



**AGENDA FOR THE REGULAR MEETING
OF THE MOORE CITY COUNCIL
MOORE PUBLIC WORKS AUTHORITY
THE MOORE RISK MANAGEMENT BOARD
AND THE MOORE ECONOMIC DEVELOPMENT AUTHORITY
SEPTEMBER 18, 2023 – 6:30 P.M.
301 N. BROADWAY**

The City of Moore encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability (such as a hearing or speech disability) notification to the City Clerk at least forty-eight (48) hours prior to the scheduled public meeting is encouraged to allow the City to make the necessary accommodations.

1) CALL TO ORDER

- A) Roll Call
- B) Pledge of Allegiance

2) CONSENT DOCKET:

- A) Receive and approve the minutes of the regular City Council meeting held September 5, 2023. **Page 5**
- B) Receive the minutes of the regular Parks Board meeting held August 1, 2023. **Page 17**
- C) Approve contracts with Aging Services, Bethesda, Moore Youth and Family, Mary Abbott Children's House, St. Vincent de Paul, Metropolitan Fair Housing, Rose Rock Habitat for Humanity, and the Virtue Center using Community Development Block Grant Entitlement (CDBG) funds and CDBG-COVID 19 (CDBG-CV) funds. **Page 21**
- D) Accept 301 sq. ft. of Temporary Construction Easement from the Central Church of Christ Holding Company for construction of the Eastern Avenue Phase 2 Project located on Eastern Avenue from SE 4th Street to NE 9th Street. **Page 137**

E) Approve and ratify claims and expenditures for FY 2023-2024 in the amount of \$2,904,456.74. **Page 143**

ACTION: _____

3) Receive a report from Select Actuarial Services and accept the annual Actuarial Report for fiscal year ended June 30, 2023. **Page 184**

ACTION: _____

4) Consider an appeal of an Administrative Order condemning property located at 2873 Woodlawn Drive. Application by Robert Groshon, Jr., attorney for homeowners Olie and Dilwyn Duree. **Community Development**

ACTION: _____

5) Consider approval of the 2023 City of Moore Standards and Specifications to be used for infrastructure development within the City. **Community Development**

ACTION: _____

6) Consider approval of payment three of five in the amount of \$41,588.82 on a five-year Taser 7 Bundle purchase to Axon Enterprises for sixty (60) Taser devices. **Police Page 198**

ACTION: _____

7) Consider authorizing the Police Department to solicit bids for the budgeted purchase of eight (8) fleet vehicles. **Police Page 203**

ACTION: _____

8) Consider approval of the budgeted purchase of furnishings for the Moore Police Advancement Center in the amount of \$98,220.25 to Bill Warren Office Products as the lowest quote. **Police Page 211**

ACTION: _____

9) Consider adopting Resolution No. 59(23) authorizing the City of Moore to submit an application to the Association of Central Oklahoma Governments ("ACOG") for the Air Quality Small Grant Program. **Capital Planning & Resiliency ("HUD") Page 218**

ACTION: _____

- 10) Consider approval of a Sports Association Agreement for the 2023-2024 Table Tennis Program at the Moore Community Center. **Parks and Recreation Page 220**

ACTION: _____

- 11) Consider approval of a transfer in the amount of \$1.5 million into the General Fund Reserve Fund. **Finance**

ACTION: _____

- 12) Consider adopting Resolution No. 60(23) approving the purchase of certain real property located at 2001 N. Moore Avenue, approving the final purchase price of said real property, and directing the City Manager/designee to execute necessary documents. **Management Page 227**

ACTION: _____

RECESS THE CITY COUNCIL MEETING AND CONVENE THE MOORE PUBLIC WORKS AUTHORITY MEETING.

- 13) CONSENT DOCKET:

- A) Receive and approve the minutes of the regular Moore Public Works Authority meeting held September 5, 2023.
- B) Ratify and accept the annual Actuarial Report for fiscal year ended June 30, 2023.
- C) Approve and ratify claims and expenditures for FY 2023-2024 in the amount of \$578,145.81. **Page 228**

ACTION: _____

- 14) Consider authorizing the purchase of property located at 2001 N. Moore Avenue in the amount of \$875,000. **Management**

ACTION: _____

- 15) Consider approval of a payment to Price Edwards & Company, LLC in the amount of \$26,250 for commission on the sale of property located at 2001 N. Moore Avenue. **Management Page 234**

ACTION: _____

RECESS THE MOORE PUBLIC WORKS AUTHORITY MEETING AND CONVENE THE MOORE RISK MANAGEMENT MEETING:

16) CONSENT DOCKET:

- A) Receive and approve the minutes of the regular Moore Risk Management meeting held September 5, 2023
- B) Ratify and accept the annual Actuarial Report for fiscal year ended June 30, 2023.
- C) Approve and ratify claims and expenditures for FY 2023-2024 in the amount of \$271,923.90. **Page 235**

ACTION: _____

RECESS THE MOORE RISK MANAGEMENT MEETING AND CONVENE THE MOORE ECONOMIC DEVELOPMENT AUTHORITY MEETING:

17) ROLL CALL

18) CONSENT DOCKET:

- A) Receive and approve the minutes of the regular Moore Economic Development Authority meeting held August 21, 2023. **Page 248**

ACTION: _____

RECESS THE MOORE ECONOMIC DEVELOPMENT AUTHORITY MEETING AND RECONVENE THE CITY COUNCIL MEETING:

19) NEW BUSINESS:

- A) Citizens' forum for items not on the agenda.
- B) Items from the City Council/Trustees.
- C) Items from the City/Trust Manager.

20) ADJOURNMENT

POSTED THIS 13TH DAY OF SEPTEMBER 2023 AT 9:00 A.M. ON THE BULLETIN BOARD OF CITY HALL, LOCATED AT 301 NORTH BROADWAY, MOORE, OKLAHOMA. NAME OF PERSON POSTING THIS NOTICE.

Rhonda Baxter
RHONDA BAXTER, EXECUTIVE ASSISTANT

**MINUTES OF THE REGULAR MEETING OF
OF THE MOORE CITY COUNCIL
THE MOORE PUBLIC WORKS AUTHORITY
AND THE MOORE RISK MANAGEMENT BOARD
SEPTEMBER 5, 2023 – 6:30 P.M.**

The City Council of the City of Moore met in the City Council Chambers, 301 North Broadway, Moore, Oklahoma on September 5, 2023 at 6:30 p.m. with Vice-Mayor Mark Hamm presiding.

Adam Webb
Councilman, Ward I

Kathy Griffith
Councilwoman, Ward I

Melissa Hunt
Councilwoman, Ward II

Mark Hamm
Councilman, Ward II

Jason Blair
Councilman, Ward III

Louie Williams
Councilman, Ward III

PRESENT: Griffith, Blair, Hunt, Williams, Hamm
ABSENT: Webb, Lewis

STAFF MEMBERS PRESENT: City Manager, Brooks Mitchell; Assistant City Manager, Jerry Ihler; City Attorney, Brian Miller; Assistant City Attorney, Rebecca Miller; City Clerk, Vanessa Kemp; Community Development Director, Elizabeth Weitman; Emergency Management Director, Gayland Kitch; Finance Director, John Parker; Fire Chief Greg Herbster; Information Technology Director, David Thompson; Lead Building Inspector, Mark Earls; Parks and Recreation Director, Sue Wood; Police Chief Todd Gibson; Public Affairs Director, Deidre Ebrey; Public Works Director, Tony Mensah; and Veolia Water Project Manager, Robert Pistole.

Agenda Item Number 2 being:

CONSENT DOCKET:

- A) APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD AUGUST 21, 2023.
- B) RECEIVE THE MINUTES OF THE REGULAR PLANNING COMMISSION MEETING HELD JULY 11, 2023.
- C) ACCEPT THE MOORE URBAN RENEWAL AUTHORITY ANNUAL REPORT WITH FINANCIAL STATEMENT.
- D) APPROVE AND RATIFY CLAIMS AND EXPENDITURES FOR FY 2022-2023 IN THE AMOUNT OF \$223,353.82 AND APPROVE AND RATIFY CLAIMS AND EXPENDITURES FOR FY 2023-2024 IN THE AMOUNT OF \$4,598,023.17.

Councilwoman Hunt moved to approve the Consent Docket in its entirety, second by Councilman Williams. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

Agenda Item Number 3 being:

CONSIDER THE FINAL PLAT OF SILVER LEAF COURTS, LOCATED IN THE NW/4 OF SECTION 13, T10N, R3W, BEING SOUTH OF NE 12TH STREET AND EAST OF EASTERN AVENUE. APPLICATION BY NOBEL REH, LLC/JAKE SHOEFLER. (PLANNING COMMISSION RECOMMENDED APPROVAL 7-0). WARD 1.

Elizabeth Weitman, Community Development Director, advised that the subject site is located south of NE 12th Street and west of Silver Leaf Drive. Ms. Weitman advised that the applicant proposed a single-family residential development on approximately .77 acres with five dwelling units. She stated that public water and sewer were available to the site. Because the site is under one acre in size stormwater detention would not be required and no identified FEMA floodplain is located on the property. Ms. Weitman noted that there is offsite drainage coming from the Silverleaf Shopping Center to the west. She advised that drainage plans were submitted and approved which divides the water into two flumes before taking it to outlet on N. Silver Leaf Drive. Access to the property will be provided by N. Silverleaf Drive.

Ms. Weitman stated that the property was rezoned to R-1 Single-Family Residential as a Planned Unit Development on August 2, 2021. The PUD included the following amenities:

- 70% masonry on exterior facade
- Two-car garages for each house
- Personalized landscaping plan to include one to two trees and four to seven shrubs per lot.

Ms. Weitman advised that the Envision Moore 2040 Plan designated the area as Community Commercial. The application was reviewed and found to be in conformance with the Plan. She advised that the Final Plat was found to be in general conformance with the Preliminary Plat and the approved PUD; therefore, staff recommended approval of the item.

Councilman Williams moved to approve the Final Plat of Silver Leaf Courts, located in the NW/4 of Section 13, T10N, R3W, being south of NE 12th Street and east of Eastern Avenue, second by Councilwoman Griffith. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

Agenda Item Number 4 being:

CONSIDER APPROVAL OF THE 2023 CITY OF MOORE STANDARDS AND SPECIFICATIONS TO BE USED FOR INFRASTRUCTURE DEVELOPMENT WITHIN THE CITY.

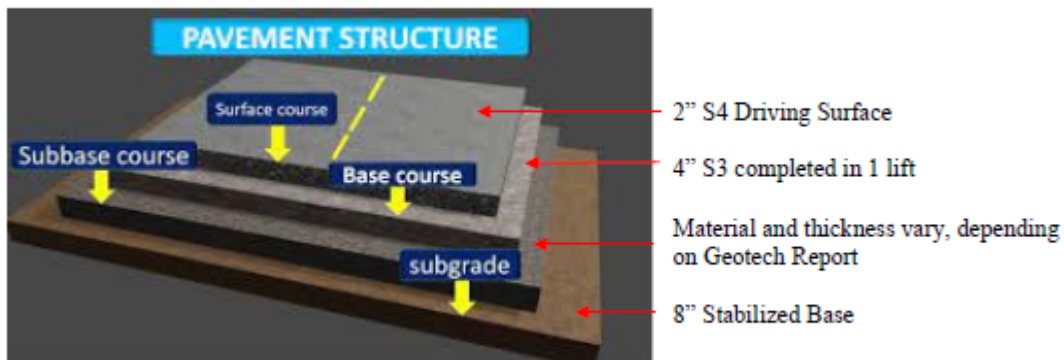
Elizabeth Weitman, Community Development Director, stated that in 2020 the City contracted with ADG and other engineering and technical firms to assist in the development of standards and specifications to be used for infrastructure development. Ms. Weitman advised that the City currently does not have standards and specifications for public improvements which creates problems for developers and contractors.

She advised that the City's current construction details were adopted in 2008 and have not been updated since that time. The proposed standards and specifications were modeled after the City of Oklahoma City and most of it reflects what the City currently requires. Ms. Weitman noted that each page had been reviewed with the appropriate department.

Ms. Weitman referenced a memo that was sent to the City Council with the changes that included items such as the addition of a tracer wire to assist with water line location and the use of mega lugs at all fittings for water connections to reduce the chance of separation. She noted some more substantial changes regarding roadway construction which may cause developer concern:

- GO Technical Reports required on all paving projects. This would include an investment of several thousand dollars for a GO Technical Engineer to take a soil sample and design a roadway section specifically for the soil conditions. This becomes important with unique soil conditions potentially causing failure of the roadway.
- Recycled asphalt not allowed on driving surfaces with asphalt paving. Ms. Weitman advised that ODOT allows up to 25% recycled asphalt in the asphalt mixture. However, the geotechnical engineer felt recycled asphalt plays a large part in the transverse cracking occurring on some roadways because it doesn't bind well enough. Therefore, it is recommended that no recycled asphalt be allowed on driving surfaces with asphalt paving. Recycled asphalt would only be allowed as a base material under concrete streets. Mr. Weitman noted that if the item is approved Moore would likely be the only City in the metro area that doesn't allow recycled asphalt paving; however, Norman, Oklahoma City, and Edmond have reduced their allowed percentage of recycled asphalt to 15% since they are also experiencing issues with transverse cracking.
- Increasing the thickness of roadway section by 2" at the stabilized base or subgrade. Instead of the current requirement of 6" it would be a requirement of 8". The subbase course would be a material and thickness based upon on the geotechnical report findings. There would be a 4" lift of the base course and a 2" lift of the surface course or driving surface.

Proposed Residential Asphalt Road Construction:



Proposed Residential Asphalt Road Construction

CONSTRUCTION STANDARD DETAILS UPDATE (LAST ADOPTED IN 2008)

Ms. Weitman addressed issues in the proposal:

- Cul-de-sac bulbs to be of concrete construction to eliminate "pushing" of asphalt into driveways.
- Include new Old Town Street Standards that include current practices for bicycle lanes and on-street parking options.
- Bring standards up to date with current ADA handicap ramp designs.

Ms. Weitman indicated that another issue which might interest developers was the discussions regarding right-of-way ("ROW") widths. Staff proposed increasing the right-of-way width between 120' to 130' from the current width of 100'. Ms. Weitman advised that in the past five to ten years the Corporation Commission has allowed around ten separate utilities to locate within the ROW. It is anticipated that

number will grow as technology changes. She added that in the future additional driving lanes and turn lanes will become necessary to accommodate increased traffic and for street amenities such as 10' multi-use trails, trees, benches, and the possibility of a public art program. Ms. Weitman noted that in order to score high enough to receive ACOG grant funding all projects must include sidewalks, trails, and streetscape amenities.

Ms. Weitman stated that she gave a short overview of the extremely large volume of information that had been given to Council. She advised that Council may decide to consider the item at this time. However, since some of the issues will affect development Council might prefer to postpone a vote until a later meeting when they have had time to meet with staff for more detailed information or to discuss specific concerns.

Councilwoman Hunt asked what factors determine whether there is a 120' or 130' right-of-way. Ms. Weitman indicated that staff's ideal would be 130'; however, the decision was up to the City Council on what width between 120' and 130' was determined to be adequate. Councilman Williams confirmed that the recommendations for ROW were for arterial roadways. Vice-Mayor Hamm expressed his appreciation for staff's forward thinking on the issues.

Councilman Williams moved to table Agenda Item No. 4 to a future meeting, second by Councilman Blair. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

Councilman Williams thanked Elizabeth Weitman and Jerry Ihler, along with any other staff members, for the time and effort put into the project.

Agenda Item Number 5 being:

CONSIDER AUTHORIZING THE BUDGETED PURCHASE OF A 2024 FORD F-550 CREW CAB 4WD FOR THE FIRE DEPARTMENT FROM BILL KNIGHT FORD IN THE AMOUNT OF \$72,771 USING STATE CONTRACT NO. SW035.

Fire Chief Herbster stated that the agenda item was for authorization to purchase a chassis for a Ford F-550 for use at Fire Station No. 2. He advised that once the chassis is on order staff will bid out the box. Chief Herbster was asked what the vehicle would be used for. He stated that it will be a rescue squad outfitted with all of the pertinent equipment except for hoses, water, and ladders. The vehicle will help reduce the wear and tear on other fire apparatus.

Councilwoman Hunt moved to authorize the budgeted purchase of a 2024 Ford F-550 Crew Cab 4WD for the Fire Department from Bill Knight Ford in the amount of \$72,771 using State Contract No. SW035, second by Councilman Williams. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

Agenda Item Number 6 being:

CONSIDER APPROVAL OF THE PRELIMINARY DESIGN REPORT FOR THE PHILLIPS 66 PARK TO BE LOCATED AT SE 12TH AND WHISPERING OAKS ROAD.

Sue Wood, Parks and Recreation Director, advised that the proposed park would be a natural resource park due to restrictions placed on the land. Ms. Wood stated that the park will have different varieties of grasses, trees, flowers, sidewalk for a walking trail, lighting, and a relatively small parking area.

Councilwoman Griffith moved to approve the Preliminary Design Report for the Phillips 66 Park to be located at SE 12th and Whispering Oaks Road, second by Councilwoman Hunt. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

Agenda Item Number 7 being:

CONSIDER AUTHORIZING THE BUDGETED PURCHASE OF A TRACKED 60" REMOTE-OPERATED ROTARY MOWER FROM KINLOCH EQUIPMENT & SUPPLY IN THE AMOUNT OF \$64,550.00 USING STATE CONTRACT NO. SW0500.

Tony Mensah, Public Works Director, stated that the proposed remote-controlled mower will allow employees to safely mow steep slopes up to 50 degrees. Councilman Williams asked where the mower would be utilized. Mr. Mensah indicated that it would primarily be used in maintaining the drainage ditches.

Councilman Williams moved to authorize the budgeted purchase of a Tracked 60" Remote-Operated Rotary Mower from Kinloch Equipment & Supply in the amount of \$64,550.00 using State Contract No. SW0500, second by Councilwoman Hunt. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

Agenda Item Number 8 being:

CONSIDER AUTHORIZING THE BUDGETED PURCHASE OF A BRINE PRODUCTION SYSTEM WITH APPURTENANT INSTALLATION KITS, CONTROL PANEL, AND ACCESSORIES FROM DULTMEIER SALES IN THE AMOUNT OF \$81,450.00 USING STATE CONTRACT NO. SW0455.

Tony Mensah, Public Works Director, indicated that Agenda Items No. 8 and 9 are companion items relating to the pretreatment of streets before snow and ice conditions. Mr. Mensah indicated that the brine prevents ice from sticking to the streets and allows for better and more efficient removal of the snow and ice after a storm.

Councilman Blair moved to authorize the budgeted purchase of a Brine Production System with appurtenant installation kits, control panel, and accessories from Dultmeier Sales in the amount of \$81,450.00 using State Contract No. SW0455, second by Councilman Williams. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

Agenda Item Number 9 being:

CONSIDER AUTHORIZING THE BUDGETED PURCHASE OF A 1,800-GALLON BRINE APPLICATION SYSTEM (SPRAYER) AND A 2 IN PLUMB KIT FOR DEICE TANK W/EDUCTOR FROM DULTMEIER SALES IN THE AMOUNT OF \$24,100.00 USING STATE CONTRACT NO. SW0455.

Councilman Williams moved to authorize the budgeted purchase of a 1,800-gallon Brine Application System (Sprayer) and a 2 IN Plumb Kit for Deice Tank W/Eductor from Dultmeier Sales in the amount of \$24,100.00 using State Contract No. SW0455, second by Councilman Blair. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

Agenda Item Number 10 being:

APPROVE THE PURCHASE OF ONE (1) TRUNARC PORTABLE DRUG SCANNING SYSTEM AND RELATED ACCESSORIES FROM THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC. IN THE AMOUNT OF \$29,751.86 USING GSA CONTRACT NO. GS-07F-6099R.

Police Chief Gibson stated that the proposed purchase of a portable drug scanning system was a safety item for the police officers in identifying narcotics. Chief Gibson indicated that when identifying drugs such as fentanyl, methamphetamine, or heroine a sample must be taken and placed into a testing kit creating contamination or absorption issues. This new technology device allows analysis of the substance to get a presumptive from the package and does not require the officers to touch it.

Councilman Williams moved to authorize the purchase of one (1) Trunarc Portable Drug Scanning System and related accessories from Thermo Scientific Portable Analytical Instruments Inc. in the amount of \$29,751.86 using GSA Contract No. GS-07F-6099R, second by Councilman Blair. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

Agenda Item Number 11 being:

CONSIDER AUTHORIZING THE BUDGETED PURCHASE OF THREE (3) MAVIC 3 THERMAL DRONES AND TWO (2) MATRICE 30T DRONES WITH LIVE STREAMING AND FLIGHT TRACKER SOFTWARE FROM GENERAL PACIFIC, INC. D/B/A GENPAC DRONES IN THE AMOUNT OF \$65,798 AS THE LOWEST MOST RESPONSIVE QUOTE.

Police Chief Gibson stated that drones are revolutionizing law enforcement by assisting in locating wanted individuals for criminal violations, finding children, and missing persons, to name a few. Chief Gibson indicated that the purchase would enhance drone capabilities with longer flight time and the ability to fly in inclement weather. The drones would provide air support during critical incidents or tactical operations without the need to utilize Oklahoma City's helicopter.

Councilman Williams confirmed that the drones have night time capabilities. Vice-Mayor Hamm asked who would operate the drones. Chief Gibson stated that the officers who pilot the drones are FAA certified as

107 operators requiring a class and a test. The drones can be flown for law enforcement purposes only and the operators have authorization and certification to fly within the City limits of Moore with restricted areas being Tinker AFB and Max Westheimer Airport.

Councilwoman Hunt moved to authorize the budgeted purchase of three (3) Mavic 3 Thermal drones and two (2) Matrice 30T drones with live streaming and flight tracker software from General Pacific, Inc. d/b/a GenPac Drones in the amount of \$65,798 as the lowest most responsive quote, second by Councilman Williams. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

Addendum Item Number 11.1 being:

CONSIDER AN APPEAL OF AN ADMINISTRATIVE ORDER CONDEMNING PROPERTY LOCATED AT 2873 WOODLAWN DRIVE. APPLICATION BY ROBERT GROSHON, JR., ATTORNEY FOR HOMEOWNERS OLIE AND DILWYN DUREE.

Elizabeth Weitman, Community Development Director, stated that the agenda item is an appeal to an administrative order condemning property located at 2873 Woodlawn Drive. This is following several months of negotiation between staff, the homeowners, and their representative regarding the condition of the subject property. Ms. Weitman advised that on May 10, 2023 staff received a complaint that initiated an investigation on the property which resulted in the inspectors concerns being reported to the Building Official and Lead Building Inspector. At the first administrative hearing held May 30, 2023 a structural engineer's report was ordered to determine the extent of the damages. The structural engineer's report was presented at the second administrative hearing held June 15, 2023 and was found to be insufficient. At that time it was noted that a third-party structural engineer would be hired by the City to look at the property and determine the extent of the damage. On August 4, 2023 an experienced structural engineer was secured that works around Moore and the Oklahoma City area. The engineer visited the property on August 7, 2023, August 8, 2023 and August 14, 2023 and performed inspections around and underneath the property to look at the structural members and the crawl space along with some limited interior inspections. Ms. Weitman stated that the City Council was provided with the structural engineer's report which notes significant structural damage. The report was emailed to the homeowner's attorney on August 23, 2023. On August 29, 2023 the last administrative hearing was held. Based on the extent of the damages found in the report City staff had no recourse but to condemn the property since it was found to be uninhabitable. Although the homeowners are currently living in the home, staff cannot say it is safe for human occupancy and the homeowners were advised to move out.

Ms. Weitman stated that over the past 20 years this is the most concerning house that she has seen. City staff has a duty to ensure safe buildings and those living there are relatively safe from imminent failure. These decisions are difficult; however, the issues with the property are not cosmetic but are structural deficiencies. She highlighted some of those deficiencies:

- Roof is deteriorated and support beams connecting the roof to the concrete on the porch are loose and move.
- Missing stem wall is fully missing in places which is what the framing sits on. Without a stem wall there is no support.
- Substantial terminate damage throughout the home. One area is on the sill plate which attaches the wall structure and stem wall. Without anchoring it is vulnerable to updraft winds picking up and moving the house.
- South wall bowing out significantly and contains termite damage.

- Vertical crack where the house is separating. Unknown if it is caused by a foundation issue or the structural members failing and allowing the house to be pulled apart.
- Loose columns on back patio structure.
- Foundation and piers missing or unlevelled. This supports the floor joists.

Ms. Weitman advised that after the City declared the house uninhabitable and condemned the property the property owner exercised their right to appeal the decision. The appeal is what is being considered by Council at this time.

Ms. Weitman noted that a news story ran on Channel 4 which generated interest in the issue. As a result one or more contractors have expressed an interest in donating their time and services to assist with the repair of the home. City staff believes the first step would be to complete a full assessment of the condition of the house and obtain a detailed scope of work by a qualified contractor. Parts of the house were limited for inspection by what could be seen. It is possible that some of the structural elements might need to be exposed to determine the exact scope of the needed repairs. Ms. Weitman stated that she had emailed the property owner's representative and spoke with an interested contractor with Triton Foundation Repair who agreed to meet with City staff on September 12, 2023 at 9:30 a.m. to discuss the scope of work findings and agree on a timeline for repairs. Ms. Weitman noted that repairs should include any structural issues discovered during the onsite assessment. Staff believes it is important to complete the repairs by winter since straight line winds and wet snows can put additional stress on the home creating additional deterioration.

Councilwoman Griffith asked how it is the City's responsibility to protect private citizens from the failure of their own home. Ms. Weitman stated it is one of the functions of City government which is why there is an Inspections Division. Building permits are required for every structure built and inspections are made to ensure the structure meets building code. This is done for the safety of the residents who might not be well versed in construction and may not recognize what is unsafe. Councilwoman Griffith asked if the homeowners have insurance and what would their insurance pay out if the City demolishes the property. Ms. Weitman stated that the property owners are in attendance and available to address any questions.

Robert Groshon, Jr., attorney for homeowners Olie and Dilwyn Duree, addressed the City Council. Mr. Groshon stated that Shane and Donna Simpson with DS Restoration, who were also in attendance, volunteered to do construction work. Also, in attendance was Skip Landis who is the structural engineer hired by the family. Jeff Wedig with Triton Foundation Repair was also at the meeting and was willing to donate time and materials to make the home livable. He noted that it would not be a complete remodel that would bring everything up to Code. He stated that there were a lot of repairs that need to be made. Mr. Groshon stated the family that has a limited amount of money, are of an advanced age with medical problems, and have no place else to go. They want to repair the structure. He understood that the period since the last meeting would give him an opportunity to put together a team and determine how to fix the issues.

Vice-Mayor Hamm stated that no one wanted to condemn the property but to get the home where it would be a safe place to live. He stated his understanding that the City inspected the property because of a complaint received. After finding the problems the City has a responsibility. Mr. Gershon was asked if he believed a scope of work could be established by September 12, 2023 and the work completed by winter.

Richard "Skip" Landes with Landes Engineering stated that the subdivision was constructed in 1929 and houses will deteriorate; however, he believes the structural portion of the home is still repairable.

Councilman Blair asked if a timeline can be determined for repairs by the meeting set for September 12, 2023 with staff and construction completed by December. Mr. Groshon felt that a timeline could be established; however, he wasn't sure if they can meet the December deadline for completion. Councilman Blair confirmed with Ms. Weitman that if a timeline is set and they show progress the deadline can be

extended. He felt the item should be tabled and brought back after the meeting on September 12, 2023 when timelines have been established.

Jeff Wedig with Triton Foundation Repair asked to address the Council. Mr. Wedig felt that clarification was needed on what the City requires before a timeline could be set. Mr. Groshon stated bringing the home up to current City Code would require much more work than making the home habitable by replacing items and performing maintenance that should have been done over a long period of time. Elizabeth Weitman, Community Development Director, advised that typically homeowners in this type of situation would not be expected to bring the entire property up to current Codes. If there is a requirement for items being replaced or repaired, such as anchoring, that part of the Code would apply.

Vice-Mayor Hamm reiterated that the plan would be for the homeowners and their team of contractors to prepare a plan with a timeline for repairs and meet with City staff on September 12, 2023. The Council expressed their appreciation to those companies that volunteered their services to assist the Duree's with repairs to their home.

Councilman Blair moved to table Agenda Item No. 11.1, second by Councilwoman Hunt. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

THE CITY COUNCIL MEETING WAS RECESSED AND THE MOORE PUBLIC WORKS AUTHORITY MEETING WAS CONVENED AT 7:30 P.M.

Agenda Item Number 12 being:

CONSENT DOCKET:

- A) RECEIVE AND APPROVE THE MINUTES OF THE REGULAR MOORE PUBLIC WORKS AUTHORITY MEETING HELD AUGUST 21, 2023.
- B) APPROVE AND RATIFY CLAIMS AND EXPENDITURES FOR FY 2022-2023 IN THE AMOUNT OF \$1,427,902.73 AND APPROVE AND RATIFY CLAIMS AND EXPENDITURES FOR FY 2023-2024 IN THE AMOUNT OF \$1,076,914.59.

Trustee Williams to approve the consent docket in its entirety, second by Trustee Hunt. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

Agenda Item Number 13 being:

CONSIDER AUTHORIZING THE BUDGETED PURCHASE OF A HYUNDAI MODEL 50L-9 11,000 LB CAPACITY LP PNEUMATIC TIRE FORKLIFT FOR THE UTILITIES DEPARTMENT FROM G.W. VAN KEPPEL COMPANY IN THE AMOUNT OF \$58,382.80, PLUS FREIGHT CHARGES OF \$6,247.75, FOR A TOTAL OF \$64,247.75 USING SOURCEWELL CONTRACT NO. 091520-HCE.

Tony Mensah, Public Works Director, stated the utilities department does not currently have a forklift. The proposed purchase would allow them to move heavy parts and equipment and load and unload trucks.

Trustee Blair to authorize the budgeted purchase of a Hyundai Model 50L-9 11,000 LB capacity LP Pneumatic Tire Forklift for the Utilities Department from G.W. Van Keppel Company in the amount of \$58,382.80, plus freight charges of \$6,247.75, for a total of \$64,247.75 using Sourcewell Contract No. 091520-HCE, second by Trustee Griffith. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

THE MOORE PUBLIC WORKS AUTHORITY MEETING WAS RECESSED AND THE MOORE RISK MANAGEMENT MEETING WAS CONVENED AT 7:32 P.M.

Agenda Item Number 14 being:

CONSENT DOCKET:

- A) ACCEPT THE MINUTES OF THE REGULAR MOORE RISK MANAGEMENT MEETING HELD AUGUST 21, 2023.
- B) APPROVE AND RATIFY CLAIMS AND EXPENDITURES FOR FY 2023-2024 IN THE AMOUNT OF \$385,628.49.

Trustee Williams moved to approve the consent docket in its entirety, second by Trustee Blair. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

THE MOORE RISK MANAGEMENT MEETING WAS RECESSED AND THE CITY COUNCIL MEETING RECONVENED WITH VICE-MAYOR MARK HAMM PRESIDING AT 7:33 P.M.

Agenda Item Number 15 being:

NEW BUSINESS:

- A) CITIZENS' FORUM FOR ITEMS NOT ON THE AGENDA.

There were no citizens to speak.

- B) ITEMS FROM THE CITY COUNCIL/MPWA TRUSTEES.

There were no items from the City Council/Trustees.

- C) ITEMS FROM THE CITY/TRUST MANAGER.

Brooks Mitchell, City Manager, advised that the City is scheduling big trash pick-ups one week out.

Agenda Item Number 16 being:

EXECUTIVE SESSION:

A) DISCUSS, CONSIDER, AND IF DEEMED APPROPRIATE, CONSIDER TAKING POSSIBLE ACTION REGARDING PENDING COURT CASE NO. CJ-2022-749 FILED IN CLEVELAND COUNTY COURT BY BAER AND TIMBERLAKE ON BEHALF OF WILMINGTON SAVINGS FUND SOCIETY AGAINST THE CITY OF MOORE; AND AUTHORIZATION FOR LEGAL COUNSEL AND STAFF TO TAKE ACTION AS NECESSARY AND APPROPRIATE IN THE INTEREST OF THE CITY OF MOORE AS AUTHORIZED BY 25 OKLA. STAT. § 307(B)(4).

B) CONVENE INTO EXECUTIVE SESSION

Councilman Williams moved to convene into executive session, second by Councilwoman Griffith. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Hamm
Nays: None
Absent: Webb, Lewis

The City Council convened into executive session at 7:35 p.m.

C) RECONVENE FROM EXECUTIVE SESSION

PRESENT: Griffith, Hunt, Williams, Hamm
ABSENT: Blair, Webb, Lewis

The City Council reconvened from executive session at 7:50 p.m.

D) ACTION

A) DISCUSS, CONSIDER, AND IF DEEMED APPROPRIATE, CONSIDER TAKING POSSIBLE ACTION REGARDING PENDING COURT CASE NO. CJ-2022-749 FILED IN CLEVELAND COUNTY COURT BY BAER AND TIMBERLAKE ON BEHALF OF WILMINGTON SAVINGS FUND SOCIETY AGAINST THE CITY OF MOORE; AND AUTHORIZATION FOR LEGAL COUNSEL AND STAFF TO TAKE ACTION AS NECESSARY AND APPROPRIATE IN THE INTEREST OF THE CITY OF MOORE AS AUTHORIZED BY 25 OKLA. STAT. § 307(B)(4).

