\$ 10.00	\$ 1,890.00
36	619(B) 5918	Removal of Existing Pipe	LF	14	\$ 10.00	\$ 140.00	\$ 10.00	\$ 140.00	\$ 30.00	\$ 420.00	\$ 25.00	\$ 350.00	\$ 15.00	\$ 210.00	\$ 25.00	\$ 350.00
37	629(E) 5048	Remove and Reset Brick Mailbox	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 750.00	\$ 1,500.00	\$ 1,700.00	\$ 3,400.00	\$ 2,600.00	\$ 5,200.00	\$ 1,000.00	\$ 2,000.00	\$ 1,150.00	\$ 2,300.00
38	629(E) 5048	Remove and Reset Mailbox (4X4 post)	EA	4	\$ 200.00	\$ 800.00	\$ 250.00	\$ 1,000.00	\$ 200.00	\$ 800.00	\$ 500.00	\$ 2,000.00	\$ 200.00	\$ 800.00	\$ 300.00	\$ 1,200.00
39	805(D) 8756	Remove & Reset Existing Signs	EA	1	\$ 220.00	\$ 220.00	\$ 150.00	\$ 150.00	\$ 120.00	\$ 120.00	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 150.00	\$ 150.00
40	880(J) 8905	Construction Traffic Control - Albert	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,299.00	\$ 2,299.00	\$ 4,000.00	\$ 4,000.00	\$ 1,650.00	\$ 1,650.00	\$ 1,500.00	\$ 1,500.00
41	880(J) 8905	Construction Traffic Control - Caldwell	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,275.00	\$ 3,275.00	\$ 4,800.00	\$ 4,800.00	\$ 1,550.00	\$ 1,550.00	\$ 500.00	\$ 500.00
42	880(J) 8905	Construction Traffic Control - SE 6th	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,757.00	\$ 2,757.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
43		Mobilization	LS	1	\$ 30,671.05	\$ 30,671.05	\$ 10,980.00	\$ 10,980.00	\$ 8,500.00	\$ 8,500.00	\$ 12,000.00	\$ 12,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,500.00	\$ 6,500.00
44		Construction Staking Level II	LS	1	\$ 6,871.78	\$ 6,871.78	\$ 3,000.00	\$ 3,000.00	\$ 2,035.00	\$ 2,035.00	\$ 4,500.00	\$ 4,500.00	\$ 2,100.00	\$ 2,100.00	\$ 4,250.00	\$ 4,250.00
				Total	\$ 265,602.18		\$ 278,399.00		\$ 259,322.00		\$ 337,680.00		\$ 213,367.00		\$ 261,784.00	



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: December 11, 2018

SUBJECT: Discussion and consideration of (1) entering into a Memorandum of Understanding with the Cities of Oklahoma City, Del City and Oklahoma County to participate with those governmental entities in the 2018 Edward Byrne Memorial Justice Assistance Grant Program Award; (2) agreeing to abide by the special conditions set forth within the grant language if approved; and (3) authorizing the mayor and/or city manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant.

Approval of the attached Memorandum of Understanding between the Cities of Oklahoma City, Del City and Oklahoma County will allow Midwest City to participate with those governmental entities in the 2018 Justice Assistance Grant (JAG) Program Award of which Midwest City will receive the amount of \$8,942.00. The proposed Memorandum of Understanding is necessary because Oklahoma City applied for and received the grant on behalf of Oklahoma County and has agreed to be the administrator of the grant. Designated use of the funds has been pre-approved to purchase Taser units. There is no matching fund requirement.

Staff recommends approval.

Brandon Clabes, Chief of Police

Attachment: Memorandum of Understanding

**FY 2018 CITY OF OKLAHOMA CITY
JUSTICE ASSISTANCE GRANT (JAG)
SUBRECIPIENT ACCEPTANCE AND
FISCAL AGENT AGREEMENT**

**PLEASE SIGN AND RETURN BY
December 7, 2018
5:00 P.M.**

to

**Oklahoma City Police Department
Finance Office
700 Colcord Drive
Oklahoma City, OK 73102
Phone: 405/316-4025
Fax: 405/264-2481**

**FY 2017 CITY OF OKLAHOMA CITY JUSTICE ASSISTANCE GRANT (JAG)
SUBRECIPIENT ACCEPTANCE AND FISCAL AGENT AGREEMENT**

AVAILABILITY OF FUNDS

The City of Oklahoma City (also referred to herein as “Fiscal Agent” or “Prime Recipient”) and the cities of Del City, Midwest City, and Oklahoma County (hereinafter “Subrecipients”) have signed a Memorandum of Understanding, a copy of which is incorporated herein, and therein agreed that The City of Oklahoma City, as Prime Recipient, shall also be the Fiscal Agent for the federal Justice Assistance Grant (JAG) Program.

Each Subrecipient shall submit to Fiscal Agent for approval the expenditure of funds from the allocations designated for each of the Subrecipients. Representatives of the Fiscal Agent and of the federal government, including the Department of Justice and the Comptroller General, have the right to examine records and documents related to the grant or expenditures of federal funds. No funds will be remitted to a party hereto unless and until the Fiscal Agent is satisfied that all required documentation has been properly completed by that party, that all necessary governing-body approvals have been docketed and adopted, that all public notices have been given, that acceptable documentation has been preserved and necessary documentation has been submitted, and that all local, state and federal accounting and program requirements have been satisfied. Reimbursement of expenditures by the Fiscal Agent shall not negate each Subrecipient’s individual obligation under federal law to repay the federal government for amounts that are disallowed by the federal government.

PURPOSE

The purpose of this grant is to prevent and control crime. Department of Justice funding for JAG Program grants is intended to assist local law enforcement, including support for hiring, to combat violence against women, to fight internet crimes against children, to improve the functioning of the criminal justice system, to assist victims of crime, and to support youth mentoring.

PROHIBITION ON USE OF FUNDS

Units of local government shall not expend funds provided under the JAG Grant to purchase, lease, rent or acquire any of the following:

- 1) tanks or armored vehicles;
- 2) fixed wing aircraft;
- 3) limousines;
- 4) real estate;
- 5) yachts; or
- 6) consultants; or
- 7) unmanned aircraft, unmanned aircraft systems, or aerial vehicles.

MATCH REQUIREMENT

There is no cash or in-kind match requirement for this funding.

REIMBURSEMENT OF FUNDS

Under the JAG Program, subrecipients will operate on a reimbursement basis. **In order to**

receive federal JAG funds, subrecipients must properly procure and pay for all approved equipment prior to receiving reimbursement from grant funds. Subrecipients must submit all required proof-of-purchasing documents prior to receiving payment. Upon receipt and approval of the proof-of-purchasing documents, reimbursement will be forwarded to the subrecipient in approximately three weeks. Expenses should be submitted to the Oklahoma City Police Department, along with any required reports, no later than 30 days after the date of the expenditure of funds. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should a subrecipient not adhere to these requirements, the subrecipient will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

AWARD PERIOD/AMOUNT

The award period for this grant shall begin on October 1, 2017, and not extend beyond September 30, 2021 for the Prime Recipient. The award amounts listed in Attachment A are “not to exceed” amounts. Any funds not claimed by the Subrecipients by September 30, 2020, may be reallocated to the Prime Recipient.

NON-SUPLANTING OF FUNDS

The definition of supplanting means to deliberately reduce a local budget by using federal funds to replace local funds designated for the same purpose. An example of supplanting is when a local entity budgets \$5,000 for equipment and seeks federal grant funds to purchase additional equipment. Rather than spending the \$5,000 as designated by the appropriation, the agency uses \$5,000 of federal funds awarded for the same purpose. The agency replaced the local funds with federal funds thereby reducing the total amount available for the identified purpose. A federal award must enhance or supplement an existing budget and not decrease it because of the use of federal funds.

COMMINGLING OF FUNDS

A physical segregation of cash deposits that are provided to a subrecipient is not required. However, the accounting systems of all subrecipients must ensure that agency funds are not commingled with funds from other federal agencies. Each award must be accounted for separately. Subrecipients are prohibited from commingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one project shall not be used to support another. Where a subrecipient’s accounting system cannot comply with this requirement, the subrecipient shall establish a system to provide adequate fund accountability for each grant which it was awarded.

ACCOUNTABILITY AND REPORTING REQUIREMENTS

Subrecipients of the JAG Program agree to comply with the regulations as established by federal guidelines and the JAG Fiscal Agent, the City of Oklahoma City, through its Police Department. These requirements include record-keeping and financial and programmatic reporting. The parties further agree that The City of Oklahoma City and the subrecipients will each be responsible for its own compliance with every federal, state and local requirement of the grant award and shall be severally liable for its own failure to comply, including any repayment of disallowed costs. This compliance will include, but not be limited to, the timely submission of

properly executed grant applications, acceptance and certification documents, audits, reports, claims and supporting documentation that may be requested by the Fiscal Agent or the Justice Department. No funds will be remitted to a subrecipient unless and until all required documentation has been completed and timely received to the satisfaction of the Fiscal Agent and in compliance with all applicable laws and grant requirements. All parties acknowledge and understand that these grant funds are subject to strict reporting and record-keeping requirements, and failure to timely provide such reporting as required by the Fiscal Agent may result in a loss of reimbursement eligibility pursuant to federal law. Federal grants are governed by the provisions of the Office of Management and Budget circulars applicable to financial assistance and Office of Justice Program's Financial Guide (which is available from the Office of Justice Program web site at www.ojp.usdoj.gov/oc). The Financial Guide includes information on allowable costs, methods of payment, audit requirements, accounting systems, and financial records. Audits of local units of government must comply with the organizational audit requirements of OMB circular 2 CFR 200, which states that recipients who expend \$750,000 or more of federal funds during their fiscal year are required to submit a single organization wide financial and compliance audit report to the Federal Audit Clearinghouse within nine (9) months after the close of each fiscal year during the term of the award.

COMPLIANCE WITH REPORTING REQUIREMENTS

The Program Monitor of the JAG Program and/or the Fiscal Agent will review and report on the status of the fiscal and programmatic reporting requirements for all subrecipients in compliance with JAG guidelines and regulations. Subrecipients must have all reporting requirements up-to-date prior to drawing funds on an approved award (see attachment B). It is imperative for each subrecipient to provide the reports to the Prime Recipient in a timely manner. Reports will be required during the entire award period.

CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS AND DRUG FREE WORKPLACE REQUIREMENTS

The authorized certifying official of the Subrecipient is required to complete the Certification Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters; and Drug Free Workplace Requirements. The Subrecipient also agrees to comply with the following requirements:

Lobbying: The subrecipients, contractors, and subcontractors will not use any federal funds for lobbying. Any lobbying activities will be disclosed by completing the form, Disclosure of Lobbying Activities. This form is attached.

Debarment: The subrecipients have not been debarred or suspended from federal benefits and/or no such proceedings have been initiated against them; have not been convicted of, indicted for, or criminally or civilly charged by a government entity for fraud, violation of antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and have not had a public transaction terminated for cause or default.

Drug Free Workplace: Each subawardee shall implement and post within the agency a Drug Free Workplace Policy.

These forms are in Attachment B.

STANDARD ASSURANCES

The authorized certifying official of the subrecipient is required to accept the Standard Assurances which assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-110, A-122, 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). These assurances are in Attachment B.

EQUAL EMPLOYMENT OPPORTUNITY ASSURANCE OF COMPLIANCE CLAUSE

All subrecipients of federal grants must comply with nondiscrimination requirements contained in federal laws. If a court or administrative agency makes a finding of discrimination against a subrecipient on grounds of race, color, religion, national origin, gender, disability, or age after a due process hearing, the subrecipient must forward a copy of the finding to the Office for Civil Rights of the Office of Justice Programs.

The authorized certifying official of the subrecipient is required to ensure compliance with the provisions of the following federal laws:

- Title VI of the civil Rights Act of 1964
- Omnibus Crime Control and Safe Streets Act of 1968
- Section 504 of the Rehabilitation Act of 1973
- Title II of the Americans with Disabilities Action of 1990
- Age Discrimination Action of 1975
- Title IX of the Education Amendments of 1972

The Equal Employment Certification forms are in Attachment B.

SIGNATURE OF CHIEF EXECUTIVE OFFICER

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the County Commission, or an authorized tribal leader. The Chief of Police or Sheriff is NOT authorized to sign this document. The Chief Executive Officer must sign the certifications and assurances, which are included in this subaward grant acceptance agreement.

