

**MINUTES  
CITY COUNCIL MEETING  
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING  
CITY OF PRYOR CREEK, OKLAHOMA  
TUESDAY, NOVEMBER 1<sup>ST</sup>, 2016 AT 6:00 P.M.**

The City Council of the City of Pryor Creek, Oklahoma met in regular session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. This meeting was followed immediately by a meeting of the Pryor Public Works Authority. Notice of these meetings was posted on the East bulletin board located outside to the South of the entrance doors and the City website at [www.pryorcreek.org](http://www.pryorcreek.org). Notice was also e-mailed to *The Paper* and *The Times* newspapers and e-mailed to the Council members.

**1. CALL TO ORDER, PRAYER, PLEDGE OF ALLEGIANCE, ROLL CALL.**

Mayor Tramel called the meeting to order at 6:00 p.m. The Prayer was conducted by Scott Craft and the Pledge of Allegiance was led by Mayor Tramel. Roll Call was conducted by City Clerk Eva Smith. Council members present included: Roger Willcutt, Willard Buchanan, Scott Craft, Greg Rosamond, Travis Noland, Jill White and Drew Stott. Members absent: Yolanda Thompson.

Department Heads and other City Officials present: City Attorney K. Ellis Ritchie, Assistant Police Chief James Willyard, Fire Chief Tim Thompson, Assistant Fire Chief B.K. Young, Park Superintendent Frank Powell, Street Superintendent Buddy Glenn, Golf Superintendent Dennis Bowman, Library Director Cari Rerat and Recreation Center Director Laura Holloway.

Others: Police Officer Dustin Van Horn, Pryor Main Street Director BJ Cummings and Library Board Chairperson Jeannette Anderson.

**2. PETITIONS FROM THE AUDIENCE.  
(LIMITED TO 5 MINUTES)**

There were no petitions from the audience.

**3. MAYOR'S REPORT:**

Mayor had no report.

**4. CITY ATTORNEY'S REPORT:**

**a. Second and final reading, discussion and possible action regarding an Ordinance amending Title 3 by adding Chapter 2A Sections 3-2A-1 thru 3-2A-14 to the City Code of the City of Pryor Creek, Mayes County, State of Oklahoma, regarding mobile food service establishment, purpose, definitions, permit for operation required / offense, multiple mobile food service permit requirement, conditions for issuance of permit, restrictions on location as to time, possession of valid license and tax permit required, reasonable conduct of operations, special events, use of public property and public rights-of-way, general requirements of operations, appointment of administrative officer, appeals of decisions; providing for repealer and severability.**

Motion was made by Willcutt, second by Buchanan to approve Ordinance #2016-3 amending Title 3 by adding Chapter 2A Sections 3-2A-1 thru 3-2A-14 to the City Code of the City of Pryor Creek, Mayes County, State of Oklahoma, regarding mobile food service establishment, purpose, definitions, permit for operation required / offense, multiple mobile food service permit requirement, conditions for issuance of permit, restrictions on location as to time, possession of valid license and tax permit required, reasonable conduct of operations, special events, use of public property and public rights-of-way, general requirements of operations, appointment of administrative officer, appeals of decisions; providing for repealer and severability. Motion was amended by Willcutt, second amended by Buchanan to remove the language regarding tables in 3-2A-12A and remove the 90-day and 180-day period in 3-2A-3E. Voting yes: Willcutt, Buchanan, Craft, Rosamond, Noland, White, Stott. Voting no: none.

**b. Second and final reading, discussion and possible action regarding an Ordinance amending Title 1 by adding Chapter 5A Sections 1-5A-1 thru 1-5A-12 to the City Code of the City of Pryor Creek, Mayes County, State of Oklahoma, regarding administrative appeals and setting forth provisions as follows;**

**purpose, application of this chapter, definitions, filings to be made with the City Clerk, requirement for administrative decision in writing, time limit to file appeal, hearing date and notice, time period calculations, form of appeal, City Council to hear and decide appeals, rules of evidence for appeals, record of hearing; providing for repealer and severability.**

Motion was made by Rosamond, second by Willcutt to approve Ordinance #2016-4 amending Title 1 by adding Chapter 5A Sections 1-5A-1 thru 1-5A-12 to the City Code of the City of Pryor Creek, Mayes County, State of Oklahoma, regarding administrative appeals and setting forth provisions as follows; purpose, application of this chapter, definitions, filings to be made with the City Clerk, requirement for administrative decision in writing, time limit to file appeal, hearing date and notice, time period calculations, form of appeal, City Council to hear and decide appeals, rules of evidence for appeals, record of hearing; providing for repealer and severability. Voting yes: Buchanan, Craft, Rosamond, Noland, White, Stott, Willcutt. Voting no: none.

**c. Discussion and possible action regarding filing of the Motion to Dismiss for Failure to State a Claim Pursuant to Oklahoma Statute Title 12 § 2012 (B) (6) Regarding the City of Pryor Creek, Oklahoma.**

Ritchie reviewed the Motion to Dismiss for Failure to State a Claim Pursuant to Oklahoma Statute Title 12 § 2012 (B) (6) Regarding the City of Pryor Creek, Oklahoma. No action was taken.

**d. Discussion and possible action regarding a Resolution calling for the General Election in 2017.**

No action was taken regarding a Resolution calling for the General Election in 2017. Item was tabled until the next Council meeting.

**5. DISCUSS, POSSIBLY ACT ON CONSENT AGENDA.**

(Items deemed non-controversial and routine in nature to be approved by one motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda.)