Councilwoman Hunt moved to authorize staff to proceed as directed in executive session regarding pending Court Case No. CJ-2022-749 filed in Cleveland County Court by Baer and Timberlake on behalf of Wilmington Savings Fund Society against the City of Moore, second by Councilman Williams. Motion carried unanimously.

Ayes: Griffith, Hunt, Williams, Hamm
Nays: None
Absent: Blair, Webb, Lewis

Agenda Item Number 17 being:

ADJOURNMENT

Councilman Williams moved to adjourn the City Council meeting, second by Councilwoman Griffith. Motion carried unanimously.

Ayes: Griffith, Hunt, Williams, Hamm
Nays: None
Absent: Blair, Webb, Lewis

The City Council, Moore Public Works Authority, and Moore Risk Management meetings were adjourned at 7:52 p.m.

TRANSCRIBED BY:

RHONDA BAXTER, Executive Assistant

FOR:

VANESSA KEMP, MPWA Assistant Secretary

These minutes passed and approved as noted this ____ day of _____, 2023.

ATTEST:

VANESSA KEMP, City Clerk

**MINUTES OF A REGULAR MEETING
OF THE CITY OF MOORE PARKS BOARD
August 1st, 2023 -6:00 PM**

The Parks Board of the City of Moore met in regular session, 700 S. Broadway, Moore, Oklahoma on August 1st, 2023 at 6:00 p.m. with Chairman Jeff Arvin presiding. The following members were present:

Jeff Arvin	Charles Payne
Janie Milum	Robert Washington
Sid Porter	Kelley Mattocks
Eddie Vickers	

ABSENT: None

STAFF MEMBERS PRESENT: Parks and Recreation Director, Sue Wood; Assistant Parks and Recreation Director, Whitney Wathen; and Administrative Assistant, Rita Chadrick.

Agenda Item Number 1 being:

- ROLL CALL; (listed above).

Agenda Item Number 2 being:

SWEARING IN OF KELLEY MATTOCKS AND JANIE MILUM TO 3-YEAR TERMS

City Clerk, Vanessa Kemp, swore in Kelley Mattocks and Janie Milum to new 3-year terms set to expire June 2026.

Agenda Item Number 3 being:

RECEIVE AND APPROVE THE MINUTES FROM THE REGULAR MEETING HELD JUNE 6th, 2023

Board Member Mattocks motioned to approve the minutes from the regular meeting held June 6th, 2023; second by Secretary Payne. Motion passed unanimously.

Ayes: Porter, Payne, Arvin, Washington, Milum, Mattocks, Vickers
Nays: None
Absent: None

Agenda Item Number 4 being:

DISCUSS, CONSIDER AND IF DEEMED APPROPRIATE MAKE A RECOMMENDATION ON THE NEIGHBORHOOD PARK PORTION OF FLICKER RIDGE ADDITION PRELIMINARY PLAT

Chairman Arvin asked why they are just now finalizing the plat since this piece of property has been there for 35 years.

Sue believes they just want to finalize the information as it doesn't really state what they're going to do with the plat; staff recommends the fee-in-lieu of parkland.

Board Member Payne motioned to accept staff's recommendation of the fee of \$1,583.04 in lieu of land; second by Board Member Mattocks. Motion passed unanimously.

Ayes: Arvin, Milum, Porter, Vickers, Payne, Washington, Mattocks

Nays: None

Absent: None

Agenda Item Number 5 being:

DISCUSS, CONSIDER AND IF DEEMED APPROPRIATE MAKE A RECOMMENDATION ON THE NEIGHBORHOOD PARK PORTION OF EAGLE LANE DUPLEXES ADDITION PRELIMINARY PLAT

Sue stated that staff recommends the fee-in-lieu of parkland.

Vice Chairman Porter motioned to accept staff's recommendation of the fee of \$2,328.00 in lieu of land; second by Board Member Milum. Motion passed unanimously.

Ayes: Arvin, Milum, Porter, Vickers, Payne, Washington, Mattocks

Nays: None

Absent: None

Agenda Item Number 6 being:

NEW BUSINESS:

(A) CITIZENS TO BE HEARD

There were no citizens present to be heard.

(B) ITEMS FROM THE PARK BOARD

Chairman Arvin submitted his letter of resignation as a member of the Parks Board upon meeting adjournment in order to run for the office of mayor of the City of Moore. He stated that he has been on the board for almost 30 years, when Veterans Park and Little River Parks weren't even parks yet, and has enjoyed watching the Parks department grow. He will miss the meetings, things that the board is involved with and considered it a privilege to be able to serve on the board. Board Member Mattocks thanked Chairman Arvin for his years of service on the board; Board Member Vickers and Board Member Milum congratulated him and wished him luck. Board Member Washington stated that he will miss hearing all of the stories about the old ball parks and things that the board members have done together through the years. Vice Chairman Porter thanked Chairman Arvin for all the years he served on the board and stated that he is the picture of the City of Moore with everything he does for the city.

Sue stated that we will be accepting applications as soon as possible for the vacant Ward 2 Parks Board position for City Council to review and appoint the new board member. She also asked the board what they wanted to do about Chairman Arvin's position as Chairman. Board Member Vickers said that the Vice Chairman would normally move up to Chairman and the Secretary would move up to Vice Chairman; Chairman Arvin agreed that that's how it's been done in previous years.

Board Member Vickers motioned to move up Vice Chairman Porter to Chairman, Secretary Payne to Vice Chairman and nominate a new secretary at the next meeting ; second by Board Member Mattocks. Motion passed unanimously.

Ayes: Porter, Payne, Arvin, Washington, Milum, Mattocks, Vickers
Nays: None
Absent: None

Agenda Item Number 7 being:

REPORTS

Sue stated that we are working with the City Attorney to get the title for the Brand Senior Center bus so we can continue to provide transportation for the seniors and be able to make repairs to the bus, pay for gas, etc.

Secretary Payne asked if we are transitioning away from the MCOA. Sue responded that there is a possibility of the MCOA not being involved at the Brand Senior Center anymore but we have to take care of the bus issue first as not having a bus would cause

hardship for the seniors. We can switch title of ownership as long as ODOT doesn't have a problem with that since the bus was provided through a grant from them; we should know more by our next meeting.

Sue added that the budget is approved for the fiscal year and staff are working on projects that have been approved. The Station expansion will open in January or February and the hiring of several new staff to support the expansion is approved.

Vice Chairman Porter asked if everyone received a COLA increase; Sue replied that we did.

Agenda Item Number 8 being:

ADJOURNMENT

Board Member Washington motioned to adjourn the regular meeting of the Moore Parks Board; second by Board Member Vickers. Motion passed unanimously.

Ayes: Porter, Payne, Mattocks, Arvin, Washington, Milum, Vickers

Nays: None

Absent: None

The Moore Parks Board meeting adjourned at 6:17 p.m.

RECORDED/TRANSCRIBED BY:



RITA CHADRICK, Parks and Recreation Administrative Assistant

FOR:



CHARLES PAYNE, Secretary

These minutes passed and approved as noted this 5 day of September, 2023.



MEMO

Date: September 6, 2023

To: Brooks Mitchell. City Manager

From: Kahley Gilbert, Project-Grants Manager

Subject: Agenda Items – September 18th Council Meeting: Approve contracts with Aging Services, Bethesda, Moore Youth and Family, Mary Abbott Children’s House, St. Vincent de Paul, Metropolitan Fair Housing, Rose Rock Habitat for Humanity, and the Virtue Center using Community Development Block Grant Entitlement (CDBG) funds and CDBG-COVID 19 (CDBG-CV) funds.

Background

The 2023 CDBG Action Plan was approved by City Council on July 17, 2023 and included funding eight agencies for nine different programs.

Discussion

The following public services were identified in the 2023 Action Plan and will be funded with CDBG funds:

- Aging Services will be providing home delivered meals to homebound senior adults in Moore. The contract amount is \$19,000.
- Moore Youth and Family will be providing two programs for Moore youth. They provide a first time offender program in partnership with the municipal court and an early intervention program for secondary students in Moore schools. The contract amount for each program is \$6,000.
- Bethesda will be providing counseling services for sexually abused children and their non-offending caregivers. The contract amount is \$7,000.
- Mary Abbott Children’s House will be providing a forensic interview program for abused children. The contract amount is \$7,000.
- St. Vincent de Paul will be providing utility assistance to Moore residents. The contract amount is 1,572.
- Metropolitan Fair Housing Council will be providing fair housing services and education resources to landlords and tenants in the City of Moore. The contract amount is \$5,500.
- Rose Rock Habitat for Humanity will be providing a housing rehabilitation program for low income households. The contract amount is \$30,000.

The City was awarded CDBG-CV funds on May of 2020. According to the CDC, having a substance use disorder can make you more likely to get severely ill from COVID-19. People who use drugs may also have underlying medical conditions that put them at increased risk for severe illness from COVID-19. Increase stress can lead to increases in alcohol and substance use. The Virtue Center will provide substance abuse counseling for low income residents of Moore. The contract amount is \$9,980 and will be funded with CDBG-CV funds.

Recommendation

Staff recommends approval of the contracts funded with CDBG Entitlement and CDBG-CVVID-19 funds.



AGREEMENT BETWEEN AGING SERVICES, INC. AND CITY OF MOORE

THIS AGREEMENT, entered this day _____ of _____, 20____ by and between the City of Moore (herein called the “Grantee”) and Aging Services, Inc. (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a Home Delivered Meals Program for homebound senior adults. Aging Services, Inc. will provide hot home delivered meal to senior adult residents in Moore. Participants will be assessed and found to be home bound. The meals will be provided 5 days per week.

Program Delivery

Activity 1: Provide 8,444 home delivered meals

General Administration

Residents of the City of Moore who are at least 60 years of age and found to be home bound as of a result of an in-home assessment conducted by an Aging Services, Inc. employee will be provided with a hot home delivered meal five days per week. The delivery of the meal will also serve as a check on the well-being of the senior adult.

National Objective

The Subrecipient certifies that the activity carried out under this agreement will meet the Low/Moderate Income Limited Clientele national objective.

B. Levels of Accomplishment-Goals and Performance Measures

Service Activity	Cost per Unit	Units per Year
Home Delivered Meals	\$2.25	~8,444 Home Delivered Meals

C. Staffing

Staff	Total
Number of Professional Staff	12
Number of Support Staff	15
Number of Board and Volunteers Who Provide Professional Services in Place of Professional Staff	0
Number of Board Directors (All)	9
Number of Volunteers (All)	198

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October 2023 and end on the 30th day of September 2024. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Proposed Budget-Expenditures

Service Activity	Units of Service	Cost per Unit	Total Budget
Home Delivered Meals	~8,444 Home Delivered Meals	\$2.25	\$19,000.00
Total			\$19,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content



AGREEMENT BETWEEN AGING SERVICES, INC. AND CITY OF MOORE

prescribed by the Grantee. Any amendments made to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this agreement shall not exceed \$19,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

V. NOTICES

Notices required by this agreement shall be in writing and delivered via mail, commercial courier, or personal delivery, or sent by fax, email, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee	Subrecipient
Kahley Gilbert, Grants Manager City of Moore 301 N. Broadway Ave, Moore, OK 73160 405-793-4571 kgilbert@cityofmoore.com	Tammy Vaughn, Executive Director Aging Services, Inc. 1179 E. Main St., Norman, OK 73071 405-321-3200 tammyvaughn@agingservicesok.com

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this agreement. The Grantee shall be exempted from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensations Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition



AGREEMENT BETWEEN AGING SERVICES, INC. AND CITY OF MOORE

The Subrecipient shall insure recognition of the role of the Grantee on providing services through this agreement. All activities, facilities, and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support herein in all publications made possible with funds made available under this agreement.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this agreement. The Grantee may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this agreement if the Subrecipient materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statuses, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement;
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;



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- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four year, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall also provide the “CDBG Monthly Benefit Report”, containing client data including, but not limited to: income status, female head of households assisted, and race/ethnicity of persons assisted (Appendix A). Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited by the state or federal law unless required to be released by Title 51 O.S. Sect. 24A.1 et. seq., The Oklahoma Open Records Act, or written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient’s obligation to the Grantee shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period of activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.



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2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. A progress report with its supporting documentation shall be submitted with each invoice. Payment will not be disbursed until all documents are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE FOR ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan



AGREEMENT BETWEEN AGING SERVICES, INC. AND CITY OF MOORE

under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Women and Minority Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipient’s or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.



AGREEMENT BETWEEN AGING SERVICES, INC. AND CITY OF MOORE

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3 Clause”

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section



AGREEMENT BETWEEN AGING SERVICES, INC. AND CITY OF MOORE

3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process



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The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a.** The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b.** No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c.** No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c.** It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.



AGREEMENT BETWEEN AGING SERVICES, INC. AND CITY OF MOORE

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.





AGREEMENT BETWEEN AGING SERVICES, INC. AND CITY OF MOORE

APPROVALS

Aging Services, Inc.

Executive Director

Date

Attest:

Secretary

Date

The City of Moore, Oklahoma

Mark Hamm, Vice Mayor

Date

Attest:

Vanessa Kemp, City Clerk

Date

Approved as to form and legality:

Brian Miller, City Attorney

Date



AGREEMENT BETWEEN AGING SERVICES, INC. AND CITY OF MOORE

APPENDIX A

CDBG Monthly Benefit Report			
Please type or print required information. Contact Kahley Gilbert, Grants Manager, if you have any questions at 793-4571.			
Agency Name:			
Report completed by:			
Report Period		to	
Amount of Money Leveraged by CDBG Funded Activity for this report period:			Amount
Other Funds Leveraged:			
	Federal		\$
	State		\$
	Local		\$
	Private		\$
	TOTAL		\$
Please make certain that the totals reported by income and by racial/ethnicity match			
Income Status % of Median Family Income ("MFI"):			
<i>Clientele served by this agency are considered to be a "Presumed Benefit" according to CDBG regulations</i>			
<i>Income data is not required.</i>			
Female Head of Households Assisted			Total
Race/Ethnicity of Persons Assisted			Total
Single Race Persons:			Hispanic or Latino
	White		
	Black or African American		
	American Indian or Alaska Native		
	Asian		
	Native Hawaiian or Other Pacific Islander		
	Multi-Race Persons:		
	American Indian or Alaska Native & White		
	Asian & White		
	Black or African American & White		
	American Indian or Alaska Native & Black		
	Other Multi-Racial		
Total Number of Persons Assisted:			



AGREEMENT BETWEEN MOORE YOUTH AND FAMILY SERVICES, INC. AND CITY OF MOORE

THIS AGREEMENT, entered this day _____ of _____, 20____ by and between the City of Moore (herein called the "Grantee") and Moore Youth and Family Services, Inc. (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a "Youth Services' Prevention, Intervention and Diversion Service Program." This program will provide needed community based services that includes counseling, socialization, and educational assistance to adults, youth, and their families who are experiencing a variety of problems. The Agency objectives' emphasize enhancing or bringing into being, behavior that is within the bounds of social appropriateness. It is felt that counseling and support from the agency and increased self and interpersonal awareness on the part of the client will allow successful resolution of problems. The target population is at risk children, ages 6 to 17, in the City of Moore. These children are at risk of suspension/dropping out of school, involvement in the juvenile system, emotional, physical, sexual abuse, as well as substance abuse.

Program Delivery

Activity 1: Agency will receive a referral from the courts, law enforcement, and juvenile services. Each referral will receive an intake that includes completion of a biosocial.

Activity 2: Agency will provide individual and group psycho-educational groups and/or counseling.

General Administration

The counselor will develop a service plan to meet the needs identified. The process captures the city of residence, the number in the household and household income.

B. National Objective

The Subrecipient certifies that the activity carried out under this agreement will meet the Low/Moderate Income Limited Clientele national objective.

C. Levels of Accomplishment-Goals and Performance Measures

Table with 3 columns: Service Activity, Cost per Unit, Units per Year. Rows include Intake, Screening, Assessment and Individual and Group Counseling.

D. Staffing

Table with 2 columns: Staff, Total. Rows include Number of Professional Staff, Number of Support Staff, Number of Board and Volunteers Who Provide Professional Services in Place of Professional Staff, Number of Board Directors (All), and Number of Volunteers (All).

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October 2023 and end on the 30th day of September 2024. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Proposed Budget-Expenditures



**AGREEMENT BETWEEN MOORE YOUTH AND FAMILY SERVICES, INC.
AND CITY OF MOORE**

Service Activity	Units of Service	Cost per Unit	Total Budget
Intake, Screening, Assessment	~37	\$40.00	\$1,500.00
Individual and Group Counseling	150	\$30.00	\$4,500.00
		Total	\$6,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments made to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this agreement shall not exceed **\$6,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

V. NOTICES

Notices required by this agreement shall be in writing and delivered via mail, commercial courier, or personal delivery, or sent by fax, email, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee	Subrecipient
Kahley Gilbert, Grants Manager City of Moore 301 N. Broadway Ave, Moore, OK 73160 405-793-4571 kgilbert@cityofmoore.com	Lisa Williams, Executive Director Moore Youth and Family Services, Inc. 624 NW 5 th St., Moore, OK 73160 405-799-3379 lisawilliams@mooreyouthandfamily.org

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this agreement. The Grantee shall be exempted from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensations Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

E. Insurance & Bonding



**AGREEMENT BETWEEN MOORE YOUTH AND FAMILY SERVICES, INC.
AND CITY OF MOORE**

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee on providing services through this agreement. All activities, facilities, and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support herein in all publications made possible with funds made available under this agreement.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this agreement. The Grantee may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this agreement if the Subrecipient materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statuses, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement;
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained



**AGREEMENT BETWEEN MOORE YOUTH AND FAMILY SERVICES, INC.
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The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four year, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall also provide the “CDBG Monthly Benefit Report”, containing client data including, but not limited to: income status, female head of households assisted, and race/ethnicity of persons assisted (Appendix A). Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited by the state or federal law unless required to be released by Title 51 O.S. Sect. 24A.1 et. seq., The Oklahoma Open Records Act, or written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient’s obligation to the Grantee shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income



AGREEMENT BETWEEN MOORE YOUTH AND FAMILY SERVICES, INC. AND CITY OF MOORE

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period of activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. A progress report with its supporting documentation shall be submitted with each invoice. Payment will not be disbursed until all documents are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received



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under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE FOR ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Women and Minority Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by



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minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipient’s or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3 Clause”

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors,



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their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals



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The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a.** The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b.** No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c.** No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c.** It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under



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grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY



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If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.



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APPROVALS

Moore Youth and Family Services, Inc.

Executive Director

Date

Attest:

Secretary

Date

The City of Moore, Oklahoma

Mark Hamm, Vice Mayor

Date

Attest:

Vanessa Kemp, City Clerk

Date

Approved as to form and legality:

Brian Miller, City Attorney

Date



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APPENDIX A

CDBG Monthly Benefit Report			
Please type or print required information. Contact Kahley Gilbert, Grants Manger, if you have any questions at 793-4571.			
Agency Name:			
Report completed by:			
Report Period		to	
Amount of Money Leveraged by CDBG Funded Activity for this report period:			Amount
Other Funds Leveraged:			
	Federal		\$
	State		\$
	Local		\$
	Private		\$
	TOTAL		\$
<i>Please make certain that the totals reported by income and by racial/ethnicity match</i>			
Income Status % of Median Family Income ("MFI"):			
<i>Clientele served by this agency are considered to be a "Presumed Benefit" according to CDBG regulations</i>			
<i>Income data is not required.</i>			
Female Head of Households Assisted			Total
Race/Ethnicity of Persons Assisted		Total	Hispanic or Latino
Single Race Persons:			
	White		
	Black or African American		
	American Indian or Alaska Native		
	Asian		
	Native Hawaiian or Other Pacific Islander		
Multi-Race Persons:			
	American Indian or Alaska Native & White		
	Asian & White		
	Black or African American & White		
	American Indian or Alaska Native & Black		
	Other Multi-Racial		
Total Number of Persons Assisted:			



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THIS AGREEMENT, entered this day _____ of _____, 20____ by and between the City of Moore (herein called the “Grantee”) and Moore Youth and Family Services, Inc. (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a “School Based Intervention Service Program.” The program provides and early intervention via School Based Services to the Moore Public School System’s secondary students. School Based Services members work with secondary students who are at risk of dropping out or being suspended from school, using substances, and/or exhibiting aggressive behaviors rather than utilizing healthy coping skills. Early intervention, support and education is provided to students through individual sessions, group sessions, and consultation/linkage with parents/guardians and school employees. The program specifically targets students who are at a higher risk than average for school problems.

Program Delivery

Activity 1: School Based Services staff will complete an assessment on each student based on a referral from the school counselor.

Activity 2: Services will be provided at school by the School Based Services staff provided by Moore Youth and Family.

General Administration

School Based Services Staff will determine if the student will need a higher level of counseling or will be a good fit for the “Early Intervention Program.”

B. National Objective

The Subrecipient certifies that the activity carried out under this agreement will meet the Low/Moderate Income Limited Clientele national objective.

C. Levels of Accomplishment-Goals and Performance Measures

Service Activity	Cost per Unit	Units per Year
Intake, Screening, Assessment	\$40.00	75
Individual and Group Counseling	\$40.00	75

D. Staffing

Staff	Total
Number of Professional Staff	17
Number of Support Staff	5
Number of Board and Volunteers Who Provide Professional Services in Place of Professional Staff	3
Number of Board Directors (All)	9
Number of Volunteers (All)	3

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October 2023 and end on the 30th day of September 2024. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.



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III. BUDGET

Proposed Budget-Expenditures

Service Activity	Units of Service	Cost per Unit	Total Budget
Intake, Screening, Assessment	75	\$40.00	\$3,000.00
Individual and Group Counseling	75	\$40.00	\$3,000.00
		Total	\$6,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments made to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this agreement shall not exceed **\$6,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

V. NOTICES

Notices required by this agreement shall be in writing and delivered via mail, commercial courier, or personal delivery, or sent by fax, email, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee	Subrecipient
Kahley Gilbert, Grants Manager City of Moore 301 N. Broadway Ave, Moore, OK 73160 405-793-4571 kgilbert@cityofmoore.com	Lisa Williams, Executive Director Moore Youth and Family Services, Inc. 624 NW 5 th St., Moore, OK 73160 405-799-3379 lisawilliams@mooreyouthandfamily.org

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this agreement. The Grantee shall be exempted from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensations Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers’ Compensation



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The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee on providing services through this agreement. All activities, facilities, and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support herein in all publications made possible with funds made available under this agreement.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this agreement. The Grantee may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this agreement if the Subrecipient materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statuses, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement;
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping



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1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four year, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall also provide the “CDBG Monthly Benefit Report”, containing client data including, but not limited to: income status, female head of households assisted, and race/ethnicity of persons assisted (Appendix A). Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited by the state or federal law unless required to be released by Title 51 O.S. Sect. 24A.1 et. seq., The Oklahoma Open Records Act, or written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient’s obligation to the Grantee shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures



**AGREEMENT BETWEEN MOORE YOUTH AND FAMILY SERVICES, INC.
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1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period of activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. A progress report with its supporting documentation shall be submitted with each invoice. Payment will not be disbursed until all documents are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.



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- 3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE FOR ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Women and Minority Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms “small business” means a business that meets the criteria



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set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipient’s or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3 Clause”

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of



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the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts



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a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a.** The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b.** No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c.** No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c.** It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under



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grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY



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If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.



AGREEMENT BETWEEN MOORE YOUTH AND FAMILY SERVICES, INC. AND CITY OF MOORE

APPROVALS

Moore Youth and Family Services, Inc.

Executive Director

Date

Attest:

Secretary

Date

The City of Moore, Oklahoma

Mark Hamm, Vice Mayor

Date

Attest:

Vanessa Kemp, City Clerk

Date

Approved as to form and legality:

Brian Miller, City Attorney

Date



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APPENDIX A

CDBG Monthly Benefit Report			
Please type or print required information. Contact Kahley Gilbert, Grants Manger, if you have any questions at 793-4571.			
Agency Name:			
Report completed by:			
Report Period		to	
Amount of Money Leveraged by CDBG Funded Activity for this report period:			Amount
Other Funds Leveraged:			
	Federal		\$
	State		\$
	Local		\$
	Private		\$
	TOTAL		\$
<i>Please make certain that the totals reported by income and by racial/ethnicity match</i>			
Income Status % of Median Family Income ("MFI"):			
<i>Clientele served by this agency are considered to be a "Presumed Benefit" according to CDBG regulations</i>			
<i>Income data is not required.</i>			
Female Head of Households Assisted			Total
Race/Ethnicity of Persons Assisted		Total	Hispanic or Latino
Single Race Persons:			
	White		
	Black or African American		
	American Indian or Alaska Native		
	Asian		
	Native Hawaiian or Other Pacific Islander		
Multi-Race Persons:			
	American Indian or Alaska Native & White		
	Asian & White		
	Black or African American & White		
	American Indian or Alaska Native & Black		
	Other Multi-Racial		
Total Number of Persons Assisted:			



AGREEMENT BETWEEN BETHESDA, INC. AND CITY OF MOORE

THIS AGREEMENT, entered this day _____ of _____, 20_____ by and between the City of Moore (herein called the “Grantee”) and Bethesda, Inc. (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The intake assessment is the initial assessment of a client. It is an extended session of approximately 1.5-2 hours wherein the therapist learns about the family, family history, trauma, and extent of the abuse, behavioral issues, personal struggles, and other pertinent information to create an individual treatment plan for each client. The intake cost per unit is based on the current contract between the agency and DHS.

Individual therapy allows the client to speak one-on-one with a licensed therapist. Individual sessions allow the client to speak openly about the abuse and resulting challenges. Therapists work with clients to process the abuse towards healing, using the Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) model. Clients learn to adopt coping skills that address their specific environmental triggers, improve self-esteem, process feelings of shame, guilt, anger, and pain, and learn to envision their future no longer dictated by the trauma they suffered. The individual therapy cost per unit is based on the current contract between Bethesda and DHS.

Group therapy allows clients to interact with peers who have experienced similar trauma. Interactions with other victims and caregivers destigmatize the abuse and assist clients in overcoming the isolation often experienced by sexual abuse. Peers also help create an environment of positive accountability and education. A typical group session includes six clients and a therapist. Therapists teach coping skills, process abuse, and teach clients about personal space boundaries, healthy relationships, environmental triggers, and self-esteem.

Program Delivery

Activity 1: Intake/Initial Assessment to determine abuse and placement of child and non-offending caregiver.

Activity 2: Individual Therapy for children and their non-offending caregivers.

Activity 3: Group Therapy sessions for children and their non-offending caregivers.

General Administration

The receptionist will complete a referral information sheet on each child and non-offending caregiver that will include a brief description of what has happened to the child. Therapists will work directly with the clients in groups or individually and will help with documentation and evaluation.

B. National Objective

The Subrecipient certifies that the activity carried out under this agreement will meet the Low/Moderate Income Limited Clientele national objective.

C. Levels of Accomplishment-Goals and Performance Measures

Table with 3 columns: Service Activity, Cost per Unit, Units per Year. Rows include Intake/Initial Assessment, Individual Therapy, and Group Therapy.

D. Staffing

Table with 2 columns: Staff, Total. Rows include Number of Professional Staff, Number of Support Staff, Number of Board and Volunteers Who Provide Professional Services in Place of Professional Staff, Number of Board Directors (All), and Number of Volunteers (All).

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a



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reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October 2023 and end on the 30th day of September 2024. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Proposed Budget-Expenditures

Service Activity	Units of Service	Cost per Unit	Total Budget
Intake/Initial Assessment	5 Sessions	\$60.00	\$300.00
Individual Therapy	~71 Sessions	\$55.00	\$3,905.00
Group Therapy	70 Sessions	\$40.00	\$2,800.00
		Total	\$7,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments made to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this agreement shall not exceed **\$7,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

V. NOTICES

Notices required by this agreement shall be in writing and delivered via mail, commercial courier, or personal delivery, or sent by fax, email, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee	Subrecipient
Kahley Gilbert, Grants Manager City of Moore 301 N. Broadway Ave, Moore, OK 73160 405-793-4571 kgilbert@cityofmoore.com	Saeed Sarani, Executive Director Bethesda, Inc. 1181 E. Main St., Norman, OK 73071 405-364-0333 saeed@bethesdaok.org

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The



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Grantee shall be exempted from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensations Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee on providing services through this agreement. All activities, facilities, and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support herein in all publications made possible with funds made available under this agreement.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this agreement. The Grantee may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this agreement if the Subrecipient materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statuses, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement;
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards



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The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a.* Records providing a full description of each activity undertaken;
- b.* Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c.* Records required to determine the eligibility of activities;
- d.* Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e.* Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f.* Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g.* Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four year, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall also provide the "CDBG Monthly Benefit Report", containing client data including, but not limited to: income status, female head of households assisted, and race/ethnicity of persons assisted (Appendix A). Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the state or federal law unless required to be released by Title 51 O.S. Sect. 24A.1 et. seq., The Oklahoma Open Records Act, or written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections



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All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period of activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. A progress report with its supporting documentation shall be submitted with each invoice. Payment will not be disbursed until all documents are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1.** The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.



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- 2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
- 3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE FOR ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action



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1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Women and Minority Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipient's or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation,



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if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. **"Section 3 Clause"**

a. **Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications**

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts**

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.



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D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a.** The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b.** No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c.** No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;



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- 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part



AGREEMENT BETWEEN BETHESDA, INC. AND CITY OF MOORE

800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.



AGREEMENT BETWEEN BETHESDA, INC. AND CITY OF MOORE

APPROVALS

Bethesda, Inc.

Executive Director

Date

Attest:

Secretary

Date

The City of Moore, Oklahoma

Mark Hamm, Vice Mayor

Date

Attest:

Vanessa Kemp, City Clerk

Date

Approved as to form and legality:

Brian Miller, City Attorney

Date



AGREEMENT BETWEEN BETHESDA, INC. AND CITY OF MOORE

APPENDIX A

CDBG Monthly Benefit Report			
Please type or print required information. Contact Kahley Gilbert, Grants Manager, if you have any questions at 793-4571.			
Agency Name:			
Report completed by:			
Report Period		to	
Amount of Money Leveraged by CDBG Funded Activity for this report period:			Amount
Other Funds Leveraged:			
	Federal		\$
	State		\$
	Local		\$
	Private		\$
	TOTAL		\$
<i>Please make certain that the totals reported by income and by racial/ethnicity match</i>			
Income Status % of Median Family Income ("MFI"):			
<i>Clientele served by this agency are considered to be a "Presumed Benefit" according to CDBG regulations</i>			
<i>Income data is not required.</i>			
Female Head of Households Assisted			Total
Race/Ethnicity of Persons Assisted			Total
Single Race Persons:			Hispanic or Latino
	White		
	Black or African American		
	American Indian or Alaska Native		
	Asian		
	Native Hawaiian or Other Pacific Islander		
	Multi-Race Persons:		
	American Indian or Alaska Native & White		
	Asian & White		
	Black or African American & White		
	American Indian or Alaska Native & Black		
	Other Multi-Racial		
Total Number of Persons Assisted:			



**AGREEMENT BETWEEN MARY ABBOTT CHILDREN’S HOUSE, INC.
AND CITY OF MOORE**

THIS AGREEMENT, entered this day _____ of _____, 20____ by and between the City of Moore (herein called the “Grantee”) and Mary Abbott Children’s House, Inc. (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a Forensic Interview Program. This program will minimize the number of times children must share their experiences. The Agency works closely with law enforcement officers, the district attorney’s office, child protective services, mental health care professionals, and medical professionals to maintain a victim-centered, child-friendly atmosphere during investigations of alleged child abuse. Without the forensic interview approach, various agencies involved in the investigation would need to conduct separate interviews and would inevitably cause child victims to repeat the details of their abuse situation, compounding initial trauma and possibly putting a strain on the investigation. The target population is child victims of abuse and neglect, ages 3 to 18, in the City of Moore. These children are given the opportunity to tell his or her experience to one adult. This reduces the possibility of secondary trauma.

Program Delivery

Activity 1: Conduct ~16 forensic interviews to Moore residents.

General Administration

At the request of law enforcement or DHS Child Protective Services, a specially trained forensic interviewer conducts a neutral, court defensible interview in a child friendly environment. Through this child-led process, a child is given the opportunity to tell his or her experience to one adult, reducing the possibility of secondary trauma.

National Objective

The Subrecipient certifies that the activity carried out under this agreement will meet the Low/Moderate Income Limited Clientele national objective.

B. Levels of Accomplishment-Goals and Performance Measures

Service Activity	Cost per Unit	Units per Year
Forensic Interviews	\$435.00	~16 Forensic Interviews

C. Staffing

Staff	Total
Number of Professional Staff	5
Number of Support Staff	8
Number of Board and Volunteers Who Provide Professional Services in Place of Professional Staff	2
Number of Board Directors (All)	18
Number of Volunteers (All)	76

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October 2023 and end on the 30th day of September 2024. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.