REQUIRED SIGNATURES

The signature of the Chief Executive Officer is required on the following documents:

- Certificate of Grant acceptance (page 9)
- Special Conditions, Standard Assurances and Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug Free Workplace Requirements (Attachment B, pages 7 through 30, 38, 40 through 43). Initial (Attachment B, pages 31 through 35).

DEADLINE TO SUBMIT GRANT ACCEPTANCE

Submit the one **original** of the grant acceptance to the Oklahoma City Police Department Finance Office by the deadline. All grant acceptances must be received by **December 7, 2018, 5:00 p.m. whether hand delivered or mailed.**

**FY 2017 CITY OF OKLAHOMA CITY JUSTICE ASSISTANCE GRANT (JAG)
SUBRECIPIENT ACCEPTANCE AND FISCAL AGENT AGREEMENT**

- 1. LOCALITY TYPE** Check the type of agency.
- 2. FEDERAL DEBT** Enter yes or no as applicable.
- 3. NAME OF AGENCY** Enter the name of the agency.
- 4. STREET ADDRESS/MAILING ADDRESS**
Enter the mailing address, and street address if different, of the organization. Enter the city, state and zip code of the organization.
- 5. FEDERAL IDENTIFICATION NUMBER**
Enter the organization's federal identification or tax identification number.
- 6. CHIEF EXECUTIVE OFFICER'S NAME**
Enter the name of the Chief Executive Officer who has official signature authority to make financial and programmatic commitments on behalf of the agency jurisdiction. (See definition of Chief Executive Officer above).
- 7. CHIEF EXECUTIVE OFFICER'S TITLE**
Enter the official title of the Chief Executive Officer.
- 8. CHIEF EXECUTIVE OFFICER'S AREA CODE/PHONE, FAX NUMBER and EMAIL ADDRESS**
Enter the area code/phone number, fax number and e-mail address of the Chief Executive Officer.
- 9. PROJECT DIRECTOR**
Enter the name of the person with administrative responsibility for the grant acceptance. This person will be the primary contact on matters regarding this program.
- 10. PROJECT DIRECTOR'S TITLE, ADDRESS, AREA CODE/PHONE, FAX NUMBER and EMAIL ADDRESS**
Enter the contact person's official title, area code/phone number, fax number, and e-mail address.
- 11. FISCAL OFFICER**
Enter the name of the fiscal officer.
- 12. FISCAL OFFICER'S TITLE, AREA CODE/PHONE, FAX NUMBER and EMAIL ADDRESS**
Enter the fiscal officer's official title, the area code/phone number, fax number, and E-mail address.

**FY 2017 CITY OF OKLAHOMA CITY JUSTICE ASSISTANCE GRANT (JAG)
SUBRECIPIENT ACCEPTANCE AND FISCAL AGENT AGREEMENT**

PLEASE PRINT OR TYPE:

1. LOCALITY TYPE (Check One) City County
2. IS THE AGENCY DELINQUENT ON ANY FEDERAL DEBT? No
2. NAME OF ORGANIZATION City of Midwest City
3. STREET ADDRESS 100 N. Midwest Blvd.
- MAILING ADDRESS (if different) MWC, OK. 73110
- CITY STATE ZIP
5. FEDERAL IDENTIFICATION NUMBER
a. DUNS Number (attach printed copy)
b. CCR registration (attach printed copy of current registration showing expiration date)
6. CHIEF EXECUTIVE OFFICER Guy Henson
7. CHIEF EXECUTIVE OFFICER'S TITLE City Manager
8. CHIEF EXECUTIVE OFFICER'S AREA CODE/ PHONE
AREA CODE/FAX NUMBER 405-739-1204
405-739-1208
E-MAIL ADDRESS ghenson@midwestcityok.org
9. PROJECT DIRECTOR Captain Mark Teply
10. PROJECT DIRECTOR'S TITLE Captain
PROJECT DIRECTOR'S AREA CODE/PHONE 405-739-1303
AREA CODE/FAX NUMBER 405-739-1398 E-MAIL ADDRESS mteply@midwestcityok.org
11. FISCAL OFFICER Audrey Griffen
12. FISCAL OFFICER'S TITLE Administrative Assistant
FISCAL OFFICER'S AREA CODE/PHONE 405-739-1321
AREA CODE/FAX NUMBER 405-739-1398
E-MAIL ADDRESS agriffen@midwestcityok.org

CERTIFICATE OF GRANT ACCEPTANCE

The signature of the Chief Executive Officer of the Subrecipient certifies the accuracy of the information in this grant acceptance and agrees to comply with the provision of this Subrecipient Acceptance and Fiscal Agent Agreement, all provisions of the 2017 JAG Local Law Enforcement Grant and all other applicable state and federal laws.

The signature of the Chief Executive Office of the Subrecipient indicates agreement and understanding that the JAG Local Law Enforcement Grant program is a reimbursement grant and that the agency has local funds available to purchase the approved equipment. Further, the Chief Executive Officer understands that the Subrecipient will be reimbursed only after the purchasing documents have been properly submitted and approved by Fiscal Agent.

Name: J. Guy Henson

Address: City of Midwest City / 100 N. Midwest Blvd. / 73110

Title: City Manager

Signature of Chief Executive Officer: 

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the Subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the Board of County Commissioners. The Chief of Police or Sheriff is NOT authorized to sign this document.

GMS APPLICATION NUMBER 2018-H3221-OK-DJ

**MEMORANDUM OF UNDERSTANDING
BJA FY 18
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
(JAG) PROGRAM LOCAL SOLICITATION AWARD**

WHEREAS, This memorandum of understanding is made and entered into this ____ day of _____ 2018, by and between The City of Oklahoma City (also referred to herein as “Fiscal Agent”) and the cities of Del City, Midwest City, (collectively “Cities”), and Oklahoma County (hereinafter “County”); and

WHEREAS, the Department of Justice has determined that successful applicants for awards under the Office of Justice Programs must comply with several application requirements, including the execution of a memorandum of understanding among the authorized officials of each jurisdiction to select a fiscal agent and to submit a joint application for sharing of specified grant amounts; and

WHEREAS, authorized by its governing body, each of the undersigned chief law enforcement officials agrees that this memorandum of understanding is in the best interests of all parties, that the undertaking will benefit the public, and that the division of grant funds fairly allocates the available resources; and

WHEREAS, the Cities and the County believe it to be in their best interests to reallocate the JAG funds as required by the granting entity, the United States Department of Justice.

NOW THEREFORE, the County and Cities agree as follows:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, MIDWEST CITY,
AND OKLAHOMA COUNTY.**

GMS APPLICATION NUMBER 2018-H3221-OK-DJ

Section 1.

The parties agree that the Fiscal Agent for the grant will be The City of Oklahoma City. No funds will be remitted to a party hereto unless and until the Fiscal Agent is satisfied that all required documentation has been properly completed by that party, that all necessary governing-body approvals have been docketed and adopted, that all public notices have been given, that acceptable documentation has been preserved and necessary documentation has been submitted, and that all local, state and federal accounting and program requirements have been satisfied. Reimbursement of expenditures by the Fiscal Agent shall not negate each party's obligation under federal law to repay the federal government for amounts that are disallowed by the federal government. Each party hereto agrees to submit to its governing body for approval a separate Subaward and Fiscal Agent Agreement to be approved by the governing body and signed by the mayor or city manager of a City or by the chair of the Board of County Commissioners.

Section 2.

The City of Oklahoma City has agreed to not charge the Cities or the County the ten percent (10%) of the grant amount allowed for administration. The BJA FY 18 JAG funds will be allocated as in the original BJA FY 18 JAG allocation less the 35.0% disparate share to Oklahoma County. In addition, the allocations for Oklahoma County, Del City, and Midwest City, will be increased by two and one half percent (2.5%) in lieu of a monthly interest distribution. Based on this formula the reallocation of the BJA FY 18 JAG award is as follows:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, MIDWEST CITY,
AND OKLAHOMA COUNTY.**

GMS APPLICATION NUMBER 2018-H3221-OK-DJ

- Oklahoma County will receive \$ 162,099 of JAG funds;
- Del City will receive \$ 9,424 of JAG funds;
- Midwest City will receive \$ 8,942 of JAG funds; and
- The City of Oklahoma City will receive \$ 271,377 of the federal grant award and all interest earned by the BJA FY 18 JAG award.

Under the JAG Program, the cities of Del City, Midwest City, and Oklahoma County will operate on a reimbursement basis. Interest will be earned and retained by The City of Oklahoma City. Interest proceeds will only be expended by The City of Oklahoma City for the purposes as allowed by the federal award. Interest income is considered federal funding in the JAG Program.

Section 3.

Oklahoma County agrees to spend their allocation of JAG funds for Equipment for Law Enforcement Purposes on or before September 30, 2020. The cities of Del City and Midwest City agree to spend their allocations of JAG funds for Equipment for Law Enforcement Purposes on or before September 30, 2019. The City of Oklahoma City will expend their allocation of JAG funds for administration, equipment, overtime, or salaries and benefits for Law Enforcement Purposes.

Section 4.

The parties further agree that The City of Oklahoma City, Del City, Midwest City, and Oklahoma County will be responsible for their own compliance in every federal, state and local requirement of the grant award and shall be liable for their own failure to comply including any repayment of disallowed costs. This compliance will include, but not be

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, MIDWEST CITY,
AND OKLAHOMA COUNTY.**

GMS APPLICATION NUMBER 2018-H3221-OK-DJ

limited to, the timely submission of properly executed grant applications, acceptance and certification documents, audits, reports, claims and supporting documentation that may be requested by the fiscal agent or the granting entity. No funds will be remitted to a subgrantee unless and until all required documentation has been completed and timely received to the satisfaction of the Fiscal Agent and in compliance with all applicable laws and grant requirements. All parties acknowledge and understand that these grant funds are subject to strict reporting and record-keeping requirements and failure to timely provide such reporting as required by the Fiscal Agent pursuant to federal law may result in a loss of reimbursement eligibility.

Section 5.

Each party to this memorandum of understanding will be responsible for its own acts under this memorandum of understanding and shall not be liable for any civil liability that may arise from the acts of any other party.

Section 6.

The parties to this memorandum of understanding do not intend for any third party to obtain a right or benefit by virtue of this memorandum of understanding.

Section 7.

By entering into this memorandum of understanding, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this memorandum of understanding shall not create any rights in any party not a signatory hereto.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, MIDWEST CITY,
AND OKLAHOMA COUNTY.**

GMS APPLICATION NUMBER 2018-H3221-OK-DJ

Signature Page

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each participating agency.

P. D. Taylor 8-30-18
PD Taylor, Oklahoma County Sheriff Date

Chief Executive Officer Name: Raymond L. Vaughn Jr

Address: _____

Title: Bole Chairman

Signature of Chief Executive Officer: Raymond L. Vaughn Jr

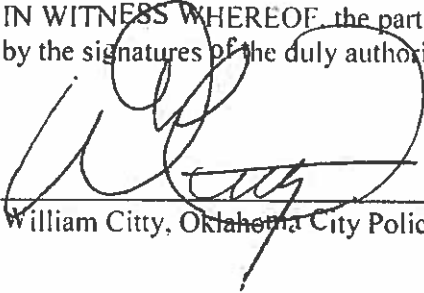
The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the Subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the Board of County Commissioners.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, MIDWEST CITY,
AND OKLAHOMA COUNTY.**

GMS APPLICATION NUMBER 2018-H3221-OK-DJ

Signature Page

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each participating agency.



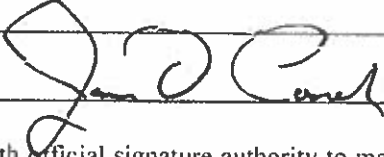
William City, Oklahoma City Police Chief

8/21/18
Date

Chief Executive Officer Name: Jim Couch

Address: 200 N. Walker Ave. 3rd Floor

Title: City Manager

Signature of Chief Executive Officer: 

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the Subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the Board of County Commissioners.

GMS APPLICATION NUMBER 2018-H3221-OK-DJ

Signature Page

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each participating agency.



Steven Robinson, Interim Del City Police Chief

Aug 21, 2018

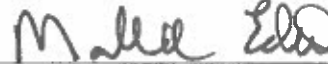
Date

Chief Executive Officer Name: Mark Edwards

Address: 3701 SE 15th, Del City, OK 73115

Title: City Manager

Signature of Chief Executive Officer: _____



The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the Subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the Board of County Commissioners.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, MIDWEST CITY,
AND OKLAHOMA COUNTY.**

GMS APPLICATION NUMBER 2018-H3221-OK-DJ

Signature Page

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each participating agency.