- a. Approve minutes of October 18<sup>th</sup>, 2016 Council meeting.
- b. Approve payroll purchase orders through November 4<sup>th</sup>, 2016.
- c. Approve claims for purchase orders through November 1<sup>st</sup>, 2016.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	1620161060 - 1620161057	46,812.92
STREET & DRAINAGE	1620161057 - 910833B	103,761.29
GOLF	1620160972 - 1620160981	12,103.53
CAPITAL OUTLAY	1620161034	3,080.00
REAL PROPERTY ACQUISITION	1620161021 - 1620160996	22,309.04
RECREATION CENTER	1620161017 - 1620161057	27,386.35
E-911	1620160962 - 1620160963	201.75
DONATIONS	1620161030 - 1620160961	181.88
	<b>TOTAL</b>	<b>215,836.76</b>
<b>NEW BLANKET PURCHASE ORDERS</b>		
910839B	CHEROKEE PRIDE CONSTRUCTION	23,958.06
	<b>TOTAL</b>	<b>23,958.06</b>

- d. Acknowledge receipt of deficient purchase orders.  
*No deficient purchase orders were presented.*
- e. Discussion and possible action regarding the approval of the Municipal Utility Board's request for the reappointment of Dr. Robert A. Lindsey for a five year term on the Municipal Utility Board, ending June 30<sup>th</sup>, 2021.
- f. Discussion and possible action regarding closing Graham Avenue from U.S. Highway 69 to Rowe Street on November 11<sup>th</sup>, 2016 for the annual Veterans' Day Parade from 11:00 a. m. until 12:00 p.m.
- g. Discussion and possible action regarding closing Graham Avenue from U.S. Highway 69 to Rowe Street on November 12<sup>th</sup>, 2016 for Pryor Main Street Chili Christmas from 6:00 a.m. until 5:00 p.m.
- h. Discussion and possible action regarding closing Graham Avenue from Adair Street to Elliott Street on December 1<sup>st</sup>, 2016 for Annual Christmas Parade from 5:00 p.m. until 10:00 p.m.
- i. Discussion and possible action regarding approval of the 2017 City of Pryor Creek Holiday Calendar.

- j. Discussion and possible action regarding approval of the schedule for the 2017 regular City of Pryor Creek Council meetings.
- k. Discussion and possible action regarding approval of the schedule for the 2017 City of Pryor Creek Budget / Personnel Committee meetings.
- l. Discussion and possible action regarding approval of the schedule for the 2017 City of Pryor Creek Street Committee meetings.
- m. Discussion and possible action regarding approval of the schedule for the 2017 City of Pryor Creek Park Board meetings.
- n. Discussion and possible action regarding approval of the schedule for the 2017 City of Pryor Creek Planning and Zoning Commission meetings schedule.
- o. Discussion and possible action regarding approval of the schedule for the 2017 City of Pryor Creek Recreation Center Board meetings.
- p. Discussion and possible action regarding approval of the schedule for the 2017 Library Board meetings.
- q. Discussion and possible action regarding approval of the schedule for the 2017 Municipal Utility Board meetings.
- r. Discussion and possible action regarding the approval to close the Library on November 12<sup>th</sup>, 2016, November 26<sup>th</sup>, 2016 and December 24<sup>th</sup>, 2016. These dates are Saturdays that follow Friday holiday closures.
- s. Discussion and possible action regarding authorizing the Mayor to sign the Cooperative Service Field Agreement between the City of Pryor Creek and the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (WS).
- t. Approve an expenditure of \$22,269.06 to Fiber Interactive Technologies for Phase 4 - Hardware, Fiber Cabling, Site Survey, RF Optimization for fiber optics project from Real Property Acquisition Fund – City Hall Project Account #46-465-5422.
- u. Discussion and possible action regarding the approval of an expenditure of \$3,080.00 to Infrastructure Solutions Group, LLC in Reference to Roof Repair Bid Documents for Police Station, Graham Community Hall, Thomas J. Harrison Pryor Public Library, Whitaker Swimming Pool, and the Chamber Building from Capital Outlay – Properties Account #44-445-5419.
- v. Approval of an expenditure of \$4,875.00 plus \$112.00 per month for the purchase of the Caselle Human Resources Module in order to interface the current Caselle information with our Affordable Care Act reporting and provide tracking for employee information from General Fund – General Software Account #02-201-5260.
- w. Discussion and possible action regarding the approval for the Street Department to purchase Tracks and Track Rollers for the T-300 Skid Steer, not to exceed \$5,000.00. Tracks are \$1,600.00 each x 2 = \$3,200.00 plus Track Rollers are \$247.00 each x 2 = \$494.00 plus labor = \$300.00 for a total expenditure of \$3,994.00 from Street Fund – Repair and Maintenance Account #14-145-5342.
- x. Discussion and possible action regarding approval of an expenditure of \$23,958.06 to Cherokee Pride Construction, Inc. for Application No: 4 of Street Maintenance 2016 Project from Street – Concrete Repair Account #14-145-5428.
- y. Discussion and possible action regarding the purchase, installation and temporary monitoring of a ground water pump at the Pryor Creek Recreation Center swimming pool from Recreation Center Fund – Repair and Maintenance Account #84-845-5091. Quotes received: Electrical Services, Inc. - \$3,300.00 and American Electric of Pryor Inc. - \$3,950.00. Each quote includes a 2 HP 208 Volt 3 Phase Pump.
- z. Discussion and possible action regarding repair or replacement of transmission of a 2010 Crown Victoria (VIN #2FABP7BV1AX123496) from the following quotes: Roberts Auto Center - \$3,660.00 to replace transmission including an \$800.00 fee owed for checking the current transmission with three-year / 100,000 mile warranty, G & M Automotive - \$3,350.09 with a three-year /unlimited mileage warranty for transmission replacement and Barker's Transmission Repair - \$1,750.00 to repair the current transmission with a one-year, 12,000 mile warranty from General Fund – Police – Repair and Maintenance Account #02-215-5091.
- aa. Discussion and possible action regarding accepting the resignation of City of Pryor Creek Police Officer Nate Reed effective November 6<sup>th</sup>, 2016.
- bb. Discussion and possible action regarding approval of Derrick McNutt to fill one vacant Volunteer Firefighter position.
- cc. Discussion and possible action regarding approval of Josh Taylor to fill one vacant Volunteer Firefighter position.

Motion was made by Stott, second by Rosamond to approve items a-cc, less items r,s,t,w,x,z. No action necessary on x, due to approval of a blanket purchase order. Voting yes: Craft, Rosamond, Noland, White, Stott, Willcutt, Buchanan. Voting no: none.

Thompson arrived at 6:40 p.m.