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III. BUDGET

Proposed Budget-Expenditures

Service Activity	Units of Service	Cost per Unit	Total Budget
Forensic Interviews	~16 Forensic Interviews	\$435.00	\$7,000.00
Total			\$7,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments made to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this agreement shall not exceed **\$7,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

V. NOTICES

Notices required by this agreement shall be in writing and delivered via mail, commercial courier, or personal delivery, or sent by fax, email, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee	Subrecipient
Kahley Gilbert, Grants Manager City of Moore 301 N. Broadway Ave, Moore, OK 73160 405-793-4571 kgilbert@cityofmoore.com	Andree' Harper, Executive Director Mary Abbott Children’s House, Inc. 231 E. Symmes St., Norman, OK 73069 405-579-5800 aharper@abbott-house.org

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this agreement. The Grantee shall be exempted from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensations Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this agreement.



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E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee on providing services through this agreement. All activities, facilities, and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support herein in all publications made possible with funds made available under this agreement.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this agreement. The Grantee may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this agreement if the Subrecipient materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statuses, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement;
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained



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The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four year, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall also provide the “CDBG Monthly Benefit Report”, containing client data including, but not limited to: income status, female head of households assisted, and race/ethnicity of persons assisted (Appendix A). Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited by the state or federal law unless required to be released by Title 51 O.S. Sect. 24A.1 et. seq., The Oklahoma Open Records Act, or written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient’s obligation to the Grantee shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income



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The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period of activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. A progress report with its supporting documentation shall be submitted with each invoice. Payment will not be disbursed until all documents are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received



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under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE FOR ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Women and Minority Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by



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minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipient’s or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3 Clause”

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors,



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their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals



AGREEMENT BETWEEN MARY ABBOTT CHILDREN'S HOUSE, INC. AND CITY OF MOORE

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a.** The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b.** No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c.** No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c.** It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under



**AGREEMENT BETWEEN MARY ABBOTT CHILDREN’S HOUSE, INC.
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grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY



AGREEMENT BETWEEN MARY ABBOTT CHILDREN'S HOUSE, INC. AND CITY OF MOORE

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.



AGREEMENT BETWEEN MARY ABBOTT CHILDREN’S HOUSE, INC.
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APPROVALS

Mary Abbott Children’s House, Inc.

Executive Director

Date

Attest:

Secretary

Date

The City of Moore, Oklahoma

Mark Hamm, Vice Mayor

Date

Attest:

Vanessa Kemp, City Clerk

Date

Approved as to form and legality:

Brian Miller, City Attorney

Date



**AGREEMENT BETWEEN MARY ABBOTT CHILDREN’S HOUSE, INC.
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APPENDIX A

CDBG Monthly Benefit Report			
Please type or print required information. Contact Kahley Gilbert, Grants Manger, if you have any questions at 793-4571.			
Agency Name:			
Report completed by:			
Report Period		to	
Amount of Money Leveraged by CDBG Funded Activity for this report period:			Amount
Other Funds Leveraged:			
	Federal		\$
	State		\$
	Local		\$
	Private		\$
	TOTAL		\$
<i>Please make certain that the totals reported by income and by racial/ethnicity match</i>			
Income Status % of Median Family Income ("MFI"):			
<i>Clientele served by this agency are considered to be a "Presumed Benefit" according to CDBG regulations</i>			
<i>Income data is not required.</i>			
Female Head of Households Assisted			Total
Race/Ethnicity of Persons Assisted			Total
Single Race Persons:			Hispanic or Latino
	White		
	Black or African American		
	American Indian or Alaska Native		
	Asian		
	Native Hawaiian or Other Pacific Islander		
	Multi-Race Persons:		
	American Indian or Alaska Native & White		
	Asian & White		
	Black or African American & White		
	American Indian or Alaska Native & Black		
	Other Multi-Racial		
Total Number of Persons Assisted:			



AGREEMENT BETWEEN ST. VINCENT DE PAUL AND CITY OF MOORE

THIS AGREEMENT, entered this day _____ of _____, 20____ by and between the City of Moore (herein called the “Grantee”) and St. Vincent de Paul (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering funds for Moore residents toward utility bills ONG, OG&E, and City of Moore. For the families receiving help with utility assistance, they are able to sustain and maintain their current living conditions. Keeping neighbors in need in their home with the basics of water, electric and gas.

Program Delivery

Activity 1: Provide benefit to 15.72 low-income Moore residents toward utility bills ONG, OG&E, and City of Moore

General Administration

The phone lines are open Monday, Wednesdays and Fridays from 10am-12pm. All messages left are returned with a call. If the individual calling lives in Moore and has not been helped in the last year, their information is passed on to a team who will arrange to make the home visit. The team arranges a convenient time for the visit. The team visits will determine the best use of donated funds and also makes recommendations using the resources list.

B. National Objective

The Subrecipient certifies that the activity carried out under this agreement will meet the Low/Moderate Income Limited Clientele national objective.

C. Levels of Accomplishment-Goals and Performance Measures

Service Activity	Cost per Unit	Units per Year
Utility Program	\$100.00	~15 Moore Residents

D. Staffing

Staff	Total
Number of Professional Staff	0
Number of Support Staff	0
Number of Board and Volunteers Who Provide Professional Services in Place of Professional Staff	23
Number of Board Directors (All)	5
Number of Volunteers (All)	23

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October 2023 and end on the 30th day of September 2024. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Proposed Budget-Expenditures

Service Activity	Units of Service	Cost per Unit	Total Budget
Utility Program	~15 Moore Residents	\$100.00	\$1,572.00
Total			\$1,572.00



AGREEMENT BETWEEN ST. VINCENT DE PAUL AND CITY OF MOORE

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments made to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this agreement shall not exceed \$1,572.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

V. NOTICES

Notices required by this agreement shall be in writing and delivered via mail, commercial courier, or personal delivery, or sent by fax, email, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee	Subrecipient
Kahley Gilbert, Grants Manager City of Moore 301 N. Broadway Ave, Moore, OK 73160 405-793-4571 kgilbert@cityofmoore.com	Noreen Valadez, Executive Director St. Vincent de Paul/St. Andrew Catholic Church 800 NW 5 th St., Moore, OK 73160 405-314-0414 noreenvaladez@outlook.com

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this agreement. The Grantee shall be exempted from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensations Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.



AGREEMENT BETWEEN ST. VINCENT DE PAUL AND CITY OF MOORE

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee on providing services through this agreement. All activities, facilities, and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support herein in all publications made possible with funds made available under this agreement.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this agreement. The Grantee may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this agreement if the Subrecipient materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statuses, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement;
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;



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- d.* Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e.* Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f.* Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g.* Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four year, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall also provide the “CDBG Monthly Benefit Report”, containing client data including, but not limited to: income status, female head of households assisted, and race/ethnicity of persons assisted (Appendix A). Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited by the state or federal law unless required to be released by Title 51 O.S. Sect. 24A.1 et. seq., The Oklahoma Open Records Act, or written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient’s obligation to the Grantee shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period of activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from



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funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. A progress report with its supporting documentation shall be submitted with each invoice. Payment will not be disbursed until all documents are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE FOR ONE HOUSING REPLACEMENT



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The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Women and Minority Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records



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The Subrecipient shall furnish and cause each of its own Subrecipient’s or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3 Clause”

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:



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“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.



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c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a.** The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b.** No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c.** No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c.** It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



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7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.



AGREEMENT BETWEEN ST. VINCENT DE PAUL AND CITY OF MOORE

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

APPROVALS

St. Vincent de Paul

Executive Director

Date

Attest:

Secretary

Date

The City of Moore, Oklahoma

Mark Hamm, Vice Mayor

Date

Attest:

Vanessa Kemp, City Clerk

Date

Approved as to form and legality:

Brian Miller, City Attorney

Date



AGREEMENT BETWEEN ST. VINCENT DE PAUL AND CITY OF MOORE

APPENDIX A

CDBG Monthly Benefit Report			
Please type or print required information. Contact Kahley Gilbert, Grants Manager, if you have any questions at 793-4571.			
Agency Name:			
Report completed by:			
Report Period		to	
Amount of Money Leveraged by CDBG Funded Activity for this report period:			Amount
Other Funds Leveraged:			
	Federal		\$
	State		\$
	Local		\$
	Private		\$
	TOTAL		\$
Please make certain that the totals reported by income and by racial/ethnicity match			
Income Status % of Median Family Income ("MFI"):			
Clientele served by this agency are considered to be a "Presumed Benefit" according to CDBG regulations			
Income data is not required.			
Female Head of Households Assisted			Total
Race/Ethnicity of Persons Assisted			Total
Single Race Persons:			
	White		
	Black or African American		
	American Indian or Alaska Native		
	Asian		
	Native Hawaiian or Other Pacific Islander		
	Multi-Race Persons:		
	American Indian or Alaska Native & White		
	Asian & White		
	Black or African American & White		
	American Indian or Alaska Native & Black		
	Other Multi-Racial		
Total Number of Persons Assisted:			



AGREEMENT BETWEEN METROPOLITAN FAIR HOUSING COUNCIL OF OKLAHOMA AND CITY OF MOORE

THIS AGREEMENT, entered this day _____ of _____, 20____ by and between the City of Moore (herein called the “Grantee”) and Metropolitan Fair Housing Council of Oklahoma (herein called the “Subrecipient”). WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

Fair housing activities which include fair housing counseling, investigation and testing of allegations of housing discrimination, complaint referral to HUD or State of Oklahoma civil rights enforcement organizations, mediation services between tenants and housing providers to resolve housing issues informally, legal referral including free representation to MFHC staff attorneys or MFHC cooperating attorneys for housing complaints that do not resolve, informally. MFHC conducts fair housing education, outreach and training for Moore residents.

Program Delivery

Activity 1: CDBG funds will help with payment of various fair housing issued for City of Moore residents. Activity 2: CDBG funds will help provide educational and informational services for City of Moore residents.

General Administration

Fair Housing Counseling

MFHC counselors help individuals determine whether housing discrimination has occurred and helps victims learn their fair housing rights, remedies and options under the Fair Housing Act.

Investigation and Testing

MFHC counselors investigate the complaint by gathering evidence to support the victim’s allegation of housing discrimination.

Complaint Referral

MFHC counselors assist victims of housing discrimination in filing their complaint with HUD for enforcement remedies under the Federal Fair Housing Act. MFHC serves as the victim’s fair housing advocate throughout the HUD enforcement, investigative and complaint resolution process.

Mediation Services

MFHC counselors work to educate housing providers and renters on fair housing and renter’s rights in an effort to create a clear understanding of responsibilities between conflicting parties to prevent homelessness and promote equal housing opportunity.

Legal Referral

If counseling and mediation fail, or if the housing complaint merits legal action, MFHC may refer the complaint for legal representation to the Staff Attorney or MFHC Cooperating Attorney at no cost to the complainant.

Fair Housing Educational Services

MFHC provides Fair Housing Educational and Outreach services throughout Oklahoma, including fair housing and fair lending training and educational seminars directed toward individual consumers, the general public, first-time homebuyers, housing providers, public and private organizations and potential victims of housing discrimination to insure equal housing opportunity in Oklahoma.

National Objective

The Subrecipient certifies that the activity carried out under this agreement will meet the Low/Moderate Income national objective.

B. Levels of Accomplishment-Goals and Performance Measures

Service Activity	Cost per Unit	Units per Year
Fair Housing Services	\$65.00	~84



AGREEMENT BETWEEN METROPOLITAN FAIR HOUSING COUNCIL OF OKLAHOMA AND CITY OF MOORE

C. Staffing

Staff	Total
Number of Professional Staff	7
Number of Support Staff	1
Number of Board and Volunteers Who Provide Professional Services in Place of Professional Staff	0
Number of Board Directors (All)	7
Number of Volunteers (All)	20

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October 2023 and end on the 30th day of September 2024. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Proposed Budget-Expenditures

Service Activity	Units of Service	Cost per Unit	Total Budget
Fair Housing Services	~84	\$65.00	\$5,500.00
		Total	\$5,500.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments made to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this agreement shall not exceed **\$5,500.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

V. NOTICES

Notices required by this agreement shall be in writing and delivered via mail, commercial courier, or personal delivery, or sent by fax, email, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee	Subrecipient
Kahley Gilbert, Grants Manager City of Moore 301 N. Broadway Ave, Moore, OK 73160 405-793-4571 kgilbert@cityofmoore.com	Mary Dulan, Executive Director Metropolitan Fair Housing Council of Oklahoma 312 NE 28 th St., Suite 112, OKC, OK 73105 405-232-3247 mdulan@metrofairhousing.org

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume



AGREEMENT BETWEEN METROPOLITAN FAIR HOUSING COUNCIL OF OKLAHOMA AND CITY OF MOORE

the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The Grantee shall be exempted from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensations Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee on providing services through this agreement. All activities, facilities, and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support herein in all publications made possible with funds made available under this agreement.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this agreement. The Grantee may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this agreement if the Subrecipient materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statuses, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement;
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.



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In accordance with 24 CFR 85.44, this agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four year, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall also provide the “CDBG Monthly Benefit Report”, containing client data including, but not limited to: income status, female head of households assisted, and race/ethnicity of persons assisted (Appendix A). Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited by the state or federal law unless required to be released by Title 51 O.S. Sect. 24A.1 et. seq., The Oklahoma Open Records Act, or written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.



AGREEMENT BETWEEN METROPOLITAN FAIR HOUSING COUNCIL OF OKLAHOMA AND CITY OF MOORE

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period of activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. A progress report with its supporting documentation shall be submitted with each invoice. Payment will not be disbursed until all documents are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel



AGREEMENT BETWEEN METROPOLITAN FAIR HOUSING COUNCIL OF OKLAHOMA AND CITY OF MOORE

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE FOR ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its



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obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Women and Minority Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipient’s or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain



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documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3 Clause”

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications



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The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties,



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during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint



AGREEMENT BETWEEN METROPOLITAN FAIR HOUSING COUNCIL OF OKLAHOMA AND CITY OF MOORE

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.



AGREEMENT BETWEEN METROPOLITAN FAIR HOUSING COUNCIL OF OKLAHOMA AND CITY OF MOORE

APPROVALS

Metropolitan Fair Housing Council of Oklahoma

Executive Director

Date

Attest:

Secretary

Date

The City of Moore, Oklahoma

Mark Hamm, Vice Mayor

Date

Attest:

Vanessa Kemp, City Clerk

Date

Approved as to form and legality:

Brian Miller, City Attorney

Date



**AGREEMENT BETWEEN METROPOLITAN FAIR HOUSING COUNCIL OF
OKLAHOMA AND CITY OF MOORE**

APPENDIX A

CDBG Monthly Benefit Report			
Please type or print required information. Contact Kahley Gilbert, Grants Manger, if you have any questions at 793-4571.			
Agency Name:			
Report completed by:			
Report Period		to	
Amount of Money Leveraged by CDBG Funded Activity for this report period:			Amount
Other Funds Leveraged:			
	Federal	\$	
	State	\$	
	Local	\$	
	Private	\$	
	TOTAL	\$	
<i>Please make certain that the totals reported by income and by racial/ethnicity match</i>			
Income Status % of Median Family Income ("MFI"):			
<i>Clientele served by this agency are considered to be a "Presumed Benefit" according to CDBG regulations</i>			
<i>Income data is not required.</i>			
Female Head of Households Assisted			Total
Race/Ethnicity of Persons Assisted			Total
Single Race Persons:			Hispanic or Latino
	White		
	Black or African American		
	American Indian or Alaska Native		
	Asian		
	Native Hawaiian or Other Pacific Islander		
	Multi-Race Persons:		
	American Indian or Alaska Native & White		
	Asian & White		
	Black or African American & White		
	American Indian or Alaska Native & Black		
	Other Multi-Racial		
Total Number of Persons Assisted:			



**AGREEMENT BETWEEN ROSE ROCK HABITAT FOR HUMANITY
AND CITY OF MOORE**

THIS AGREEMENT, entered this day _____ of _____, 20____ by and between the City of Moore (herein called the “Grantee”) and Rose Rock Habitat for Humanity (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering the Emergency Repair Program which works directly with Moore homeowners to review the financial need and assess the repairs needed to the home. This program focuses on low income and underserved populations as well as individuals with disabilities and those who are aging in place. This program also helps to reduce pressure on emergency services in the community by fixing repairs which may be safety hazards or immediate health risks. Habitat staff and volunteers provide the labor necessary to complete the proposed projects, and the funding provided by the City of Moore would support the purchase of the materials required for each approved project.

Program Delivery

Activity 1: Provide benefit to low-income Moore homeowners through the Emergency Repair Program

General Administration

Eligible homeowners are invited to submit a request on the online application and are followed up by a staff member to review their eligibility based on HUD guidelines, income verification, and availability of insurance coverage, and if approved, schedule a walk-through of their property with the construction team to assess the repairs as they relate to the safety, security, and health of the occupants.

B. National Objective

The Subrecipient certifies that the activity carried out under this agreement will meet the Low/Moderate Income Housing national objective.

C. Levels of Accomplishment-Goals and Performance Measures

Service Activity	Cost per Unit	Units per Year
Emergency Repair Program	\$3,750.00	8 Moore Homeowners

D. Staffing

Staff	Total
Number of Professional Staff	6
Number of Support Staff	16
Number of Board and Volunteers Who Provide Professional Services in Place of Professional Staff	10
Number of Board Directors (All)	10
Number of Volunteers (All)	497

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October 2023 and end on the 30th day of September 2024. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Proposed Budget-Expenditures

Service Activity	Units of Service	Cost per Unit	Total Budget
Emergency Repair Program	8 Moore Homeowners	\$3,750.00	\$30,000.00
		Total	\$30,000.00



AGREEMENT BETWEEN ROSE ROCK HABITAT FOR HUMANITY AND CITY OF MOORE

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments made to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this agreement shall not exceed \$30,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

V. NOTICES

Notices required by this agreement shall be in writing and delivered via mail, commercial courier, or personal delivery, or sent by fax, email, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee	Subrecipient
Kahley Gilbert, Grants Manager City of Moore 301 N. Broadway Ave, Moore, OK 73160 405-793-4571 kgilbert@cityofmoore.com	Randy Gardner, Executive Director Rose Rock Habitat for Humanity 1100 W. Main St., Norman, OK 73069 405-366-2813 randy@rrhabitat.org

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this agreement. The Grantee shall be exempted from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensations Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.



**AGREEMENT BETWEEN ROSE ROCK HABITAT FOR HUMANITY
AND CITY OF MOORE**

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee on providing services through this agreement. All activities, facilities, and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support herein in all publications made possible with funds made available under this agreement.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this agreement. The Grantee may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this agreement if the Subrecipient materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statuses, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement;
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;



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- c.* Records required to determine the eligibility of activities;
- d.* Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e.* Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f.* Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g.* Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four year, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall also provide the "CDBG Monthly Benefit Report", containing client data including, but not limited to: income status, female head of households assisted, and race/ethnicity of persons assisted (Appendix A). Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the state or federal law unless required to be released by Title 51 O.S. Sect. 24A.1 et. seq., The Oklahoma Open Records Act, or written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period of activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at



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the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. A progress report with its supporting documentation shall be submitted with each invoice. Payment will not be disbursed until all documents are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE FOR ONE HOUSING REPLACEMENT



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The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Women and Minority Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records



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The Subrecipient shall furnish and cause each of its own Subrecipient's or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3 Clause"

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:



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“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring



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The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a.** The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b.** No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c.** No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c.** It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or



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entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER



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The Grantee’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

APPROVALS

Rose Rock Habitat for Humanity

Executive Director

Date

Attest:

Secretary

Date

The City of Moore, Oklahoma

Mark Hamm, Vice Mayor

Date

Attest:

Vanessa Kemp, City Clerk

Date

Approved as to form and legality:

Brian Miller, City Attorney

Date



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APPENDIX A

CDBG Monthly Benefit Report			
Please type or print required information. Contact Kahley Gilbert, Grants Manger, if you have any questions at 793-4571.			
Agency Name:			
Report completed by:			
Report Period		to	
Amount of Money Leveraged by CDBG Funded Activity for this report period:			Amount
Other Funds Leveraged:			
	Federal	\$	
	State	\$	
	Local	\$	
	Private	\$	
	TOTAL	\$	
<i>Please make certain that the totals reported by income and by racial/ethnicity match</i>			
Income Status % of Median Family Income ("MFI"):			
<i>Clientele served by this agency are considered to be a "Presumed Benefit" according to CDBG regulations</i>			
<i>Income data is not required.</i>			
Female Head of Households Assisted			Total
Race/Ethnicity of Persons Assisted			Total
Single Race Persons:			Hispanic or Latino
	White		
	Black or African American		
	American Indian or Alaska Native		
	Asian		
	Native Hawaiian or Other Pacific Islander		
	Multi-Race Persons:		
	American Indian or Alaska Native & White		
	Asian & White		
	Black or African American & White		
	American Indian or Alaska Native & Black		
	Other Multi-Racial		
Total Number of Persons Assisted:			



AGREEMENT BETWEEN THE VIRTUE CENTER AND CITY OF MOORE

THIS AGREEMENT, entered this day _____ of _____, 20____ by and between the City of Moore (herein called the “Grantee”) and The Virtue Center (herein called the “Subrecipient”).

WHEREAS, On March 13, 2020, President Donald J. Trump signed a proclamation declaring the novel coronavirus disease (COVID-19) outbreak a national emergency beginning on March 1, 2020. The Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, was signed by President Trump on March 27, 2020, authorizing the allocation of funds to respond to the growing effects of this historic public health crisis. On April 2, 2020, the Department of Housing and Urban Development (HUD) allocated Community Development Block Grant COVID-19 (CDBG-CV) funds in the amount of \$200,472 to the City of Moore in order to assist in the prevention, preparation for, and response to the Coronavirus (COVID-19).

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Virtue Center will provide outpatient treatment for substance use disorders, problem gambling and co-occurring mental health challenges. By providing treatment in an outpatient setting, the clients can remain at home and employed throughout their recovery journey. The Virtue Center provides trauma-informed, gender sensitive, age appropriate and culturally competent treatment. Each client develops an individualized treatment plan with their therapist. The treatment plan consists of a variety of services that are best suited to assist the client on their path to recovery. The Virtue Center collaborates with many of the social service agencies in the area as well as city, county and governmental agencies to meet the needs of the clients.

Program Delivery

Activity 1: New Client Screenings to gather demographic and background information and determine whether The Virtue Center is the appropriate treatment option. If so, they will schedule an assessment appointment and recommend early recovery skills.

Activity 2: Individual Therapy to provide one-on-one sessions with the therapist and a client in a safe, caring, and confidential environment.

General Administration

To achieve results, The Virtue Center employs a highly trained professional staff that benefits from working as part of the treatment team. The administrative team supports the clinicians with scheduling, billing, and client follow-up. Many group therapy sessions take place after hours, and after-hours appointments are available for individuals and couples and family therapy sessions. Walk-in appointments are available to new clients throughout the week, allowing us to help when needed. Typically, a new client can meet with a therapist within thirty minutes of walking through the doors. Clients receive the tools to begin their recovery journey by the end of the first appointment. To evaluate the effectiveness of services, The Virtue Center collects and analyzes data. The Virtue Center administers quarterly internal surveys to measure outcomes. The Virtue Center also administers internal and ODMHSAS satisfaction surveys to each client at discharge. Outcome measures are collected electronically throughout the year through the CDC.

National Objective

The Subrecipient certifies that the activity carried out under this agreement will meet the Low/Moderate Income national objective.

B. Levels of Accomplishment-Goals and Performance Measures

Service Activity	Cost per Unit	Units per Year
New Client Screenings	\$114.00	25 Screenings
Individual Therapy	\$115.00	62 Sessions

C. Staffing

Staff	Total
Number of Professional Staff	18
Number of Support Staff	3
Number of Board and Volunteers Who Provide Professional Services in Place of Professional Staff	0
Number of Board Directors (All)	16
Number of Volunteers (All)	15



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D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October 2023 and end on the 30th day of September 2024. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Proposed Budget-Expenditures

Service Activity	Units of Service	Cost per Unit	Total Budget
New Client Screenings	25 Screenings	\$114.00	\$2,850.00
Individual Therapy	62 Sessions	\$115.00	\$7,130.00
		Total	\$9,980.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments made to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this agreement shall not exceed **\$9,980.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

V. NOTICES

Notices required by this agreement shall be in writing and delivered via mail, commercial courier, or personal delivery, or sent by fax, email, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee	Subrecipient
Kahley Gilbert, Grants Manager City of Moore 301 N. Broadway Ave, Moore, OK 73160 405-793-4571 kgilbert@cityofmoore.com	Teresa Collado, Executive Director The Virtue Center 215 W. Linn St., Norman, OK 73069 405-321-0022 tcollado@thevirtuecenter.org

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"



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Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The Grantee shall be exempted from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensations Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee on providing services through this agreement. All activities, facilities, and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support herein in all publications made possible with funds made available under this agreement.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this agreement.

The Grantee may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this agreement if the Subrecipient materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statuses, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement;
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS



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A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four year, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall also provide the “CDBG Monthly Benefit Report”, containing client data including, but not limited to: income status, female head of households assisted, and race/ethnicity of persons assisted (Appendix A). Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited by the state or federal law unless required to be released by Title 51 O.S. Sect. 24A.1 et. seq., The Oklahoma Open Records Act, or written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient’s obligation to the Grantee shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.



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6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period of activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. A progress report with its supporting documentation shall be submitted with each invoice. Payment will not be disbursed until all documents are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:



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1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE FOR ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall



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provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Women and Minority Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipient's or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor,



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under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. **"Section 3 Clause"**

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has



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notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal



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grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.



AGREEMENT BETWEEN THE VIRTUE CENTER AND CITY OF MOORE

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.



AGREEMENT BETWEEN THE VIRTUE CENTER AND CITY OF MOORE

APPROVALS

The Virtue Center

Executive Director

Date

Attest:

Secretary

Date

The City of Moore, Oklahoma

Mark Hamm, Vice Mayor

Date

Attest:

Vanessa Kemp, City Clerk

Date

Approved as to form and legality:

Brian Miller, City Attorney

Date



AGREEMENT BETWEEN THE VIRTUE CENTER AND CITY OF MOORE

APPENDIX A

CDBG Monthly Benefit Report			
Please type or print required information. Contact Kahley Gilbert, Grants Manger, if you have any questions at 793-4571.			
Agency Name:			
Report completed by:			
Report Period		to	
Amount of Money Leveraged by CDBG Funded Activity for this report period:			Amount
Other Funds Leveraged:			
	Federal		\$
	State		\$
	Local		\$
	Private		\$
	TOTAL		\$
Please make certain that the totals reported by income and by racial/ethnicity match			
Income Status % of Median Family Income ("MFI"):			
Clientele served by this agency are considered to be a "Presumed Benefit" according to CDBG regulations			
Income data is not required.			
Female Head of Households Assisted			Total
Race/Ethnicity of Persons Assisted			Total
Single Race Persons:			
	White		
	Black or African American		
	American Indian or Alaska Native		
	Asian		
	Native Hawaiian or Other Pacific Islander		
	Multi-Race Persons:		
	American Indian or Alaska Native & White		
	Asian & White		
	Black or African American & White		
	American Indian or Alaska Native & Black		
	Other Multi-Racial		
Total Number of Persons Assisted:			



SUMMARY OF ACQUISITION

CITY: Moore, PROJECT: 35802(04) Eastern Ave.; SE 4th St. to NE 9th St. PARCEL(S) 16.1

PROPERTY LOCATION: Section 13, Township 10N, Range 3W, Cleveland County

BUYER: City of Moore, Oklahoma

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

Central Church of Christ Holding Company
800 E. Main St.
Moore, OK 73160

ASSIGNMENT: Central Church of Christ Holding Company

MORTGAGES AND LIENS: None

IMPROVEMENTS: None

DAMAGES: Parcel 16.1 – 301 SF of Temporary Construction Easement

PROPERTY OWNER(S)/SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, THE FOLLOWING DOCUMENTS:

Temporary Construction Easement for Parcel 16.1 for 301 Sq Ft
Temporary Construction Easement for Parcel _____ for _____ Sq Ft
Temporary Construction Easement for Parcel _____ for _____ Sq Ft

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: \$6,815.00

BUYER AND SELLER AGREE:

Retaining Wall "A" to be constructed from Sta. 169+15.15 RT to Sta. 172+62.65 RT
Retaining Wall "B" to be constructed from Sta. 173+12.06 RT to Sta. 173+51.39 RT
Retaining Wall "C" to be constructed from Sta. 173+36.18 RT to Sta. 174+10.84 RT
Retaining Wall "D" to be constructed from Sta. 174+02.47 RT to Sta. 175+90.47 RT
Payment includes any and all damages.

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER, WILL PREPARE THE FOLLOWING:

Check in the amount of \$6,815.00 to Central Church of Christ Holding Company
Check in the amount of _____ to _____
Check in the amount of _____ to _____

Bob C. Murrell
PROPERTY OWNER/SELLER

Mark Delisle
PREPROPERTY OWNER/SELLER

George Smith
ACQUISITION AGENT

George Smith

8-30-2023
DATE

8-30-2023
DATE

9/7/23
DATE

Project: Eastern Ave.; SE 4th St. to NE 9th St.
J/P #: 35802(04)
Parcel #: 16.1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Central Church of Christ Holding Company
of Cleveland County, State of Oklahoma, for and in consideration of the sum of one (1) DOLLARS
(\$ 1.00) and other good, valuable and consideration, has/have this day sold to the City of Moore, Oklahoma a temporary
easement over the following described land, to-wit:

See attached Exhibit "A" – Legal Description
See attached Exhibit "B" – Map

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Moore, Oklahoma and the Transportation Commission by this instrument shall terminate upon completion of the project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, that it is the
owner(s) in fee simple of the above described tract that said tract is free and clear of all liens of
any nature whatsoever except none

The undersigned owner(s) hereby designate and appoint itself
as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the Grantor(s) herein named have hereunto set their hands and seals this the
30TH day of NOVEMBER, 2023

Bob C. Murrell
Bob C. Murrell, Trustee

Mark Delisle
Mark Delisle, Trustee

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

Individual Acknowledgement

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

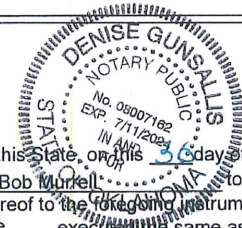
Individual Acknowledgement

State of Oklahoma)
) §
County of Cleveland)

Before me, _____ a Notary Public in and for this State, on this 30 day of November, 2023, personally appeared Bob Murrell to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Trustee, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the _____ Corporation for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: 7/11/24
Commission No. 08007162 Denise Gunsallis
Notary Public



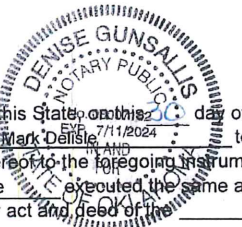
Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of Cleveland)

Before me, _____ a Notary Public in and for this State, on this 30 day of November, 2023, personally appeared Mark Dennis to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Trustee, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the _____ Corporation for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: 7/11/24
Commission No. 08007162 Denise Gunsallis
Notary Public



Trust/LLC/Corporation Acknowledgment

Exhibit "A"

LEGAL DESCRIPTION

Proposed Easement 16.1
Part of the SW/4, Section 13, T10N, R3W, I.M.
City of Moore, Cleveland County, Oklahoma

March 31, 2023

A tract of land lying in the Southwest Quarter (SW/4) of Section 13, Township 10 North, Range 3 West of the Indian Meridian, City of Moore, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the Southwest Corner of said Southwest Quarter (SW/4);

THENCE North 00°22'49" West, along the West line of said Southwest Quarter (SW/4), a distance of 1,347.16 feet;

THENCE North 89°37'11" East, perpendicular to said West line, a distance of 50.00 feet to the **POINT OF BEGINNING**;

THENCE North 00°22'49" West, parallel with said West line, a distance of 25.00 feet;

THENCE Northeasterly on a curve to the right, having a radius of 25.00 feet, central angle of 89°27'22", chord bearing of North 44°51'59" East, chord distance of 35.19 feet, for an arc length of 39.04 feet;

Thence along a line non-tangent to said curve, South 00°25'44" East, a distance of 5.00 feet;

THENCE Southwesterly on a curve to the left, having a radius of 20.00 feet, central angle of 89°27'42", chord bearing of South 44°52'10" West, chord distance of 28.15 feet, for an arc length of 31.23 feet;

Thence along a line non-tangent to said curve, South 00°22'49" East, parallel with the West line of said Southwest Quarter (SW/4), a distance of 24.95 feet;

THENCE South 89°37'11" West, perpendicular to said West line, a distance of 5.00 feet to the **POINT OF BEGINNING**.

Said tract of land containing 301 square feet or 0.0069 acres, more or less.