Brandon Clabes

Brandon Clabes, Midwest City Police Chief

8/22/18

Date

Chief Executive Officer Name: J. Guy Henson

Address: 100 N. Midwest Blvd. Midwest City OK. 73110

Title: City Manager

Signature of Chief Executive Officer: _____

J. Guy Henson

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the Subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the Board of County Commissioners.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, MIDWEST CITY,
AND OKLAHOMA COUNTY.**

Reporting Requirements

The reporting requirements noted in this section are designed to provide the grantor agency with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, reports must be keyed to the grant implementation plan provided in the grant application. Specifically, the report should:

1. Indicate status of each goal that was due for completion during a previous reporting period but carried over due to implementation of other problems.
2. State the status of each goal which was scheduled to be achieved during the report
3. State the corrective action planned to resolve implementation problems and state the effect of these problems on the remaining schedule for achieving the project remaining goals.
4. If appropriate, identify changes that are needed in the implementation plan specified in the grant application to overcome problems. Changes that alter plans and/or goals set forth in the application require prior grantor agency approval and issuance of a Grant Adjustment Notice (GAN).
5. State what technical assistance the grantor agency might provide during the next six month period to help resolve implementation problems. If technical assistance has been provided to resolve implementation problems, state the problems (or tasks) addressed and the results (or impact) of the assistance provided.
6. Based on the performance measures set forth in the grant application (implementation plan), indicate in quantitative terms the results (of the project) achieving both during the reporting period and cumulative-to-date. Explanatory and qualifying statements will be helpful here, especially if project objectives have changed.

Special Requirements

Special reporting requirements or instructions may be prescribed for categorical projects in certain program or experimental areas to better assess impact and comparative effectiveness of the overall categorical grant program. These will be communicated to affected grantees by the agency.

Note: The CFDA number for this grant is 16.738



U.S. Department of Justice
Office of Justice Programs

Attachment B, Page 2
Subrecipient Copy

Office of the Assistant Attorney General

Washington, D.C. 20531

October 1, 2018

The Honorable David Holt
City of Oklahoma City
200 North Walker Street
Oklahoma City, OK 73102-2232

Dear Mayor Holt:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$451,842 for City of Oklahoma City.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Olga Santiago, Program Manager at (202) 598-1094; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Matt Dummermuth".

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

OCR Letter to All Recipients

October 1, 2018

The Honorable David Holt
City of Oklahoma City
200 North Walker Street
Oklahoma City, OK 73102-2232

Dear Mayor Holt:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Subrecipient Copy

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, *Partnerships with Faith-Based and Other Neighborhood Organizations*, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), 205(c)(5)).

Subrecipient Copy

Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAA's must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAA's must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.



If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,




Michael L. Alston
Director

cc: Grant Manager
Financial Analyst


 U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance Subrecipient Copy		Grant		PAGE 1 OF 22	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Oklahoma City 200 North Walker Street Oklahoma City, OK 73102-2232		4. AWARD NUMBER: 2018-DJ-BX-0836			
		5. PROJECT PERIOD: FROM 10-01-2017 TO 09-30-2021 BUDGET PERIOD: FROM 10-01-2017 TO 09-30-2021			
2a. GRANTEE IRS/VENDOR NO. 736005360		6. AWARD DATE 10-01-2018		7. ACTION Initial	
2b. GRANTEE DUNS NO. 014104777		8. SUPPLEMENT NUMBER 00			
3. PROJECT TITLE Oklahoma City, Oklahoma County, Del City, Midwest City FY 2018 JAG		9. PREVIOUS AWARD AMOUNT \$ 0			
		10. AMOUNT OF THIS AWARD \$ 451,842			
		11. TOTAL AWARD \$ 451,842			
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).					
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)					
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program					
15. METHOD OF PAYMENT GPRS					
AGENCY APPROVAL			GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General			18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL David Holt Mayor		
17. SIGNATURE OF APPROVING OFFICIAL 			19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE
AGENCY USE ONLY					
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. OFC. DIV. REG. SUB. POMS AMOUNT X B DJ 80 00 00 451842			21. TDJUGT0727		

OJP FORM 4000-2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.


OJP FORM 4000-2 (REV. 4-88)

	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 2 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>		<p>AWARD DATE 10/01/2018</p>	
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>1. Requirements of the award; remedies for non-compliance or for materially false statements</p> <p>The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.</p> <p>Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.</p> <p>Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).</p> <p>Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.</p> <p>2. Applicability of Part 200 Uniform Requirements</p> <p>The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.</p> <p>The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.</p> <p>For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.</p> <p>Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.</p> <p>In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.</p>			





	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET Grant</p>	<p>PAGE 3 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>		<p>AWARD DATE 10/01/2018</p>	
<p><i>SPECIAL CONDITIONS</i></p>			
<p>3. Compliance with DOJ Grants Financial Guide</p> <p>References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.</p> <p>4. Reclassification of various statutory provisions to a new Title 34 of the United States Code</p> <p>On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.</p> <p>Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.</p> <p>5. Required training for Point of Contact and all Financial Points of Contact</p> <p>Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.</p> <p>In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.</p> <p>A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.</p> <p>The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.</p> <p>6. Requirements related to "de minimis" indirect cost rate</p> <p>A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.</p>			




	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET Grant</p>	<p>PAGE 4 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>	<p>AWARD DATE 10/01/2018</p>		
<p><i>SPECIAL CONDITIONS</i></p>			
<p>7. Requirement to report potentially duplicative funding</p> <p>If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.</p> <p>8. Requirements related to System for Award Management and Universal Identifier Requirements</p> <p>The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.</p> <p>The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.</p> <p>The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.</p> <p>This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</p> <p>9. Requirement to report actual or imminent breach of personally identifiable information (PII)</p> <p>The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.</p> <p>10. All subawards ("subgrants") must have specific federal authorization</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").</p> <p>The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.</p>			




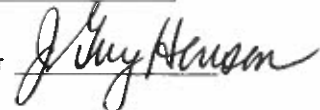
	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 5 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>		<p>AWARD DATE 10-01-2018</p>	
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).</p> <p>The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.</p> <p>12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.</p> <p>The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.</p> <p>13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.</p> <p>Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").</p> <p>14. Requirement for data on performance and effectiveness under the award</p> <p>The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.</p> <p>15. OJP Training Guiding Principles</p> <p>Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.</p>			




	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET Grant</p>	<p>PAGE 6 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>		<p>AWARD DATE 10/01/2018</p>	
<p><i>SPECIAL CONDITIONS</i></p>			
<p>16. Effect of failure to address audit issues</p> <p>The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.</p> <p>17. Potential imposition of additional requirements</p> <p>The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.</p> <p>18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.</p> <p>19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."</p> <p>20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.</p> <p>Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.</p> <p>The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.</p>			




	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET Grant</p>	<p>PAGE 7 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>		<p>AWARD DATE 10/01/2018</p>	
<p><i>SPECIAL CONDITIONS</i></p>			
<p>21. Restrictions on "lobbying"</p>			
<p>In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)</p>			
<p>Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.</p>			
<p>Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.</p>			
<p>22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)</p>			
<p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm, and are incorporated by reference here.</p>			
<p>Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.</p>			
<p>23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct</p>			
<p>The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.</p>			
<p>Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).</p>			
<p>Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.</p>			




	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 8 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>		<p>AWARD DATE 10/01/2018</p>	
<p><i>SPECIAL CONDITIONS</i></p>			
<p>24. Restrictions and certifications regarding non-disclosure agreements and related matters</p>			
<p>No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.</p>			
<p>The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.</p>			
<p>1. In accepting this award, the recipient--</p>			
<p>a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and</p>			
<p>b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</p>			
<p>2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--</p>			
<p>a. it represents that--</p>			
<p>(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and</p>			
<p>(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and</p>			
<p>b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</p>			




	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 9 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>		<p>AWARD DATE 10/01/2018</p>	
<p><i>SPECIAL CONDITIONS</i></p>			
<p>25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)</p>			
<p>The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.</p>			
<p>The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.</p>			
<p>Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.</p>			
<p>26. Encouragement of policies to ban text messaging while driving</p>			
<p>Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.</p>			
<p>27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ</p>			
<p>If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.</p>			
<p>28. Cooperating with OJP Monitoring</p>			
<p>The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).</p>			



	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance Subrecipient Copy	AWARD CONTINUATION SHEET Grant	PAGE 10 OF 22
PROJECT NUMBER	2018-DJ-BX-0836	AWARD DATE	10/01/2018
<i>SPECIAL CONDITIONS</i>			
29. FFATA reporting: Subawards and executive compensation			
<p>The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.</p> <p>This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</p>			
30. Required monitoring of subawards			
<p>The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.</p>			
31. Use of program income			
<p>Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.</p>			
32. Justice Information Sharing			
<p>Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.</p>			
33. Avoidance of duplication of networks			
<p>To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.</p>			
34. Compliance with 28 C.F.R. Part 23			
<p>With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.</p>			



 <p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance Subrecipient Copy</p>	<p align="center">AWARD CONTINUATION SHEET Grant</p>	<p align="center">PAGE 11 OF 22</p>
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PROJECT NUMBER 2018-DJ-BX-0836	AWARD DATE 10/01/2018
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SPECIAL CONDITIONS

35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.





U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Subrecipient Copy

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 22

PROJECT NUMBER 2018-DJ-BX-0836

AWARD DATE 10-01-2018

SPECIAL CONDITIONS

40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".


In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a local government

In order validly to accept this award, the applicant local government must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a local government that purports to accept the award is invalid.


If an initial award-acceptance submission by the recipient is invalid, once the local government does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, it may submit a fully-executed award document executed by the local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribe.


	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 13 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>		<p>AWARD DATE 10/01/2018</p>	
<p><i>SPECIAL CONDITIONS</i></p>			
<p>42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance</p>			
<p>1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.</p>			
<p>2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.</p>			
<p>3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.</p>			
<p>4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.</p>			
<p>5. Rules of Construction</p>			
<p>A. For purposes of this condition:</p>			
<p>(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.</p>			
<p>(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")</p>			
<p>(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).</p>			
<p>(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.</p>			
<p>(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).</p>			
<p>B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.</p>			
<p>IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before</p>			



	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 14 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>	<p>AWARD DATE 10-01-2018</p>		
<p><i>SPECIAL CONDITIONS</i></p>			
<p>award acceptance.</p>			
<p>43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification</p>			
<p>1. If the recipient is a "State," a local government, or a "public" institution of higher education:</p>			
<p>A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."</p>			
<p>B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.</p>			
<p>C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."</p>			
<p>D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.</p>			
<p>2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.</p>			
<p>3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.</p>			
<p>4. Rules of Construction</p>			
<p>A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.</p>			
<p>B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.</p>			

	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 15 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>		<p>AWARD DATE 10/01/2018</p>	
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information</p> <p>SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).</p> <p>1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield</p> <p>Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).</p> <p>2. Monitoring</p> <p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p> <p>3. Allowable costs</p> <p>To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.</p> <p>4. Rules of construction</p> <p>A. For purposes of this condition--</p> <p>(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));</p> <p>(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;</p> <p>(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and</p> <p>(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.</p> <p>B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.</p>			



	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 16 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>		<p>AWARD DATE 10-01-2018</p>	
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens</p> <p>SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).</p> <p>1. Noninterference with statutory law enforcement access to correctional facilities</p> <p>Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."</p> <p>2. Monitoring</p> <p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p> <p>3. Allowable costs</p> <p>To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.</p> <p>4. Rules of construction</p> <p>A. For purposes of this condition:</p> <p>(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).</p> <p>(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).</p> <p>(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--</p> <p>(a) is designed to prevent or to significantly delay or complicate, or</p> <p>(b) has the effect of preventing or of significantly delaying or complicating.</p> <p>B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.</p>			





U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance
Subrecipient Copy

**AWARD CONTINUATION
SHEET
Grant**

PAGE 17 OF 22

PROJECT NUMBER 2018-DJ-BX-0836

AWARD DATE 10-01-2018

SPECIAL CONDITIONS

46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"; 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).