**r. Discussion and possible action regarding the approval to close the Library on November 12<sup>th</sup>, 2016, November 26<sup>th</sup>, 2016 and December 24<sup>th</sup>, 2016. These dates are Saturdays that follow Friday holiday closures.**

Motion was made by Willcutt, second by Buchanan to approve closing the Library on November 12<sup>th</sup>, 2016, November 26<sup>th</sup>, 2016 and December 24<sup>th</sup>, 2016. These dates are Saturdays that follow Friday holiday closures. Voting yes: Rosamond, Noland, White, Willcutt, Buchanan, Thompson. Voting no: Stott and Craft.

**s. Discussion and possible action regarding authorizing the Mayor to sign the Cooperative Service Field Agreement between the City of Pryor Creek and the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (WS).**

Motion was made by Willcutt, second by Buchanan to approve authorizing the Mayor to sign the Cooperative Service Field Agreement between the City of Pryor Creek and the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (WS). Voting yes: Noland, White, Willcutt, Buchanan, Thompson, Craft, Rosamond. Voting no: Stott.

**t. Approve an expenditure of \$22,269.06 to Fiber Interactive Technologies for Phase 4 - Hardware, Fiber Cabling, Site Survey, RF Optimization for fiber optics project from Real Property Acquisition Fund – City Hall Project Account #46-465-5422.**

Motion was made by Rosamond, second by Craft to approve an expenditure of \$22,269.06 to Fiber Interactive Technologies for Phase 4 - Hardware, Fiber Cabling, Site Survey, RF Optimization for fiber optics project from Real Property Acquisition Fund – City Hall Project Account #46-465-5422. Voting yes: White, Stott, Willcutt, Buchanan, Thompson, Craft, Rosamond, Noland. Voting no: none.

**w. Discussion and possible action regarding the approval for the Street Department to purchase Tracks and Track Rollers for the T-300 Skid Steer, not to exceed \$5,000.00. Tracks are \$1,600.00 each x 2 = \$3,200.00 plus Track Rollers are \$247.00 each x 2 = \$494.00 plus labor = \$300.00 for a total expenditure of \$3,994.00 from Street Fund – Repair and Maintenance Account #14-145-5342.**

Motion was made by Buchanan, second by Stott to approve the Street Department to purchase Tracks and Track Rollers for the T-300 Skid Steer, not to exceed \$5,000.00. Tracks are \$1,600.00 each x 2 = \$3,200.00 plus Track Rollers are \$247.00 each x 2 = \$494.00 plus labor = \$300.00 for a total expenditure of \$3,994.00 from Street Fund – Repair and Maintenance Account #14-145-5342. Motion was amended by Buchanan, second amended by Stott not to exceed \$6,000.00. Voting yes: Stott, Willcutt, Buchanan, Thompson, Craft, Rosamond, Noland, White. Voting no: none.

**z. Discussion and possible action regarding repair or replacement of transmission of a 2010 Crown Victoria (VIN #2FABP7BV1AX123496) from the following quotes: Roberts Auto Center - \$3,660.00 to replace transmission including an \$800.00 fee owed for checking the current transmission with three-year / 100,000 mile warranty, G & M Automotive - \$3,350.09 with a three-year /unlimited mileage warranty for transmission replacement and Barker's Transmission Repair - \$1,750.00 to repair the current transmission with a one-year, 12,000 mile warranty from General Fund – Police – Repair and Maintenance Account #02-215-5091.**

Motion was made by Rosamond, second by Buchanan to approve expenditure to Roberts Auto Center as in the best interest of the City for replacement of transmission of a 2010 Crown Victoria (VIN # 2FABP7BV1AX12-3496) from the following quotes: Roberts Auto Center - \$3,660.00 to replace transmission including an \$800.00 fee owed for checking the current transmission with three-year / 100,000 mile warranty, G & M Automotive - \$3,350.09 with a three-year /unlimited mileage warranty for transmission replacement and Barker's Transmission Repair - \$1,750.00 to repair the current transmission with a one-year, 12,000 mile warranty from General Fund – Police – Repair and Maintenance Account #02-215-5091. Voting yes: Buchanan, Thompson, Rosamond, Noland, White. Voting no: Willcutt, Craft, Stott.

## **6. DEPARTMENT HEAD REPORTS:**

### **a. Street Department – Buddy Glenn**

Buddy Glenn reported that the drainage project on Pine Street has been finished. They have also put in some head walls on NE 5<sup>th</sup> Street, have done some work around 214 S. Elliott, SE 18<sup>th</sup>, have put in an entryway for Golf Course and have done some work on NW 5<sup>th</sup> Street. They patched the roof on their old building, so they will know next time it rains if that worked. The streets for the next asphalt overlay have been identified. The engineer has the list, and more information will be coming to the Council.

### **b. Park / Cemetery Department – Frank Powell**

Frank Powell reported that the cemetery is still being mowed. There have been 20 funerals since mid-September. They got the millings hauled off from the street project South of town. They have painted tennis poles in the park, have done some repair work on swings and have winterized bathrooms (except for Whitaker). They continue to work on trails and work on things within the shop.

### **c. Library – Cari Rerat**

Cari Rerat handed out October statistics on the Library (see attached).

### **d. Recreation Center – Laura Holloway**

Laura Holloway reported that this is the 10-year anniversary of the Recreation Center. She also handed out a chart that shows the growth over the last two years (see attached).

### **e. Golf – Dennis Bowman**

Dennis Bowman reported that the season is winding down. They are still mowing. They have been spraying the Bermuda grass which is encroaching on the greens. It seems to be working very well. The John Deere mower was stolen. The revenues are down over the last four months and they are watching that closely. A turf conference is coming up regarding new chemicals, one of which is what they are using on the Bermuda grass issue.

### **f. Police Department – Dennis Nichols**

Assistant Police Chief James Willyard handed out a statistics report (see attached).

### **g. Fire Department – Tim Thompson**

Tim Thompson handed out a statistics report (see attached). He reminded everyone that the annual pancake breakfast is coming up on Saturday.

## **7. COMMITTEE REPORTS:**

### **a. BUDGET / PERSONNEL (ROSAMOND)**

Rosamond reported that the Budget / Personnel Committee will meet next week.