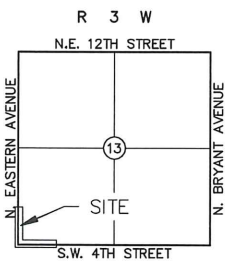
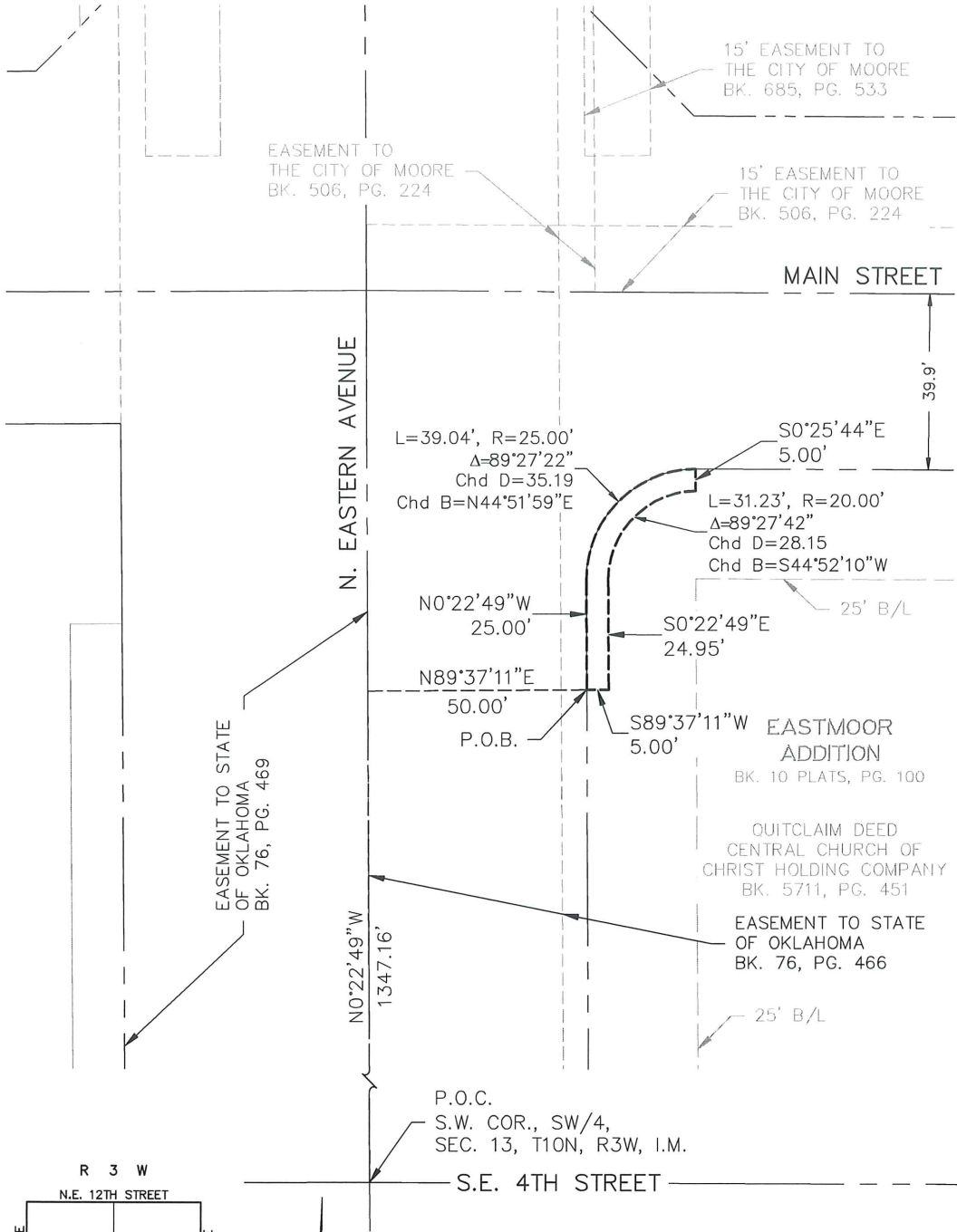
The basis of bearing for the above-described tract of land is based on State Plane Coordinates NAD-83 (U.S. Survey Foot), Oklahoma South Zone, with the West line of said Southwest Quarter (SW/4) having a measured bearing of North 00°22'49" West.

Prepared by Durham Surveying, Inc.
Damon K. Durham, PLS No. 1521

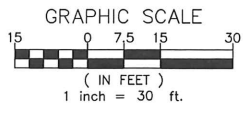
T:\2019\19-085\Docs\19-085-002_Proposed Easements\19-085-002_Proposed Easements_Legal Descriptions.docx

Exhibit 'B'

PROPOSED EASEMENT 16.1
 PART OF SW/4, SEC. 13, T10N, R3W, I.M.
 CITY OF MOORE, CLEVELAND CO., OKLAHOMA



Location Map
 SCALE: 1"=400'
 3/31/2023



DURHAM SURVEYING, INC.
 1800 SOUTH SARA ROAD, YUKON, OK 73099
 Phone (405) 265-3404 Fax (405) 265-0649
 CERTIFICATE OF AUTHORIZATION NO. 5313
 EXPIRATION DATE: JUNE 30, 2024

**CLAIMS FOR APPROVAL
FISCAL YEAR 2023-2024
COUNCIL MEETING SEPTEMBER 18, 2023**

CITY OF MOORE

Payroll of August 13, 2023 to August 26, 2023		\$	1,210,975.98
Payroll Related Claims		\$	397,910.31
GO Street Bonds 2010 (Ratification 08-31-23)	(04)	\$	804,295.89
GO Street Bonds 2010 (Ratification 09-07-23)		\$	13,504.89
General Fund (Ratification 08-31-23)	(06)	\$	182,775.18
General Fund (Ratification 09-07-23)		\$	175,194.40
Special Revenue Fund (Ratification 08-31-23)	(08)	\$	90,753.80
Special Revenue Fund (Ratification 09-07-23)		\$	16,329.99
Urban Renewal Authority (Ratification 08-31-23)	(10)	\$	7,813.35
Public Safety/Streets Sales Tax (Ratification 08-31-23)	(12)	\$	3,956.16
Public Safety/Streets Sales Tax (Ratification 09-07-23)		\$	246.79
CDBG-DR (Ratification 09-07-23)	(15)	\$	700.00
	Fund Total	\$	<u>2,904,456.74</u>

MOORE PUBLIC WORKS AUTHORITY

Moore Risk Management (Ratification 08-31-23)	(02)	\$	88,372.31
Moore Risk Management (Ratification 09-07-23)		\$	7,939.40
Moore Public Works (Ratification 08-31-23)	(05)	\$	368,057.51
Moore Public Works (Ratification 09-07-23)		\$	113,776.59
	Fund Total	\$	<u>578,145.81</u>

ALL FUNDS GRAND TOTAL	\$	<u><u>3,482,602.55</u></u>
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**CLAIMS FOR RATIFICATION
Fiscal Year 2023-2024
DISTRIBUTION AUGUST 31, 2023
COUNCIL MEETING SEPTEMBER 18, 2023**

CITY OF MOORE

GO Street Bonds	(04)	\$	804,295.89
General Fund	(06)	\$	182,775.18
Special Revenue Fund	(08)	\$	90,753.80
Urban Renewal Authority	(10)	\$	7,813.35
Public Safety/Streets Sales Tax	(12)	\$	3,956.16
	Fund Total	\$	<u>1,089,594.38</u>

MOORE PUBLIC WORKS AUTHORITY

Moore Risk Management	(02)	\$	88,372.31
Moore Public Works	(05)	\$	368,057.51
	Fund Total	\$	<u>456,429.82</u>

ALL FUNDS GRAND TOTAL **\$ 1,546,024.20**

CLAIMS FOR RATIFICATION

MOORE CITY COUNCIL

COUNCIL MEETING SEPTEMBER 18, 2023

Moore City Council
General Fund 2023-2024
Vendor & Employee Claims

Moore, OK Purchase Order Claim Register



Fund: 04 - Street Bond Improvements

Check Run : 083123

Department: 535 - 2022B GO Streets/Animal Sh

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
223608	3403	CROSSLAND CONSTRUCTION COMPANY INC	Project: Moore Animal Shelter	7/26/2023	97325	804,295.89
		04035350 - 54300 - 12018	Construction			
Department Total :						804,295.89
Fund Total :						804,295.89

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 083123

Department: 000 - Undesignated

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240676	189	O'REILLY AUTOMOTIVE INC 6 - 12052 -	PARTS FOR CITY VEHICLES Fleet Inventory	8/7/2023	96730	59.45
	1	ONE TIME PAY VENDOR 6 - 21030 -	2BondRefund 231704340, 231704342 RClement Refunds Payable	8/25/2023	97361	112.00
Department Total :						171.45

Department: 035 - General Government

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240083	811	FARMERS BROTHERS COFFEE 06010350 - 51040 -	COFFEE FOR CITY HALL Coffee Supples	8/7/2023	96659	341.14
240939	1260	TAP ARCHITECTURE 06010350 - 53020 -	2ND FLOOR RENOVATION CITY HALL Building Remodel	8/1/2023	96866	3,635.00
240932	92	NORMAN TRANSCRIPT 06010350 - 52000 -	Ordinance 18 (23) PUBLICATION Printing & Publications	8/11/2023	97123	11.10
240451	103	OKLAHOMA GAS & ELECTRIC 06010350 - 52100 -	ELECTRICITY Electricity	8/17/2023	97221	302.65
240119	2355	ABSOLUTE DATA SHREDDING 06010350 - 52360 -	SHREDDING SERVICES Professional Services	7/31/2023	97299	84.00
235107	3734	GABLE & GOTWALS, A PROFESSIONAL CORPORATION 06010350 - 52370 - 15415	PTS SOLUTIONS THRU 06/30/2023 Legal Expense	7/21/2023	97373	187.72
240200	1727	OKLAHOMA NATURAL GAS 06010350 - 52105 -	NATURAL GAS, COMBINED Natural Gas	8/23/2023	97465	433.23
240083	811	FARMERS BROTHERS COFFEE 06010350 - 51040 -	CREDIT FOR DUPLICATE PAYMENT ON ACCT Coffee Supples	4/13/2020	97521	-154.90
Department Total :						4,839.94

Department: 041 - City Attorney

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240918	3164	AMAZON.COM SALES, INC. 06010410 - 52545 -	us constitution pocket booklets - 100ea Misc Services & Charges	8/12/2023	97107	89.96
Department Total :						89.96

Department: 043 - Finance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241182	588	GOVERNMENT FINANCE OFFICERS ASSOCIATION 06010430 - 52005 -	MEMBERSHIP- JOHN PARKER AND CHERYL MCCONNELL Dues, Mbrshps, Mtgs & Training	8/29/2023	97614	305.00
Department Total :						305.00

Department: 044 - Information Technology

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240804	1869	DAVENPORT GROUP, INC 06010440 - 52485 -	Support for SAN IT Licenses & Permits	8/8/2023	97018	2,268.00
240805	1869	DAVENPORT GROUP, INC	Support for VMware	8/8/2023	97025	5,161.00

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 083123

Department: 044 - Information Technology

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06010440 - 52485 -	IT Licenses & Permits			
240051	3164	AMAZON.COM SALES, INC.	Open PO for amazon	8/10/2023	97026	186.84
		06010440 - 51150 -	Minor Equipment			
Department Total :						7,615.84

Department: 045 - Human Resources

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241180	3971	UNDERGROUND VAULTS & STORAGE, INC	STORAGE FOR HR PERSONNEL FILES	7/31/2023	97610	19.58
		06010450 - 52355 -	Contract Services			
Department Total :						19.58

Department: 046 - Public Affairs

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240458	81	MOORE CHAMBER OF COMMERCE	MCC yearly registration/Deidre/blanket PO	8/9/2023	97103	10.00
		06010460 - 52005 -	Dues, Mbrshps, Mtgs & Training			
241100	3715	ARCHIVESOCIAL, INC.	Social Media Archiving Subscription	7/25/2023	97357	2,994.00
		06010460 - 52360 -	Professional Services			
240927	3981	SELECT OKLAHOMA AN ECONOMIC DEVELOPMENT	Economic Development Conf/Early Bird Registration	8/8/2023	97370	299.00
		06010460 - 52005 -	Dues, Mbrshps, Mtgs & Training			
Department Total :						3,303.00

Department: 050 - Municipal Court

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241000	3065	QUADIENT, INC.	Meter Rental in Courts 08-SEP-23 - 07-DEC-23	8/9/2023	97099	137.70
		06020500 - 52200 -	Equipment Rental			
240119	2355	ABSOLUTE DATA SHREDDING	SHREDDING SERVICES	7/31/2023	97299	84.00
		06020500 - 52360 -	Professional Services			
Department Total :						221.70

Department: 051 - Police

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240119	2355	ABSOLUTE DATA SHREDDING	SHREDDING SERVICES	7/31/2023	97299	42.00
		06020510 - 52360 -	Professional Services			
241010	3679	4K SPORTS, INC.	Gracie LE Instructor course-Recert x3, new x3	8/21/2023	97377	3,600.00
		06020510 - 52006 -	Training			
241054	3886	AWARD SOLUTIONS OF OKLAHOMA, LLC	Name badge for volunteers	8/24/2023	97378	32.00
		06020510 - 52000 -	Printing & Publications			
230594	740	OKLAHOMA SHOOTING SPORTS	Rifle, Sig M400, Streamlight -State Contract SW220	8/28/2023	97412	4,815.90
		06020510 - 51025 -	Armory Supplies			
234705	56	GALL'S, INC.	43 gold hat band, 43 navy air force cap, 43 hat ba	8/18/2023	97519	2,005.75
		06020510 - 51150 -	Minor Equipment			
234825	448	SPECIAL OPS UNIFORMS	uniforms	8/29/2023	97522	437.18

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 083123

Department: 051 - Police

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06020510 - 51225 -	Uniform Acquisition/Rental			
230594	740	OKLAHOMA SHOOTING SPORTS	Rifle, Sig M400, Streamlight -State Contract SW220	8/28/2023	97576	251.65
		06020510 - 51025 -	Armory Supplies			
241166	637	STANDLEY SYSTEMS	July printer overage Admin Inv.INV1532606	8/1/2023	97577	251.69
		06020510 - 52255 -	Minor Equip Maint/Lease			
241165	2321	MATTHEW MELTON	Clothing allowance Matt Melton	8/28/2023	97578	500.00
		06020510 - 51225 -	Uniform Acquisition/Rental			
241151	72	LOWE'S BUSINESS ACCOUNT	2 para cord for hanging Coming Soon signs MPAC	8/25/2023	97579	18.20
		06020510 - 51150 -	Minor Equipment			
241149	79	MTM RECOGNITION CORPORATION	2 flat retirements badges Bills/Hill 4 wallets	8/15/2023	97580	290.00
		06020510 - 51250 -	Misc. Materials & Supplies			
241148	402	CENTER FOR AMERICAN	23/24 membership due 7/31/23	7/20/2023	97581	200.00
		06020510 - 52005 -	Dues, Mbrshps, Mtgs & Training			
Department Total :						12,444.37

Department: 053 - Emergency Management

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240908	61	GRAINGER, W W, INC	Quartz Metal Halide bulbs for light towers	8/11/2023	96840	74.78
		06020530 - 52255 -	Minor Equip Maint/Lease			
240906	3164	AMAZON.COM SALES, INC.	YOMILINK UL LISTED 50 AMP RV CORD	8/9/2023	96842	228.99
		06020530 - 52255 -	Minor Equip Maint/Lease			
240896	3164	AMAZON.COM SALES, INC.	misc tools	8/7/2023	96944	54.58
		06020530 - 52270 -	Radio Equipment Maint/Repair			
241069	3609	KEVIN SMITH	Reimbursement for fuses and keys	8/22/2023	97275	4.88
		06020530 - 52255 -	Minor Equip Maint/Lease			
235021	223	CDW GOVERNMENT	Display signage units for PSC	8/8/2023	97374	1,927.03
		06020530 - 51150 -	Minor Equipment			
Department Total :						2,290.26

Department: 054 - Fire

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240400	2380	CINTAS CORPORATION #2	Uniform Cleaning and Pant Rental	8/7/2023	96726	335.54
		06020540 - 52250 -	Uniform Cleaning & Repair			
240589	1755	HOME DEPOT CREDIT SERVICES	Misc Supplies for MFD (Home Depot)	8/10/2023	96793	298.98
		06020540 - 51010 -	Janitorial/Custodial Supplies			
240118	2344	KRISTEN'S ALTERATIONS	Sewing Patches on Uniform Shirts	8/15/2023	97170	36.00
		06020540 - 52250 -	Uniform Cleaning & Repair			
240120	3164	AMAZON.COM SALES, INC.	Various Items for MFD (Amazon)	8/9/2023	97220	40.77
		06020540 - 51250 -	Misc. Materials & Supplies			
240451	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	8/17/2023	97221	828.69
		06020540 - 52100 -	Electricity			
240678	3518	CORE HEALTH & FITNESS LLC	Exercise Equipment for MFD	7/6/2023	97290	21,462.31

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 083123

Department: 054 - Fire

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06020540 - 53000 -	Equipment			
240119	2355	ABSOLUTE DATA SHREDDING	SHREDDING SERVICES	7/31/2023	97299	20.00
		06020540 - 52360 -	Professional Services			
240452	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY COMBINED	8/18/2023	97360	29.63
		06020540 - 52100 -	Electricity			
Department Total :						23,051.92

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240097	726	EUREKA WATER COMPANY	DRINKING WATER ADMINISTRATIVE BLDG	8/7/2023	96612	29.80
		06040640 - 51250 -	Misc. Materials & Supplies			
240096	726	EUREKA WATER COMPANY	DRINKING WATER STREET DEPARTMENT	8/7/2023	96613	17.45
		06040640 - 51250 -	Misc. Materials & Supplies			
240338	448	SPECIAL OPS UNIFORMS	Safety footwear for Andrew Underwood	8/11/2023	96830	150.00
		06040640 - 52355 -	Contract Services			
240610	61	GRAINGER, W W, INC	MATERIALS, PARTS AND SUPPLIES ECT.	8/11/2023	96877	393.91
		06040640 - 51070 -	Parts			
240610	61	GRAINGER, W W, INC	MATERIALS, PARTS AND SUPPLIES ECT.	8/10/2023	96878	359.76
		06040640 - 51070 -	Parts			
240610	61	GRAINGER, W W, INC	MATERIALS, PARTS AND SUPPLIES ECT.	8/10/2023	96879	127.38
		06040640 - 51070 -	Parts			
240586	154	TRAFFIC SIGNALS INC.	TRAFFIC SIGNAL/SCHOOL ZONE LIGHT REPAIRS ET	8/9/2023	96880	930.00
		06040640 - 52354 -	Outsource Labor			
240128	189	O'REILLY AUTOMOTIVE INC	SUPPLIES FOR STREET DEPARTMENT EQUIPMENT ETC	8/8/2023	96889	162.42
		06040640 - 51105 -	Street Materials			
240128	189	O'REILLY AUTOMOTIVE INC	SUPPLIES FOR STREET DEPARTMENT EQUIPMENT ETC	8/8/2023	96890	7.64
		06040640 - 51105 -	Street Materials			
240878	859	HARD HAT SAFETY & GLOVE LLC	SAFETY GLASSES FOR PUBLIC WORKS	8/9/2023	96894	612.00
		06040640 - 51020 -	Safety Supplies			
240139	724	JONES TIRE, LLC	REPAIRS FOR TRAILERS WHEELS ETC	8/7/2023	97028	10.00
		06040640 - 52354 -	Outsource Labor			
240344	1705	SAMS CLUB DIRECT	WATER/GATORADE FOR PUBLIC WORKS	8/9/2023	97029	883.12
		06040640 - 51250 -	Misc. Materials & Supplies			
240347	2380	CINTAS CORPORATION #2	CONTRACT FY2023/2024 FOR UNIFORM CLEANING, MATS	8/9/2023	97030	163.98
		06040640 - 52355 -	Contract Services			
240347	2380	CINTAS CORPORATION #2	CONTRACT FY2023/2024 FOR UNIFORM CLEANING, MATS	8/9/2023	97031	161.95
		06040640 - 52355 -	Contract Services			

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Fund: 06 - General Fund

Check Run : 083123

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240347	2380	CINTAS CORPORATION #2	CONTRACT FY2023/2024 FOR UNIFORM CLEANING, MATS	8/9/2023	97032	218.71
		06040640 - 52355 -	Contract Services			
240347	2380	CINTAS CORPORATION #2	CONTRACT FY2023/2024 FOR UNIFORM CLEANING, MATS	8/9/2023	97033	31.09
		06040640 - 52355 -	Contract Services			
240102	2604	AKTION CLUB OF SANTA FE PLACE	CREWS CLEANING UP RIVERWALK AREA	8/11/2023	97035	638.00
		06040640 - 52350 -	Temporary Labor			
240099	1313	CENTRAL OKLAHOMA HOSE, INC	HOSES FOR STREET EQUIPMENT, MOWERS ETC	8/7/2023	97036	156.25
		06040640 - 51070 -	Parts			
240091	554	BARTON BOLT & SUPPLY, LLC	NUTS BOLTS MISCELLANEOUS PARTS	8/7/2023	97037	1.11
		06040640 - 51070 -	Parts			
240091	554	BARTON BOLT & SUPPLY, LLC	NUTS BOLTS MISCELLANEOUS PARTS	8/7/2023	97038	112.92
		06040640 - 51070 -	Parts			
241009	3444	ANTHONY MENSAH	TONY MENSAH PER DIEM OFMA CONFERENCE 9/18-20/2023	8/17/2023	97067	150.50
		06040640 - 52005 -	Dues, Mbrshps, Mtgs & Training			
240451	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	8/17/2023	97221	3,191.27
		06040640 - 52100 -	Electricity			
240451	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	8/18/2023	97294	55.80
		06040640 - 52100 -	Electricity			
240119	2355	ABSOLUTE DATA SHREDDING	SHREDDING SERVICES	7/31/2023	97299	10.50
		06040640 - 52355 -	Contract Services			
241004	336	OKLAHOMA FLOODPLAIN	OFMA CONFERENCE, MBRSHP DUES & CFM CERT RENEWAL	8/22/2023	97314	500.00
		06040640 - 52005 -	Dues, Mbrshps, Mtgs & Training			
240126	72	LOWE'S BUSINESS ACCOUNT	SUPPLIES FOR STREET WORK	8/11/2023	97316	50.60
		06040640 - 51105 -	Street Materials			
240452	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY COMBINED	8/18/2023	97360	540.96
		06040640 - 52100 -	Electricity			
240452	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY COMBINED	8/18/2023	97360	64,085.33
		06040640 - 52520 -	Street Lighting			
240131	344	P & K EQUIPMENT, INC	PARTS FOR MOWERS	8/11/2023	97431	47.94
		06040640 - 51070 -	Parts			
240131	344	P & K EQUIPMENT, INC	PARTS FOR MOWERS	8/8/2023	97432	856.72
		06040640 - 51070 -	Parts			
240200	1727	OKLAHOMA NATURAL GAS	NATURAL GAS, COMBINED	8/23/2023	97465	184.98
		06040640 - 52105 -	Natural Gas			
240504	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/12/2023	97485	400.00
		06040640 - 52357 -	Mowing			
240504	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/12/2023	97486	126.00
		06040640 - 52357 -	Mowing			

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Fund: 06 - General Fund

Check Run : 083123

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240504	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97487	700.00
240504	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97488	800.00
240504	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97489	600.00
240504	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97490	500.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97503	420.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97504	400.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97505	735.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97506	84.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97507	105.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97508	735.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97509	420.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97510	785.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97511	525.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97512	126.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97513	100.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97514	157.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/12/2023	97515	231.00
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/12/2023	97516	168.00

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Fund: 06 - General Fund

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Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06040640 - 52357 -	Mowing			
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/12/2023	97517	231.00
		06040640 - 52357 -	Mowing			
240502	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/12/2023	97518	189.00
		06040640 - 52357 -	Mowing			
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/12/2023	97540	168.00
		06040640 - 52357 -	Mowing			
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/12/2023	97542	367.50
		06040640 - 52357 -	Mowing			
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/12/2023	97543	680.00
		06040640 - 52357 -	Mowing			
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/12/2023	97544	735.00
		06040640 - 52357 -	Mowing			
Department Total :						85,329.59

Department: 065 - Animal Welfare

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240575	448	SPECIAL OPS UNIFORMS	work pants for ACO's	8/11/2023	96989	163.98
		06040650 - 51225 -	Uniform Acquisition/Rental			
240237	72	LOWE'S BUSINESS ACCOUNT	shelter supplies / hoses/ etc.	8/10/2023	96993	81.62
		06040650 - 51065 -	Animal Shelter Supplies			
240243	3240	LSBW, LLC	Animal Vet services	8/11/2023	97002	225.50
		06040650 - 52390 -	Veterinarian Services			
240243	3240	LSBW, LLC	Animal Vet services	8/11/2023	97003	297.00
		06040650 - 52390 -	Veterinarian Services			
240243	3240	LSBW, LLC	Animal Vet services	8/9/2023	97005	351.80
		06040650 - 52390 -	Veterinarian Services			
240242	3047	365 WORX, INC	Temp services (Rita Rizzo)	8/25/2023	97349	526.68
		06040650 - 52350 -	Temporary Labor			
240200	1727	OKLAHOMA NATURAL GAS	NATURAL GAS, COMBINED	8/23/2023	97465	307.88
		06040650 - 52105 -	Natural Gas			
Department Total :						1,954.46

Department: 068 - Fleet Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240101	1751	EXPRESS OIL CHANGE	OIL CHANGES FOR CITY VEHICLES	8/7/2023	96589	34.99
		06040680 - 52354 -	Outsource Labor			
240018	726	EUREKA WATER COMPANY	DRINKING WATER	8/7/2023	96610	14.90
		06040680 - 51250 -	Misc. Materials & Supplies			
240105	3720	GERARDO ESTRADA	TIRE REPAIRS AND CHANGE OUTS ON SANITATION VEHICL	8/7/2023	96637	125.00
		06040680 - 52354 -	Outsource Labor			

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 083123

Department: 068 - Fleet Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240023	2025	M & N DEALERSHIPS XII LLC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/7/2023	96639	122.82
240023	2025	M & N DEALERSHIPS XII LLC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/7/2023	96640	140.00
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/7/2023	96641	129.73
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/7/2023	96642	-10.00
240105	3720	GERARDO ESTRADA 06040680 - 52354 -	TIRE REPAIRS AND CHANGE OUTS ON SANITATION VEHICL Outsource Labor	8/8/2023	96729	132.00
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/8/2023	96731	326.27
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/7/2023	96732	11.54
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/9/2023	96734	135.62
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/8/2023	96735	195.54
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/8/2023	96739	30.35
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/8/2023	96740	-5.77
240105	3720	GERARDO ESTRADA 06040680 - 52354 -	TIRE REPAIRS AND CHANGE OUTS ON SANITATION VEHICL Outsource Labor	8/8/2023	96742	100.00
240862	908	RUSH TRUCK CENTER OF OKC, INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/9/2023	96750	1,664.00
240092	592	J & R EQUIPMENT LLC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/9/2023	96751	336.16
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/7/2023	96752	30.80
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/7/2023	96753	33.12
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/7/2023	96754	35.13
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/9/2023	96756	85.32
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/9/2023	96757	28.11
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/9/2023	96758	115.90
240677	3624	ONE SOURCE PARTS, LL 06040680 - 51070 -	PARTS FOR SANITATION TRUCKS Parts	8/8/2023	96770	200.67

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Department: 068 - Fleet Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240105	3720	GERARDO ESTRADA	TIRE REPAIRS AND CHANGE OUTS ON SANITATION VEHICL	8/9/2023	96771	100.00
		06040680 - 52354 -	Outsource Labor			
240024	2025	M & N DEALERSHIPS XII LLC	REPAIRS FOR CITY VEHICLES	8/7/2023	96772	312.40
		06040680 - 52354 -	Outsource Labor			
240101	1751	EXPRESS OIL CHANGE	OIL CHANGES FOR CITY VEHICLES	8/9/2023	96799	34.99
		06040680 - 52354 -	Outsource Labor			
240101	1751	EXPRESS OIL CHANGE	OIL CHANGES FOR CITY VEHICLES	8/9/2023	96800	34.99
		06040680 - 52354 -	Outsource Labor			
240105	3720	GERARDO ESTRADA	TIRE REPAIRS AND CHANGE OUTS ON SANITATION VEHICL	8/9/2023	96801	80.00
		06040680 - 52354 -	Outsource Labor			
240023	2025	M & N DEALERSHIPS XII LLC	PARTS FOR CITY VEHICLES	8/10/2023	96802	125.44
		06040680 - 51070 -	Parts			
240021	1313	CENTRAL OKLAHOMA HOSE, INC	PARTS FOR CITY VEHICLES	8/10/2023	96804	95.12
		06040680 - 51070 -	Parts			
240676	189	O'REILLY AUTOMOTIVE INC	PARTS FOR CITY VEHICLES	8/10/2023	96806	10.03
		06040680 - 51070 -	Parts			
240232	554	BARTON BOLT & SUPPLY, LLC	Nuts, bolts, washers et al	8/7/2023	96807	1.98
		06040680 - 51070 -	Parts			
240717	1346	WINGFOOT COMMERCIAL TIRE SYSTEMS, LLC	RECAP TIRES FOR SANITATION TRUCKS	8/11/2023	96844	357.80
		06040680 - 51070 -	Parts			
240024	2025	M & N DEALERSHIPS XII LLC	REPAIRS FOR CITY VEHICLES	8/11/2023	96846	2,453.23
		06040680 - 52354 -	Outsource Labor			
240676	189	O'REILLY AUTOMOTIVE INC	PARTS FOR CITY VEHICLES	8/11/2023	96847	181.44
		06040680 - 51070 -	Parts			
240676	189	O'REILLY AUTOMOTIVE INC	PARTS FOR CITY VEHICLES	8/11/2023	96904	79.99
		06040680 - 51070 -	Parts			
240101	1751	EXPRESS OIL CHANGE	OIL CHANGES FOR CITY VEHICLES	8/11/2023	96978	34.99
		06040680 - 52354 -	Outsource Labor			
240676	189	O'REILLY AUTOMOTIVE INC	PARTS FOR CITY VEHICLES	8/10/2023	97062	27.19
		06040680 - 51070 -	Parts			
241067	2025	M & N DEALERSHIPS XII LLC	REPAIRS TO CITY VEHICLES	7/6/2023	97359	2,245.20
		06040680 - 52354 -	Outsource Labor			
241016	189	O'REILLY AUTOMOTIVE INC	PARTS FOR CITY VEHICLES	8/11/2023	97475	13.98
		06040680 - 51070 -	Parts			

Department Total : 10,200.97

Department: 069 - Building Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240964	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES ET AL	8/9/2023	97039	162.24
		06040690 - 51100 -	Building Materials			

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Department: 069 - Building Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240964	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES ET AL	8/9/2023	97040	12.09
		06040690 - 51100 -	Building Materials			
240964	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES ET AL	8/9/2023	97041	123.34
		06040690 - 51100 -	Building Materials			
240964	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES ET AL	8/9/2023	97042	66.54
		06040690 - 51100 -	Building Materials			
240964	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES ET AL	8/9/2023	97043	39.68
		06040690 - 51100 -	Building Materials			
240964	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES ET AL	8/10/2023	97044	3.57
		06040690 - 51100 -	Building Materials			
240964	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES ET AL	8/10/2023	97045	111.33
		06040690 - 51100 -	Building Materials			
240964	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES ET AL	8/10/2023	97046	178.50
		06040690 - 51100 -	Building Materials			
240964	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES ET AL	8/10/2023	97047	67.05
		06040690 - 51100 -	Building Materials			
240964	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES ET AL	8/10/2023	97048	18.76
		06040690 - 51100 -	Building Materials			
240211	69	JOHNSTONE SUPPLY INC	MATERIALS AND SUPPLIES	8/3/2023	97419	84.37
		06040690 - 51100 -	Building Materials			

Department Total : 867.47

Department: 070 - Parks & Recreation Admin

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240451	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	8/17/2023	97221	4,905.16
		06050700 - 52100 -	Electricity			
240452	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY COMBINED	8/18/2023	97360	485.46
		06050700 - 52100 -	Electricity			
241141	1185	WHITNEY WATHEN	Reimbursement for Uber to and from airport	8/20/2023	97452	94.42
		06050700 - 52005 -	Dues, Mbrshps, Mtgs & Training			
241042	456	BOX TALENT INC	The Station - FTF entertainment	2/15/2023	97458	250.00
		06050700 - 52515 -	Special Events			
240200	1727	OKLAHOMA NATURAL GAS	NATURAL GAS, COMBINED	8/23/2023	97465	319.98
		06050700 - 52105 -	Natural Gas			

Department Total : 6,055.02

Department: 071 - Senior Citizen Service

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240452	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY COMBINED	8/18/2023	97360	1,904.08
		06050710 - 52100 -	Electricity			
240150	3139	DANIELLE G. MITCHELL	Contract Instructor Chair Yoga	8/26/2023	97362	25.00

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Department: 071 - Senior Citizen Service

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06050710 - 52590 -	Program Instructors			
240151	3571	RICHARD GONZALEZ	Contract Services Bus Driver	8/26/2023	97363	461.25
		06050710 - 52355 -	Contract Services			
240200	1727	OKLAHOMA NATURAL GAS	NATURAL GAS, COMBINED	8/23/2023	97465	181.36
		06050710 - 52105 -	Natural Gas			
Department Total :						2,571.69

Department: 073 - Parks & Recreation Activities

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241126	3980	BIO SERVICES, LLC	The Station-Oasis Camp medical waste pickup	8/23/2023	97434	200.00
		06050730 - 52545 -	Misc Services & Charges			
Department Total :						200.00