B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability


(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be


Signature of Chief Executive Officer

 <p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 18 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836 AWARD DATE 10-01-2018</p>		
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.</p> <p>D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.</p> <p>47. Requirement to collect certain information from subrecipients</p> <p>The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.</p>		




 <p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 19 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836 AWARD DATE 10-01-2018</p>		
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>48. Compliance with National Environmental Policy Act and related statutes</p> <p>Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.</p> <p>The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:</p> <ul style="list-style-type: none"> a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. <p>The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.</p> <p>Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.</p> <p>49. Establishment of trust fund</p> <p>If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.</p>		



	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 20 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>		<p>AWARD DATE 10-01-2018</p>	
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>50. Prohibition on use of award funds for match under BVP program</p> <p>JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.</p> <p>51. Certification of body armor "mandatory wear" policies</p> <p>The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.</p> <p>52. Body armor - compliance with NIJ standards and other requirements</p> <p>Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.</p> <p>53. Body armor - impact on eligibility for other program funds</p> <p>The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).</p> <p>54. Reporting requirements</p> <p>The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.</p> <p>55. Required data on law enforcement agency training</p> <p>Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.</p> <p>56. Expenditures prohibited without waiver</p> <p>No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.</p>			



	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 21 OF 22</p>
<p>PROJECT NUMBER 2018-DJ-BX-0836</p>		<p>AWARD DATE 10-01-2018</p>	
<p><i>SPECIAL CONDITIONS</i></p>			
<p>57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017</p>			
<p>The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)</p>			
<p>Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.</p>			
<p>Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.</p>			
<p>58. Use of funds for DNA testing; upload of DNA profiles</p>			
<p>If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.</p>			
<p>No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.</p>			
<p>Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.</p>			
<p>59. Three percent set-aside for NIBRS compliance</p>			
<p>The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI or appropriate State official has certified that the recipient locality is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless evidence of NIBRS compliance has been submitted to and approved by BJA. Recipients serving as fiscal agents for "disparate jurisdictions," (as defined at 34 USC 10156(d)(4)) have to pass this requirement through to in subawards to other localities in the disparate jurisdiction, so that each locality in a disparate jurisdiction group dedicates at least 3 percent of award funds to NIBRS compliance, unless, with respect to each locality in the disparate jurisdiction group, evidence of NIBRS compliance has been submitted to and approved by BJA.</p>			





U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 22 OF 22

Subrecipient Copy

PROJECT NUMBER 2018-DJ-BX-0836

AWARD DATE 10-01-2018

SPECIAL CONDITIONS

60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Withholding of funds: NIBRS set-aside

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, a budget that clearly dedicates at least 3 percent of the total amount of the award to NIBRS compliance activities or documentation showing that the recipient has been certified as NIBRS compliant, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

63. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

64. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Oklahoma City

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:


- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

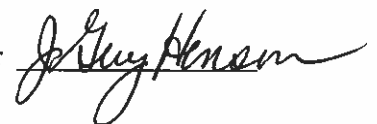
Signature of Chief Executive Officer

A handwritten signature in black ink, appearing to read "J. Guy Henman".

 <p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
	Grant	
	PROJECT NUMBER 2018-DJ-BX-0836	PAGE 1 OF 1
This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)		
1. STAFF CONTACT (Name & telephone number) Olga Santiago (202) 598-1094	2. PROJECT DIRECTOR (Name, address & telephone number) Michael Stroope Business Manager 700 Colcord Dr Oklahoma City, OK 73102-2232 (405) 316-4199	
3a. TITLE OF THE PROGRAM BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT Oklahoma City, Oklahoma County, Del City, Midwest City FY 2018 JAG		
5. NAME & ADDRESS OF GRANTEE City of Oklahoma City 200 North Walker Street Oklahoma City, OK 73102-2232	6. NAME & ADDRESS OF SUBGRANTEE City of Midwest City 100 N. Midwest Blvd. Midwest City, OK. 73110	
7. PROGRAM PERIOD FROM: 10/01/2017 TO: 09/30/2021	8. BUDGET PERIOD FROM: 10/01/2017 TO: 09/30/2021	
9. AMOUNT OF AWARD \$ 451,842	10. DATE OF AWARD 10/01/2018	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams. This Local JAG award will be shared by the County and one or more jurisdictions identified as disparate within the current Fiscal Year eligibility list (www.bja.gov/Jag). JAG funding will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any		

OJP FORM 4000/2 (REV. 4-88)

Signature of Chief Executive Officer



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equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc. will be aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

Signature of Chief Executive Officer

A handwritten signature in black ink, appearing to read "J. Key Henson", written over a horizontal line.

Attachment B, Page 31

OMB APPROVAL
NUMBER 1121-0140

EXPIRES 05/31/2019


STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity?
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Initials of Executive Officer 

Close Window

Initials of Executive Officer 

Attachment B, Page 33

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER**

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

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

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

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

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliance@usdoj.gov, and, after such disclosure, the applicant has

Initials of Executive Officer 

received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

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

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

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

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

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

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN:

Initials of Executive Officer 

Attachment B, Page 35

Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Close Window

Initials of Executive Officer 

JAG Quarterly Status Report

Dollar amount of this award:
\$ _____ (A)

Dollar amount you have requested as of the end of the current quarter:
\$ _____ (B)

Dollar amount not yet requested as of the end of the current quarter:
\$ _____ (A-B)

Entity Name: _____
Final Report: Yes ___ No ___
Quarter Ended: _____
Total dollar amount of this award spent or encumbered as of the end of the current quarter:
\$ _____

Instructions: Fax, mail or email this completed form to Oklahoma City Police Department within 15 days of the end of each calendar quarter. Submit a Final Report after your entire award has been reimbursed.

Describe grant activity during the past quarter:

List any issues that currently prevent the expenditure of any portion of this grant award:

Have any items purchased with this grant award been lost, destroyed or otherwise disposed of?
Yes ___ No ___. If yes, please explain below and attach an Equipment Disposition form.

Other Comments, if any:

Quarterly Status Report signed by: _____

Print Name and Title: _____ Date: _____

Signor Certifies:

- *Legal authorization to submit quarterly status reports on behalf of named entity.
- *Compliance with all laws, regulations, statutes, assurances, certifications and other requirements contained in the sub-grant application and guidance documents.
- *All submitted data is true and correct to the best of signatory's knowledge.

Please provide the following documentation:

1. A copy of approved Equal Employment Opportunity Plan (EEOP) with a copy of approval letter from DOJ if required or complete and return the attached Certification Form.
2. Documented proof of Limited English Proficiency (LEP) compliance.
3. Copy of Reducing Texting While Driving policies.
4. Copy of current System for Award Management (SAM) registration.
5. Copy of audit, if required.
6. Quarterly reports from Subrecipient (see Attachment B, Page 36).

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: City of Oklahoma City 200 N. Walker Ave. Suite 300 Oklahoma City, Oklahoma 73102-2232 Congressional District, if known: 5	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: Department of Justice Bureau of Justice Assistance	7. Federal Program Name/Description: Edward Byrne Memorial Justice Assistance Grant Program CFDA Number, if applicable: 16.738	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Potomac Strategic Development LLC. 101 Constitution Ave. NW 9th Floor Washington D.C. 20001	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>J. Clay Henson</u> Print Name: <u>J. Clay Henson</u> Title: <u>City Manager</u> Telephone No. <u>(405) 739-1207</u> Date: <u>11/16/18</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Appendix E

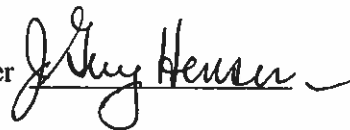
Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy;
 - Please describe each practice; and
 - Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Signature of Chief Executive Officer



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

State or Local Government: FY 2018 Certification of Compliance With 8 U.S.C. §§ 1373 & 1644

On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information regarding citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):
 - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

Signature of Chief Legal Officer of the Jurisdiction

Printed Name of Chief Legal Officer

Date of Certification

Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (i.e., the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: Local

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

State or Local Government: FY 2018 Certification Relating to
8 U.S.C. §§ 1226(a) & (c), 1231(a), 1324(a), 1357(a), & 1366(1) & (3)

On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief legal officer of the unit of local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
2. I have carefully reviewed each of the following sections of title 8, United States Code:
 - a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");
 - b. § 1231(a) (providing that a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien incarcerated by a State or local government, or by the federal government, from the United States generally "begins" no later than "the date the alien is released from detention or confinement"; and providing that the federal government may not "remove an alien [including "an alien in the custody of a State (or a political subdivision of a State)"] who is sentenced to imprisonment until the alien is released from imprisonment");
 - c. § 1324(a) (forbidding the concealing, harboring, or shielding from detection of aliens illegally in the United States);
 - d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (see 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and
 - e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing ... (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal").
3. I (and also the applicant entity) understand that USDOJ will require States and local governments (including State and local government entities, -agencies, and -officials), with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program, not to publicly disclose federal law enforcement information in an attempt to conceal, harbor, or shield certain individuals from detection, including in violation of 8 U.S.C. § 1324(a), and not to impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a) or relating to 8 U.S.C. § 1366(1) or (3) or 8 U.S.C. § 1226(a) or (c).
4. I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
5. I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):
 - a. the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
 - b. any laws, rules, policies, or practices potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that implicate any of the requirements relating to 8 U.S.C. §§ 1226(a) or (c), 1231(a), 1324(a), 1357(a), or 1366(1) or (3) that are described in paragraph 3 of this certification, whether imposed by a State or local government entity, -agency, or -official.
6. As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that would or does— (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; (2) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); or (3) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) or (c), 8 U.S.C. § 1231(a), or 8 U.S.C. § 1366(1) or (3).

Signature of Chief Legal Officer of the Jurisdiction

Printed Name of Chief Legal Officer

Date of Certification

Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (i.e., the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: Local

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2018 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2018 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. I have examined the certification entitled "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I certify that I have no reason to believe that certification to be false or otherwise incorrect. (This provision is not applicable to Indian tribal government applicants.)
8. I have examined the certification entitled "State or Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a), 1324(a), 1357(a), & 1366(1) & (3)" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I certify that I have no reason to believe that certification to be false or otherwise incorrect. (This provision is not applicable to Indian tribal government applicants.)

J. Guy Henson
Signature of Chief Executive of the Applicant Unit of Local Government

11/16/18
Date of Certification

J. Guy Henson
Printed Name of Chief Executive

City Manager
Title of Chief Executive

City of Midwest City
Name of Applicant Unit of Local Government

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: City of Midwest City	
Address: 100 N. Midwest Blvd., Midwest City, OK 73110	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 07-7326601	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Captain Mark Teply	
Telephone Number: 405-739-1303	E-Mail Address: mteply@midwestcityok.org

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- Less than fifty employees. Indian Tribe Medical Institution.
 Nonprofit Organization Educational Institution Receiving a single award(s) less than \$25,000.

I, J. Guy Henson [responsible official], certify that City of Midwest City [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that City of Midwest City [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

J. Guy Henson, City Manager  11/16/2018
Print or Type Name and Title Signature Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title Signature Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title Signature Date

LEP



ADA STAFF

Billy Harless
ADA Project Director
Bharless@midwestcityok.org
405-739-1002

Kelly Gillis
ADA Project Director
Kellie@midwestcityok.org
405-739-1002

Patrick Monahan
Physical Barriers Coordinator
Pmonahan@midwestcityok.org
405-739-1002

Teresa Coplen
Administrative Coordinator
tcoplen@midwestcityok.org
405-739-1002

City of Midwest City

American Disability Act (ADA)

The Americans with Disabilities Act (ADA) is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation, and telecommunications. Title II of the ADA also requires that all Programs, Services and Activities (PSAs) of public entities provide equal access for individuals with disabilities.



The City of Midwest City has undertaken a comprehensive evaluation of its policies, programs, and facilities to determine the extent to which individuals with disabilities may be restricted in their access to City services and activities.

Grievance Procedure Under the Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA). It may be used by any person alleging discrimination on the basis of disability regarding meetings, services, programs, or activities provided by the City of Midwest City.

The grievance procedure and forms can be found on the City of Midwest City webpage www.midwestcityok.org under the ADA tab or will be made available upon request from:

Teresa Coplen
City of Midwest City
100 N Midwest Boulevard
Midwest City, Oklahoma 73110
405-739-1002
tcoplen@midwestcityok.org



Interpreter Request

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Midwest City should contact the ADA Coordinator as soon as possible **BUT** no later than 48 hours before the scheduled event.