### **b. ORDINANCE / INSURANCE (THOMPSON)**

Thompson reported that the Ordinance / Insurance Committee will meet next week.

### **c. STREET / MAINTENANCE GARAGE (WILLCUTT)**

Willcutt reported that the Street Committee met last Tuesday.

## **8. UNFORESEEABLE BUSINESS.**

(ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

No unforeseeable business was presented.

## **9. ADJOURN.**

Motion was made by Stott, second by Willcutt to adjourn. Voting yes: Buchanan, Thompson, Craft, Rosamond, Noland, White, Stott, Willcutt, Voting no: none.

## **PRYOR PUBLIC WORKS AUTHORITY**

### **1. CALL TO ORDER.**

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Mayor Tramel called the meeting to order at 7:25 p.m.

**2. DISCUSS, POSSIBLY ACT ON APPROVAL OF MINUTES OF OCTOBER 18<sup>TH</sup>, 2016 MEETING.**

Motion was made by Stott, second by Willcutt to approve the minutes of October 18<sup>th</sup>, 2016 meeting. Voting yes: Thompson, Craft, Rosamond, Noland, White, Stott, Willcutt, Buchanan. Voting no: none.

**3. UNFORESEEABLE BUSINESS.** (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

No unforeseeable business was presented.

**4. ADJOURN.**

Motion was made by Stott, second by Willcutt to adjourn the Pryor Public Works Authority meeting. Voting yes: Craft, Rosamond, Noland, White, Stott, Willcutt, Buchanan, Thompson. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A CHAIRMAN JIMMY TRAMEL

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MINUTES WRITTEN BY CITY CLERK EVA SMITH

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**RESOLUTION NO. 2016-\_\_\_\_\_**  
**A RESOLUTION CALLING FOR THE GENERAL ELECTION IN 2017**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PRYOR CREEK, OKLAHOMA:**

1. That a general election shall be held Tuesday, February 14, 2017 pursuant to the City Charter.
2. That if necessary, a run-off election will be held on Tuesday, April 4, 2017 pursuant to the City Charter.

**BE IT FURTHER RESOLVED**, that the following offices shall be elected for a two (2) year term at said election, unless otherwise indicated:

- A) Council Member/Ward 1 - for a term expiring 2019.
- B) Council Member/Ward 2 - for a term expiring 2019.
- C) Council Member/Ward 3 - for a term expiring 2019.
- D) Council Member/Ward 4 - for a term expiring 2019.
- E) City Clerk - for a term expiring 2019
- F) Police Chief - for a term expiring 2019
- G) Treasurer - for a term expiring 2019

**BE IT FURTHER RESOLVED**, that the following office shall be elected for on (1) year unexpired term at said election, unless otherwise indicated;

- H) Council Member/Ward 2 for a term expiring 2018.

**BE IT FURTHER RESOLVED**, that each candidate for city office shall be qualified elector of the city, an actual resident of the city, and at least 25 year of age; and that each candidate for the office as a council member shall be an actual resident of the Ward for which he or she is a candidate.

**BE IT FURTHER RESOLVED**, that filing for such offices shall take place in the office of the Mayes County Election Board in Pryor Creek, Oklahoma, between the dates of December 5 and December 7 of the year 2016 inclusive, between the hours of 8:00 a.m. and 5:00 p.m.

**BE IT FURTHER RESOLVED**, that contesting of candidacy shall take place in the office of the Mayes County Election Board in Pryor Creek, Oklahoma until December 9, 2016.

Registered qualified voters residing within the corporate limits of the City of Pryor Creek, Oklahoma, shall be eligible to vote in their regular polling place between the hours of 7:00 a.m. and 7:00 p.m. on the dates listed above.

**PASSED AND APPROVED** by the Council of the City of Pryor Creek, Oklahoma, in regular session on this 15th day of November 2016.

\_\_\_\_\_  
**Jimmy Tramel, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Eva Smith, City Clerk**

\_\_\_\_\_  
**K. Ellis Ritchie, City Attorney**

# **FY 2017 Emergency Management Program Grant**

## **Contractual Agreement**

This agreement is entered into by and between the State of Oklahoma Department of Emergency Management, and **The City of Pryor**, Oklahoma, hereinafter referred to as the Political Subdivision. The Oklahoma Department of Emergency Management shall pay the Political Division local jurisdiction for required works performed under the EMPG application and this contractual agreement the sum of **10,000.00** dollars, **subject to the following terms and conditions:**

### **Article 1. Scope of Work**

Advancing the Whole Community approach reinforces the concept that it is the community's responsibility to take necessary and appropriate actions to protect people and property from the consequences of local emergencies and disasters. Communities are challenged to develop collective local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains or improves the community's overall well-being. Achieving this collective capability calls for innovative approaches across the community. The efforts of the Oklahoma Department of Emergency Management is to assist local jurisdiction's Emergency Management with the capabilities to prevent, protect against, respond to and recover from natural disasters, threats of terrorism, and attacks both foreign and domestic. This includes enhancing local jurisdiction's Emergency Management existing practices, programs, institutions and organizations.

#### **1. Quarterly ALL Hazard, Whole Community Planning Group Meetings**

An All-Hazard, Whole Community Planning group will be formed consisting of all Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher Education representatives and business partners as well as any other persons the

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#### **1. Quarterly ALL Hazard, Whole Community Planning Group Meetings**

An All-Hazard, Whole Community Planning group will be formed consisting of all Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher Education representatives and business partners as well as any other persons the

Planning Group deems necessary to promote the “whole community” concept of planning to meet quarterly.

Measurement Methods:

- a. A meeting invitation letter for each meeting to include a mailing list (can be an email copy).
- b. An agenda for each quarterly meeting
- c. Minutes of each quarterly meeting.
- d. Sign-in sheets for each quarterly meeting (dated).

## **2. Emergency Operations Plan**

The Jurisdiction must have an Emergency Operations Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will be directly involved in the quarterly planning and updates of the Jurisdiction’s Emergency Operations Plan. The Emergency Operations Plan will be updated according to CPG 101-v.2

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. Sign-in Sheet from Quarterly Planning Meetings.
- c. An Emergency Operations Plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction’s highest elected official (form provided).