Department: 074 - Parks & Cemetery Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240859	75	MAXWELL SUPPLY COMPANY INC	Cemetery Supplies	8/10/2023	96812	500.18
		06050740 - 51250 -	Misc. Materials & Supplies			
240560	1222	BOSS PRINT DESIGN, INC	(B) Park Maintenance - Signs, banners, etc.	8/9/2023	96818	72.00
		06050740 - 52000 -	Printing & Publications			
240903	78	MIDWEST HOSE & SPECIALTY, INC.	(B) Parks Maintenance - Misc. materials/supplies	8/9/2023	96919	122.84
		06050740 - 51250 -	Misc. Materials & Supplies			
240940	1486	TERRYS TRAILERS, INC	Trailer repair	8/10/2023	96924	192.92
		06050740 - 52255 -	Minor Equip Maint/Lease			
240864	1486	TERRYS TRAILERS, INC	Ball and hitch for new truck	8/10/2023	96925	373.32
		06050740 - 51250 -	Misc. Materials & Supplies			
240011	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maintenance materials/supplies	8/10/2023	96932	7.16
		06050740 - 51250 -	Misc. Materials & Supplies			
240011	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maintenance materials/supplies	8/10/2023	96934	47.32
		06050740 - 51250 -	Misc. Materials & Supplies			
240011	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maintenance materials/supplies	8/11/2023	96935	90.42
		06050740 - 51250 -	Misc. Materials & Supplies			
240011	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maintenance materials/supplies	8/11/2023	96936	90.42
		06050740 - 51250 -	Misc. Materials & Supplies			
240011	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maintenance materials/supplies	8/11/2023	96937	28.02
		06050740 - 51250 -	Misc. Materials & Supplies			
240011	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maintenance materials/supplies	8/11/2023	96938	36.43
		06050740 - 51250 -	Misc. Materials & Supplies			
240170	189	O'REILLY AUTOMOTIVE INC	(B) Parks Maint. repair parts/supplies	8/10/2023	97022	24.48
		06050740 - 52255 -	Minor Equip Maint/Lease			
240089	3451	BRASSFIELD LANSCAPING, LLC	(B) Landscaping of select City properties	8/12/2023	97072	45.00

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 083123

Department: 074 - Parks & Cemetery Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06050740 - 52505 -	Landscaping			
240089	3451	BRASSFIELD LANSCAPING, LLC	(B) Landscaping of select City properties	8/12/2023	97073	45.00
		06050740 - 52505 -	Landscaping			
240089	3451	BRASSFIELD LANSCAPING, LLC	(B) Landscaping of select City properties	8/12/2023	97074	35.00
		06050740 - 52505 -	Landscaping			
240089	3451	BRASSFIELD LANSCAPING, LLC	(B) Landscaping of select City properties	8/12/2023	97075	35.00
		06050740 - 52505 -	Landscaping			
240089	3451	BRASSFIELD LANSCAPING, LLC	(B) Landscaping of select City properties	8/12/2023	97076	35.00
		06050740 - 52505 -	Landscaping			
240089	3451	BRASSFIELD LANSCAPING, LLC	(B) Landscaping of select City properties	8/12/2023	97077	35.00
		06050740 - 52505 -	Landscaping			
240089	3451	BRASSFIELD LANSCAPING, LLC	(B) Landscaping of select City properties	8/12/2023	97078	35.00
		06050740 - 52505 -	Landscaping			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/12/2023	97085	1,000.00
		06050740 - 52357 -	Mowing			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/12/2023	97086	38.00
		06050740 - 52357 -	Mowing			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/12/2023	97087	34.00
		06050740 - 52357 -	Mowing			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/12/2023	97088	148.00
		06050740 - 52357 -	Mowing			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/12/2023	97089	37.00
		06050740 - 52357 -	Mowing			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/12/2023	97090	64.00
		06050740 - 52357 -	Mowing			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/12/2023	97091	137.00
		06050740 - 52357 -	Mowing			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/12/2023	97093	300.00
		06050740 - 52357 -	Mowing			
240197	724	JONES TIRE, LLC	(B) Parks Maintenance - tire maintenance	8/7/2023	97200	15.00
		06050740 - 52255 -	Minor Equip Maint/Lease			
240011	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maintenance materials/supplies	8/14/2023	97204	32.26
		06050740 - 51250 -	Misc. Materials & Supplies			
240011	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maintenance materials/supplies	8/16/2023	97205	72.54
		06050740 - 51250 -	Misc. Materials & Supplies			

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 083123

Department: 074 - Parks & Cemetery Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241065	1208	NETWORK SERVICES COMPANY 06050740 - 51010 -	(B) Parks Maintenance - Janitorial supplies Janitorial/Custodial Supplies	8/10/2023	97256	178.32
240587	567	OKLAHOMA TRUCK & TRAILER 06050740 - 51250 -	Ramps for new enclosed trailers Misc. Materials & Supplies	7/26/2023	97328	600.00
241139	2098	LANCE LEDBETTER, OD 06050740 - 51020 -	Safety eyewear for Paul Lunsford Safety Supplies	8/28/2023	97448	400.00
240228	3723	S&S STAFFING, LLC 06050740 - 52350 -	(B)Parks Maintenance temp staffing 7/1/23-6/30/24 Temporary Labor	8/21/2023	97469	1,041.04
Department Total :						5,947.67

Department: 075 - Moore Recreation Center

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240361	2380	CINTAS CORPORATION #2 06050750 - 52355 -	(B) Parks & Rec - Contract uniform cleaning Contract Services	8/9/2023	96805	164.03
240361	2380	CINTAS CORPORATION #2 06050750 - 52355 -	(B) Parks & Rec - Contract uniform cleaning Contract Services	8/9/2023	96808	80.09
240010	3373	OKLAHOMA FITNESS REPAIR 06050750 - 52255 -	(B) The Station - Fitness equipment repair Minor Equip Maint/Lease	8/9/2023	96821	156.82
240369	1208	NETWORK SERVICES COMPANY 06050750 - 51010 -	(B) The Station - Ron's custodial supplies Janitorial/Custodial Supplies	8/9/2023	96824	302.10
240369	1208	NETWORK SERVICES COMPANY 06050750 - 51010 -	(B) The Station - Ron's custodial supplies Janitorial/Custodial Supplies	8/8/2023	96825	1,893.59
240153	554	BARTON BOLT & SUPPLY, LLC 06050750 - 51250 -	(B) Parks Maint. - screws, nuts, bolts, etc. Misc. Materials & Supplies	8/10/2023	96930	24.18
240119	2355	ABSOLUTE DATA SHREDDING 06050750 - 52355 -	SHREDDING SERVICES Contract Services	7/31/2023	97299	10.50
241112	2045	SHERRI R KING 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97385	350.00
241111	2033	IRINA S CHEVIS 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97389	100.00
241113	2046	ROBERT L SUMMERS 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97390	275.00
241114	2053	COURTNEY AINSWORTH 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97391	500.00
241116	2140	HRISTINA MILCHEVA BROWN 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97392	25.00
241120	2865	GRACIELA LOPEZ-HERNANDEZ 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97393	50.00
241118	2415	DANNA C FOWBLE 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97394	25.00

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 083123

Department: 075 - Moore Recreation Center

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241117	2207	BERRY, TAMARA R 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97395	75.00
241119	2673	NATALLIA POTTER BUCHANKOVA 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97396	100.00
241121	2963	SHERRI L EDGE 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97397	50.00
241124	3892	KRISTI AILEEN WALKER 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97400	100.00
241125	3978	IRMA LETICIA ARAGON 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97401	125.00
241122	3406	MISTY ANN KROUPA 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97403	25.00
240088	3179	SHAWN CLARK 06050750 - 52355 -	(B) Parks & Rec Athletic Liaison services Contract Services	8/26/2023	97462	165.60
241161	3979	JOSIE GARRARD 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97568	50.00
241162	2057	PATRICIA HARTSOOK 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97570	75.00
241163	3642	JENNA E SEELEY 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97571	50.00
241164	2404	KAZUMI SMITH 06050750 - 52590 -	Group Ex Instructor 8.26.23 Program Instructors	8/26/2023	97572	325.00

Department Total : 5,096.91

Department: 076 - Aquatic Park

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240086	2826	EAGLE ONE PIZZA 06050760 - 51275 -	(B) Aquatics Concessions - Pizza for resale Items Purchased for Resale	8/7/2023	96715	104.00
240086	2826	EAGLE ONE PIZZA 06050760 - 51275 -	(B) Aquatics Concessions - Pizza for resale Items Purchased for Resale	8/8/2023	96716	104.00
240086	2826	EAGLE ONE PIZZA 06050760 - 51275 -	(B) Aquatics Concessions - Pizza for resale Items Purchased for Resale	8/9/2023	96814	104.00
240325	949	SHOWTIME CONCESSION SUPPLY, INC 06050760 - 51275 -	(B) Concessions Resale - Aquatics Side Items Purchased for Resale	8/9/2023	96822	365.70
240507	1705	SAMS CLUB DIRECT 06050760 - 51275 -	(B) Concessions resale - Aquatics side Items Purchased for Resale	8/8/2023	96855	1,126.90
240507	1705	SAMS CLUB DIRECT 06050760 - 51275 -	(B) Concessions resale - Aquatics side Items Purchased for Resale	8/10/2023	96856	190.56
240904	1705	SAMS CLUB DIRECT 06050760 - 51275 -	(B) Concessions resale - Aquatics side Items Purchased for Resale	8/14/2023	96909	342.64

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 083123

Department: 076 - Aquatic Park

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240086	2826	EAGLE ONE PIZZA	(B) Aquatics Concessions - Pizza for resale	8/12/2023	96914	104.00
		06050760 - 51275 -	Items Purchased for Resale			
241066	1208	NETWORK SERVICES COMPANY	The Station Aquatics - Supplies for smoothies	8/11/2023	97255	188.51
		06050760 - 51275 -	Items Purchased for Resale			
Department Total :						2,630.31

Department: 077 - Library

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240200	1727	OKLAHOMA NATURAL GAS	NATURAL GAS, COMBINED	8/23/2023	97465	182.57
		06050770 - 52105 -	Natural Gas			
Department Total :						182.57

Department: 080 - Community Development/Planning

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240894	2885	GARVER, LLC	Engineering consulting	8/7/2023	96741	3,559.50
		06060800 - 52360 -	Professional Services			
240795	1222	BOSS PRINT DESIGN, INC	Business Cards	8/9/2023	96968	32.00
		06060800 - 52000 -	Printing & Publications			
Department Total :						3,591.50

Department: 081 - Inspections

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240796	1222	BOSS PRINT DESIGN, INC	Business Cards & Dept signs	8/9/2023	96967	289.00
		06060810 - 52000 -	Printing & Publications			
Department Total :						289.00

Department: 082 - Code Enforcement

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/11/2023	97057	180.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/11/2023	97140	180.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/11/2023	97141	100.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/11/2023	97142	140.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/11/2023	97143	100.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/3/2023	97144	100.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/3/2023	97145	100.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/2/2023	97146	100.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/11/2023	97147	100.00
		06060820 - 52355 -	Contract Services			

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 083123

Department: 082 - Code Enforcement

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/11/2023	97148	160.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/11/2023	97149	100.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/2/2023	97150	180.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/2/2023	97151	140.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/2/2023	97152	140.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/1/2023	97153	140.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/1/2023	97154	140.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/1/2023	97155	160.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/1/2023	97156	160.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/1/2023	97157	245.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/1/2023	97158	120.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/1/2023	97159	140.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/1/2023	97160	100.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/1/2023	97161	140.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/1/2023	97162	140.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/1/2023	97163	100.00
		06060820 - 52355 -	Contract Services			
240402	3468	FRANCISCO ALEJO MARCOS	Abatements	8/1/2023	97164	100.00
		06060820 - 52355 -	Contract Services			

Department Total :	3,505.00
Fund Total :	182,775.18

Moore, OK Purchase Order Claim Register



Fund: 08 - Special Revenue Fund

Check Run : 083123

Department: 218 - Hotel/Motel Tax

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
234408	3601	FARRIS D SMITH 08052180 - 53000 -	(B) Painting dumpsters for parks Equipment	8/24/2023	97339	900.00

Department Total : 900.00

Department: 220 - Transportation Impact Fees

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
234437	3516	TEIM DESIGN GROUP, PLLC 08032200 - 55425 -	NW 27TH STREET AND SHIELDS BLVD INTERSECTION Transportation Impact Projects	8/8/2023	97132	42,270.30

Department Total : 42,270.30

Department: 235 - American Rescue Plan Act

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
234255	397	NAFECO, INC. 08012350 - 57005 -	Ball Valve & Couplings American Rescue Plan Act	8/2/2023	97253	329.54
231539	2950	DANA SAFETY SUPPLY 08012350 - 57005 -	equipment install, equip.for install, equip. MPD American Rescue Plan Act	6/28/2023	97569	27,145.29
231539	2950	DANA SAFETY SUPPLY 08012350 - 57005 -	equipment install, equip.for install, equip. MPD American Rescue Plan Act	6/28/2023	97573	8,302.68
231539	2950	DANA SAFETY SUPPLY 08012350 - 57005 -	equipment install, equip.for install, equip. MPD American Rescue Plan Act	7/31/2023	97574	9,038.43
231539	2950	DANA SAFETY SUPPLY 08012350 - 57005 -	equipment install, equip.for install, equip. MPD American Rescue Plan Act	8/5/2023	97575	2,767.56

Department Total : 47,583.50

Fund Total : 90,753.80

Moore, OK Purchase Order Claim Register



Fund: 10 - Urban Renewal Authority

Check Run : 083123

Department: 000 - Undesignated

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240936	1102	CENTER FOR ECONOMIC DEVELOPMENT LAW 10 - 53225 -	LEGAL SERVICES CLEVELAND HEIGHTS - MPS Cleveland Heights	8/10/2023	96863	2,406.00
240935	1102	CENTER FOR ECONOMIC DEVELOPMENT LAW 10 - 53225 -	LEGAL SERVICES THRU 06/30/2023 CLEVELAND HEIGHTS Cleveland Heights	8/10/2023	96864	5,407.35
Department Total :						7,813.35
Fund Total :						7,813.35

Moore, OK Purchase Order Claim Register



Fund: 12 - 1/2 Cent Sales Tax

Check Run : 083123

Department: 580 - Public Safety Equipment

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240111	24	CASCO INDUSTRIES, INC. 12025800 - 53000 -	Structure Boots for Recruits 23-1 Equipment	8/8/2023	96665	2,982.00
240778	79	MTM RECOGNITION CORPORATION 12025800 - 53000 -	Locker Nameplates Recruits 23-1 Equipment	8/3/2023	97063	216.00
230605	56	GALL'S, INC. 12025800 - 53000 -	Badges Equipment	8/4/2023	97398	205.99
234699	56	GALL'S, INC. 12025800 - 53000 -	Hats - new recruits Equipment	8/14/2023	97408	282.20
240923	448	SPECIAL OPS UNIFORMS 12025800 - 53000 -	Babbitt 3 pants, LS shirts, SS shirts Equipment	8/29/2023	97523	269.97

Department Total :	3,956.16
Fund Total :	3,956.16

**CLAIMS FOR RATIFICATION
Fiscal Year 2023-2024
DISTRIBUTION SEPTEMBER 7, 2023
COUNCIL MEETING SEPTEMBER 18, 2023**

CITY OF MOORE

GO Street Bonds	(04)	\$	13,504.89
General Fund	(06)	\$	175,194.40
Special Revenue Fund	(08)	\$	16,329.99
Public Safety/Streets Sales Tax	(12)	\$	246.79
CDBG - DR	(15)	\$	700.00
	Fund Total	\$	<u>205,976.07</u>

MOORE PUBLIC WORKS AUTHORITY

Moore Risk Management	(02)	\$	7,939.40
Moore Public Works	(05)	\$	113,776.59
	Fund Total	\$	<u>121,715.99</u>

ALL FUNDS GRAND TOTAL **\$ 327,692.06**

CLAIMS FOR RATIFICATION

MOORE CITY COUNCIL

COUNCIL MEETING SEPTEMBER 18, 2023

Moore City Council
General Fund 2023-2024
Vendor & Employee Claims

Moore, OK Purchase Order Claim Register



Fund: 04 - Street Bond Improvements

Check Run : 090723

Department: 531 - 2019 GO Street/Drainage

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
200719	2885	GARVER, LLC	CC APPROVED 8-5-19- ENGR SERVICES	8/18/2023	97702	13,504.89
		04035310 - 54315 - 12005	Engineering			
Department Total :						13,504.89
Fund Total :						13,504.89

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 090723

Department: 006 - Parks/Recreation/Aquatics

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
	1	ONE TIME PAY VENDOR	Station Rental Deposit Permit R11685 EPacheco	8/30/2023	97645	50.00
		06050060 - 46420 -	The Station Room Rentals			
	1	ONE TIME PAY VENDOR	2023 Fall Adult Volleyball League Refund EWilson	9/1/2023	97688	225.00
		06050060 - 46315 -	Co-Ed Volleyball League			
Department Total :						275.00

Department: 035 - General Government

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240374	3706	PIERCE COUCH HENDRICKSON BAYSINGER & GREEN, LLP	501354 IN RE CITY OF MOORE (MANNING)	8/15/2023	97096	405.00
		06010350 - 52370 - 15435	Legal Expense			
240374	3706	PIERCE COUCH HENDRICKSON BAYSINGER & GREEN, LLP	121389 THOMPSON V. CITY OF MOORE	8/15/2023	97097	202.60
		06010350 - 52370 - 15440	Legal Expense			
240374	3706	PIERCE COUCH HENDRICKSON BAYSINGER & GREEN, LLP	121414 GILLELAND V. CITY OF MOORE	8/15/2023	97098	4,268.30
		06010350 - 52370 - 15445	Legal Expense			
241023	92	NORMAN TRANSCRIPT	ORDINANCE #58 (23) PUBLICATION	8/15/2023	97105	221.70
		06010350 - 52000 -	Printing & Publications			
241020	1135	ADMIRAL EXPRESS, INC	COPY PAPER FOR CITY HALL	8/18/2023	97126	303.92
		06010350 - 51000 -	General Office Supplies			
240451	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	8/23/2023	97421	59.71
		06010350 - 52100 -	Electricity			
241137	92	NORMAN TRANSCRIPT	ORDINANCE 15(23) PUBLICATION	8/18/2023	97524	10.95
		06010350 - 52000 -	Printing & Publications			
240119	2355	ABSOLUTE DATA SHREDDING	SHREDDING SERVICES	8/31/2023	97634	84.00
		06010350 - 52360 -	Professional Services			
240421	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	8/31/2023	97642	499.98
		06010350 - 51075 -	Fuel			
241226	1705	SAMS CLUB DIRECT	2 MEMBERSHIPS ANNUAL DUES	5/23/2023	97785	90.00
		06010350 - 52005 -	Dues, Mbrshps, Mtgs & Training			
Department Total :						6,146.16

Department: 044 - Information Technology

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240838	730	COX COMMUNICATIONS, INC	Cox service July-December	8/30/2023	97707	342.38
		06010440 - 52135 -	Internet Expense			
240671	944	CELLCO PARTNERSHIP	Verizon bill for July-December 2023	8/15/2023	97716	13,405.24
		06010440 - 52130 -	Wireless Tech Licenses			
241212	422	CHICKASAW TELECOM, INC.	Blanket PO for phone repairs	8/30/2023	97718	185.00
		06010440 - 52110 -	Telephone			
Department Total :						13,932.62

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund **Check Run : 090723**

Department: 046 - Public Affairs

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240169	834	DOTMAN GRAPHIC DESIGN INC	Web development from July 1st to June 30th, 2024	9/1/2023	97635	1,400.00
		06010460 - 52150 -	Web Site Development & Mainten			
Department Total :						1,400.00

Department: 050 - Municipal Court

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240014	780	TYLER TECHNOLOGIES, INC	MONTHLY FEES TO SUPPORT AND HOST WEB SITE COURT	8/1/2023	96646	125.00
		06020500 - 52480 -	Online Payment Site Fees			
240989	3031	INFORMATION AND TRAINING INTERNATIONAL LLC	Spanish Interpreter for Court	8/15/2023	97024	141.22
		06020500 - 52360 -	Professional Services			
240119	2355	ABSOLUTE DATA SHREDDING	SHREDDING SERVICES	8/31/2023	97634	84.00
		06020500 - 52360 -	Professional Services			
Department Total :						350.22

Department: 051 - Police

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241152	448	SPECIAL OPS UNIFORMS	Uniforms Hughes, Dean, Lewis, Schettler	8/30/2023	97606	335.96
		06020510 - 51225 -	Uniform Acquisition/Rental			
241185	1069	KYLE JOHNSON	TUITION REIMBURSEMENT FOR KYLE JOHNSON	8/30/2023	97621	697.50
		06020510 - 52007 -	Tuition Reimbursement			
240119	2355	ABSOLUTE DATA SHREDDING	SHREDDING SERVICES	8/31/2023	97634	42.00
		06020510 - 52360 -	Professional Services			
240828	4004	INTERNATIONAL HOMICIDE INVESTIGATORS ASSOCIATION	Child/Infant Death Inv. Course Ryan Minard	8/23/2023	97638	435.00
		06020510 - 52006 -	Training			
240826	3955	RYAN MINARD	Ryan Minard Per Diem New Orleans LA 9/18	8/30/2023	97639	407.00
		06020510 - 52006 -	Training			
240421	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	8/31/2023	97642	26,938.67
		06020510 - 51075 -	Fuel			
241199	1363	PR FITNESS EQUIPMENT INC	2023/24 Yearly maintenance	9/1/2023	97705	315.00
		06020510 - 52260 -	Building Maintenance/Repair			
241192	3233	TODD R GIBSON	Reimbursement trng. trip CO Todd Gibson	8/31/2023	97710	568.51
		06020510 - 52006 -	Training			
240821	760	STROMSKI, KEVIN	PER DIEM KEVIN STROMSKI PLANO TX 9/17	8/3/2023	97711	352.00
		06020510 - 52006 -	Training			
240886	4007	CODY GARBANI	Per diem Cody Garbani Plano TX EFC Ins. Cert.	8/3/2023	97712	352.00
		06020510 - 52006 -	Training			
240738	3927	JANA HARROLD	PER DIEM J.HARROLD 9/17-9/22/23 WOLE DALLAS TX	9/1/2023	97713	288.00
		06020510 - 52006 -	Training			

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 090723

Department: 051 - Police

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240739	3928	LANAE FISHBOUGH	PER DIEM L.FISHBOUGH 9/17-9/22 WOLE CONF.DALLAS	9/1/2023	97714	288.00
		06020510 - 52006 -	Training			
241208	610	SCROGGINS ANIMAL HOSPITAL LLC	J/D Canine Staff VIP dog food - Sjaak	9/1/2023	97724	60.92
		06020510 - 52315 -	K-9 Expense			
241209	3683	GUARDIAN ALLIANCE TECHNOLOGIES, INC.	4 applicant platform-4 social media screenings	8/31/2023	97725	360.00
		06020510 - 52008 -	Recruitment			
241214	3955	RYAN MINARD	Ryan Minard 23/24 clothing allowance	9/5/2023	97726	400.00
		06020510 - 51225 -	Uniform Acquisition/Rental			
241213	3873	HIGHWAY INTERDICTION TRAINING SPECIALISTS, INC.	Training - Sanders (PO 240471 wrong vendor)	7/10/2023	97727	350.00
		06020510 - 52006 -	Training			
241150	3164	AMAZON.COM SALES, INC.	100 pcs. label holders	8/30/2023	97753	11.99
		06020510 - 51000 -	General Office Supplies			

Department Total : 32,202.55

Department: 052 - Communications/Dispatch

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241176	38	DEPT OF PUBLIC SAFETY	OLETS July 2023	8/15/2023	97607	1,720.00
		06020520 - 52205 -	Other Rentals & Fees			
234549	3204	MEDICAL PRIORITY CONSULTANTS, INC.	EMD Cert. & software trng Dispatcher Christensen	8/31/2023	97636	365.00
		06020520 - 52006 -	Training			
241193	3446	J GRIFFIN CONSULTING LLC	Polygraph app. Crystal Penner INV. 020	8/30/2023	97637	175.00
		06020520 - 52360 -	Professional Services			
234549	3204	MEDICAL PRIORITY CONSULTANTS, INC.	EMD Cert. & software trng Dispatcher Christensen	9/5/2023	97749	149.00
		06020520 - 52006 -	Training			
240992	402	CENTER FOR AMERICAN	Civilian Leadership level 3 Foss/Mckenzie 10/23	8/28/2023	97750	1,200.00
		06020520 - 52006 -	Training			
240993	402	CENTER FOR AMERICAN	Civilian Leadership level 2 Foss/Mckenzie 9/11	8/28/2023	97751	690.00
		06020520 - 52006 -	Training			
240991	3204	MEDICAL PRIORITY CONSULTANTS, INC.	EFT Certification Test Christensen	8/31/2023	97752	365.00
		06020520 - 52006 -	Training			

Department Total : 4,664.00

Department: 053 - Emergency Management

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240941	3164	AMAZON.COM SALES, INC.	HDMI SWITCH 3 IN 1	8/14/2023	97015	15.19
		06020530 - 52545 -	Misc Services & Charges			
240421	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	8/31/2023	97642	646.08
		06020530 - 51075 -	Fuel			

Department Total : 661.27

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 090723

Department: 054 - Fire

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240400	2380	CINTAS CORPORATION #2 06020540 - 52250 -	Uniform Cleaning and Pant Rental Uniform Cleaning & Repair	8/14/2023	96931	335.54
240980	71	LOCKE SUPPLY, INC. 06020540 - 51150 -	Water Meter Keys Minor Equipment	8/15/2023	97017	46.18
240832	1088	COPS PRODUCTS, LLC 06020540 - 51225 -	White Shirts / Crain Uniform Acquisition/Rental	8/14/2023	97034	512.92
240589	1755	HOME DEPOT CREDIT SERVICES 06020540 - 51250 -	Misc Supplies for MFD (Home Depot) Misc. Materials & Supplies	8/16/2023	97049	19.98
234316	2802	MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS 06020540 - 51060 -	Medical Supplies for MFD (McKesson) Medical Supplies	8/14/2023	97187	312.76
240974	49	FIRE MARSHALL ASSOC OF OK 06020540 - 52006 -	Registration for FMAO 2023 Conference Training	8/29/2023	97493	300.00
240120	3164	AMAZON.COM SALES, INC. 06020540 - 51250 -	Various Items for MFD (Amazon) Misc. Materials & Supplies	8/6/2023	97567	70.77
240869	3164	AMAZON.COM SALES, INC. 06020540 - 52255 -	FIRE LITE MMF -301 MINI MONITOR MODULE Minor Equip Maint/Lease	8/7/2023	97616	124.00
240421	1872	WRIGHT EXPRESS FSC 06020540 - 51075 -	CITY WIDE FUEL USAGE Fuel	8/31/2023	97642	7,142.88
Department Total :						8,865.03

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240347	2380	CINTAS CORPORATION #2 06040640 - 52355 -	CONTRACT FY2023/2024 FOR UNIFORM CLEANING, MATS Contract Services	8/16/2023	97051	163.98
240347	2380	CINTAS CORPORATION #2 06040640 - 52355 -	CONTRACT FY2023/2024 FOR UNIFORM CLEANING, MATS Contract Services	8/16/2023	97052	161.95
240883	3164	AMAZON.COM SALES, INC. 06040640 - 51000 -	FLEXISPOT 35in Standing Desk Converter Height General Office Supplies	8/14/2023	97112	149.98
240610	61	GRAINGER, W W, INC 06040640 - 51070 -	MATERIALS, PARTS AND SUPPLIES ECT. Parts	8/14/2023	97201	649.96
240586	154	TRAFFIC SIGNALS INC. 06040640 - 52354 -	TRAFFIC SIGNAL/SCHOOL ZONE LIGHT REPAIRS ET Outsource Labor	8/16/2023	97202	850.00
240586	154	TRAFFIC SIGNALS INC. 06040640 - 52354 -	TRAFFIC SIGNAL/SCHOOL ZONE LIGHT REPAIRS ET Outsource Labor	8/15/2023	97203	850.00
240451	103	OKLAHOMA GAS & ELECTRIC 06040640 - 52100 -	ELECTRICITY Electricity	8/22/2023	97306	99.56
240586	154	TRAFFIC SIGNALS INC. 06040640 - 52354 -	TRAFFIC SIGNAL/SCHOOL ZONE LIGHT REPAIRS ET Outsource Labor	8/18/2023	97310	378.00

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 090723

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240139	724	JONES TIRE, LLC	REPAIRS FOR TRAILERS WHEELS ETC	8/14/2023	97311	10.00
		06040640 - 52354 -	Outsource Labor			
240126	72	LOWE'S BUSINESS ACCOUNT	SUPPLIES FOR STREET WORK	8/17/2023	97315	34.44
		06040640 - 51105 -	Street Materials			
240126	72	LOWE'S BUSINESS ACCOUNT	SUPPLIES FOR STREET WORK	8/15/2023	97387	43.44
		06040640 - 51105 -	Street Materials			
240133	394	METRO TURF	PARTS FOR MOWERS	8/15/2023	97414	1,671.02
		06040640 - 51070 -	Parts			
240128	189	O'REILLY AUTOMOTIVE INC	SUPPLIES FOR STREET DEPARTMENT EQUIPMENT ETC	8/14/2023	97416	17.49
		06040640 - 51105 -	Street Materials			
240451	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	8/23/2023	97421	193.02
		06040640 - 52100 -	Electricity			
241107	3047	365 WORX, INC	TEMP SERVICE PUBLIC WORKS STREET DEPARTMENT	8/18/2023	97467	1,674.40
		06040640 - 52350 -	Temporary Labor			
240847	4005	BASIN ENVIRONMENTAL & SAFETY TECHNOLOGIES LLC	Phase I Environmental Report	8/14/2023	97481	2,200.00
		06040640 - 52355 -	Contract Services			
240504	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/19/2023	97491	420.00
		06040640 - 52357 -	Mowing			
240504	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/19/2023	97492	735.00
		06040640 - 52357 -	Mowing			
240504	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/19/2023	97494	420.00
		06040640 - 52357 -	Mowing			
240504	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/19/2023	97495	630.00
		06040640 - 52357 -	Mowing			
240504	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/19/2023	97496	1,500.00
		06040640 - 52357 -	Mowing			
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/19/2023	97525	680.00
		06040640 - 52357 -	Mowing			
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/19/2023	97526	800.00
		06040640 - 52357 -	Mowing			
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/19/2023	97527	785.00
		06040640 - 52357 -	Mowing			
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/19/2023	97528	630.00
		06040640 - 52357 -	Mowing			
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	8/19/2023	97529	800.00
		06040640 - 52357 -	Mowing			

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 090723

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/19/2023	97530	280.00
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/18/2023	97531	560.00
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/19/2023	97532	300.00
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/19/2023	97533	231.00
241144	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	8/19/2023	97534	609.00
240451	103	OKLAHOMA GAS & ELECTRIC 06040640 - 52100 -	ELECTRICITY Electricity	8/25/2023	97611	223.68
240119	2355	ABSOLUTE DATA SHREDDING 06040640 - 52355 -	SHREDDING SERVICES Contract Services	8/31/2023	97634	10.50
240421	1872	WRIGHT EXPRESS FSC 06040640 - 51075 -	CITY WIDE FUEL USAGE Fuel	8/31/2023	97642	4,926.92
240425	3191	DENNIS A BOTHELL 06040640 - 52360 -	PROFESSIONAL SERVICE AGREEMENT DENNIS BOTHELL Professional Services	9/1/2023	97690	1,161.00

Department Total : 24,849.34

Department: 065 - Animal Welfare

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240575	448	SPECIAL OPS UNIFORMS 06040650 - 51225 -	work pants for ACO's Uniform Acquisition/Rental	8/15/2023	96991	245.97
240575	448	SPECIAL OPS UNIFORMS 06040650 - 51225 -	work pants for ACO's Uniform Acquisition/Rental	8/15/2023	96992	81.99
240243	3240	LSBW, LLC 06040650 - 52390 -	Animal Vet services Veterinarian Services	8/14/2023	97006	200.50
240243	3240	LSBW, LLC 06040650 - 52390 -	Animal Vet services Veterinarian Services	8/15/2023	97007	431.00
240243	3240	LSBW, LLC 06040650 - 52390 -	Animal Vet services Veterinarian Services	8/17/2023	97226	61.50
240243	3240	LSBW, LLC 06040650 - 52390 -	Animal Vet services Veterinarian Services	8/16/2023	97227	234.00
240421	1872	WRIGHT EXPRESS FSC 06040650 - 51075 -	CITY WIDE FUEL USAGE Fuel	8/31/2023	97642	1,419.30
240242	3047	365 WORX, INC 06040650 - 52350 -	Temp services (Rita Rizzo) Temporary Labor	9/1/2023	97692	652.08