Teresa Coplen

ADA Coordinator for Administrative Complaints

TCoplen@MidwestCityOK.org

(405) 739-1002

Questions about who to Contact
Physical Barriers - Patrick
Parking
Path of travel to, throughout and between buildings and amenities
Doors
Service counters
Restrooms
Drinking fountains
Non-compliant sidewalks or curbs
Administrative Barriers - Teresa
Building signs
Customer communication and interaction
Access to public telephones
Emergency notifications, alarms, fire alarms
Education opportunities for events sponsored by the City
American Sign Language interpreters

Please be advised that any department holding the meeting or event where an interpreter is requested is responsible for paying for their services.

Example of ASL rates:

Regular Rate

Monday - Friday (non-holidays) 8:00am - 5:00pm

\$125 for first hour and half if booked with 48 hour notice.

\$135 - for first hour and half if booked with less than 48 hour notice.

After Hour Rate

Monday - Friday (non-holidays) 5:00pm - 8:00am

\$165 for first 1.5 hours if booked with 48 hour notice.

\$175 for first 1.5 hours if booked with less than 48 hour notice.

For  Information
Contact Teresa Coplen



ARTICLE 29: CELLULAR TELEPHONE USAGE POLICY

PURPOSE

The purpose of this policy is to prevent incidents in motor vehicles and on worksites caused by the distraction of using cellular telephones while driving, operating equipment, or performing specified work that requires a worker's full attention with no distractions. Its goal is to increase both employee and public safety while operating vehicles and equipment for the City of Midwest City.

SCOPE

This policy applies to all City employees while driving or operating City vehicles or equipment. The term "cellular telephone" includes cellular telephones, PDA's, pagers, and any devices that may be used for the purpose of text messaging or email. This policy covers the use of both personal and City-provided cellular telephones.

ROLES AND RESPONSIBILITIES

- Department Directors are to ensure that the provisions of this policy are implemented.
- Supervisors are responsible for enforcing this policy within their area of authority and to ensure employee compliance with its provisions.
- Employees are required to know and comply with the provisions of this policy.

GENERAL REQUIREMENTS

Use of cellular phones for the purpose of making or receiving a telephone call without a "hands free" device and use of cellular phones for any other purpose, such as accessing the Internet or text messaging, is prohibited while an employee is operating a motor vehicle, whether personal or City owned, and while in the scope and course of employment.

At no time is a cellular telephone to be used for any purpose while operating heavy equipment, mowers, tractors, etc. At no time is a cellular telephone to be used for any purpose while operating a vehicle that requires any class of Commercial Drivers License (CDL). Equipment must be fully stopped before any call is made or received, or a cellular telephone is used for any other purpose.

At no time is a cellular telephone to be used for any purpose when performing a specified task that requires zero distraction unless the use of the device is for the express purpose of calling for emergency assistance in the event of an incident. This includes, but is not limited to, confined space entry supervisor, confined space entry safety, hot works, trenching operations, and during training and/or meetings of any type. During meetings and training, cellular telephones are to be set on the silent mode, on vibrate, or turned off when entering and throughout the duration of the meeting/class.

OTHER SAFETY CONSIDERATIONS

Cellular telephones pose a potential ignition source in an area where there is an ignitable air/gas mixture and therefore shall not be used when fueling vehicles, working with hydrocarbon storage, transferring flammable fluids, or spraying hydrocarbons (paint, solvents).

Flammable liquids and gasoline shall not be stored or transported in the same compartment as cellular telephones and all cellular telephones shall be turned off when at sites where storage of explosives is known or suspected.

NEW: June 2012

Sara Hancock Log Out

Entity Dashboard

- Entity Overview
- Entity Registration
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
- Reports
 - Service Contract Report
 - BioPreferred Report
- Exclusions
 - Active Exclusions
 - Inactive Exclusions
 - Excluded Family Members

[BACK TO USER DASHBOARD](#)

MIDWEST CITY, CITY OF 100 N MIDWEST BLVD
 DUNS: 077326601 CAGE Code: 48RQ4 MIDWEST CITY, OK, 73110-4327 ,
 Status: Active UNITED STATES
 Expiration Date: 01/02/2019
 Purpose of Registration: Federal Assistance Awards Only

Entity Overview

Entity Registration Summary

DUNS: 077326601
 Name: MIDWEST CITY, CITY OF
 Business Type: US Local Government
 Last Updated By: Sara Hancock
 Registration Status: Active
 Activation Date: 01/02/2018
 Expiration Date: 01/02/2019

Exclusion Summary

Active Exclusion Records? No



IBM v1.P.7.20171102-1229
WWW6

- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council Members

From: Vaughn K. Sullivan, Public Works Director

Date: December 11, 2018

Subject: Discussion and consideration of approving and entering into a Sponsorship and Marketing Consulting Agreement with STAAR Solutions in the amount of \$3,000 plus sponsorship sales commissions and a \$2,500 stipend fee to MindsEye Advertising to effectively assist the City of Midwest City in achieving its goals and initiatives for the 2019 Star Spangled Salute Air Show.

STAAR Solutions brings certified IEG experience in sponsorship consulting, valuation, measurement and strategy. STAAR will assist the Parks and Recreation Department in selling a \$25,000 sponsorship to cover the costs associated with hosting and executing the Aviators Reception and any other sponsorship if requested by the City of Midwest City. STAAR will work to coordinate the sales, contracting and sponsorship deliverables oversight process.

Artwork services will be provided by MindsEye Advertising for the creation of sponsorship collaterals and sponsorship deliverables and a new mobile APP for the airshow.

Budgeted funds are secured for this agreement.

Staff recommends approval.

Vaughn K. Sullivan
Public Works Director

Attachment: Agreement with attachments



November 30, 2018

This letter will set forth the terms and conditions of the arrangement between the City of Midwest City and STAAR Solutions (STAAR) whereby Chris Moler dba STAAR Solutions and associated subcontractors of STAAR including MindsEye Advertising agree to create and manage a comprehensive sponsorship and marketing campaign for the 2019 Star Spangled Salute Air Show including other related events and entertainment options hereinafter (Star Spangled Salute) on behalf of the combined Non-Federal Organizations (NFO) of which the City of Midwest City is a NFO to Tinker AFB. Said services include the creation and management of a comprehensive sponsorship campaign with goals set by each of the NFOs and Tinker AFB for one unified campaign. Together, STAAR and the NFOs will create external pre-event promotional and community-based entertainment options as they may become available. Additionally, STAAR will oversee and manage a comprehensive marketing and promotions campaign for the Star Spangled Salute Air Show airshow and Aviators Reception. The Star Spangled Salute Air Show is scheduled for June 1-2, 2019.

The following is a list of anticipated support services and accompanying payments:

- 1) Support for re-creation of a comprehensive sponsorship campaign.** STAAR will lead the efforts on behalf of the NFO groups to build a sponsorship campaign that consists of a set of custom sales presentations, sales prospectus, contract agreement forms, promotional items and related support collaterals. STAAR Solutions will receive a stipend payment of \$3,000 for the above services to support staff management and associated costs related to this effort; particularly on behalf of the Aviators Reception and other support that is produced by the City of Midwest City.
- 2) Coordination of Sale of Sponsorships.** STAAR Solutions will take the lead on the sale of all sponsorships related to the Aviators Reception and any other sponsorship requests that may arise. Funds raised by STAAR Solutions will be used by the City of Midwest City to create and provide a high profile Aviators Reception on Friday, May 31, 2019 as well as support to re-coop expenses for this agreement.
- 3) Commission for Sale of Sponsorships.** The City of Midwest City will pay STAAR Solutions the following commission structure:
 - a. Twenty percent (20%) commission on all cash sponsorships sold by STAAR.
 - b. Fifteen percent (15%) commission for each agreed and contracted Value In Kind (barter-trade) sponsorship.
 - c. Ten percent (10%) commission for each agreed and contracted media and marketing related sponsorship sold through the City of Midwest City if requested. **Generally, the Media is NOT part of this agreement unless specifically requested.**
 - d. Commission on the full sponsorship amount will be paid within 20 business days of receipt of the sponsorship monies. If sponsorships are paid to the City of Midwest City in installments, the commission percentage will reflect the installment amount received and will be paid to STAAR within 20 business days of receipt of each installment.
 - e. Value in Kind (VIK) individual sponsorship commissions will not exceed \$4,000 for any single sponsorship. VIK sponsorships may be budget relieving items such as printing, food and beverage services and/or products, sound and lighting equipment, staging,

tenting, audio visual or other negotiated barter or trade services. VIK values and limits are set by the sponsor and not by the City of Midwest City or STAAR.

Subcontracts and Services: STAAR and the combined NFO's have subcontracted MindsEye Advertising firm for all comprehensive artwork services relative to sponsorship collaterals and sponsorship deliverables and a NEW Mobile APP for the overall airshow. These services will be shared by the City of Midwest City, Eastern Oklahoma County Tourism Council, the Air Force Association and STAAR Solutions. The City of Midwest City agrees to pay a one-fourth equal stipend fee of \$2,500 to Mind's Eye Advertising as the contracted entity for the services outlined below.

- i. Creative design for the overall look of the Star Spangled Salute Air Show. This artwork will become the basis of all artwork including that is used by Tinker AFB.
 - ii. Artwork for all four NFO entities to use for updating and/or recreating website pages that offers consistency for the same look and feel to users.
 - iii. All artwork associated with Star Spangled Salute including, but not limited to posters, flyers, invitations, banners, programs, print, TV, and outdoor advertisements, VIP chalet area signage, VIP parking passes, VIP credentials, etc. as needed to support the Air Show for the NFOs and their sponsors.
 - iv. Creation of a New Mobile APP to support the promotions, social media and information sharing on behalf of Tinker AFB, the NFO's and sponsors.
 - v. Support artwork for all associated pre-events including a possible Dodgers tribute baseball game, Oklahoma River activity, Energy Soccer game activity or other achievable pre-events that will be associated with sponsor benefits.
 - vi. All associated artwork to support the Aviators Reception including invitations, tickets, program, PowerPoint Presentation, etc.
 - vii. Press release, press writing and media planning support.
 - viii. Ad creation and advertising coordination will go through STAAR Solutions with approval by the City of Midwest City, EOCTC, AFA, STAAR and Tinker AFB Public Affairs to alleviate NFO staff time.
 - ix. Site planning and mapping for signage campaign to include external areas of Tinker AFB, entrances and area signage as approved by Tinker AFB and the VIP area.
 - x. Official map design for the air show that is used by Tinker AFB Public Affairs, all sponsor related publications, etc.
 - xi. Other services deemed as appropriate and reasonable to suffice the needs of Star Spangled Salute and any pre-events as agreed upon by the NFOs.
 - xii. This cooperative effort buy-in assures full NFO partner recognition to the City of Midwest City, STAAR Solutions, AFA and EOCTC in all related advertisements, posters, flyers and other collateral creation and advertising recognition.
- 4) Sponsorship Account Protection.** STAAR Solutions will reserve the right to maintain account protection for the 2020 (and/or next) Star Spangled Salute for all contacts initiated and sold by STAAR for the 2019 Star Spangled Salute if retained by the City of Midwest City to support the next air show event. This also includes account protection as per the previous agreement for the sale of sponsorships sold in 2017 including sponsors such as Tinker Federal Credit Union, FNB Bank, Anheuser Busch, Midwest City Chamber, Del City Chamber, Coca-Cola, etc.

- 5) **Sponsorship Contacts.** There may be times when a City of Midwest City representative may work directly with STAAR to secure an entree and/or meeting, attend the meeting and assist with closing the actual sponsorship agreement. This is to execute the initial sale and to support the existing relationship. STAAR will work directly with the City of Midwest City representative to approve a series of leads and divide the leads up within the City of Midwest City team members. STAAR will still take primary responsibility for contracting and execution of the sponsorship that it is responsible for and as a result will receive full commission payment. It will be understood that once a sponsor contact or exhibitor has been assigned to a particular account representative that no other party will make contact with the potential sponsor unless jointly working with a member or key leader from the City of Midwest City. Internal controls will be managed by the City of Midwest City representative.
- 6) **Term.** This agreement shall remain in force until and up to 60 days past the air show date to allow time to close all business, and to create a final summary of execution for all sponsors. However, either party may terminate with or without cause, by giving fifteen (15) days written notice to the other in writing. In the event of termination as contemplated herein by the City of Midwest City, the City of Midwest City would remain liable to STAAR for all activities as contracted and herein provided prior to the date of termination. Should the City of Midwest City terminate this agreement after delivery of the drafted sponsorship campaign, then the City of Midwest City would pay a onetime stipend fee of \$3,000.00 cash for services rendered to create the campaign and campaign materials.
- 7) **Prior Approval.** STAAR must receive approval by the City of Midwest City prior to approaching new potential sponsors that are mutually agreed upon. All materials used by STAAR in connection with this Agreement must also be approved by the City of Midwest City representative. Similarly, STAAR will not enter into any sponsorship agreements, like in-kind donations and any other obligations on behalf of the City of Midwest City without prior approval. All sponsorships will be recognized by a signed and consummated contractual agreement between the City of Midwest City and the sponsor unless otherwise agreed upon in advance by the City of Midwest City.
- 8) **Collection of Sponsorship Pledges.** The City of Midwest City and STAAR will work together in connection with the collection of sponsorship pledges, sponsorship services and/or vendor fees, but the City of Midwest City will have the ultimate responsibility for collection.
- 9) **Independent Contractor.** STAAR shall be deemed an independent contractor in connection with the performance of this Agreement.
- 10) **Agreement Location.** In the event of arbitration, settlement, dispute, original record or other need for legal action, this agreement shall be deemed an Oklahoma agreement in the State of Oklahoma in Oklahoma County.