## **3. A Hazard Mitigation Plan Approved by the State and Updated as Required**

The Jurisdiction must have a State approved Hazard Mitigation Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will update the Hazard Mitigation plan according to the evaluation matrix provided by Oklahoma Department of Emergency Management.

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. A Hazard Mitigation plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction's highest elected official (form provided).

**4. A Current List of Training and Exercises**

The current Training and Exercise plans will be a topic of discussion of the All Hazard, Whole Community Planning Group.

Measurement Methods:

- a. Quarterly, submit a list of Annex or ESF training activities to the Oklahoma Department of Emergency Management.
- b. Quarterly, submit a list of Annex or ESF exercise activities to the Oklahoma Department of Emergency Management.

**5. Four (4) Exercises of Any Type**

The Jurisdiction must conduct four (4) exercises of any type. The types of exercises are Seminars, Workshops, Tabletop, Games, Drills, Functional, and Full-Scale. (You can only count one WebEOC drill as part of the four.) All exercises need to test all or part of the Emergency Operations Plan. You may also count one Federally Declared Disaster as an exercise.

Measurement Methods:

- a. A copy of the After Action Report-Improvement Plan (AAR-IP) for each exercise must be submitted to the Oklahoma Department of Emergency Management.

**6. One (1) Full Scale Exercise**

The Jurisdiction must participate in one Full-Scale Exercise. The Statewide Earth Wind and Fire exercise will count as an Emergency Operations Center full scale exercise.

Measurement Methods:

- a. The AAR-IP for the jurisdiction's part of the exercise must be generated by the jurisdiction and a copy of the AAR-IP must be submitted to Oklahoma Department of Emergency Management.

**7. Attendance of the Strategic Regional Planning Workshop**

The Oklahoma Department of Emergency Management Regional Coordinator, in conjunction with local Emergency Managers, will host a Professional Development Workshop. The Emergency Management Director shall attend their Area's Workshop, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

**8. Attendance of the Annual Oklahoma Emergency Management Conference**

The Emergency Management Director shall attend the Annual Oklahoma Emergency Management Conference, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

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**9. Attendance of Four (4) Oklahoma Department of Emergency Management Strategic Regional Planning Meetings**

The Emergency Management Director shall attend the Oklahoma Department of Emergency Management Regional Coordinator's Quarterly Quadrant meetings.

Measurement Methods:

- a. A copy of the sign-in sheet.

## 10. Current List of Ongoing Whole Community Preparedness Projects

A current list of Emergency Response Agencies'/Organizations' efforts in Whole Community Preparedness projects.

Measurement Methods:

- a. Submit a list of whole community preparedness activities to the Oklahoma Department of Emergency Management.

### Article 2. EMPG Sub-Grant Required Cost Match

The EMPG Sub-Grant funds that are used towards the Political Subdivision's EMPG Program shall not exceed 50 percent of the total Political Subdivision's Emergency Management budget.

The Political Subdivision must cost match (cash or in-kind) the Federal contribution according to the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Public Law 93-288), as amended, 42 U.S.C. 5121-5207, specifically, Title VI, sections 611(j) and 613. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. Documentation of the cost match and actual expenditures of the Political Subdivision's EMPG Sub-Grant funds shall be supplied to the Oklahoma Department of Emergency Management.

### Article 3. Funding Guidelines

EMPG Sub-Grant funds can only be used for the purposes set forth in this contract. **All EMPG**

**Sub-Grant fund expenditures must be accounted for and follow this funding guidance.**

Grant funds may not be used for matching funds for Federal grants, cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings. Additionally, EMPG Sub-Grant funds may not be used to sue the Federal government or any other government entity.

## Authorized Expenditures:

### 1. Operations

FY 2017 EMPG Sub-Grant funds may be used for all hazards local Emergency Management operations activities that may include, but are not limited to:

- a. Staffing including salary and personnel costs
- b. Compensatory time off
- c. Overtime
- d. Day-to-day activities in support of Emergency Management
- e. Associated fringe benefits

### 2. Planning

FY 2017 EMPG Sub-Grant funds may be used for a range of Emergency Management planning activities that may include, but are not limited to:

- a. Community based planning to advance the Whole Community, Security and Emergency Management concept.
- b. Maintaining a current Hazard Mitigation plan inclusive of a Hazard Identification and Risk Assessment (HIRA).
- c. Maintaining current Emergency Operations procedures that conform to the guidelines outlined in CPG 101 v.2.
- d. Developing and/or enhancing comprehensive Emergency Management plans.

### 3. Training

FY 2017 EMPG Sub-Grant funds may be used for a range of Emergency Management related training activities **for the purposes of enhancing local Emergency Management's personnel capabilities.** Training related expenses may include, but are not limited to:

- a. Training development, delivery and/or evaluation

- b. Overtime
- c. Travel
- d. Hiring of full or part-time staff, contractors or consultants
- e. Certification or recertification of Instructors

#### 4. Exercise

FY 2017 EMPG Sub-Grant funds may be used for a range of Emergency Management related exercise activities **for the purposes of testing and improving local jurisdiction's Emergency Management Operations plans**. Qualifiable exercises are those conducted within the Political Subdivision's jurisdictional boundaries. Exercise related expenses may include, but are not limited to:

- a. Exercise conduct, design, development and evaluation
- b. Hiring full or part-time staff, contractors or consultants
- c. Travel
- d. Supplies

#### 5. Equipment

In accordance with 44 CFR 13.32 allowable equipment categories for the FY 2017 EMPG program are listed on the web based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA adopted standards to be eligible for purchase using these funds. Additionally, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Equipment expenses may come from the following AEL categories:

- a. Information Technology (Category 4)
- b. Cyber-Security Enhancement Equipment (Category 5)

- c. Detection Equipment (Category 7)
- d. Power Equipment (Category 10)
- e. Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- f. Physical Security Enhancement Equipment (Category 14)
- g. Other Authorized Equipment (Category 21)

**Unauthorized Expenditures:**

- a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g. construction vehicles). The only vehicle costs that are reimbursable are fuel and/or mileage.
- b. Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g. electronic messaging signs).
- c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.
- d. Expenditures for weapons and ammunition.
- e. Costs to support the hiring of sworn safety officers (sworn law enforcement officers).
- f. Activities unrelated to the completion and implementation of the EMPG.
- g. Other items not in accordance with the aforementioned authorized expenses.