Department Total : 3,326.34

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 090723

Department: 068 - Fleet Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/14/2023	96848	118.70
240023	2025	M & N DEALERSHIPS XII LLC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/14/2023	96849	129.42
240948	3845	WILLIAMS SCOTSMAN, INC 06040680 - 52355 -	STORAGE CONTAINER RENTAL Contract Services	8/13/2023	96865	121.20
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/14/2023	96907	511.61
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/14/2023	96976	211.61
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/15/2023	96977	63.99
240717	1346	WINGFOOT COMMERCIAL TIRE SYSTEMS, LLC 06040680 - 51070 -	RECAP TIRES FOR SANITATION TRUCKS Parts	8/15/2023	96979	419.60
240232	554	BARTON BOLT & SUPPLY, LLC 06040680 - 51070 -	Nuts, bolts, washers et al Parts	8/16/2023	97059	14.81
240676	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/17/2023	97060	725.00
241001	724	JONES TIRE, LLC 06040680 - 52354 -	REPAIRS, MOUNTS, BALANCES, ETC. Outsource Labor	8/14/2023	97065	50.00
240023	2025	M & N DEALERSHIPS XII LLC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/15/2023	97066	21.12
240949	3845	WILLIAMS SCOTSMAN, INC 06040680 - 51150 -	40' STANDARD TRI CAM STORAGE CONTAINER Minor Equipment	8/16/2023	97068	4,100.00
240023	2025	M & N DEALERSHIPS XII LLC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/17/2023	97100	140.00
240021	1313	CENTRAL OKLAHOMA HOSE, INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/17/2023	97101	315.96
240105	3720	GERARDO ESTRADA 06040680 - 52354 -	TIRE REPAIRS AND CHANGE OUTS ON SANITATION VEHICL Outsource Labor	8/17/2023	97104	100.00
240024	2025	M & N DEALERSHIPS XII LLC 06040680 - 52354 -	REPAIRS FOR CITY VEHICLES Outsource Labor	8/17/2023	97109	234.85
240101	1751	EXPRESS OIL CHANGE 06040680 - 52354 -	OIL CHANGES FOR CITY VEHICLES Outsource Labor	8/17/2023	97111	34.99
240717	1346	WINGFOOT COMMERCIAL TIRE SYSTEMS, LLC 06040680 - 51070 -	RECAP TIRES FOR SANITATION TRUCKS Parts	8/18/2023	97128	596.46
241032	1346	WINGFOOT COMMERCIAL TIRE SYSTEMS, LLC 06040680 - 51070 -	TIRES FOR SANITATION TRUCKS Parts	8/18/2023	97129	4,848.00
241016	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/18/2023	97134	16.47

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Fund: 06 - General Fund

Check Run : 090723

Department: 068 - Fleet Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241016	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/15/2023	97135	298.41
241016	189	O'REILLY AUTOMOTIVE INC 06040680 - 51070 -	PARTS FOR CITY VEHICLES Parts	8/15/2023	97136	-298.41
241001	724	JONES TIRE, LLC 06040680 - 52354 -	REPAIRS, MOUNTS, BALANCES, ETC. Outsource Labor	8/18/2023	97139	15.00
240101	1751	EXPRESS OIL CHANGE 06040680 - 52354 -	OIL CHANGES FOR CITY VEHICLES Outsource Labor	8/19/2023	97177	34.99
241061	3845	WILLIAMS SCOTSMAN, INC 06040680 - 52355 -	LAST RENTAL PAYMENT ON STORAGE CONTAIN. WE BOUGHT Contract Services	8/19/2023	97235	67.98
240421	1872	WRIGHT EXPRESS FSC 06040680 - 51075 -	CITY WIDE FUEL USAGE Fuel	8/31/2023	97642	846.95

Department Total : 13,738.71

Department: 069 - Building Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240945	276	VOSS LIGHTING 06040690 - 51070 -	LIGHTING SUPPLIES FOR BUILDING MAINTENANCE Parts	8/17/2023	97197	90.00
240945	276	VOSS LIGHTING 06040690 - 51070 -	LIGHTING SUPPLIES FOR BUILDING MAINTENANCE Parts	8/17/2023	97199	90.00
240214	72	LOWE'S BUSINESS ACCOUNT 06040690 - 51100 -	MATERIALS AND SUPPLIES ET AL Building Materials	8/15/2023	97383	10.43
240421	1872	WRIGHT EXPRESS FSC 06040690 - 51075 -	CITY WIDE FUEL USAGE Fuel	8/31/2023	97642	720.41

Department Total : 910.84

Department: 070 - Parks & Recreation Admin

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240027	3164	AMAZON.COM SALES, INC. 06050700 - 52515 -	(B) The Station - Special Event supplies Special Events	8/17/2023	97214	822.38
240451	103	OKLAHOMA GAS & ELECTRIC 06050700 - 52100 -	ELECTRICITY Electricity	8/23/2023	97421	86.19
232855	3506	LAUD STUDIO, LLC 06050700 - 52360 -	Parks & Rec - Moore Mayor's Memorial Professional Services	2/28/2023	97651	1,250.00

Department Total : 2,158.57

Department: 071 - Senior Citizen Service

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240150	3139	DANIELLE G. MITCHELL 06050710 - 52590 -	Contract Instructor Chair Yoga Program Instructors	9/2/2023	97640	50.00
240151	3571	RICHARD GONZALEZ	Contract Services Bus Driver	9/2/2023	97672	510.00

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 090723

Department: 071 - Senior Citizen Service

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06050710 - 52355 -	Contract Services			
Department Total :						560.00

Department: 073 - Parks & Recreation Activities

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241130	1073	KIDSHINE, LLC	The Station - June & July Science Camp	8/14/2023	97454	2,475.00
		06050730 - 52585 -	Recreation Classes			
241130	1073	KIDSHINE, LLC	The Station - June & July Science Camp	8/14/2023	97456	1,188.00
		06050730 - 52585 -	Recreation Classes			
241184	1133	EXTREME ANIMALS, INC	The Station-June & July 2023 Extreme Animals Camp	6/19/2023	97655	2,400.00
		06050730 - 52585 -	Recreation Classes			
241184	1133	EXTREME ANIMALS, INC	The Station-June & July 2023 Extreme Animals Camp	7/24/2023	97656	2,400.00
		06050730 - 52585 -	Recreation Classes			
241210	4028	CARANDA THIESSEN	Cookie Class 9-2-23	9/5/2023	97719	850.00
		06050730 - 52590 -	Program Instructors			
240055	3531	DERRICK DUNBAR	(B) Men's B-ball/Coed Volleyball officials fees	9/6/2023	97768	557.00
		06050730 - 52575 -	Sports Officials			
Department Total :						9,870.00

Department: 074 - Parks & Cemetery Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240966	792	WESTLAKE ACE HARDWARE, INC	201 Pad locks for outdoor outlets at Central Park	8/16/2023	97215	75.60
		06050740 - 51250 -	Misc. Materials & Supplies			
240889	344	P & K EQUIPMENT, INC	John Deere zero turn mower repair parts	8/16/2023	97217	1,342.64
		06050740 - 52255 -	Minor Equip Maint/Lease			
240994	236	QUICK SERVICE STEEL	Steel panels to repair Skate Park ramps	8/16/2023	97219	282.96
		06050740 - 51250 -	Misc. Materials & Supplies			
240107	3408	TUS NUA LAWN AND LANDSCAPE, LLC	(B) Mowing of select City properties	8/19/2023	97284	940.00
		06050740 - 52357 -	Mowing			
240107	3408	TUS NUA LAWN AND LANDSCAPE, LLC	(B) Mowing of select City properties	8/19/2023	97285	2,200.00
		06050740 - 52357 -	Mowing			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/19/2023	97301	1,850.00
		06050740 - 52357 -	Mowing			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/19/2023	97302	198.00
		06050740 - 52357 -	Mowing			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/19/2023	97303	97.00
		06050740 - 52357 -	Mowing			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/19/2023	97304	50.00
		06050740 - 52357 -	Mowing			

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 090723

Department: 074 - Parks & Cemetery Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06050740 - 52357 -	Mowing			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/19/2023	97305	97.00
		06050740 - 52357 -	Mowing			
240011	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maintenance materials/supplies	8/23/2023	97338	414.06
		06050740 - 51250 -	Misc. Materials & Supplies			
240089	3451	BRASSFIELD LANSCAPING, LLC	(B) Landscaping of select City properties	8/19/2023	97340	35.00
		06050740 - 52505 -	Landscaping			
240011	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maintenance materials/supplies	8/24/2023	97422	28.92
		06050740 - 51250 -	Misc. Materials & Supplies			
240158	1755	HOME DEPOT CREDIT SERVICES	(B) Parks Maintenance - Materials, supplies	8/25/2023	97464	63.36
		06050740 - 51250 -	Misc. Materials & Supplies			
240108	3451	BRASSFIELD LANSCAPING, LLC	(B) Parks & Rec- Mowing of select City properties	8/19/2023	97591	118.00
		06050740 - 52357 -	Mowing			
240421	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	8/31/2023	97642	4,977.52
		06050740 - 51075 -	Fuel			
240774	2356	OKLAHOMA TURNPIKE AUTHORITY	(B) Parks Maint. - Turnpike fees	8/19/2023	97657	3.95
		06050740 - 52005 -	Dues, Mbrshps, Mtgs & Training			
241123	3559	GREG BRYANT ENTERPRISES INC.	Scoreboard Repairs at Softball	4/1/2023	97660	292.06
		06050740 - 52255 -	Minor Equip Maint/Lease			
240228	3723	S&S STAFFING, LLC	(B)Parks Maintenance temp staffing 7/1/23-6/30/24	8/28/2023	97661	1,487.20
		06050740 - 52350 -	Temporary Labor			
240473	726	EUREKA WATER COMPANY	(B) Monthly water refills for Park Maintenance	8/11/2023	97736	29.80
		06050740 - 51250 -	Misc. Materials & Supplies			
232670	3506	LAUD STUDIO, LLC	Scope of Work contract - Phillips 66 Park	7/31/2023	97745	97.50
		06050740 - 52360 -	Professional Services			
241220	4030	NORMAN VISION CLINIC, PLLC	Paul Lunsford safety glasses	8/28/2023	97764	400.00
		06050740 - 51020 -	Safety Supplies			
Department Total :						15,080.57

Department: 075 - Moore Recreation Center

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240900	3164	AMAZON.COM SALES, INC.	The Station- Supplies for birthday party packages	8/13/2023	96923	1,208.35
		06050750 - 51250 -	Misc. Materials & Supplies			
240308	2751	HEALTHCAREEXPRESS	MONTHLY PRE-EMPLOYMENT/RANDOM DRUG TESTING	8/15/2023	97050	90.00
		06050750 - 52360 -	Professional Services			
240259	2826	EAGLE ONE PIZZA	(B) The Station-Pizza for birthday party packages	8/19/2023	97195	40.00
		06050750 - 51250 -	Misc. Materials & Supplies			

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 090723

Department: 075 - Moore Recreation Center

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240361	2380	CINTAS CORPORATION #2	(B) Parks & Rec - Contract uniform cleaning	8/16/2023	97208	80.09
		06050750 - 52355 -	Contract Services			
240361	2380	CINTAS CORPORATION #2	(B) Parks & Rec - Contract uniform cleaning	8/16/2023	97209	164.03
		06050750 - 52355 -	Contract Services			
240530	74	MATTOCKS PRINTING CO. LLC	The Station-Fall/Winter Activity Guide (1500)	8/15/2023	97210	1,643.25
		06050750 - 52000 -	Printing & Publications			
240870	3164	AMAZON.COM SALES, INC.	The Station - Programmable LED driver	8/13/2023	97260	79.10
		06050750 - 52255 -	Minor Equip Maint/Lease			
240369	1208	NETWORK SERVICES COMPANY	(B) The Station - Ron's custodial supplies	8/14/2023	97262	183.47
		06050750 - 51010 -	Janitorial/Custodial Supplies			
240245	1705	SAMS CLUB DIRECT	(B) The Station - Misc. supplies	8/24/2023	97333	17.96
		06050750 - 51250 -	Misc. Materials & Supplies			
240245	1705	SAMS CLUB DIRECT	(B) The Station - Misc. supplies	8/24/2023	97334	34.46
		06050750 - 51250 -	Misc. Materials & Supplies			
240451	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	8/23/2023	97421	19,151.67
		06050750 - 52100 -	Electricity			
241096	1084	AMERICAN NATIONAL RED CROSS	(B) The Station - CPR classes for staff	8/16/2023	97453	1,292.00
		06050750 - 52005 -	Dues, Mbrshps, Mtgs & Training			
240119	2355	ABSOLUTE DATA SHREDDING	SHREDDING SERVICES	8/31/2023	97634	10.50
		06050750 - 52355 -	Contract Services			
241031	1039	BLACK CAT SCREEN PRINTING, LLC	The Station - Personal Trainer t-shirts	8/18/2023	97739	292.00
		06050750 - 52585 -	Recreation Classes			
240088	3179	SHAWN CLARK	(B) Parks & Rec Athletic Liaison services	9/3/2023	97743	82.80
		06050750 - 52355 -	Contract Services			
241218	3214	SJ INNOVATIONS LLC	The Station security - 08/13/23-08/26/23	8/31/2023	97766	7,801.25
		06050750 - 52353 -	Security			
Department Total :						32,170.93

Department: 076 - Aquatic Park

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240325	949	SHOWTIME CONCESSION SUPPLY, INC	(B) Concessions Resale - Aquatics Side	8/14/2023	96911	73.95
		06050760 - 51275 -	Items Purchased for Resale			
240086	2826	EAGLE ONE PIZZA	(B) Aquatics Concessions - Pizza for resale	8/13/2023	96913	104.00
		06050760 - 51275 -	Items Purchased for Resale			
240308	2751	HEALTHCAREXPRESS	MONTHLY PRE-EMPLOYMENT/RANDOM DRUG TESTING	8/15/2023	97050	670.00
		06050760 - 52360 -	Professional Services			
240325	949	SHOWTIME CONCESSION SUPPLY, INC	(B) Concessions Resale - Aquatics Side	8/16/2023	97216	246.75

Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund Check Run : 090723

Department: 076 - Aquatic Park

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06050760 - 51275 -	Items Purchased for Resale			
240086	2826	EAGLE ONE PIZZA	(B) Aquatics Concessions - Pizza for resale	8/19/2023	97329	104.00
		06050760 - 51275 -	Items Purchased for Resale			
240507	1705	SAMS CLUB DIRECT	(B) Concessions resale - Aquatics side	8/24/2023	97335	14.77
		06050760 - 51250 -	Misc. Materials & Supplies			
240507	1705	SAMS CLUB DIRECT	(B) Concessions resale - Aquatics side	8/24/2023	97335	47.76
		06050760 - 51275 -	Items Purchased for Resale			
240417	1705	SAMS CLUB DIRECT	(B) Concessions Resale - Aquatics side	8/23/2023	97336	80.68
		06050760 - 51275 -	Items Purchased for Resale			
240904	1705	SAMS CLUB DIRECT	(B) Concessions resale - Aquatics side	8/25/2023	97435	1,295.44
		06050760 - 51275 -	Items Purchased for Resale			

Department Total : 2,637.35

Department: 080 - Community Development/Planning

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240421	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	8/31/2023	97642	838.95
		06060800 - 51075 -	Fuel			

Department Total : 838.95

Department: 081 - Inspections

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240527	387	GELCO CLOTHING & SHOES	Boots- Shawn, Gary, and Dennis	8/15/2023	97601	179.95
		06060810 - 51020 -	Safety Supplies			
240421	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	8/31/2023	97642	40.24
		06060810 - 51075 -	Fuel			

Department Total : 220.19

Department: 082 - Code Enforcement

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240421	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	8/31/2023	97642	335.76
		06060820 - 51075 -	Fuel			

Department Total : 335.76

Fund Total : 175,194.40

Moore, OK Purchase Order Claim Register



Fund: 08 - Special Revenue Fund

Check Run : 090723

Department: 217 - Neighborhood Park Development

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
232670	3506	LAUD STUDIO, LLC	Scope of Work contract - Phillips 66 Park	7/31/2023	97745	8,499.99
		08052170 - 55220 -	Neighborhood Park Development			
Department Total :						8,499.99

Department: 218 - Hotel/Motel Tax

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
234878	3930	GUSS CONSTRUCTION & REMODELING LLC	The Station - Locker room showers renovation	4/27/2023	97741	7,555.00
		08052180 - 55275 -	Central Park			
Department Total :						7,555.00

Department: 235 - American Rescue Plan Act

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
234255	397	NAFECO, INC.	Ball Valve & Couplings	8/17/2023	97207	275.00
		08012350 - 57005 -	American Rescue Plan Act			
Department Total :						275.00
Fund Total :						16,329.99

Moore, OK Purchase Order Claim Register



Fund: 12 - 1/2 Cent Sales Tax

Check Run : 090723

Department: 580 - Public Safety Equipment

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241177	448	SPECIAL OPS UNIFORMS 12025800 - 53000 -	Raincoat, 2 namepins Sanders Equipment	8/29/2023	97608	204.97
234584	448	SPECIAL OPS UNIFORMS 12025800 - 53000 -	uniforms new hires x 6 Equipment	8/29/2023	97609	41.82
Department Total :						246.79
Fund Total :						246.79

Moore, OK Purchase Order Claim Register



Fund: 15 - CDBG DR GRANT

Check Run : 090723

Department: 100 - HUD Grant

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241078	1820	LEMKE LAND SURVEYING	The Curve Park Professional Services 08/06-08/08	8/17/2023	97296	700.00
		1501100A - 52360 -	Professional Services			
Department Total :						700.00
Fund Total :						700.00



SelectActuarial
SERVICES

City of Moore Actuarial Presentation for City Council Meeting

Betsy Southworth, ACAS, MAAA
September 18, 2023

a straightforward approach to quantifying risk

Study Objectives



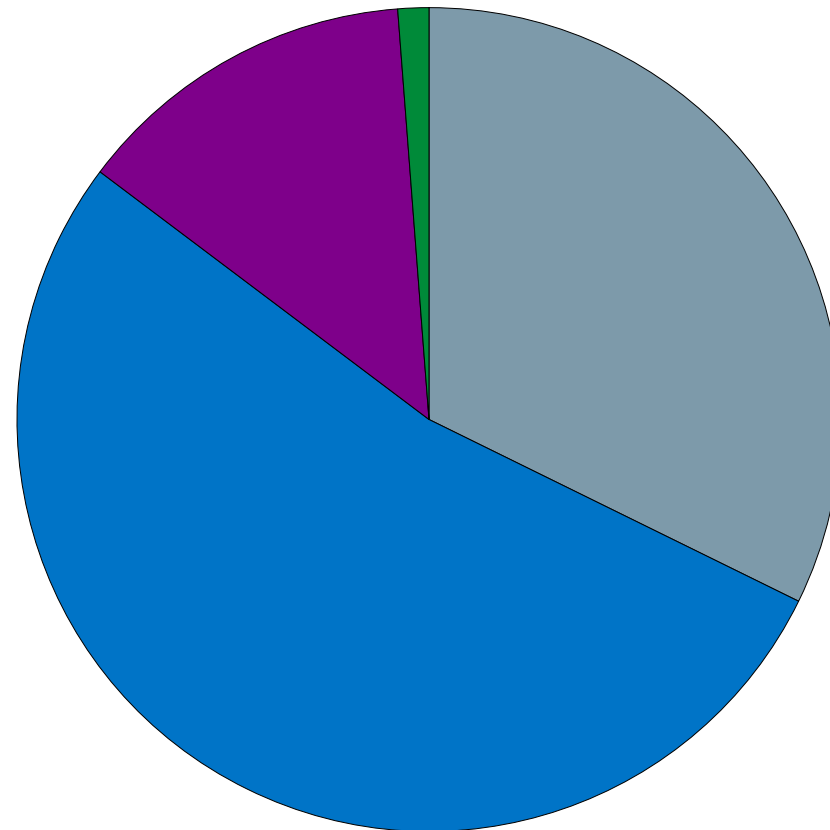
- Provide the City with an evaluation of the retained liabilities associated with its health benefits, workers compensation and automobile with general liability exposures in accordance with GASB 10 requirements for recognizing total liabilities.
- Provide an analysis of required reserves as of June 30, 2023 to fund all outstanding losses.
- Provide a forecast of expected losses and cash flows for the current and upcoming fiscal year.



Composition of Reserves *Unpaid Liabilities as of 6/30/23*

Total Reserve = \$2,070,000

- Health = \$668,000
- WC = \$1,097,000
- AL/GL = \$280,000
- Other = \$25,000



Required Reserves *Comparison to 2022*



	<i>As of 6/30/22</i>	<i>As of 6/30/23</i>
Health Benefits	\$773,000	\$668,000
Workers Compensation	\$1,066,000	\$1,097,000
Liability	\$287,000	\$280,000
Other <i>Open tort claims</i>	\$25,000	\$25,000
Total	\$2,151,000	\$2,070,000

Composition of Costs for 7/1/23-24

Ultimate Cost of Claims Incurred

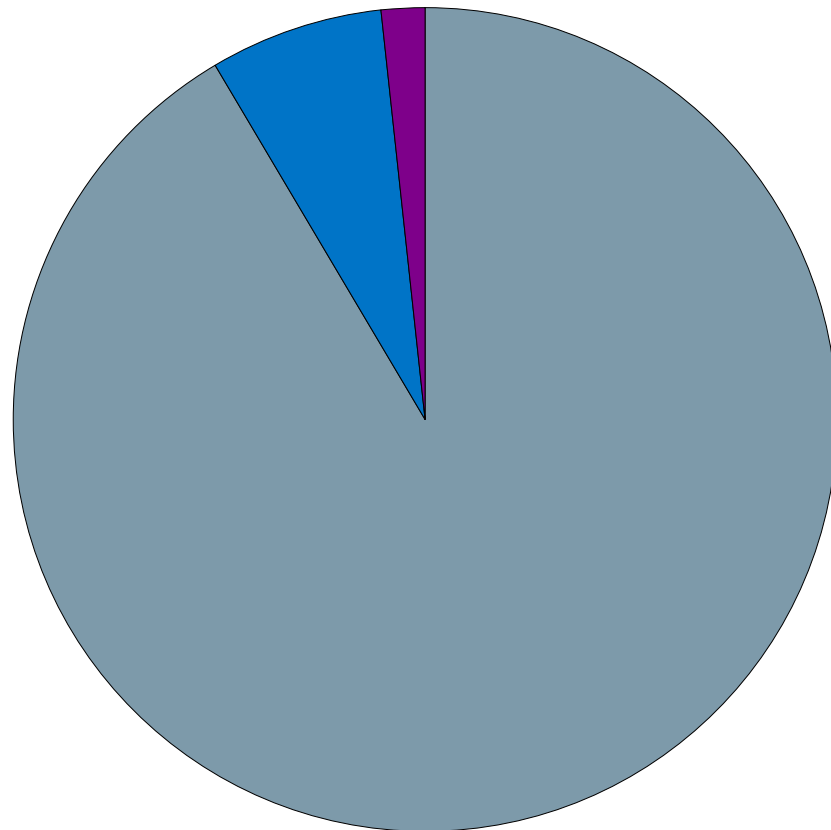


Total Forecast = \$7,017,000

■ Health = \$6,419,000

■ WC = \$478,000

■ AL/GL = \$120,000



Projected Costs for FY 23-24

Health Benefits

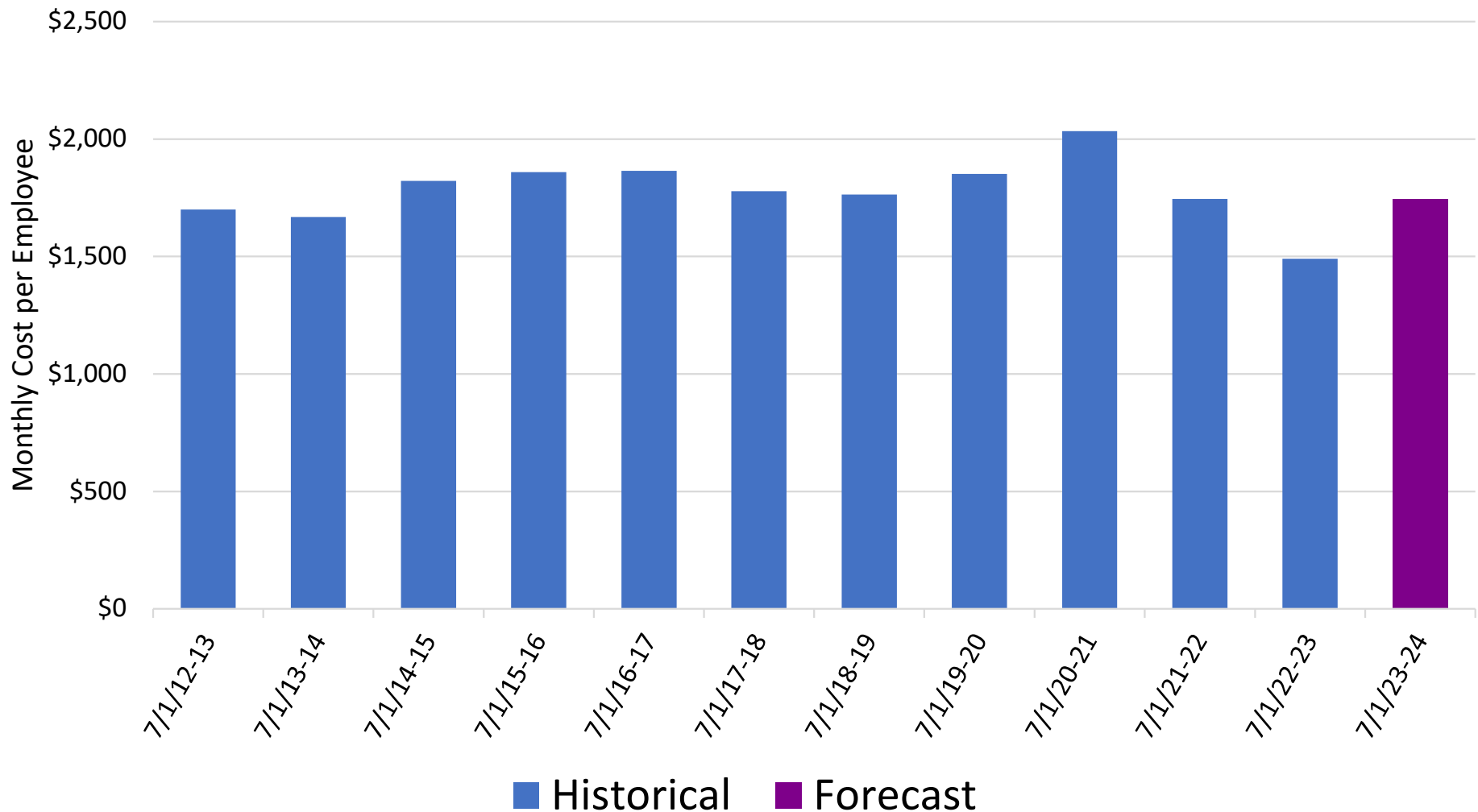


	<i>7/1/23-24 From 2022 Report (\$125,000 Stop Loss)</i>	<i>7/1/23-24 Current (\$125,000 Stop Loss)</i>	<i>7/1/24-25</i>
Monthly EE count	305	307	310
Monthly Cost per EE	\$1,897	\$1,742	\$1,795
Total Forecast	\$6,945,000	\$6,419,000	\$6,679,000

- 2023/24 forecast cost per employee is almost 5% less than prior rate
- Medical inflation estimated at 3.04%

Monthly Cost per Employee at 7/1/23-24 Cost Level

Health Benefits



Projected Costs for FY 23-24 *Workers Compensation*

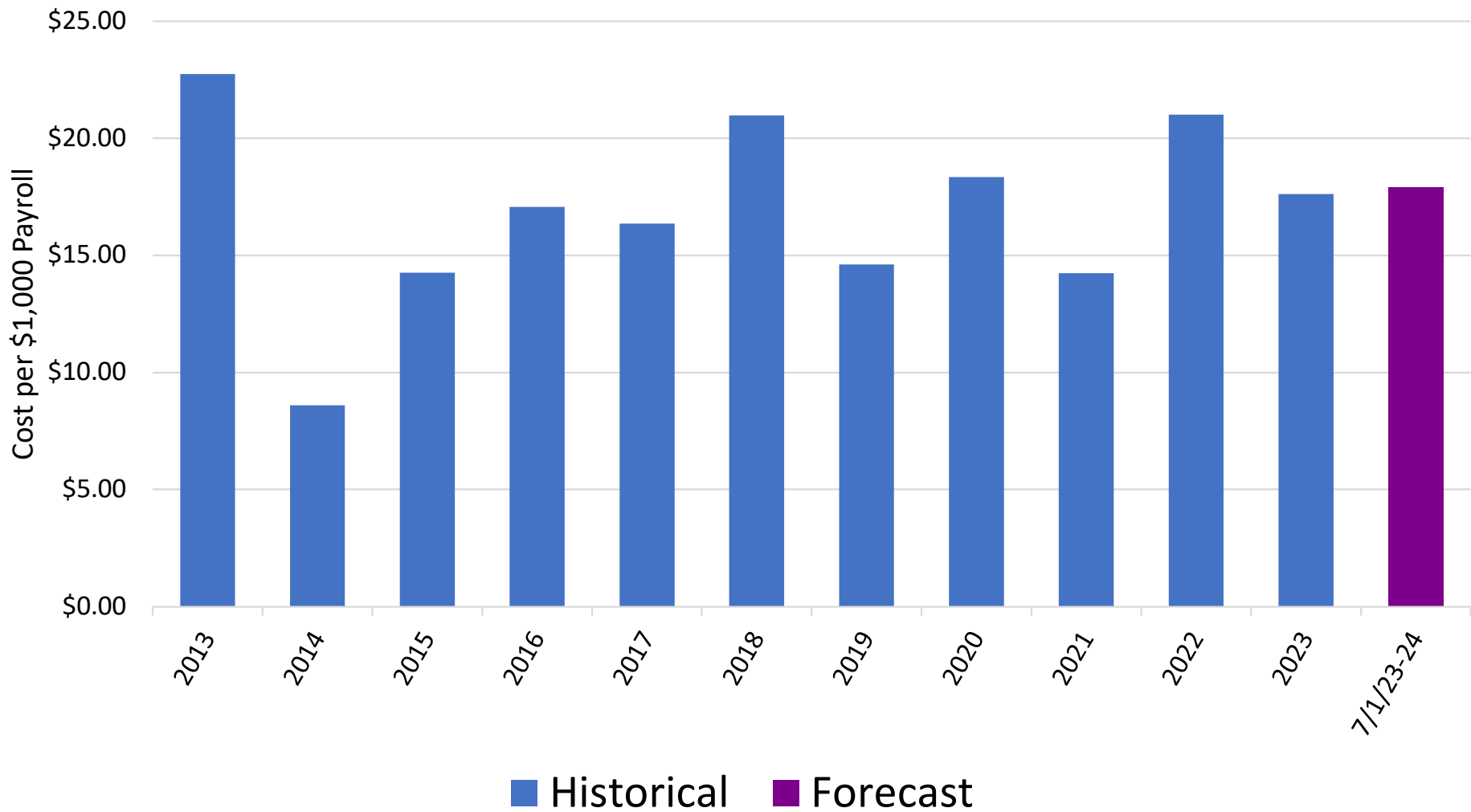


	<i>7/1/23-24 From 2022 Report</i>	<i>7/1/23-24 Current</i>	<i>7/1/24-25</i>
Annual Payroll (000s)	\$27,052	\$26,663	\$27,863
Cost per \$1,000 Payroll	\$18.25	\$17.94	\$17.64
Total Forecast	\$494,000	\$478,000	\$491,000

- 2023/24 loss rate is almost 2% less than in prior report
- 2024/25 projected using a -1.2% loss cost trend and a 3.0% payroll increase

Cost per \$1,000 Payroll at 7/1/23-24 Cost Level

Workers Compensation



Projected Costs for FY 23-24

Automobile and General Liability

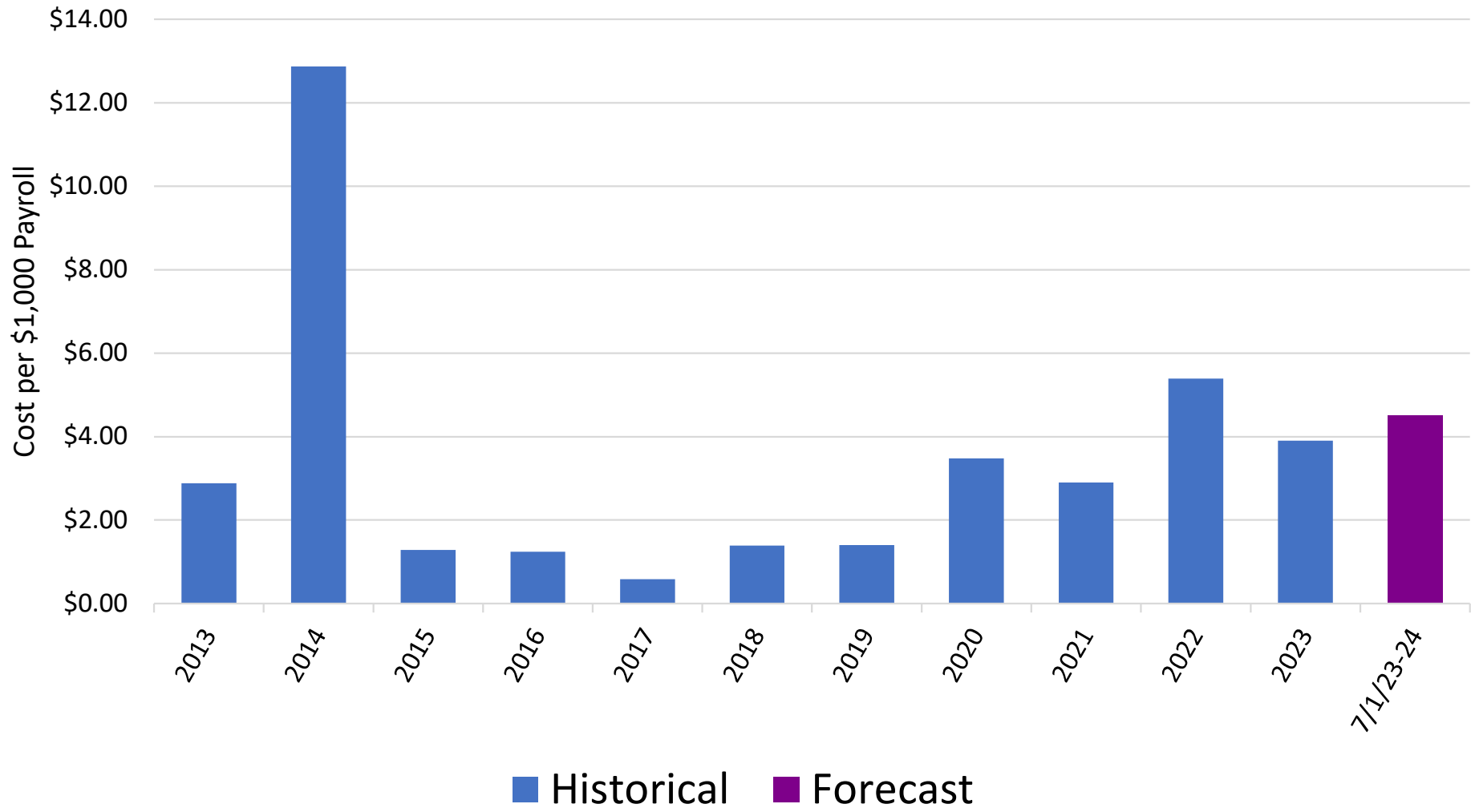


	<i>7/1/23-24 From 2022 Report</i>	<i>7/1/23-24 Current</i>	<i>7/1/24-25</i>
Annual Payroll (000s)	\$27,052	\$26,663	\$27,863
Cost per \$1,000 Payroll	\$4.65	\$4.52	\$4.54
Total Forecast	\$126,000	\$120,000	\$126,000