If the foregoing terms are acceptable, please indicate in the space provided below.

Very truly yours,

STAAR Solutions

Chris B. Moler
November 30, 2018
Page 4

By: _____
Chris Moler, President STAAR Solutions
2708 N.W. 120th Street, Oklahoma City, OK 73120
(405) 749-1953 chris@staarsolutions.com

Agreed to and accepted this 11th day December 2018.

STAAR SOLUTIONS

Chris Moler, President

Passed and approved by the City on the _____ day of _____, 2018.

CITY OF MIDWEST CITY, OKLAHOMA

Matthew D. Dukes II, Mayor

Attested:

Sara Hancock, City Clerk

APPROVED as to form and legality this _____ day of _____, 2018.

Heather Poole, City Attorney



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: December 11, 2018

SUBJECT: Discussion and consideration of 1) declaring an Air Science Technologies down flow workstation, serial number 211, as obsolete city equipment/property; and 2) authorizing the disposal of this property by public auction or sealed bid.

The Midwest City Police Department crime lab director Nicole Poplin indicates that the Air Science Technologies down flow workstation, serial number 211, is outdated and obsolete city equipment/property. It has been replaced with new technology. We are requesting it be declared surplus and disposal be authorized either through public auction or sealed bid.

If approved, this item may be posted for sale on the city's auction site at <http://stores.ebay.com/MWC-Surplus-Property-Division> or disposed through sealed bid.

Staff recommends approval.

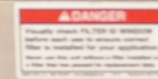
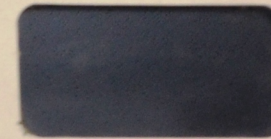
Brandon Clabes, Chief of Police

Attachments: Photo

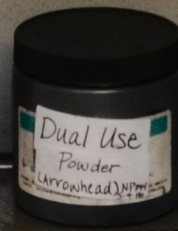


**AIR SCIENCE
TECHNOLOGIES**

Now you can breathe easier!



NOTICE
Respirator use must be supervised by a trained person. Do not use if you are not trained.





DISCUSSION ITEMS





City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: December 11, 2018

SUBJECT: Discussion and consideration regarding a public presentation by Selser Schaefer Architects from Tulsa, OK.

On Tuesday, November 6, 2018, the Animal Welfare Subcommittee met to discuss progress regarding the Animal Welfare Center and possibly identifying an architectural firm for the project. Brief information was presented on Selser Schaefer Architects from Tulsa, Oklahoma since they were contracted to build animal shelters in Edmond and Broken Arrow. At the request of the subcommittee, Selser Schaefer was contacted and asked to do a presentation to full council. This presentation is for informational purposes.

I am available for any additional questions or insight.

Staff recommends approval to move forward with the presentation.

A handwritten signature in black ink that reads "Brandon Clabes". The signature is written in a cursive style and is positioned above a horizontal line.

Brandon Clabes
Chief of Police

SELSE SCHAEFER  ARCHITECTS

SELSER SCHAEFER  ARCHITECTS

Midwest City Animal Shelter

- I. Who We Are
- II. Our Experience
- III. Animal Facilities Projects

WHO WE ARE





Project Team

Selser Schaefer Architects

- Jason Cofer AIA, LEED AP BD+C
- Brian Thomas AIA, RID, LEED AP
- Hank Spieker AIA











Services we offer include:

PRE-DESIGN

- Programming
- Feasibility Studies
- Master Planning
- Site Evaluation & Analysis
- Project Scheduling
- Cost Modeling
- Cash Flow Projections
- Code Analysis
- Sustainable Design

DESIGN & DOCUMENTATION

- ADA Compliance Review
- Conceptual Design Studies
- 3D Computer Modeling & Visualization
- Specifications
- Interior Design
- Furniture, Fixture, and Equipment Selection

BIDDING & NEGOTIATION

- Contractor Pre-qualification
- Bid Period Services
- Bid Evaluation
- Contract Assistance

CONSTRUCTION ADMINISTRATION

- Project Administration
- Construction Observation
- Project Schedule Monitoring
- Contractor Payment Review
- Project Closeout

POST-CONSTRUCTION

- Initial Occupancy Services
- One-Year Warranty Walk-thru
- Long-range Planning Services

OUR EXPERIENCE





HIGHER-ED | TCC CENTER FOR CREATIVITY



EDUCATIONAL | BROKEN ARROW PUBLIC SCHOOLS FRESHMAN ACADEMY



EDUCATIONAL | STILLWATER PUBLIC SCHOOLS WILL ROGERS ELEMENTARY



CULTURAL | TULSA BALLET HARDESTY CENTER FOR DANCE EDUCATION



CULTURAL | HARDESTY ARTS CENTER

Tulsa Health Department

North Regional Health & Wellness Center





ADAPTIVE REUSE | 200 EAST BRADY



OFFICE | HOGAN ASSESSMENTS



INTERIOR RENOVATION | MENTAL HEALTH ASSOCIATION OF TULSA



RECREATIONAL | COMMUNITY | OWASSO FAMILY YMCA



RETAIL | URBAN INFILL | BOXYARD



MARKETPLACE | MOTHER ROAD MARKET

ANIMAL FACILITIES PROJECTS





This is not our first animal shelter:

- 13 years of unique, successful, award-winning animal welfare facility design
- National Trends in Animal Welfare and Facility Design
- Animal Flow and Disease Transfer
- Adoption Procedures
- Surgical Procedures



We have an in-depth understanding of:

- National Animal Care & Control Association (NACA)
- Humane Society Guidelines
- 2010 Guidelines for Standards of Care in Animal Shelters by The Association of Shelter Veterinarians
- Animal Stress and How to Minimize it
- Facility Safety and Security
- Maintenance and Cleaning



EDMOND ANIMAL WELFARE FACILITY





EXIT



OLD TIMBERS DRIVE



CONCRETE
RETAINING
RE: CIVIL

SUBGRADE DRAINAGE
SYSTEM RE: CIVIL

TREE
RE: LANDSCAPE

OUTDOOR GET
ACQUAINTED

FDC

EXISTING FIRE
HYDRANT

CONCRETE
SIDEWALK
RE: CIVIL

SECURITY FENCE AND
MOTORIZED SECURITY GATE

EXISTING SECURITY FENCE
AND RELOCATED GATE

EXISTING
TRASH
ENCLOSURE

BACKUP GENERATOR





BROKEN ARROW ANIMAL SHELTER







Room 3







PEACEFUL ANIMAL ADOPTION SHELTER







QUESTIONS



selserschaefer.com Selser Schaefer Architects

2002 East 6th Street
Tulsa, Oklahoma 74104

918.587.2282

SELSER SCHAEFER  ARCHITECTS

SELSER SCHAEFER  ARCHITECTS



City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: December 11, 2018

SUBJECT: Discussion and consideration of establishing an Animal Ordinance Review Committee to review and make recommendations regarding Midwest City animal ordinances relating to Chapter 8 – Animals and Fowl including Articles I through IX consisting of three Councilmembers and a citizen from each ward nominated by their Councilmember.

As you are aware, no action was taken on this agenda item at the November 27 Council meeting. After Council's discussion we have brought it back with the suggested changes.

The Animal Ordinance Review Committee would be established with three Councilmembers and a citizen from each ward nominated by their Councilmember. The Committee would review Chapter 8 portion of the Midwest City ordinances (The list is attached.) and present their suggestions to the full Council at the March 12, 2019 Council meeting for consideration.

At the November 27th meeting, Councilmembers Christine Allen, Jeff Moore and Española Bowen volunteered to be on this committee. Action is at the discretion of the council.

Respectfully,

Brandon Clabes
Chief of Police

Midwest City Ordinances – Chapter 8 – Animals and Fowl

- **Chapter 8 - ANIMALS AND FOWL**

- **ARTICLE I. - IN GENERAL**

- Sec. 8-1. - Cruelty to animals; abandonment; etc.
- Sec. 8-2. - Definitions.
- Sec. 8-3. - Transfer of pets and small animals.
- Sec. 8-4. - Bird sanctuary—Designated.
- Sec. 8-5. - Acts prohibited; exception.
- Sec. 8-6. - Notice of dead and found animals.
- Sec. 8-7. - Duty to report injury or death of animals hit by automobiles.
- Sec. 8-8. - Diseased and injured animals.
- Sec. 8-9. - Inspection authorized.
- Sec. 8-10. - Penalty for violation.
- Secs. 8-11—8-20. - Reserved.

- **ARTICLE II. - IMPOUNDMENT**

- Sec. 8-21. - Stock pound master in charge of impounding animals; dogs excepted.
- Sec. 8-22. - Disposition of impounded animals by public sale.
- Sec. 8-23. - Notice of sale of impounded animals.
- Sec. 8-24. - Redemption of impounded animals.
- Sec. 8-25. - Monthly report by stock pound master.
- Sec. 8-26. - Fees and charges.
- Sec. 8-27. - Obstruction of impounding of animals prohibited.
- Sec. 8-28. - Breaking open pound prohibited.
- Sec. 8-29. - Penalty for violation.
- Secs. 8-30—8-40. - Reserved.

- **ARTICLE III. - DOMESTIC ANIMALS OTHER THAN DOGS AND CATS**

- **DIVISION 1. - GENERALLY**

- Sec. 8-41. - Applicability.
- Sec. 8-42. - Area, enclosure, location for large animals, except swine.
- Sec. 8-43. - Area, enclosure, location for small animals, except dogs and cats.
- Sec. 8-44. - Requirements for fences.
- Sec. 8-45. - Sanitation standards generally.
- Sec. 8-46. - Sanitation standards for pigeons.
- Sec. 8-47. - Swine keeping.
- Sec. 8-48. - Running at large prohibited.
- Sec. 8-49. - Tethering on right-of-way.
- Sec. 8-50. - Violations.
- Secs. 8-51—8-65. - Reserved.

Midwest City Ordinances – Chapter 8 – Animals and Fowl

- DIVISION 2. - PERMIT
 - Sec. 8-66. - Required; application generally.
 - Sec. 8-67. - Contents of permit application.
 - Sec. 8-68. - Permit application to show compliance.
 - Sec. 8-69. - Health approval prerequisite.
 - Sec. 8-70. - Reserved.
 - Sec. 8-71. - Permits to keep pigeons.
 - Sec. 8-72. - Medical laboratories, educational institutions, veterinary hospitals exempted from distance requirements.
 - Sec. 8-73. - Preexisting nonconforming commercial establishments.
 - Sec. 8-74. - Violations.
 - Secs. 8-75—8-85. - Reserved.
- ARTICLE IV. - DOGS
 - Sec. 8-86. - Authority to seize, impound dog.
 - Sec. 8-87. - Running at large.
 - Sec. 8-88. - Failure to surrender violating dogs.
 - Sec. 8-89. - Tethering of dogs.
 - Sec. 8-90. - Reserved.
 - Sec. 8-91. - Nuisance dogs prohibited.
 - Sec. 8-92. - When a dog constitutes a nuisance.
 - Sec. 8-93. - Procedure for nuisance dogs.
 - Sec. 8-94. - Reclaiming dogs.
 - Sec. 8-95. - Unreclaimed dogs.
 - Sec. 8-96. - Animal waste.
 - Sec. 8-97. - Noisy dogs; complaints.
 - Sec. 8-98. - Violations.
 - Secs. 8-99—8-110. - Reserved.
- ARTICLE V. - CATS
 - Sec. 8-111. - Authority to seize, impound cats.
 - Sec. 8-112. - Failure to surrender violating cats.
 - Sec. 8-113. - Tethering of cats.
 - Sec. 8-114. - Reserved.
 - Sec. 8-115. - When cat constitutes a nuisance.
 - Sec. 8-116. - Nuisance cats prohibited.
 - Sec. 8-117. - Procedure for nuisance cats.
 - Sec. 8-118. - Reclaiming cats.
 - Sec. 8-119. - Unreclaimed cats.
 - Sec. 8-120. - Animal waste.
 - Sec. 8-121. - Noisy cats; complaints.
 - Sec. 8-122. - Isolation.
 - Sec. 8-123. - Release from pound.
 - Sec. 8-124. - Violations.
 - Secs. 8-125—8-130. - Reserved.