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**Article 4. Sub-Grant Administration Requirements**

1. Any tasking the Oklahoma Department of Emergency Management receives from the U.S. Department of Homeland Security, FEMA or any other federal agency that is Emergency Management related and requires the assistance of the Political Subdivision shall also be considered as part of the required tasking elements under the EMPG Sub-Grant.

2. If the Political Subdivision receives 500,000 or more in Federal funds in Federal FY 2017, they are responsible for compliance with the provisions of the Single Audit Act amendments of 1996. The Political Subdivision shall submit a copy of their audit letter signed by the auditor for Federal FY 2017 to the Oklahoma Department of Emergency Management.
3. **The FY 2017 EMPG Sub-Grant is a performance based grant.** In an effort to ensure EMPG requirements compliance, each Political Subdivision's performance shall be monitored. The Political Subdivision jurisdiction's Emergency Management will be visited a minimum of four (4) times each year by a Regional Coordinator or other representative of the Oklahoma Department of Emergency Management. The field visits shall be conducted at a mutually, agreed date, time and location during each quarter.
4. Each quarter the EMPG Political Subdivision will submit a minimum of one (1) progress report to the jurisdiction's assigned Oklahoma Department of Emergency Management Regional Coordinator. Submitted documentation shall be maintained by the Political Subdivision and the Department of Emergency Management for a minimum of three (3) years.

**\* Please Note**

1<sup>st</sup> Quarter: October 1, 2016 – December 31, 2016

2<sup>nd</sup> Quarter: January 1, 2017 – March 31, 2017

3<sup>rd</sup> Quarter: April 1, 2017 – June 30, 2017

4<sup>th</sup> Quarter: July 1, 2017 – September 30, 2017

## **Article 5. Payment Terms**

All payments will be contingent upon the Political Subdivision jurisdiction's payment requests and the Oklahoma Department of Emergency Regional Coordinator's review of required tasks.

Should the Political Subdivision found to be in keeping with the EMPG Sub-Grant performance requirements, the following shall occur:

1. Payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made by the Oklahoma Department of Emergency Management for the First Quarter, after January 15, 2017 following receipt of the fully executed agreement and receipt of the quarterly payment request letter from the jurisdiction along with documentation of the first quarter's tasks. The Oklahoma Department of Emergency Management Regional Coordinator will approve each payment.
2. Payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made for the Second Quarter after April 15, 2017 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.
3. Payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made for the Third Quarter after July 15, 2017 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.
4. Final payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made for the fourth quarter after October 15, 2017, upon receipt of the quarterly request letter and terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.

#### **Article 6. Amendments**

Any alterations or deviations to this agreement shall be executed only upon written agreement of both parties, and if there is a change to the agreement award for such alteration or deviation, it shall be noted.

**Article 7. Waiver of Scope of Work Line Items**

During the performance period of the Sub-Grant, only one (1) waiver relieving the jurisdiction from having to complete a basic scope of work line item (Article 1 Scope of Work 1-10) may be approved. In no case will a Sub-Grant recipient be permitted to request a waiver for the same scope of work line item in two consecutive years (Reference Article 8).

**Article 8. Award Reduction**

If the Political Subdivision fails to complete or adhere to the performance based Sub-Grant requirements, the award amount is subject to a reduction.

**Article 9. Suspension of Sub-Grant/Debarment from Future Awards**

If the Political Subdivision fails to complete the agreed scope of work they may be barred from participation in the sub-grant program for the following Federal Fiscal Year.

**Article 10. Termination**

This agreement may be cancelled by either party by providing 15 days' notice in writing to the other party.

**Article 11. Audit Clause**

In accepting this agreement, the Political Subdivision agrees to this audit clause which provides that books, records, documents, accounting procedures, practices, or any other items of the Political Subdivision relevant to the agreement are subject to examination by the Federal Emergency Management Agency, the Oklahoma Department of Emergency Management, the State of Oklahoma and the State Auditor and Inspector.

## **Article 12. Non-Collusion**

In accepting this agreement, the Political Subdivision acknowledges that they have not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.

## **Article 13. National Environmental Policy Act (NEPA)**

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environment Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

Recipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. The Screening Form is available at:

([www.fema.gov/doc/government/grant/bulletins/infor329\\_final\\_screening\\_memo.doc](http://www.fema.gov/doc/government/grant/bulletins/infor329_final_screening_memo.doc)). For these

types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Oklahoma Department of Emergency Management. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

#### **Article 14. Trafficking in Persons**

A. Provisions applicable to a recipient.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
  - a. Engage in sever forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procure a commercial sex act during the period of time that the award is in effect;  
or
  - c. Use forced labor in the performance of the award or subawards under the award.
2. We, as the State awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
  - a. Is determined to have violated a prohibition in paragraph A.1 of this award term;  
or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either;
    - i. Associated with performance under this award; or
    - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide

Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the State awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
  - a. Associated with performance under this award; or
  - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR part 3000.

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
  - a. Implements section 106(g) of the Trafficking Victims Protection Act 2000 (TVPA), as amended (22 U.S.C. 7104(g), and
  - b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
  - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provisions, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity" means:
  - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
  - b. Includes:
    - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
    - ii. A for-profit organization.
4. "Severe forms of trafficking in person," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## Article 15. General Provisions

1. All work shall be completed in a professional manner and in compliance with all applicable laws.
2. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
3. The Political Subdivision warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Political Subdivision or its employees or agents.
4. The Political Subdivision agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma, and are not authorized to obligate the State of Oklahoma, its employees or agents.
5. The Oklahoma Department of Emergency Management shall provide to the Political Subdivision technical assistance in fulfilling this contractual agreement to the extent resources are available.
6. The Standard Assurances for Federal Funds submitted by the Political Subdivision, as part of their application package, are hereby referenced and incorporated into this agreement.

# **FY 2017 Emergency Management Program Grant Required Documentation**

As proof of compliance with Federal regulations, the following documents must be submitted to the Oklahoma Department of Emergency Management.