- 2023/24 loss rate is almost 3% less than in prior report
- 2024/25 projected using a 3.5% loss cost trend and a 3.0% payroll increase

Cost per \$1,000 Payroll at 7/1/23-24 Cost Level

Automobile and General Liability



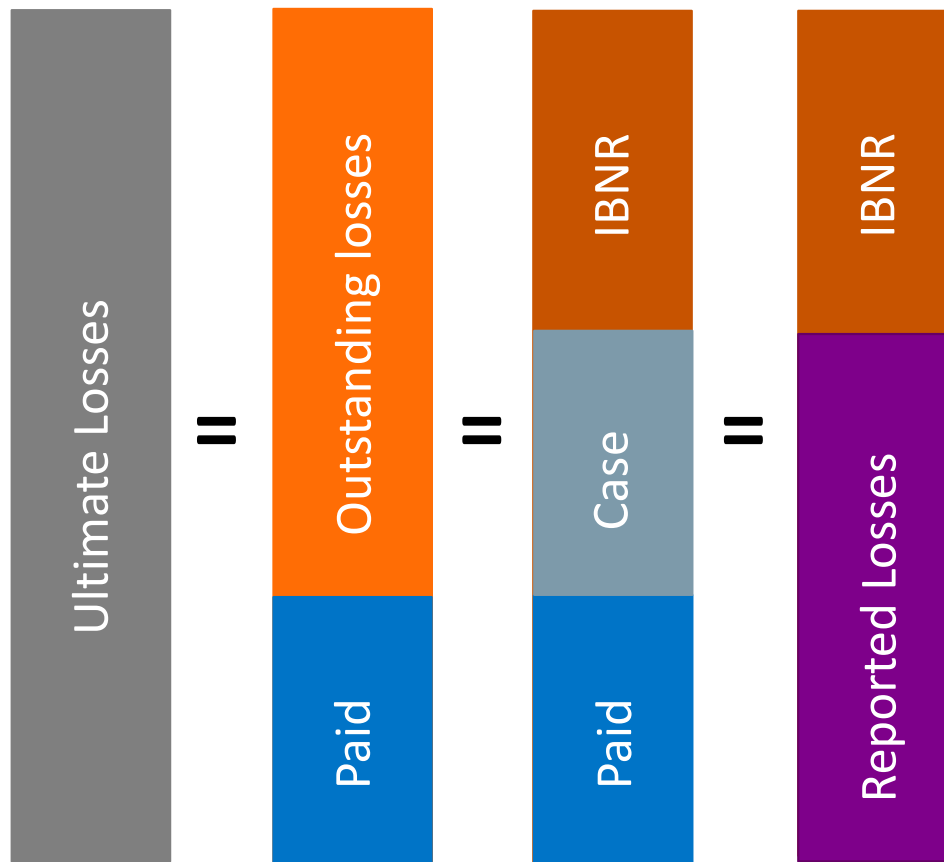


Program Summary

<i>Program</i>	<i>Reserves @6/30/23</i>	<i>Forecast 7/1/23-24</i>	<i>Forecast 7/1/24-25</i>
Health Benefits	\$668,000	\$6,419,000	\$6,679,000
Workers Compensation	\$1,097,000	\$478,000	\$491,000
Liability	\$280,000	\$120,000	\$126,000
Other <i>Open tort claims</i>	\$25,000		
Total	\$2,070,000	\$7,017,000	\$7,296,000



Terms Defined



- **Ultimate Losses:** The total amount that will eventually be paid on all losses for a particular accident period (i.e. the cost to close all claims).
- **Paid Losses:** Dollars paid as of the latest available evaluation date on losses incurred through that date.
- **Outstanding Losses:** The losses not yet paid. Equal to the difference between the ultimate losses and the paid losses. These are also equal to the sum of the case reserves and the IBNR reserves.
- **Case Reserve:** Reserves established on individual claims by the case adjusters, as of the latest available evaluation. The case reserve plus the amount paid to date represents the adjuster's best estimate of the ultimate value of a particular claim.
- **Reported Losses:** Paid losses plus case reserves as of the latest available evaluation.
- **IBNR:** This is the dollar amount which we have estimated will be added to the reported losses between the date when the losses were compiled and final settlement of all claims for the accident period.

Questions & Discussion

Betsy Southworth, ACAS, MAAA
Partner & Consulting Actuary
615-620-7589
betsy.southworth@selectactuarial.com



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

Invoice

Invoice ID INUS178489
 Date 15-Aug-23
 Page 1 of 2
 Sales Order
 Requisition
 Your Ref q440463
 Our Ref
 Payment Net 30 days
 Invoice Account 108513
 Terms of Delivery FCA

BILL TO

Moore Police Dept. - OK
 117 E Main St
 Moore, OK 73160-5103
 USA

SHIP TO

Moore Police Dept. - OK
 117 E Main St
 Moore, OK 73160-5103
 USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
1	T7Cert	Taser 7 Certification Bundle	10.00		6,600.02

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
8	1	20233	TASER 7 CERTIFICATION PLAN ADD-ON TRUE UP PAYMENT Tax Date 15-Aug-23	10.00	195.52	488.80

08/24/2023

This is 2/2 invoices for our Taser 7 Bundle 5 yr. purchase. This is payment for year 2 of 4. OK to pay.
 2nd set 10 Tasers

J. Kelly #259

Sales Amount	7,088.82
Misc. Charges	0.00
Discount	0.00
Sales Tax	0.00
Total	7,088.82
Amount Received	0.00
BALANCE DUE	USD 7,088.82

Payment Due 14-Sep-23

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS178489	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS178489	Reference No INUS178489	Tempe, AZ 85283
					Reference No INUS178489

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

Invoice

Invoice ID INUS178489
 Date 15-Aug-23
 Page 2 of 2
 Sales Order
 Requisition
 Your Ref q440463
 Our Ref
 Payment Net 30 days
 Invoice Account 108513
 Terms of Delivery FCA

BILL TO
 Moore Police Dept. - OK
 117 E Main St
 Moore, OK 73160-5103
 USA

SHIP TO
 Moore Police Dept. - OK
 117 E Main St
 Moore, OK 73160-5103
 USA

***Tax Note**

Ship-to-address Legend*

- 1 Moore Police Dept. - OK
 117 E Main St
 Moore, OK 73160-5103
 USA

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS178489	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS178489	Reference No INUS178489	Tempe, AZ 85283
					Reference No INUS178489

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

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Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

Invoice

Invoice ID INUS153860
 Date 01-May-23
 Page 1 of 2
 Sales Order SUS0041818,
 Requisition
 Your Ref Q333037
 Our Ref
 Payment Net 30 days
 Invoice Account 108513
 Terms of Delivery FCA

BILL TO
 Moore Police Dept. - OK
 117 E Main St
 Moore, OK 73160-5103
 USA

SHIP TO
 Moore Police Dept. - OK
 117 E Main St
 Moore, OK 73160-5103
 USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
1	T7Cert	2021 Taser 7 Certification Bundle	50.00		34,500.00

08/24/2023

This is 1/2 invoices for our Taser 7 Bundle 5 yr purchase. This is payment for year 3 of 5. OK to pay.

Org set 50 Tasers. *J. Williams* 259

Sales Amount	34,500.00
Misc. Charges	0.00
Discount	0.00
Sales Tax	0.00
Total	34,500.00
Amount Received	0.00
BALANCE DUE	USD 34,500.00

Payment Due 31-May-23

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS153860	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS153860	Reference No INUS153860	Tempe, AZ 85283
					Reference No INUS153860

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

Invoice

Invoice ID INUS153860
 Date 01-May-23
 Page 2 of 2
 Sales Order SUS0041818,
 Requisition
 Your Ref Q333037
 Our Ref
 Payment Net 30 days
 Invoice Account 108513
 Terms of Delivery FCA

BILL TO
 Moore Police Dept. - OK
 117 E Main St
 Moore, OK 73160-5103
 USA

SHIP TO
 Moore Police Dept. - OK
 117 E Main St
 Moore, OK 73160-5103
 USA

***Tax Note**

Ship-to-address Legend*

- 1 Moore Police Dept. - OK
 117 E Main St
 Moore, OK 73160-5103
 USA

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS153860	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS153860	Reference No INUS153860	Tempe, AZ 85283
					Reference No INUS153860

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

September 6, 2023

BID #2024-005

“PURCHASE OF EIGHT (8) CITY VEHICLES”

The City of Moore is accepting bids on the above referenced item for the City of Moore Police Department. Attached you will find the bid notice, bid specifications, and a non-collusion affidavit. Bidders can go to <https://www.cityofmoore.com/government/city-bids-1> to view and print documents and see all particulars.

Please note alternate bids will not be accepted. Bidders are required to indicate that they meet the specifications of each type of vehicle. Therefore, the entire specification packet needs to be returned with your bid return sheet. Bid price will include being delivered to the City of Moore Police Department, located at 117 E Main Street, Moore, Oklahoma 73160.

If you have any questions concerning this bid, please contact Captain David Seay, Moore Police Department, at (405) 793-5189.

Sincerely,

Barbara Furgiani
Purchasing Agent

BF: dws
Attachments

**CITY OF MOORE
BID NOTICE
BID # 2024-005**

NOTICE IS HEREBY GIVEN that the City of Moore will receive sealed bids in the office of the City Clerk, Purchasing Division, Moore City Hall, 301 North Broadway, Moore, Oklahoma, 73160, for the **PURCHASE OF EIGHT (8) CITY VEHICLES.** Bids will not be accepted after **9:45 A.M., FRIDAY, OCTOBER 6, 2023.**

Bids will be made in accordance with the specifications, and these specifications are on file and available for examination, or may be obtained from the office of the Purchasing Agent, Moore City Hall. Bidders can go to <https://www.cityofmoore.com/government/city-bids> to view and print documents and see all particulars.

One (1) copy addressed to the *City of Moore Purchasing Agent* will be submitted, and that copy must be sealed and clearly marked with the name of the bidding vendor *and* identified as follows:

**"SEALED BID #2024-005"
"PURCHASE OF EIGHT (8) CITY VEHICLES"**

Bids filed as provided herein will be publicly opened at **10:00 a.m., Friday, OCTOBER 6, 2023, Moore City Hall, City Council Chambers, 301 North Broadway, Moore, Oklahoma 73160.** All bids will remain at least forty-eight (48) hours thereafter, before a contract will be made and entered into thereon.

Bids received more than ninety-six (96) hours [excluding Saturdays, Sundays and holidays], before the time set for the receipt of bids will not be considered.

The City of Moore reserves the right to accept the bid which, in the judgment of the Staff, is the best for the application of needs, materials and services as covered in the specifications, and is deemed the best, overall, for the good of the City.

The City of Moore reserves the right to reject any and all bids; waive irregularities and formalities in any bid submitted. In addition, the City of Moore reserves the right to contract with one or more parties to perform identical services as deemed appropriate.

The City of Moore is an equal opportunity employer.

Barbara Furgiani
Purchasing Agent
(405)793-5022

VEHICLE SPECIFICATIONS FOR COMPETITIVE BIDDING

- **Vehicles**
 - (2) 2024 Ford Explorer 4X4 Base model SUVs
 - (1) Forged Green
 - (1) Carbonized Gray
 - Model Code K7B
 - V6 Gas Engine 3.6 Liter
 - 10 Speed Automatic
 - 7 Passenger with 3rd Row seats
 - Keyless Entry with 4 FOBS
 - Power Locks and Windows
 - Carpet with Mats
 - Deep Tinted Glass on 2nd Row and Cargo Area
 - Bumper to Bumper 3 Year / 36,000 mile Warranty
 - Drivetrain 5 year / 60,000 mile Warranty
 - Delivery to Moore, OK 73160
 - (6) 2025 Ford Police Interceptor Utility AWD SUVs
 - (6) Black
 - Model Code K8A
 - 3.7L / V6 Ti-VCT FFV Engine
 - 4 Speed Auto Transmission
 - All Wheel Drive
 - Driver Side OEM LED spotlight
 - Keyless Entry with 4 FOBS
 - Power Doors w/ Override
 - Power Windows W/ Lock Out
 - Deep Tinted Glass on 1st and 2nd Row and Cargo Area
 - Heated Mirrors
 - Front and Rear AC & Heat
 - Disable Daytime Running Lights
 - Dark Car Option activated
 - Aux Dome Light
 - Bumper to Bumper 3 Year / 36,000 mile Warranty
 - Drivetrain 5 year / 60,000 mile Warranty
 - Ready For the Road Lighting Package 67H
 - Quarter Glass Light 63L
 - Side Marker LED Lamps – Side view 63B
 - Front Warning Aux Lamps 21L
 - Rear Aux Lift gate Lights 43A
 - RR Spoiler Traffic Warning LED Light 96T
 - Delivery to Moore, OK 73160

**CITY OF MOORE
BID #2024-005
“PURCHASE OF EIGHT (8) CITY VEHICLES”**

Scope of the Specification:

This specifications below describe specific Ford vehicles and factory options.

General Intent and Terms:

The intent of this specification is to describe a specific make and model of vehicle for use in the Police Department fleet. The specification describes the minimum capacities, materials, and qualities of equipment needed and required in the performance of such police related activities. Any bids submitted not meeting all of these minimum specifications and requirements are subject to rejection. Failure to state exceptions will subject the bid to rejection. Check blanks with either “Yes” if meeting or exceeding specifications or “No” if exception is taken.

Alternate bids will not be accepted and evaluated.

All vehicles and equipment bid and furnished shall be new and unused, and the same as the manufacturer’s current production model. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included.

2025 Ford Police Interceptor Utility All Wheel Drive Sport Utility Vehicles

Quantity:
Two (2)

Specifications for 2025 Ford Police Interceptor Utility AWD Sport Utility Vehicles

- (6) 2025 Ford Police Interceptor Utility AWD SUVs
 - (6) Black
 - Model Code K8A
 - 3.7L / V6 Ti-VCT FFV Engine
 - 4 Speed Auto Transmission
 - All Wheel Drive
 - Keyless Entry with 4 FOBS / 4 Keys
 - Power Doors w/ Override
 - Power Windows W/ Lock Out
 - Deep Tinted Glass on all windows except windshield
 - Heated Mirrors
 - Front and Rear AC & Heat
 - Disable Daytime Running Lights
 - Dark Car Option activated
 - Aux Dome Light
 - Bumper to Bumper 3 Year / 36,000 mile Warranty
 - Drivetrain 5 year / 60,000 mile Warranty
 - Ready For the Road Lighting Package 67H
 - Quarter Glass Light 63L
 - Side Marker LED Lamps – Side view 63B
 - Front Warning Aux Lamps 21L
 - Rear Aux Lift gate Lights 43A
 - RR Spoiler Traffic Warning LED Light 96T
 - Delivery to Moore, OK 73160

(6) 2025 Ford Police Interceptor Utility All Wheel Drive Sport Utility Vehicles	Comply Yes/No?
Does the bidder meet all of the specifications for these vehicles	

2024 Ford Explorer 4x4 Base Model Sport Utility Vehicles

Quantity:

Two (2)

Specifications for 2024 Ford Explorer 4x4 Base Model Sport Utility Vehicles

- (2) 2024 Ford Explorer 4X4 Base model SUVs
 - (1) Forged Green
 - (1) Carbonized Gray
 - Model Code K7B
 - V6 Gas Engine 3.6 Liter
 - 10 Speed Automatic
 - 7 Passenger with 3rd Row seats
 - Keyless Entry with 4 FOBS / 4 Keys
 - Power Locks and Windows
 - Carpet with Mats
 - Deep Tint Factory Glass on 2nd Row and Cargo Area
 - Bumper to Bumper 3 Year / 36,000 mile Warranty
 - Drivetrain 5 year / 60,000 mile Warranty
 - Delivery to Moore, OK 73160

(2) 2024 Ford Explorer 4x4 Base Model Sport Utility Vehicles	Comply Yes/No?
Does the bidder meet all of the specifications for these vehicles	

BID RETURN SHEET
BID #2024-005
“PURCHASE OF EIGHT (8) CITY VEHICLES”

Bid price to include delivery to: **City of Moore Police Department**
117 E Main St.
Moore, OK 73160

<u>Pricing</u>	<u>Price</u>
Quantity: 6 Vehicles 2025 Ford Police Interceptor Utility AWD Sport Utility Vehicles (Black) (Police).....	\$ _____
Quantity: 2 Vehicles 2024 Ford Explorer 4x4 Base Model Sport Utility Vehicles (Green/ Gray) (Police).....	\$ _____
BID TOTAL.....	\$ _____

Estimated Delivery Time after Order is Placed _____

(Please attach any supporting quotes and documents when turning in this document.)

VENDOR INFORMATION

Vendor Name: _____

Vendor's Remit Address: _____
Street/P. O. Box *City/State/Zip Code*

Contact Person: _____
Name *Title*

Phone Number: (____) _____ *Fax Number:* (____) _____

NOTE: *Be sure to include completed Non-Collusion Affidavit with your bid.*

VENDOR LIST
BID #2024-005
"PURCHASE OF EIGHT (8) CITY VEHICLES"

Bob Moore Ford

8948 S. I-35 Service Road
OKC, OK 73149
Attn: Keith Wall
Tel (405) 584-6976

Bill Knight Ford

9625 S. Memorial Drive
Tulsa, OK 74133
Attn: Greg Herring
Tel (918) 526-2392

Confidence Ford

825 N. interstate Drive
Norman, OK 73069
Attn: Scott Womack
Tel (405) 307-6410

Country Ford – Mercury Inc

PO Box 1600
Guthrie, OK 73044
Attn: Cameron Colter
Tel (405) 282-3800

Joe Cooper Ford

17312 North May
Edmond, OK 73012
Attn: Dee Roberson
Tel (405) 737-3389

John Vance Motors Inc.

PO Box 400
Guthrie, OK 73044
Attn: Cameron Colter
Tel (405)282-3800

CITY OF MOORE / MOORE PUBLIC WORKS AUTHORITY

PURCHASING REQUISITION

Requisition

DATE **August 29, 2023**

PURCHASE ORDER NO.

Suggested Vendor **Bill Warren Office Products**

APPROVED BY DEPT HEAD **Chief Todd Gibson**

Vendor No.

PURCHASE AGENT **Major Kyle Dudley**

ADDRESS **1233 Sovereign Row
PO Box 14067
OKC, OK 73113**

DEPARTMENT **Police**

PHONE **405-947-5676**

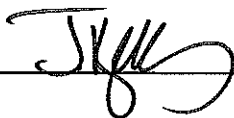
ACCT. NO.

VENDOR FED I.D. NO.

Item No.	Quantity Ordered	Description	Unit Price	Total
	1	furnishings for MPAC	\$98,220.25	\$98,220.25
				\$0.00
				\$0.00
				\$0.00
		Quote 1 - Bill Warren \$98,220.25		\$0.00
		Quote #2 - Merrifield \$103,695.25		\$0.00
		Quote #3 - Martins Office Supply \$106,572.75		\$0.00
				\$0.00
				\$0.00
				\$0.00
		Includes shipping, installation, and assembly		\$0.00
				\$0.00
				\$0.00
				\$0.00
			TOTAL	\$98,220.25

Items requested above are a proper charge against the app appropriation shown hereon and the services or materials are to be used exclusively for the purpose against which said items are charged.

I hereby certify that the amount of this encumbrance had been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of said appropriation

ENCUMBERING OFFICER  #259

DATE **8/29/2023**

Receiving Verification:

I hereby certify that I have inspected the above materials and / or services which have been received in full.

Department Head

Date received

Bill Warren

OFFICE PRODUCTS

FURNITURE DESIGN SUPPLIES PRINTING

1233 Sovereign Row

P O Box 14067

Oklahoma City, OK 73113

TEL: (405) 947-5676 FAX: (405) 943-3680
E-mail: bwop@flash.net
www.warrenproducts.com

DATE NUMBER

08/08/23 933313-0

SALESMAN 30 TIME 11:11:09

WRITER 3911 PAGE 1

FEDERAL #73-1168532

PO #

SHIPPING ADDRESS

CUSTOMER # 84830 DEPT
BILLING ADDRESS PH: 405-793-5023
CITY OF MOORE

CHARGE INVOICE
ROUTE # E
BEING HELD

301 N. BROADWAY
MOORE

OK 73160

ITEM NBR.	CO.	DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	D T	EXTENDED
CO-DELIVER		COST ONLY DELIVERY	C EA	1		1	.000	N	.00
02160	SPR	WASTEBASKET, RECT, 20	EA	5		5	6.950	N	34.75
69160	LLR	CHAIRMAT, 46X60, F LOW	EA	4		4	125.000	N	500.00
HMVR24720N	HON	MOTIVATE RECT TABLE	EA	30		30	855.000	N	25650.00
HMAPOWER72	HON	ELECTRIC POWER KIT F	EA	30		30	215.000	N	6450.00
HMACABLE	HON	POWER ENTRY CABLE	EA	6		6	110.000	N	660.00
HMAGANG	HON	INTERLINK ELECTRIC H	EA	30		30	72.990	N	2189.70
HIGS6	HON	IGNITION GUEST STACK	EA	60		60	365.000	N	21900.00
		ARMLESS, CHARCOAL, MULTI-PURPOSE							
HMVPCA2183	HON	PRESENTATION CART, A	EA	2		2	795.000	N	1590.00
HMVPCMP	HON	MODESTY PANEL	EA	2		2	135.000	N	270.00
HMVPCDTL6	HON	DESKTOP LECTERN	EA	2		2	240.000	N	480.00
HMVPCSS404	HON	PRESENTATION CART, 4	EA	2		2	138.000	N	276.00
H10592	HON	72X36 DESK SHELL, LAM	EA	4		4	493.000	N	1972.00
H10502	HON	PED, BOX, BOX, FILE, FU	EA	4		4	450.000	N	1800.00
HIGS6	HON	IGNITION STACKING CH	EA	8		8	365.000	N	2920.00

CONTINUED



RETURN POLICY: WITHIN 30 DAYS IN ORIGINAL PACKAGING
POINT OF SALE ON ALL SALES WILL BE OUR OFFICE IN OKLAHOMA CITY
TERMS: NET 30 DAYS FROM DATE OF INVOICE.
1% FINANCE CHARGE ON ALL INVOICES OVER 30 DAYS OLD.

Bill Warren

OFFICE PRODUCTS

FURNITURE DESIGN SUPPLIES PRINTING

1233 Sovereign Row

P O Box 14067

Oklahoma City, OK 73113

TEL: (405) 947-5876 FAX: (405) 943-3660
E-mail: bwop@flash.net
www.warrenproducts.com

DATE	NUMBER
08/08/23	933313-0

SALESMAN 30 TIME 11:11:09
WRITER 3911 PAGE 2
FEDERAL #73-1168532

CUSTOMER # 84830 DEPT
BILLING ADDRESS PH: 405-793-5023
CITY OF MOORE

CHARGE INVOICE
ROUTE # E
BEING HELD

PO #
SHIPPING ADDRESS

301 N. BROADWAY
MOORE OK 73160

ITEM NBR.	CO.	DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	D T	EXTENDED
H105906L	HON	48X24X29.5 RETURN, F	EA	2		2	615.000	N	1230.00
		LEFT RETURN							
H105905R-U	HON	48X24X29.5 RETURN	EA	2		2	615.000	N	1230.00
H105301R-U	HON	24X24X66 RIGHT WARDR	EA	2		2	1375.000	N	2750.00
H105302L-U	HON	24X24X66 LEFT WARDRO	EA	2		2	1375.000	N	2750.00
HTLC4896-U	HON	96X48 RECTANGULAR TO	EA	1		1	595.000	N	595.00
HTG2PWRF2B	HON	62 FLIPTOP 4-PORT PD	EA	1		1	390.000	N	390.00
HTLCREDS7-	HON	20X57X36 HOSPITALITY	EA	1		1	1615.000	N	1615.00
HTLSHELF-U	HON	CREDENZA SHELF	EA	2		2	47.000	N	94.00
HIWMRAKD-U	HON	2KD MIDBACK REACTIVE	EA	15		15	499.000	N	7485.00
HTLHP96-UC	HON	CONFRENCE TABLE	EA	1		1	1175.000	N	1175.00
HVLVL1-UC	HON	CLUB CHAIR LOUNGE	EA	2		2	695.000	N	1390.00
HVLVL3-UC	HON	SOFA LOUNGE	EA	1		1	1175.000	N	1175.00
HSCER24LM-	HON	24X22 END TABLE	EA	1		1	779.000	N	779.00
INSTALLATI		INSTALLATION CHARGES		1		1	5600.000	N	5600.00
HMG5-UC	HON	CFE HEIGHT STOOL	EA	6		6	295.000	N	1770.00

CONTINUED

RETURN POLICY: WITHIN 30 DAYS IN ORIGINAL PACKAGING
POINT OF SALE ON ALL SALES WILL BE OUR OFFICE IN OKLAHOMA CITY
TERMS: NET 30 DAYS FROM DATE OF INVOICE.
1% FINANCE CHARGE ON ALL INVOICES OVER 30 DAYS OLD.



Bill
Warren

OFFICE PRODUCTS

FURNITURE DESIGN SUPPLIES PRINTING

1233 Sovereign Row

P O Box 14067

Oklahoma City, OK 73113

TEL: (405) 947-5678 FAX: (405) 943-3660
E-mail: bwop@flash.net
www.warrenproducts.com

DATE

NUMBER

08/08/23

933313-0

SALESMAN 30 TIME 11:11:09

WRITER 3911 PAGE 3

FEDERAL #73-1168532

PO #

SHIPPING ADDRESS

CUSTOMER # 84830 DEPT
BILLING ADDRESS PH: 405-793-5023

CHARGE
INVOICE

CITY OF MOORE

ROUTE # E
BEING HELD

301 N. BROADWAY
MOORE

OK 73160

ITEM NBR.	CO.	DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	D T	EXTENDED
HTFXM42-UC	HON	BASE FOR CAFE TABLE	EA	2		2	450.000	N	900.00
HTLD42-UC	HON	CAFE TABLE TOP	EA	2		2	299.900	N	599.80
		SHIPPED WEIGHT (80.250)					
							TOTAL		98220.25

RETURN POLICY: WITHIN 30 DAYS IN ORIGINAL PACKAGING
POINT OF SALE ON ALL SALES WILL BE OUR OFFICE IN OKLAHOMA CITY
TERMS: NET 30 DAYS FROM DATE OF INVOICE.
1½% FINANCE CHARGE ON ALL INVOICES OVER 30 DAYS OLD.





(800) 256-0894
www.msave.net

You're in good company.

August 29, 2023

Prepared For: Major Kyle Dudley

Prepared By:

Moore Police Department

Jason Merrifield

Merrifield Phone:

(580) 233-5921

Product Needed for Project

Quan.	Product #	Description	List	Ext'd List	Sale Price	Ext'd Sale
5		RECTANGULAR WASTEBASKET		\$0	\$7.25	\$36.25
4		46X60 PLASTIC CHAIRMAT		\$0	\$129.00	\$516.00
30	HMVR2472GN	MOTIVATE RECT TABLE		\$0	\$865.00	\$25,950.00
30	HMAPOWER72	ELECTRIC POWER KIT FOR TABLE		\$0	\$219.00	\$6,570.00
6	HMACABLE	POWER ENTRY CABLE		\$0	\$115.00	\$690.00
30	HMAGANG	INTERLINK ELECTRIC HARNESS		\$0	\$75.00	\$2,250.00
60	HIGS6	IGNITION GUEST STACKABLE CHAIR, ARMLESS, CHARCOAL, MULTI PURPOSE		\$0	\$375.00	\$22,500.00
2	HMVPCA2183	PRESENTATION CART		\$0	\$825.00	\$1,650.00
2	HMVPCMP	MODESTY PANEL		\$0	\$139.00	\$278.00
2	HMVPCDTLG	DESKTOP LECTERN		\$0	\$245.00	\$490.00
2	HMVPCSS404	PRESENTATION CART		\$0	\$139.00	\$278.00
4	H10592	72X36 DESK SHELL LAMINATE		\$0	\$495.00	\$1,980.00
4	H10502	PED, BOX, BOX, FILE		\$0	\$465.00	\$1,860.00
8	HIGS6	IGNITION STACKING CHAIR		\$0	\$369.00	\$2,952.00
2	H105906L	48X24X29.5 RETURN LEFT RETURN		\$0	\$619.00	\$1,238.00
2	H105905R-UC	48X24X29.5 RETURN LEFT RETURN		\$0	\$619.00	\$1,238.00
2	H105301R-UC	24X24X66 RIGHT WARDROBE		\$0	\$1,379.00	\$2,758.00
2	H105302L-UC	24X24X66 RIGHT WARDROBE		\$0	\$1,379.00	\$2,758.00
1	HTLC4896-UC	96X48 RECTANGULAR CONFRENCE TABLETOP		\$0	\$625.00	\$625.00
1	HTG2PWRP2B	G2 FLIPTOP 4 PORT POWER		\$0	\$395.00	\$395.00
1	HTLCRED57	20X57X36 HOSPITALITY CREDENZA		\$0	\$1,695.00	\$1,695.00
2	HTLSHELF-U	CREDENZA SHELF		\$0	\$55.00	\$110.00
15	HIWMRAKD-U	2KD MIDBACK REACTIVE CHAIR		\$0	\$525.00	\$7,875.00
1	HTLHP96-UC	CONFRENCE TABLE		\$0	\$1,195.00	\$1,195.00

Images:

2	HVLVL1-UC	CLUB CHAIR LOUNGE BLACK		\$0	\$725.00	\$1,450.00
1	HVLVL3-UC	SOFA LOUNGE BLACK		\$0	\$1,179.00	\$1,179.00
1	HSCER24LM	24X22 END TABLE		\$0	\$825.00	\$825.00
6	HMG5-UC	CAFÉ HEIGHT STOOL		\$0	\$299.00	\$1,794.00
2	HTFXM42-UC	BASE FOR CAFÉ TABLE		\$0	\$455.00	\$910.00
2	HTLD42-UC	CAFÉ TABLETOP		\$0	\$325.00	\$650.00
		Subtotal				
		Freight:				\$2,600.00
		Delivery, Assembly, Setup, Trash Removal: (Freight):				\$2,600.00
		Total				\$103,695.25

Date		8/29/2023		Martins Office Supply Inc.			Quote	
VENDOR					822 W. Pearl St. Granbury, TX. 78048 Toll Free: 800-310-2694 Local: 817-573-2694 Fax, 866-679-0213			JM82823
Sold To:		Moore OK Police Department			Ship To:		Moore OK Police Department	
Quantity	UM	Mfg	Item #	Part Description	Color/Finis	Each	Extended	Price
5	ea.			RECTANGULAR WASTEBASKET	TBD	\$7.47	\$37.34	
4	ea.			46X60 PLASTIC CHAIRMAT	TBD	\$132.87	\$531.48	
30	ea.	HON	HMVR2472GN	MOTIVATE RECT TABLE	TBD	\$890.95	\$26,728.50	
30	ea.	HON	HMAPOWER72	ELECTRIC POWER KIT FOR TABLE	TBD	\$225.67	\$6,767.10	
6	ea.	HON	HMACABLE	POWER ENTRY CABLE	TBD	\$118.45	\$710.70	
30	ea.	HON	HMAGANG	INTERLINK ELECTRIC HARNESS	TBD	\$77.25	\$2,317.50	
60	ea.	HON	HIGS6	IGNITION GUEST STACKABLE CHAIR, ARMLESS, CHARCOAL, ML	TBD	\$396.25	\$23,175.00	
2	ea.	HON	HMVPCA2183	PRESENTATION CART	TBD	\$821.00	\$1,642.00	
2	ea.	HON	HMVPCMP	MODESTY PANEL	TBD	\$143.17	\$286.34	
2	ea.	HON	HMVPCDTLG	DESKTOP LECTERN	TBD	\$252.35	\$504.70	
2	ea.	HON	HMVPCSS404	PRESENTATION CART	TBD	\$143.17	\$286.34	
4	ea.	HON	H10592	72X36 DESK SHELL LAMINATE	TBD	\$509.85	\$2,039.40	
4	ea.	HON	H10502	PED. BOX, BOX, FILE	TBD	\$478.95	\$1,915.80	
8	ea.	HON	HIGS6	IGNITION STACKING CHAIR	TBD	\$368.00	\$2,944.00	
2	ea.	HON	H105906L	48X24X29.5 RETURN LEFT RETURN	TBD	\$637.57	\$1,275.14	
2	ea.	HON	H105905R-UC	48X24X29.5 RETURN LEFT RETURN	TBD	\$637.57	\$1,275.14	
2	ea.	HON	H105301R-UC	24X24X66 RIGHT WARDROBE	TBD	\$1,420.37	\$2,840.74	
2	ea.	HON	H105302L-UC	24X24X66 RIGHT WARDROBE	TBD	\$1,420.37	\$2,840.74	
1	ea.	HON	HTLC4896-UC	96X48 RECTANGULAR CONFRENCE TABLETOP	TBD	\$643.75	\$643.75	
1	ea.	HON	HTG2PWRP2B	G2 FLIPTOP 4 PORT POWER	TBD	\$406.85	\$406.85	
1	ea.	HON	HTLCRED57	20X57X36 HOSPITALITY CREDENZA	TBD	\$1,745.85	\$1,745.85	
2	ea.	HON	HTLSHELF-U	CREDENZA SHELF	TBD	\$52.00	\$104.00	
15	ea.	HON	HIWMRAKD-U	2KD MIDBACK REACTIVE CHAIR	TBD	\$540.75	\$8,111.25	
1	ea.	HON	HTLHP96-UC	CONFRENCE TABLE	TBD	\$1,230.85	\$1,230.85	
2	ea.	HON	HVLVL1-UC	CLUB CHAIR LOUNGE BLACK	TBD	\$746.75	\$1,493.50	
1	ea.	HON	HVLVL3-UC	SOFA LOUNGE BLACK	TBD	\$1,214.37	\$1,214.37	
1	ea.	HON	HSCER24LM	24X22 END TABLE	TBD	\$849.75	\$849.75	
6	ea.	HON	HMG5-UC	CAFÉ HEIGHT STOOL	TBD	\$307.97	\$1,847.82	
2	ea.	HON	HTFXM42-UC	BASE FOR CAFÉ TABLE	TBD	\$468.65	\$937.30	
2	ea.	HON	HTLD42-UC	CAFÉ TABLETOP	TBD	\$334.75	\$669.50	
						SubTotal	\$97,372.75	
						RDI	\$9,200.00	
						Total	\$106,572.75	



MEMO

Date: September 7, 2023

To: Brooks Mitchell, City Manager

From: Kahley Gilbert, Project-Grants Manager

Subject: Agenda Item – September 18th, 2023 City Council Meeting: Consider adopting Resolution No. 59.23 authorizing the City of Moore to submit an application to the Association of Central Oklahoma Governments (“ACOG”) for the Air Quality Small Grant Program.