Midwest City Ordinances – Chapter 8 – Animals and Fowl

- **ARTICLE VI. - VACCINATION AND REGISTRATION**
 - Sec. 8-131. - Rabies vaccination, registration, license fee required.
 - Sec. 8-132. - Certification of rabies vaccination.
 - Sec. 8-133. - Frequency of rabies vaccination.
 - Sec. 8-134. - Exemption for transient dogs or cats.
 - Sec. 8-135. - Veterinarian's records.
 - Sec. 8-136. - License fees; term.
 - Sec. 8-137. - Violations and penalties.
 - Secs. 8-138—8-150. - Reserved.

- **ARTICLE VII. - RABIES REGULATIONS**
 - Sec. 8-151. - Proclamation of rabies epidemic.
 - Sec. 8-152. - Procedure when rabies suspected.
 - Secs. 8-153—8-159. - Reserved.

- **ARTICLE VIII. - ANIMAL WELFARE SHELTER OPERATION**
 - Sec. 8-160. - Animal welfare shelter created.
 - Sec. 8-161. - Authorization to contract.
 - Sec. 8-162. - Fees.
 - Secs. 8-163—8-170. - Reserved.

- **ARTICLE IX. - ANIMALS—KEEPING PROHIBITED**
 - Sec. 8-171. - Animals—Keeping prohibited.
 - Secs. 8-172—8-180. - Reserved.

- **ARTICLE X. - VICIOUS ANIMALS**
 - Sec. 8-181. - Vicious animals prohibited.
 - Sec. 8-182. - Attacks prohibited.
 - Sec. 8-183. - Summons and complaint.
 - Sec. 8-184. - Impoundment.
 - Sec. 8-185. - Hearing.
 - Sec. 8-186. - Determination.
 - Sec. 8-187. - Violation and penalties.



NEW BUSINESS/
PUBLIC DISCUSSION





MUNICIPAL AUTHORITY AGENDA



The 7:00 PM meetings will be shown live on Channel 20.



The recorded video will be available on Youtube and the City's website within 48 hours at www.youtube@midwestcityok.org.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

December 11, 2018 - 7:01 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 27, 2018 as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 31, 2018. (City Manager - T. Lyon)
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session as allowed under 25 O.S., § 307(B)(3) for the purpose of discussing the purchase or appraisal of real property; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session (T. Lyon - CM Office).
- E. ADJOURNMENT.



CONSENT AGENDA



A notice for staff briefings of the Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Municipal Authority Staff Briefing Minutes

November 27, 2018 – 6:00 PM

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matthew Dukes called the meeting to order at 6:20 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for November 27, 2018. The Trustees had no questions regarding the agenda.

Chairman Dukes adjourned the meeting at 6:20 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

A notice for the regular Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Municipal Authority Minutes

November 27, 2018 – 7:01 PM

This meeting was held in the Midwest City Council Chamber in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:26 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Consent Agenda. Eads made a motion to approve the Consent Agenda, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 13, 2018 as submitted.
2. Discussion and consideration of declaring as surplus property Three (3) drums of Shell Omala S2 G 680 Oil (equivalent to 90 weight oil never been opened), Two (2) drums of Chevron Meropa ISO 680 Oil (equivalent to 90 weight oil never been opened) and One (1) CAT Towmotor fork lift model # 760PG0024 serial # 760P660143 equipment id # 42-08-02.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes closed the meeting at 7:27 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: December 11, 2018

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 31, 2018.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
Assistant City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2018-2019

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Revenue												
Budgeted (MTD)	341,442	447,668	431,838	532,961								
Actual (MTD)	384,934	454,587	328,389	590,459								
Budgeted (YTD)	341,442	789,110	1,220,948	1,753,909								
Actual (YTD)	384,934	839,521	1,167,910	1,758,369								

Expenses												
Budgeted (MTD)	418,478	449,923	421,755	478,040								
Actual (MTD)	418,401	431,481	383,381	506,459								
Budgeted (YTD)	418,478	863,401	1,285,156	1,763,196								
Actual (YTD)	418,401	849,882	1,233,263	1,739,721								

Revenue vs. Expenses												
Budgeted (MTD)	(77,036)	2,745	10,083	54,921								
Actual (MTD)	(33,467)	23,106	(54,992)	84,000								
Budgeted (YTD)	(77,036)	(74,291)	(64,208)	(9,287)								
Actual (YTD)	(33,467)	(10,361)	(65,353)	18,648								

Key Indicators												
Hotel Room Revenue	243,661	218,190	192,145	252,000								
Food and Banquet Revenue	114,062	191,794	115,059	291,647								

Fiscal Year 2017-2018

Revenue												
Budgeted (MTD)	345,872	508,778	430,804	639,312	424,595	308,205	303,680	379,330	547,825	516,519	495,730	425,810
Actual (MTD)	324,600	469,661	409,957	620,373	440,973	298,992	237,909	395,947	529,803	530,409	402,933	502,338
Budgeted (YTD)	372,126	854,650	1,285,454	1,924,766	2,349,361	2,657,566	2,961,246	3,340,576	3,888,401	4,404,920	4,900,650	5,326,460
Actual (YTD)	324,600	794,261	1,204,218	1,824,592	2,265,564	2,564,556	2,802,465	3,198,412	3,728,215	4,258,624	4,661,557	5,163,895

Expenses												
Budgeted (MTD)	345,872	474,833	419,305	526,754	414,341	383,878	389,188	392,180	494,172	482,514	455,507	418,995
Actual (MTD)	398,222	466,528	391,915	410,925	430,597	434,233	326,576	366,587	482,215	465,386	418,445	482,536
Budgeted (YTD)	345,126	846,959	1,266,264	1,793,018	2,207,359	2,591,237	2,980,425	3,372,605	3,866,777	4,349,291	4,804,798	5,223,793
Actual (YTD)	398,222	864,750	1,256,665	1,667,591	2,098,188	2,532,421	2,858,997	3,225,584	3,707,800	4,173,185	4,591,630	5,074,166

Revenue vs. Expenses												
Budgeted (MTD)	(26,254)	33,945	11,499	112,558	10,254	(75,373)	(85,508)	(12,850)	53,653	34,005	40,223	6,815
Actual (MTD)	(73,622)	3,133	18,042	209,448	10,375	(135,242)	(88,666)	29,360	47,587	65,023	(15,512)	19,802
Budgeted (YTD)	(26,254)	7,691	19,190	131,748	142,002	66,329	(19,179)	(32,029)	21,624	55,629	95,852	102,667
Actual (YTD)	(73,622)	(70,489)	(52,447)	157,001	167,376	32,134	(56,532)	(27,172)	20,415	85,439	69,926	89,729



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: December 11, 2018

RE: Discussion and consideration of 1) entering into executive session as allowed under 25 O.S., § 307(B)(3) for the purpose of discussing the purchase or appraisal of real property; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

Appropriate information will be provided during executive session.

Tim L. Lyon

Tim Lyon
Assistant City Manager



MEMORIAL HOSPITAL AUTHORITY AGENDA



The 7:00 PM meetings will be shown live on Channel 20.



The recorded video will be available on Youtube and the City's website within 48 hours at www.youtube@midwestcityok.org.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



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MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

December 11, 2018 - 7:02 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of November 27, 2018, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of approving the use of \$75,000 from the Hospital Authority In Lieu/ROR/Misc 9060, capital outlay budget to fund the local match of \$75,000 for Phase II of the SCIP Recreational Trail. (City Manager - G. Henson)
 3. Discussion and consideration of approving the following agreement with Capitol Decisions, Inc. in the total amount of \$60,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from January 1, 2019 through June 30, 2019. (General Manager/Administrator – G. Henson)
- C. DISCUSSION ITEM.
1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (City Manager - G. Henson)
- D. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- E. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager - G. Henson)
- F. ADJOURNMENT.



CONSENT AGENDA



A notice for staff briefings of the Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Memorial Hospital Authority Staff Briefing Minutes

November 27, 2018 – 6:00 PM

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matthew Dukes called the meeting to order at 6:20 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for November 27, 2018. Staff and the Trustees discussed individual agenda items.

Chairman Dukes adjourned the meeting at 6:23 PM.

ATTEST:

MATTHEW D. Dukes II, Chairman

SARA HANCOCK, Secretary

A notice for the regular Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Memorial Hospital Authority Minutes

November 27, 2018 – 7:02 pm

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:27 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

DISCUSSION ITEMS.

1. **Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of November 13, 2018, as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Moore, and Chairman Dukes. Nay: none. Absent: Allen. Motion carried.
2. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action needed.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:28 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



City Manager

100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405.739.1204/Fax: 405.739.1208
www.midwestcityok.org

MEMORANDUM

To: Memorial Hospital Authority Chairman and Trustees

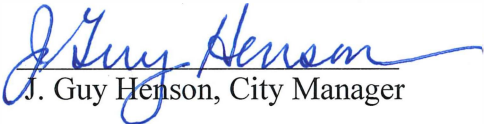
From: Guy Henson, City Manager

Date: December 11, 2018

Subject: Discussion and consideration of approving the use of \$75,000 from the Hospital Authority In Lieu/ROR/Misc 9060, capital outlay budget to fund the local match of \$75,000 for Phase II of the SCIP Recreational Trail.

This project was described in the City Council agenda. Local match funds are required. In that this project was not finalized prior to the budget, no funding was included in the FY 2018-19 budget. Based upon the current budget, I would recommend funding from the capital outlay budget in the Hospital Authority In Lieu/ROR/Misc 9060 account. Currently, there is \$500,000 available for projects to be approved by the Trustees.

Staff recommends approval.


J. Guy Henson, City Manager



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: J. Guy Henson, General Manager/Administrator

Date: December 11, 2018

Subject: Discussion and consideration of approving the following agreement with Capitol Decisions, Inc. in the total amount of \$60,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from January 1, 2019 through June 30, 2019 (General Manager/Administrator – G. Henson)

The following six-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of January 1, 2019 through June 30, 2019.

Action on this item is at the discretion of the Authority.

J. Guy Henson
General Manager/Administrator

CONSULTANT AGREEMENT

This agreement is executed this 11th day of December, 2018 by and between the Midwest City Memorial Hospital Authority, a public trust, hereinafter called "the Authority" and Capitol Decisions, Inc., hereinafter called "Consultant".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Consultant will perform certain government relations consulting services during the term of this agreement with respect to federal legislative and administrative matters of importance to the economic and redevelopment interests of the Authority, as specified in the Statement of Work, attached and made a part hereof.
2. It is understood and agreed, with respect to the services the Consultant shall render pursuant to paragraph 1 above, that the Consultant will perform such services, exclusively as an independent contractor to, and not as agent or employee of the Authority.
3. The Consultant will hold in a fiduciary capacity for the benefit of the Authority all secret or confidential information, data or policies relating to the Authority which shall have been obtained by the Consultant during the term of this Agreement. The terms of this Section do not apply to any information which becomes a part of the public record.
4. The Consultant hereby agrees to hold the Authority harmless and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the Authority as a result of the Consultant's performances under this Agreement.
5. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.
6. All services performed by the Consultant under this Agreement shall be coordinated by the signatory of the Consultant and should be performed by J.R. Reskovac. The rights and obligations of the Consultant hereunder are not assignable and cannot be delegated, as the Consultant has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the Authority shall be void and, at the option of the Authority, this Agreement shall be terminated.
7. The Consultant agrees that in the performance of this Agreement it will comply with all applicable local, State and Federal laws. The parties agree that no federal appropriated funds have been paid or will be paid, by or on behalf of them, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement. It is understood that Capitol Decisions, Inc. may have to register

under the Lobbying Disclosure Act of 1995 (P.L. 104-65) on behalf of the Authority.