**Please read and/or complete the following provided documents:**

1. FEMA Form 20-16, Summary Sheet for Assurances and Certifications
2. FEMA Form 20-16A, Assurances Non-Construction Programs
3. FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
4. Disclosure of Lobbying Activities

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FEDERAL EMERGENCY MANAGEMENT AGENCY  
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

FOR  
FY 2017

CA FOR (Name of Applicant)

*City of Pryor*

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the application for Federal assistance.

An applicant must check each item that they are certifying to:

- Part I  FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II  FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part III  SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurance and certifications.

*Johnny Janzen*  
\_\_\_\_\_  
Typed Name of Authorized  
Representative

*EM Director*  
\_\_\_\_\_  
Title

*[Signature]*  
\_\_\_\_\_  
Signature of Authorized Representative

*11/7/16*  
\_\_\_\_\_  
Date

PLEASE NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

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FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Furthermore, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using your positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-d-3 and 290-ee-3), as relating to nondiscrimination on the basis of drug abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P/L/ 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance of the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals and other non-profit organizations.

FEDERAL EMERGENCY MANAGEMENT AGENCY  
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. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) 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 Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, 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 other funds 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 an employee of Congress, or 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 subcontract(s)) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached. (This form must be attached to certification if non-appropriated funds are to be used to influence activities.)

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-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 civilian judgement rendered against the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform 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) 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 (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

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. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it 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 be engaged in the performance of the grant to 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 employee 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 the applicable FEMA awarding office, i.e., regional office or FEMA office.

(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).

8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

12 N ROWE ST

PRYOR, OK 74361

Check here  if there are workplaces on file that are not identified here. Section 17.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB  
0348-0046

<p><b>1. Type of Federal Action:</b>                  a. contract                  b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p> <p style="text-align: center;"><b>B</b></p>	<p><b>2. Status of Federal Action:</b>                  a. bid/offer/application                  b. initial award                  c. post-award</p> <p style="text-align: center;"><b>A</b></p>	<p><b>3. Report Type:</b>                  a. initial filing                  b. material change                  For Material Change Only:                  Year: _____                  Quarter: _____                  Date of Last Report: _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  Prime Subawardee                  City of Pryor Emergency Management                  12 N Row 5T                  Pryor, OK 74361                  Tier, if known: _____                  Congressional District, if known: _____</p>		<p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime</b>                  Congressional District, if known: _____</p>
<p><b>6. Federal Department/Agency:</b></p>		<p><b>7. Federal Program Name/Description:</b>                  CFDA Number, if applicable: _____</p>
<p><b>8. Federal Action Number, if known:</b></p>		<p><b>9. Award Amount, if known:</b>                  \$ 10,000.00</p>
<p><b>10a. Name and Address of Lobbying Registrant</b>                  (if individual, last name, first name, MI)                  Janzen, Johnny L</p>		<p><b>10b. Individuals Performing Services</b>                  (last name, first name, MI, and address if different from No. 10a)                  Janzen, Johnny L</p>
<p><b>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.</b></p>		<p><b>Signature:</b>   <b>Print Name:</b> Johnny Janzen  <b>Title:</b> EM Director  <b>Telephone No:</b> 918 825 4650 <b>Date:</b> 11/7/16</p>
<p><b>Federal Use Only:</b></p>		

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# FY 2017 Emergency Management Program Grant Signature Page

Approved by the Oklahoma Department of Emergency Management

this 12<sup>th</sup> day of October, 2016:

Name



---

**Director, Oklahoma Department of Emergency Management**

I certify the The City of Pryor is budgeting \$10,000.00 (The aforementioned amount must be equal to or exceed the grant dollar amount you are receiving) to match this EMPG Sub-Grant of 10,000.00 dollars. The Political Subdivision matching dollars cannot be federal dollars, dollars from another grant or budgeted dollars used to match any other grant.

Approved by the Governing body of the The City of Pryor, Oklahoma

this \_\_\_\_\_ day of \_\_\_\_\_, 2017:

Name



---

**Chief Elected Official**





Tramel, Kevin &lt;tramelk@pryorcreek.org&gt;

---

**Body Armor Cost**

---

Charles Downum <cdownum@claremorecity.com>  
To: "Tramel, Kevin" <tramelk@pryorcreek.org>

Thu, Oct 13, 2016 at 12:57 PM

Kevin,

This is what Johnny came up with. I don't know if he knows exactly how old the vest is but if it is 22 months old how does what he came up with look like to you?

Charles,

I did a little math and came up with \$480.00. I divided the vest cost of \$759.79 by the 60 month life of the vest. It cost about \$12.65 a month. By November it would have been worn around 22 months. I multiplied 22 by \$12.65 and took it away from the \$759.79 original cost. I think the \$480.00 is a fair price. If he is happy with the vest then I recommend getting it.

If you have any questions please let me know.

Thanks,

Johnny

Respectfully,

Johnny Ramsey

Business Manager

Claremore Police Department.

918-341-1212 Ext. 507

---

**From:** Tramel, Kevin [mailto:tramelk@pryorcreek.org]  
**Sent:** Wednesday, October 12, 2016 7:10 PM  
**To:** Charles Downum  
**Subject:** Re: Body Armor Cost

[Quoted text hidden]

## TASER X26P

Safer and more effective than the X26E, the TASER X26P is a piece of law enforcement technology that's been improved inside and out, with an intuitive design, diagnostics, and charge metering.



### ULTRA COMPACT

The X26P is our smallest and most compact Smart Weapon, and its ergonomically designed handle is made with ease of performance in mind. The X26P is larger where it matters—in the handle.

### SINGLE SHOT

# TASER International

Protect Life. Protect Truth.