8. J. Guy Henson, General Manager/Administrator for the Authority shall be the Authority representative for all matters pertaining to this Agreement.
9. (a) For all of the services and undertakings of the Consultant hereunder during the term of this Agreement, the Authority shall pay to the Consultant \$50,000.00 payable in six monthly installments of \$8,333.33 each, which shall be invoiced by Consultant and due each month for the term of this Agreement.

(b) The Authority agrees to pay up to \$10,000.00, to the consultant for reasonable costs and expenses incurred by consultant in furtherance of its efforts on behalf of the Authority. An invoice detailing expenses incurred shall be submitted at the end of the term of this agreement. Expenses include but are not limited to telephone, computer and telecommunication expenses, document reproduction, travel in the DC Metropolitan area, long distance travel and client meals directly attributable to those efforts.
10. The term of this Agreement shall commence on January 1, 2019 and shall continue in effect until June 30, 2019 unless terminated by a 30 day written notice by either party. Furthermore, this Agreement can be extended for an additional six month period under the same terms and conditions by agreement of both parties.
11. All records, reports, notes, data, models, exhibits, computer files, videos, and any and all other written, audio or video materials (hereinafter collectively referred to as "materials") whether generated, received or in the possession of the Consultant due to this Agreement, shall be the exclusive property of the Authority. The Authority may request and the Consultant shall deliver such materials to the Authority and unless otherwise agreed to by the Authority, the Consultant shall not retain any copy of any such materials for his own files, in whatsoever form such materials may be. It is the agreement of the parties that this Section is for the benefit of the Authority and it is the purpose of this Section, if exercised, to provide for the purging of the Consultant's files so as to provide the utmost security and confidentiality with regard to all work performed pursuant to this Agreement. The terms of this Section shall not apply to information that becomes part of the public record.
12. Any legal action brought by either party to enforce this Agreement shall be decided pursuant to the laws of the State of Oklahoma and the parties hereto agree that venue shall be proper only in the District Court of Oklahoma County, Oklahoma. If any such action is commenced and a final unappealable order issued, the prevailing party shall be entitled to collect from the other party reasonable attorney fees and costs.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the day and year first above written.

"CONSULTANT"
Capitol Decisions, Inc.
800 Maine Avenue, SW, Suite 800
Washington, DC 20024

(Seal)
ATTEST:

By:

Brian H. Robinson

H. Stewart Van Scoyoc
H. Stewart Van Scoyoc, President

"AUTHORITY"
**Midwest City Memorial Hospital Authority,
a public trust**
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

(Seal)
ATTEST:

By:

Secretary

Matthew D. Dukes II, Chairman

Approved as to form and legality this _____ day of _____, 2018.

Counsel for the Authority

Statement of Work

Under the terms of the attached Consultant Agreement, the Consultant will support the Midwest City Memorial Hospital Authority as follows:

- Consultant will act as a legislative liaison between the Midwest City Memorial Hospital Authority and the United States Congress in advancing the economic, community development and redevelopment interests of the community.
- Consultant will provide Midwest City Memorial Hospital Authority representation in utilizing Congressional, Executive Branch and federal agency expertise in enhancing the development opportunities of Midwest City.
- Consultant will seek and identify funding opportunities that correlate with Midwest City's efforts to improve access to Rose State College/The Reed Center; improve public facilities and infrastructure throughout the city, to include Midwest City's water and sewer systems; to further economic development; to improve energy consumption through alternative energy sources; to improve public safety; to revitalize neighborhoods; and to make improvements along the I-40 and State Highway 62 corridors.
- Consultant will assist the Midwest City Memorial Hospital Authority in the development and timing of strategies, plans and funding applications when funding sources are identified.
- Consultant will use its network of contacts, associates and support organizations to provide timely information about and monitoring of any pending Midwest City applications for federal funding.
- Consultant will provide information to the Oklahoma Congressional Delegation regarding issues of importance to Midwest City.
- Consultant will maintain a weekly dialogue with the Midwest City Memorial Hospital Authority verbally and through electronic reporting methods on activities/meetings of significance to Midwest City.
- Consultant will provide quarterly written reports and personal briefings during the contract period documenting the Consultant's activities to support Midwest City's economic development, community development and redevelopment interests.



PO# ~~201923~~
201923

Invoice

Invoice Number:
9240

Invoice Date:
7/12/18

Payment Due Upon Receipt

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
100 N. MIDWEST BOULEVARD
MIDWEST CITY, OK 73110
Attention: G. HENSON, CITY MANAGER

RE: Professional Services for the Period: 1/1/2018 to 6/30/2018

EXPENSES FOR JANUARY – JUNE 2018

EXPENSES

LONG DISTANCE TRAVEL	\$982.74	
MEALS	123.70	
PUBLICATIONS	2,775.92	
TELECOMMUNICATIONS	71.23	
	<hr/>	
TOTAL EXPENSES		<hr/> 3,953.59
	TOTAL THIS INVOICE:	\$3,953.59

Orlto



Capitol Decisions, Inc. Activity Report on behalf of the Midwest City Memorial Hospital Authority December 2018

Capitol Decisions, Inc. (CDI) continues work on behalf of Midwest City in several important areas: funding for the Section 219 Water System Booster Pump Station and Storage Reconstruction Project Fiscal Year 2021 Corps of Engineers Civil Works Plan, the rehabilitation of Interstate 40 East in Eastern Oklahoma County, the Assistance for Firefighter's (AFG) FEMA grant application, and the revitalization of Heritage Park Mall, and exploring additional federal funding opportunities to enhance the quality of life in Midwest City through Department of Defense grant funding to enhance infrastructure.

Our firm was successful in obtaining a \$2 million authorization in the 2007 Water Resources Development Act (WRDA) for water related infrastructure for the City. Since that time, we continue to engage Senator Jim Inhofe, Chairman of the Senate Environment and Public Works Committee, to write to the Chief of Engineers, U.S. Army Corps of Engineers, on four occasions to have pump station funding included in the Corps' FY19 Work Plan. We were unsuccessful in getting this project into this year's work plan, but we continue to have the support of the Tulsa District Corps of Engineers. It is important to note that there were no Oklahoma construction projects included in this year's Corps Work Plan. City staff will soon be meeting with the Tulsa District Corps of Engineers to brief them on the new scope of the project, given citizen bond approval of the original project.

As a backstop, we began working with Senator Inhofe's office in the early spring to ensure that this project is not deauthorized. The Corps plans to drop hundreds of projects from its books on September 30, 2019. The 2018 WRDA bill, signed into law by President Trump on October 23, 2018, mandates several steps the City will need to take in order for the project not to be deauthorized, this will be about a six-month process, but while this is underway, we will seek inclusion of the amended project in the Corps' 2021 Work plan.

The rehabilitation of I-40 is critical to the further economic wellbeing of Eastern Oklahoma County. Congress is providing over \$750 million in BUILD grants, formerly called TIGER, to enhance infrastructure. We plan to work with ODOT to have projects of interest to Eastern Oklahoma County included in the submit. Certainly, funding would have come sooner, had there been a comprehensive national infrastructure plan submitted by the Administration, but due to the other major legislative issues being considered, and an election cycle, anticipation is for a major push on infrastructure in the spring.

Now that the mid-term elections have passed, the new House leadership has pledged to act on a major infrastructure package in the spring of 2019. This action, including the possible comeback of congressionally directed projects (formerly known as earmarks), will enable the City and our

firm to advocate for transportation projects of importance to the City, including major work on Interstate I-40 East.

The City also applied for FY17 funds for an Assistance for Firefighters (AFG) FEMA grant to assist the Midwest City Fire Department. The Midwest City Fire Department sought federal funding for personal protective equipment as well as an additional funds to replace the current self-contained breathing apparatus (SCBA) air compressor.

In support of this request, we solicited Congressman Tom Cole as well as Senators Inhofe and Lankford's offices to send letters in support of the application in the latest cycle. The FY17 omnibus appropriations bill contained full funding for the AFG grant program, and city officials submitted their application before the February 2, 2018 deadline.

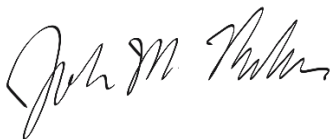
As you are aware, the Midwest City Fire Department was awarded \$310,091.00 for the FY17 cycle. We are pleased that this grant was finally awarded and look forward to additional opportunities to assist them in the future.

Our firm also coordinated with the congressional delegation to begin a dialogue with General Services Administration (GSA) officials and the City to assess GSA federal leasing requirements, and the possibility of utilizing space at Heritage Park Mall. These discussions are ongoing. I have been told that the Regional Administrator of GSA has instructed his staff to prioritize this parcel for lease should additional space be required. We continue our discussions with him, and he has indicated to staff that this space needs to be looked at should additional GSA needs arise.

Both the House and Senate Armed Services Committees have included a provision in their respective defense authorization bills to establish the Defense Community Infrastructure program. This grant opportunity, initially authorized at \$100 million, allows communities to apply for grants to help assist their neighboring military installation. Funding can be utilized for schools, road, sewer and utility infrastructure projects. Other eligible projects include telecommunications, and police, fire and emergency response. Clearly, this is a grant program that the City must apply for, and our firm will advocate for the application with elected officials and Department of Defense personnel as well as help in framing the request to ensure success. We anticipate that the program will receive appropriated funding in the spring for this grant opportunity.

We appreciate the continued confidence you place in us and look forward to our continued work together.

Respectfully Submitted,



J.R. Reskovac
Principal, Capitol Decisions, Inc.



DISCUSSION ITEM





Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

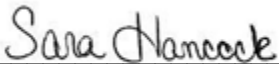
From: Sara Hancock, Secretary

Date: December 11, 2018

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.


Sara Hancock, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405.739.1204
Fax: 405.739.1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, City Manager

DATE: December 11, 2018

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during the meeting. Action is at the Trustee's discretion.

J. GUY HENSON, AICP
City Manager



SPECIAL UTILITIES AUTHORITY AGENDA



The 7:00 PM meetings will be shown live on Channel 20.



The recorded video will be available on Youtube and the City's website within 48 hours at www.youtube@midwestcityok.org.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.



MIDWEST CITY SPECIAL UTILITIES AUTHORITY AGENDA
City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

December 11, 2018 - 7:03 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEM.
 - 1. Discussion and consideration of approving the minutes of the staff briefing, and special meeting of July 24, 2018, as submitted. (City Clerk - S. Hancock)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. EXECUTIVE SESSION.
 - 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/ administrator to take action as appropriate based on the discussion in executive session. (City Manager - G. Henson)
- E. ADJOURNMENT.



DISCUSSION ITEMS



A notice for this special Midwest City Utilities Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Utilities Authority Staff Briefing Special Meeting Minutes

July 24, 2018 – 6:00 PM

This meeting was held in the Midwest City Council Conference room, second floor, in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 6:42 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

Discussion Items.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Special Utilities Authority for June 24, 2018.

The Trustees had no questions or comments on the agenda items.

There being no further business, Chairman Dukes adjourned the meeting at 6:43 PM.

ATTEST:

MATTHEW D. DUKES, II, CHAIRMAN

SARA HANCOCK, SECRETARY

Notice of this special meeting of the Midwest City Utilities Authority was filed with the City Clerk of Midwest City 48 hours prior to the meeting and copies of the agenda were posted at City Hall and on the website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE SPECIAL MIDWEST CITY
UTILITIES AUTHORITY MEETING**

July 24, 2018 - 7:04 PM

This special meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 9:09 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

Consent Agenda. Eads made a motion to approve the Consent Agenda, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing, and special meeting of June 12, 2018, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2018-2019, increase: Utilities Authority Fund, expenses/Economic (87) \$583,865.
3. Discussion and consideration of passing and approving a resolution for the Midwest City Utilities Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2018 to be made available for fiscal year 2018-2019; amending the budget for fiscal year 2018-2019 to include the released appropriations from the fiscal year 2017-2018 budget as supplemental appropriations; and, effective July 1, 2018, renewing encumbrance commitments canceled at the close of day June 30, 2018.

New Business/Public Discussion.

There was no new business or public discussion.

Adjournment.

There being no further business, Chairman Dukes adjourned the meeting at 9:09 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405.739.1204
Fax: 405.739.1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, City Manager

DATE: December 11, 2018

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during the meeting. Action is at the Trustee's discretion.

J. GUY HENSON, AICP
City Manager