17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737  
 Fax: (480) 378-6152

**Kevin Tramel**  
 (918) 825-1212  
 918-825-2223  
 tramelk@pryorcreek.org



## Quotation

**Quote:** Q-88207-1  
**Date:** 10/24/2016 11:55 AM  
**Quote Expiration:** 10/31/2016  
**Contract Start Date\*:** 10/24/2016  
**Contract Term:** 1 year

**AX Account Number:**  
 410586

**Bill To:**  
 PRYOR POLICE DEPARTMENT - OK  
 214 SOUTH MILL  
 PRYOR, OK 74361  
 US

**Ship To:**  
 Kevin Tramel  
 PRYOR POLICE DEPARTMENT - OK  
 214 SOUTH MILL  
 PRYOR, OK 74361  
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jason Maxwell	(480) 502-6201	jmaxwell@taser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

### Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	11002	HANDLE, BLACK, CLASS III, X26P	USD 931.45	USD 3,725.80	USD 0.00	USD 3,725.80
4	11010	XPPM, BATTERY PACK, X26P	USD 65.72	USD 262.88	USD 0.00	USD 262.88
4	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 55.11	USD 220.44	USD 0.00	USD 220.44
<b>Hardware Total Before Discounts:</b>						USD 4,209.12
<b>Hardware Net Amount Due:</b>						USD 4,209.12

<b>Subtotal</b>	USD 4,209.12
<b>Estimated Shipping &amp; Handling Cost</b>	USD 58.93
<b>Grand Total</b>	USD 4,268.05

**TASER International, Inc.'s Sales Terms and Conditions  
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at [www.taser.com/legal](http://www.taser.com/legal). You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (if needed):** \_\_\_\_\_

Quote: Q-88207-1

Please sign and email to Jason Maxwell at [jmaxwell@taser.com](mailto:jmaxwell@taser.com) or fax to (480) 378-6152

THANK YOU FOR YOUR BUSINESS!

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Tramel, Kevin <tramelk@pryorcreek.org>

**Phazzerstore.com New Order # S.O. 133202**

sales@phazzer.com <sales@phazzer.com>  
Reply-To: sales@phazzer.com  
To: tramelk@pryorcreek.org

Fri, Oct 28, 2016 at 2:04 PM



Phone: 855-742-9937  
sales@phazzer.com

**Order Confirmation**

Hello Kevin Tramel,

Thank you for your order. Please review it below and let us know immediately if you see anything that appears to be incorrect. You will receive an email with tracking information when your order has been shipped.

Thank you for using PhaZZer Electronics, Inc..

**Order Information**

**Order Number:** S.O.133202  
**Order Date:** 10/28/2016

**Billing Address**

Kevin Tramel  
Pryor Police Department  
tramelk@pryorcreek.org  
918-825-1212  
214 S Mill  
Pryor, OK 74361 US

**Order Summary**

**Additional Information**

**Comments:**  
QUOTE PREPARED BY PRL  
**Account Information:**  
Login: tramelk@pryorcreek.org  
Pass: \*\*\*\*\*  
**Payment Information**

**Payment Method**  
PURCHASE ORDER or UNPAID QUOTE

**Shipping To:** Kevin Tramel Pryor Police Department  
214 S Mill Pryor, OK 74361 US

**Shipping Method**  
USPS - Priority Mail



1-EBLK-DP PhaZZer Enforcer Complete Set - Black w/ Data Port	\$710.00 x 4	\$2,840.00
--	--------------	------------

PHZ-HOL-LR Phazzer Brand Level 2 Retention Duty Holster Ambidextrous	\$57.00 x 4	\$228.00
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1-DPR PhaZZer Enforcer Wireless Dataport Receiver	\$300.00 x 1	<b>\$300.00</b>
--	--------------	-----------------

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**Subtotal: \$3,368.00**  
**Discount: \$0.00**  
**Shipping: \$34.50**  
**Sales Tax: \$0.00**  
**Total: \$3,402.50**

**Checkout Questions**

Yes I have read the Terms and Conditions and I agree:

PhaZZer Electronics, Inc.	808 N. Hoagland Blvd Kissimmee, FL 34741 Phone: 855-742-9937
---------------------------	---

**The following instructions apply only if you pay via Bank Wire Transfer.**

Please transfer the balance to our bank. You can also setup your Direct Pay or E-Check by creating an account. Please refer to your online banking instructions. If you decide Direct Pay or E-Check payment method, please notify us with validation amount deposits.

Your Order will be processed as soon as we have verification of payment.

We are banking with:

Wells Fargo  
PhaZZer Electronics  
808 N. Hoagland Blvd  
Kissimmee, FL 34741  
Phone Number: 1 (855) 742-9937

Account # 3189946456  
Swift # WFBIUS6S - FOR INTERNATIONAL TRANSFER  
ABA Routing#: 121000248 - FOR US DOMESTIC TRANSFER  
Bank Name: Wells Fargo Bank, NA

Becky Ficene  
Business Banker  
10010 Regency Circle  
Omaha, NE 68114

Direct: 402-384- 5525  
Email : Becky.J.Ficene@wellsfargo.com

# 911 Outfitters, LLC.

We look forward to working with you!

ESTIMATE AMOUNT

## \$ 2,740.00

911 Outfitters, LLC.  
2424 N. 32nd St.  
Muskogee, Oklahoma 74401  
Office Phone: 918-348-2677  
accounts@911outfittersllc.com

## Estimate

Estimate Number: E161108113  
Estimate Date: 11/08/2016  
Payment Terms: Payment 15 days after invoice date  
Estimate Amount: 2,740.00  
Created By: 911 Outfitters LLC

Start Date



Comments

Approve

**Bill To**  
Pryor Police

**Ship To**  
Pryor Police

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1022	PhaZZer Enforcer Kit PhaZZer Enforcer 3 Cartridges 15ft, Pepper, Trainer and Holster	4.00	685.00		2,740.00

Subtotal: \$ 2,740.00  
Estimate Amount \$ 2,740.00



## Proposed Court Changes for 2017

**Current schedule/rates:** (stay on a 2-day-per-week court schedule)

**97 court days:**

Judges @ 185.50 x 97 = \$17,993.50

Attorneys @ 137.50 x 97 = \$13,337.50

**1 day per week (Feb – Dec)**

**56 court days:**

Judges @ 200.00 x 56 = \$11,200.00

Prosecutors @ 200 x 56 = \$11,200.00

**Savings/Difference of:**

Judges = \$6,793.50

Prosecutors = \$2,137.50

**Total: \$8,931.00**