The City of Moore is completing an application for an ACOG Air Quality Small Grant Program to fund the construction of a multi-use trail along Bryant Avenue from NE 12th Street to SE 4th Street. The goal of the project and grant application is to help lower emissions by providing a safe space for bicycle and pedestrian use. The total cost is estimated to be \$1,169,000. The grant does have a 20% match requirement, making the City’s match contribution \$233,800. The grant request will be for the remaining 80%, which is \$935,200.

Staff recommends City Council approval of Resolution No. 59.23 authorizing the City of Moore to submit an application to the Association of Central Oklahoma Governments (“ACOG”) for the Air Quality Small Grant Program.

RESOLUTION 59.23

RESOLUTION AUTHORIZING THE APPLICATION FOR THE ACOG AIR QUALITY SMALL GRANT PROGRAM

WHEREAS, the City of Moore desires to seek financial assistance through the ACOG for a multi-use trail; and

WHEREAS, it is in the best interest of the City of Moore to expedite the preparation and submission of an application for financial assistance from the ACOG Air Quality Small Grant Program in the form of a grant;

NOW THEREFORE BE IT RESOLVED that the Mayor and the City Council is hereby authorized and directed to sign an application and related documents necessary to file and process a grant application through the ACOG Air Quality Small Grant Program on behalf of the City of Moore.

ADOPTED, this 18th Day of September 2023, at a regularly scheduled meeting of the governing body in compliance with the Open Meeting Act, 25 O.S. SS301-314 (2001).

VANESSA KEMP, CITY CLERK

MARK HAMM, VICE MAYOR

Approved as to form and legality this 18th day of September, 2023.

BRIAN MILLER, CITY ATTORNEY

City of Moore

Table Tennis Agreement

This Agreement, made and entered into as of the date, hereinafter set forth, by and between the City of Moore, a municipal corporation (hereinafter also referred to as the “City”); the Moore Public Works Authority, a public trust (hereinafter also referred to as the “Trust”), the Moore Parks and Recreation Department (hereinafter also referred to as “Department”) and the Essential Table Tennis Non-Profit Organization (hereinafter also referred to as the “Association”).

Witnesseth:

Whereas, The City owns certain real property operated as gymnasiums and public parks; and,

Whereas, The City and the Trust recognize that this property may be used for certain recreational purposes, when properly regulated, for the further benefit of the health, safety, and welfare of the residents of Moore without jeopardizing their usefulness; and

Whereas, the Association is organized primarily for the purpose of promoting the sport of Table Tennis Programs, Classes and Tournaments in the City of Moore; and

Now, therefore, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. PERMIT

The City and the Trust hereby permit the Association to utilize certain properties known as the Community Center Gymnasium from September 1, 2023 until August 31, 2024 for the purpose of providing facilities. The Association shall provide programming of recreational and competitive table tennis activities only during approved times by the Parks and Recreation Director.

2. PERIODS OF PERFORMANCE

The performance period of this Agreement is one-year. The parties agree that this contract will automatically renew for another 1 year period on August 31 of every year unless a “Notice of Termination” is provided 30 days before the end of the term.

3. CONSIDERATION

The Association will be responsible to make a full payment of \$2000 to the City within 5 days of execution of this contract and/or the renewal of the contract. Failure to pay in full by such date will result in immediate termination of this Agreement.

4. YEARLY REVIEW

The Association agrees to submit to the Parks and Recreation Department Director a schedule of Association and tournament play two weeks prior to the first preseason tournament and/or first scheduled game. The Parks and Recreation Department Director has to approve all pre and post season tournaments two weeks before their scheduled dates. All fundraisers held for the Association on City property have to be approved by the Parks and Recreation Department Director.

5. INDEMNIFICATION

The Association hereby agrees to release, to defend, to indemnify and to hold harmless the City and the Trust and their officers, agents and employees from and against any and all loss of or damage arising out of directly or indirectly, the Association's operations under or in connection with this Agreement, or the Association's use and occupancy of any portion of the permitted premises and including, without limitation, acts and omissions of Association's managers, officers, employees, representatives, suppliers, invitees, members, participants, spectators, guests, contractors or agents. The minimum insurance requirements prescribed below shall not be deemed to limit or define the obligation of the Association herein;

The Association agrees to obtain, maintain and pay for general liability insurance coverage and will insure the provisions of this agreement.

6. INSURANCE

The Association shall carry public liability insurance with responsible insurance underwriters acceptable to Moore insuring the City, the Trust and the Association against all legal liability for loss or damage to property and injuries to persons caused by the Association's use, supervision, operation and occupancy of the demised premises or caused by any Association's activities, acts, omissions and operations on said premises, or otherwise caused by the Association, its managers,

agents, employees, guests, members, invitees, participants, and spectators, with liability limits of not less than those established in the Governmental Tort Claims Act, 51 Okla. Stat.151 et. Seq. and any amendment or supplement thereto, provided however, in no event shall the liability limits be less than \$25,000.00 to any claimant for any number of claims for damage to or destruction of property, including consequential damage arising out of a single accident or occurrence; and not less than \$100,000.00 to any claimant for all claims arising out of a single accident or occurrence; and not less than \$1,000,000.00 for any number of claims arising out of a single accident or occurrence. The Association shall also carry Workmen's Compensation Insurance of adequate Employee's Liability Insurance to the extent and in the manner required by the statutes of the State of Oklahoma. The Association shall furnish the City Manager with a certificate of such insurance which shall provide that the City and the Trust are additional insured under said policy or policies, and that said policy or policies cannot be canceled or materially modified except upon thirty days advance written notice received by the City and the Trust. Provided, however, any modification or termination shall not excuse or release any entity from its obligations hereunder. Any cancellation of insurance may result in immediate termination of this agreement.

7. SAFETY RULES

The Association has provided prior to the effectuation hereof and agrees to adopt safety rules and regulations acceptable to the City and the Association. The Association will practice and enforce said rules and regulations. Said safety rules and regulations shall be reviewed by the Department along with the Association annually, and shall be amended, modified or supplemented as the Department may approve or deem necessary.

ALL injuries, vandalism, and any other unusual occurrences shall be reported to the Parks and Recreation Department within one business day of awareness of their occurrence. A business day is defined as any day City Hall is open for the transaction of the City's business.

8. MAINTENANCE

The Association agrees to maintain all real and personal property and all fixtures and improvements to real property used by it, its members, its guests, invitees, and/or its patrons in a safe, clean and orderly manner and shall remove all debris of every kind deposited upon said

property by the Association, its members, its guests, invitees, and/or its patrons, at its own expense. The Association further agrees that under this Agreement, the permitted premises shall be clean and orderly upon the expiration, termination or cancellation of this Agreement, for whatever reason it may expire, be terminated or canceled. Moore Parks and Recreation staff will be available during the scheduled program times. The City agrees to perform the following regularly scheduled maintenance duties:

1. Empty trash receptacles that have been placed in designated areas after each session.
2. Cleaning of bathrooms, spectator areas and warm-up areas will be the responsibility of the Association during the times the Association uses the facility. The City will be responsible for the cleanliness of the facility at all other times.

The City and the Department reserve the right to inspect the premises at any time.

9. NOTICE

Notices or other communications to the City and the Trust pursuant to the provisions of this Agreement shall be sufficient if mailed, postage paid, addressed to the City:

Moore City Manager
301 N Broadway
Moore, Oklahoma 73160

Moore Parks and Recreation Department
700 S. Broadway
Moore, Oklahoma 73160

Notices of other communications to the Association pursuant to the provisions of this Agreement shall be sufficient if mailed, postage paid, addressed to the Association or such person or address as may be subsequently set forth.

Essential Table Tennis Organization

David Correa
General Manager
PH 405-444-3022
Cell 405-779-3284
1106 SE 59TH ST.
Oklahoma City, OK 73129
essentialbearing@gmail.com

10. REMOVAL OF PERSONAL PROPERTY

The Association shall provide a list of personal property at the permitted premises. The Association shall within thirty days after cancellation or termination of this Agreement, remove said property without damaging any property belonging to the City or the Trust.

11. MEMBERSHIP NONDISCRIMINATION

The Association agrees that it will not deny membership or participation to any person on the basis of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2).

12. FACILITIES NONDISCRIMINATION

The Association agrees not to discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2), in furnishing or refusing to furnish to such a person or persons the use of the permitted premises under this Agreement.

13. NO ASSIGNMENT

This Agreement shall not be assigned by the Association without the written permission of the City and Trust.

14. AGREEMENT CONSTRUED AS WHOLE

The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for, or against, either the Association, the City or the Trust.

15. COMPLETE AGREEMENT

This is the complete agreement between the parties and no additions, alterations, or changes in this Agreement shall be effective unless reduced to writing and signed by all parties hereto.

16. EXECUTION

This instrument may be executed in multiple counterparts, each of which shall be deemed on original.

17. RELOCATION

The City and the Trust reserve the right to relocate the Association and to move the permitted premises to another location provided, however, that it is adequately and equally equipped for Association play.

18. FORCE MAJURE

Neither party will be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes, to the extent beyond its reasonable control: Acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

19. LAWS

This Agreement shall be governed by the laws of the State of Oklahoma. Exclusive jurisdiction and venue for any action relating to this Agreement shall be solely in the District Court of Cleveland County, Oklahoma.

IN WITNESS WHEREOF, this Agreement was approved by the Trust this _____ day of _____, 20____.

Association Essential Table Tennis Organization

Print Name _____

Signature _____

Association President

IN WITNESS WHEREOF, this Agreement was approved by the City of Moore this _____ day of _____, 20____.

THE CITY OF MOORE

Brooks Mitchell, CITY MANAGER

PARKS & RECREATION DEPARTMENT

Sue Wood, DIRECTOR

Attest:

Vanessa Kemp, CITY CLERK

Approved as to form and legality the _____ day of _____, 20____.

Brian Miller, CITY ATTORNEY

RESOLUTION NO. 60.23

A RESOLUTION APPROVING THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT 2001 N. MOORE AVENUE IN THE CITY OF MOORE, APPROVING THE FINAL PURCHASE PRICE OF SAID REAL PROPERTY AND DIRECTING CITY MANAGER/DESIGNEE TO EXECUTE NECESSARY DOCUMENTS IN FURTHERANCE THEREOF.

WHEREAS, the City Council desires a worksite for several Public Works divisions in lieu of constructing Phase II of the Public Works facility; and,

WHEREAS, the City Council has identified certain real property located at 2001 N. Moore Avenue; legal: I-35 corridor market pl SEC 4 LT 2 which is available for purchase from Daniel J. Scotti; and,

WHEREAS, the City Council has previously approved the exchange of earnest money in the amount of \$50,000 and on 8/23/23 has agreed on a final purchase price of \$875,000 including the earnest money which leaves a balance of \$825,000; and

WHEREAS, the City Council desires to approve this real estate transaction and desires that City Council direct the City Manager/Designee to execute any documents necessary in furtherance of completion of the intended transaction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT CITY COUNCIL APPROVES OF THE PURCHASE OF REAL PROPERTY LOCATED AT 2001 N. MOORE AVENUE AND FURTHER APPROVES OF THE FINAL PURCHASE PRICE OF \$875,000 WHICH INCLUDES \$50,000 OF EARNEST MONEY PREVIOUSLY APPROVED BY CITY COUNCIL AND CITY COUNCIL DIRECTS THE CITY MANAGER/DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE THIS TRANSACTION.

PASSED AND APPROVED on this ____ day of _____, 2023.

GLENN LEWIS, Mayor

ATTEST (seal)

VANESSA KEMP, City Clerk

APPROVED AS TO FORM AND LEGALITY:

BRIAN K. MILLER, City Attorney

CLAIMS FOR RATIFICATION
MOORE PUBLIC WORKS AUTHORITY
COUNCIL MEETING SEPTEMBER 18, 2023

Moore City Council
M.P.W.A. 2023-2024
Vendor & Employee Claims

Moore, OK Purchase Order Claim Register



Fund: 02 - Risk Management

Check Run : 083123

Department: 025 - Risk Management

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240910	1222	BOSS PRINT DESIGN, INC	WRAP INSTALL FOR DAMAGED POLICE VEHICLE #20-264	8/9/2023	96776	110.00
		02010250 - 52362 -	Collision Repairs			
240990	3096	CLASSEN URGENT CARE CLINIC LLC	CITY OF MOORE EMPLOYEE ON-SITE HEALTH CLINIC	8/1/2023	97016	15.00
		02010250 - 52710 -	Health Claims			
240341	530	SIMPSON, DENISE	MEDICARE REIMBURSEMENT JULY 2023-JUNE 2024	8/1/2023	97292	236.83
		02010250 - 52725 -	Medicare Reimbursement			
240343	1008	JANUARY, JEN	MEDICARE REIMBURSEMENT JULY 2023-JUNE 2024	8/1/2023	97326	300.00
		02010250 - 52725 -	Medicare Reimbursement			
240273	180	FRASER, KEN	MEDICARE REIMBURSEMENT JULY 2023-JUNE 2024	9/1/2023	97327	300.00
		02010250 - 52725 -	Medicare Reimbursement			
241100	3715	ARCHIVESOCIAL, INC.	Social Media Archiving Subscription	7/25/2023	97357	2,994.00
		02010250 - 52360 -	Professional Services			
240313	3000	ASSURED BENEFITS ADMINISTRATORS INC	MONTHLY TPA SERVICE FEE FOR HEALTH PLAN	9/1/2023	97367	6,922.80
		02010250 - 52605 -	PPO Network Fees			
240313	3000	ASSURED BENEFITS ADMINISTRATORS INC	MONTHLY TPA SERVICE FEE FOR HEALTH PLAN	9/1/2023	97367	360.00
		02010250 - 52655 -	COBRA Administration			
240313	3000	ASSURED BENEFITS ADMINISTRATORS INC	MONTHLY TPA SERVICE FEE FOR HEALTH PLAN	9/1/2023	97367	9,450.00
		02010250 - 52670 -	TPA Health Claims Services			
240313	3000	ASSURED BENEFITS ADMINISTRATORS INC	MONTHLY TPA SERVICE FEE FOR HEALTH PLAN	9/1/2023	97367	144.00
		02010250 - 52675 -	HSA Fees			
240313	3000	ASSURED BENEFITS ADMINISTRATORS INC	MONTHLY TPA SERVICE FEE FOR HEALTH PLAN	9/1/2023	97367	62,927.60
		02010250 - 52705 -	Excess Insurance			
240284	493	ALMA BUMGARNER	MEDICARE REIMBURSEMENT JULY 2023-JUNE 2024	8/7/2023	97379	300.00
		02010250 - 52725 -	Medicare Reimbursement			
240271	174	GARY TIPPS	MEDICARE REIMBURSEMENT JULY 2023-JUNE 2024	8/7/2023	97381	162.08
		02010250 - 52725 -	Medicare Reimbursement			
240320	3449	YOUR HEALTH LLC	MONTHLY INCUMBENT FIRE PHYSICALS JULY-AUG	8/29/2023	97545	3,850.00
		02010250 - 52645 -	Physicals, Drug Testing, Etc.			
240336	324	BARBARA ARNETT	MEDICARE REIMBURSEMENT JULY 2023-JUNE 2024	8/7/2023	97600	300.00
		02010250 - 52725 -	Medicare Reimbursement			

Department Total :	88,372.31
Fund Total :	88,372.31

Moore, OK Purchase Order Claim Register



Fund: 05 - Moore Public Works Authority

Check Run : 083123

Department: 035 - General Government

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240518	284	OKLAHOMA DEPT OF ENVIR QUALITY 05010350 - 52360 -	PWS ID OK2001412 ANNUAL PUBLIC WATER SUPPLY Professional Services	7/10/2023	95668	2,002.70
240519	284	OKLAHOMA DEPT OF ENVIR QUALITY 05010350 - 52360 -	ANNUAL NON-INDUSTRIAL DISCHARGE PERMIT Professional Services	7/10/2023	95669	17,410.69
240760	2855	PRESORT FIRST CLASS 05010350 - 52000 -	PRINTING & MAILING OF WATER BILL, ESTIMATED Printing & Publications	8/8/2023	96816	825.83
240069	666	BANK OF OKLAHOMA 05010350 - 54505 -	ORF-08-0002-CWA Debt Service - OWRB \$42M Loan	9/1/2023	97113	228,966.29
240070	666	BANK OF OKLAHOMA 05010350 - 54512 -	FAP-19-0003-L LOAN PAYMENTS Debt Service - 2019 OWRB	9/1/2023	97114	69,479.61
240081	666	BANK OF OKLAHOMA 05010350 - 54510 -	ORF-10-0012-CW Debt Service - OWRB \$6M Loan	9/1/2023	97115	35,002.58
240082	666	BANK OF OKLAHOMA 05010350 - 54500 -	ORF-08-0002-CW Debt Service - 2009 OWRB	9/1/2023	97116	13,177.91
240451	103	OKLAHOMA GAS & ELECTRIC 05010350 - 52100 -	ELECTRICITY Electricity	8/17/2023	97221	552.08
241138	479	JANA FERRELL & ASSOC, LLC 05010350 - 52360 -	COLLECTION FEES PERIOD 07/01/2023 TO 07/31/2023 Professional Services	7/31/2023	97433	24.92
240200	1727	OKLAHOMA NATURAL GAS 05010350 - 52105 -	NATURAL GAS, COMBINED Natural Gas	8/23/2023	97465	315.95

Department Total : 367,758.56

Department: 066 - Sanitation

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240946	1214	MOORE TAG AGENCY, INC 05040660 - 52545 -	TAG FOR SANITATION TRUCK Miscellaneous Services & Charg	8/10/2023	96940	91.50
240931	4015	EXPRESS SERVICES INC 05040660 - 52350 -	Temporary workers from Express Personnel Temporary Labor	8/15/2023	97309	164.48
241058	1734	WALMART COMMUNITY 05040660 - 51250 -	Oscillating Fan for the Wash Rack Hut Misc. Materials & Supplies	8/23/2023	97313	42.97

Department Total : 298.95

Fund Total : 368,057.51

CLAIMS FOR RATIFICATION
MOORE PUBLIC WORKS AUTHORITY
COUNCIL MEETING SEPTEMBER 18, 2023

Moore City Council
M.P.W.A. 2023-2024
Vendor & Employee Claims

Moore, OK Purchase Order Claim Register



Fund: 02 - Risk Management

Check Run : 090723

Department: 025 - Risk Management

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240308	2751	HEALTHCAREEXPRESS	MONTHLY PRE-EMPLOYMENT/RANDOM DRUG TESTING	8/15/2023	97050	175.00
		02010250 - 52645 -	Physicals, Drug Testing, Etc.			
240346	2374	JERRY LUCAS	MEDICARE REIMBURSEMENT JULY 2023-JUNE 2024	9/1/2023	97641	218.39
		02010250 - 52725 -	Medicare Reimbursement			
240307	2671	TWO OAKS INVESTMENTS, LLC	MONTHLY TPA SERVICES FOR WC/GL 7-23-12-23	9/1/2023	97664	1,700.00
		02010250 - 52665 -	TPA WC/GL Services			
240298	990	JOHN BARNETT	MEDICARE REIMBURSEMENT JULY 2023-JUNE 2024	9/1/2023	97665	275.90
		02010250 - 52725 -	Medicare Reimbursement			
230101	1773	KEN STREETER	MEDICARE OPT-OUT REIMBURSEMENT	6/30/2023	97704	1,800.00
		02010250 - 52725 -	Medicare Reimbursement			
240288	519	GENE MILLER	MEDICARE REIMBURSEMENT JULY 2023-JUNE 2024	7/3/2023	97706	900.00
		02010250 - 52725 -	Medicare Reimbursement			
240279	326	GARY BENEFIELD	MEDICARE REIMBURSEMENT JULY 2023-JUNE 2024	9/1/2023	97758	279.70
		02010250 - 52725 -	Medicare Reimbursement			
240277	316	STEWART, LINDA	MEDICARE REIMBURSEMENT JULY 2023-JUNE 2024	9/5/2023	97763	300.00
		02010250 - 52725 -	Medicare Reimbursement			
241219	3286	NORMAN FENCE COMPANY L&C OWNERS LLC	REPAIR OF DAMAGED FENCING	9/1/2023	97765	1,785.00
		02010250 - 52361 -	Repairs from Insurance Proceed			
240286	500	STAN DRAKE	MEDICARE REIMBURSEMENT JULY 2023-JUNE 2024	6/5/2023	97779	505.41
		02010250 - 52725 -	Medicare Reimbursement			
Department Total :						7,939.40
Fund Total :						7,939.40

Moore, OK Purchase Order Claim Register



Fund: 05 - Moore Public Works Authority

Check Run : 090723

Department: 035 - General Government

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
240760	2855	PRESORT FIRST CLASS 05010350 - 52000 -	PRINTING & MAILING OF WATER BILL, ESTIMATED Printing & Publications	8/14/2023	97004	653.69
240602	269	OKLAHOMA ENVELOPE CO. 05010350 - 52000 -	CM001 AND CM007 PRESORT INSERTS Printing & Publications	8/17/2023	97106	4,158.00
240260	2855	PRESORT FIRST CLASS 05010350 - 51200 -	MAILING FEES 1 YEAR ESTIMATED POSTAGE Postage	9/1/2023	97246	15,000.00
240451	103	OKLAHOMA GAS & ELECTRIC 05010350 - 52100 -	ELECTRICITY Electricity	8/23/2023	97421	3,490.37
240451	103	OKLAHOMA GAS & ELECTRIC 05010350 - 52100 -	ELECTRICITY Electricity	8/25/2023	97611	82.71
240450	103	OKLAHOMA GAS & ELECTRIC 05010350 - 52100 -	ELECTRICITY COMBINED WELLS Electricity	8/26/2023	97691	44,589.50
240112	80	KONE INC 05010350 - 52260 -	ELEVATOR MAINTENANCE COVERAGE Building Maintenance/Repair	9/1/2023	97701	1,010.55
241040	3570	THE WATERMAN GROUP LLC 05010350 - 52425 -	WATER RIGHTS Water Rights	7/31/2023	97783	14,626.04
241040	3570	THE WATERMAN GROUP LLC 05010350 - 52425 -	WATER RIGHTS Water Rights	8/31/2023	97784	16,248.26
Department Total :						99,859.12

Department: 066 - Sanitation

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
241038	2533	SPARQ NATURAL GAS, LLC 05040660 - 51075 -	CNG USAGE FOR PUBLIC WORKS YEAR 2023-2024 Fuel	8/16/2023	97186	12,162.79
240421	1872	WRIGHT EXPRESS FSC 05040660 - 51075 -	CITY WIDE FUEL USAGE Fuel	8/31/2023	97642	1,754.68
Department Total :						13,917.47
Fund Total :						113,776.59

Price Edwards & Co, LLC

INVOICE

PAYMENT TO:

Price Edwards & Co, LLC
210 Park Ave, Suite 700
Oklahoma City, OK 73102
Phone 405-843-7474 Fax 405-236-1849

DATE: September 22, 2023
INVOICE# 20230922

Bill To:

THE CITY OF MOORE

DESCRIPTION	AMOUNT
2001 N MAY AVE I-35 CORRIDOR MARKET PL SEC 4 LT 2 COMMISSION	\$26,250.00
TOTAL	\$ 26,250.00

Make all checks payable to Price Edwards & Co

THANK YOU FOR YOUR BUSINESS!

**RISK MANAGEMENT PROGRAM CLAIMS AND EXPENSES FOR
SEPTEMBER 18, 2023**

<u>Description</u>	<u>Amount</u>
Health Claims	264,934.82
Workers' Compensation Claims	6,989.08
General Liability Claims	0.00
Total	\$271,923.90

Check Register From History

City of Moore

(70009)

First Fidelity Bank

Reporting From 9/5/2023 Thru 9/5/2023

Check Number	Chk/ EFT	Check Date	Type Expenses	CVG TYPE	EMP/ DEP	Over Spec	Check Amount	Claim Number	Payee	
00713389	C	9/5/2023	Expense	EX22	EMP		\$19.19	2023-241000007-0000	HUNTER LANE, LLC	
00713390	C	9/5/2023	Drug	DRUG	EMP		\$48,220.56	2023-241000008-0000	HUNTER LANE, LLC	
00713391	C	9/5/2023	Expense	EX22	EMP		\$4.41	2023-241000009-0000	HUNTER LANE, LLC	
00713392	C	9/5/2023	Expense	EX22	EMP		\$7.00	2023-241000010-0000	HUNTER LANE, LLC	
00713393	C	9/5/2023	Expense	EX22	EMP		\$925.00	2023-241000011-0000	HUNTER LANE, LLC	
5 Checks Paid: \$49,176.16 ✓							Electronic Payments: \$0.00		0 Total Adjustments: \$0.00	
5 Payments: \$49,176.16										
Reserve Income:				\$0.00						

Check Register From History

City of Mooré (70009)

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First Fidelity Bank

Reporting From 9/5/2023 Thru 9/5/2023

Check Number	Chk/ EFT	Check Date	Type Expenses	CVG TYPE	EMP/ DEP	Over Spec	Check Amount	Claim Number	Payee
00713394	C	9/5/2023	Medical	0039	EMP		\$157.59	2023-204001582-0000	INTEGRIS MEDICAL GROUP
00713395	C	9/5/2023	Medical	0013	EMP		\$36.95	2023-205000492-0000	DIAGNOSTIC LABORATORY
00713396	C	9/5/2023	Medical	0153	EMP		\$25.48	2023-204001637-0000	MEDICAL RESOURCE
00713397	C	9/5/2023	Medical	0010	DEP		\$140.91	2023-205000599-0000	SAINTS MEDICAL GROUP-LLC
00713398	C	9/5/2023	Medical	0013	EMP		\$267.72	2023-204000806-0000	DIGESTIVE DISEASE
00713399	C	9/5/2023	Medical	0187	EMP		\$481.40	2023-204000808-0000	DIGESTIVE DISEASE
00713400	C	9/5/2023	Medical	0010	EMP		\$152.70	2023-204000844-0000	NHUNG H. PHAM PA-C
00713401	C	9/5/2023	Medical	WELL	EMP		\$42.87	2023-204001497-0000	NORMAN REGIONAL
00713402	C	9/5/2023	Medical	0004	EMP		\$2,509.96	2023-207000187-0000	INTEGRIS SOUTHWEST
00713403	C	9/5/2023	Medical	QPAP	EMP		\$268.52	2023-230000156-0000	EMERGENCY SERVICES OF
00713404	C	9/5/2023	Medical	0039	EMP		\$87.11	2023-204000873-0000	CLASSEN FAMILY PRACTICE
00713405	C	9/5/2023	M/N	0020	DEP		\$103.25	2023-204001839-0000	SPECTRUM BEHAVIORAL
00713406	C	9/5/2023	Medical	0153	DEP		\$288.45	2023-204001802-0000	HEALTHCARE EXPRESS
00713407	C	9/5/2023	Medical	0153	DEP		\$53.60	2023-204001805-0000	HEALTHCARE EXPRESS
00713408	C	9/5/2023	Medical	0010	EMP		\$103.85	2023-204001547-0000	NORMAN UROLOGY
00713409	C	9/5/2023	Medical	0066	DEP		\$89.88	2023-204000650-0000	BREAST CARE SPECIALISTS
00713410	C	9/5/2023	Medical	0010	EMP		\$201.00	2023-204001516-0000	MCBRIDE ORTHOPEDIC-
00713411	C	9/5/2023	Medical	0017	DEP		\$40.00	2023-204001848-0000	OPTC COMPLETE REHAB, LLC
00713412	C	9/5/2023	Medical	0017	DEP		\$65.00	2023-204001849-0000	OPTC COMPLETE REHAB, LLC
00713413	C	9/5/2023	Medical	0153	EMP		\$78.30	2023-204000874-0000	CLASSEN URGENT CARE
00713414	C	9/5/2023	Medical	0010	DEP		\$192.40	2023-204001559-0000	BALANCE WOMEN HEALTH
00713415	C	9/5/2023	Medical	0010	EMP		\$119.34	2023-204000527-0000	OKLAHOMA ARTHRITIS
00713416	C	9/5/2023	Medical	0013	EMP		\$13.01	2023-205000494-0000	DIAGNOSTIC LABORATORY
00713417	C	9/5/2023	Medical	0010	DEP		\$111.20	2023-204000323-0000	PERINATAL CENTER OF
00713418	C	9/5/2023	M/N	0020	DEP		\$225.00	2023-204000929-0000	PSYCHIATRIC HEALTH
00713419	C	9/5/2023	M/N	0020	DEP		\$225.00	2023-205000583-0000	PSYCHIATRIC HEALTH
00713420	C	9/5/2023	Medical	0039	DEP		\$133.25	2023-204001548-0000	VICTORIA MILLS DO PC
00713421	C	9/5/2023	Medical	0013	EMP		\$17.17	2023-205000495-0000	DIAGNOSTIC LABORATORY
00713422	C	9/5/2023	Medical	0017	DEP		\$36.00	2023-204000787-0000	RINDERMANN P T PLLC
00713423	C	9/5/2023	Medical	0018	EMP		\$40.50	2023-204000311-0000	JACKSON CHIROPRACTIC
00713424	C	9/5/2023	Medical	0018	DEP		\$40.50	2023-204000312-0000	JACKSON CHIROPRACTIC

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Check Number	Chk/ EFT	Check Date	Type Expenses	CVG TYPE	EMP/ DEP	Over Spec	Check Amount	Claim Number	Payee
00713425	C	9/5/2023	Medical	0010	DEP		\$28.90	2023-204000327-0000	INTEGRATIVE MEDICAL
00713426	C	9/5/2023	Medical	0010	EMP		\$62.64	2023-204001073-0000	OHH PHYSICIANS, LLC
00713427	C	9/5/2023	Medical	0013	DEP		\$21.72	2023-208000418-0000	DIAGNOSTIC LABORATORY
00713428	C	9/5/2023	Medical	0068	DEP		\$118.92	2023-204000544-0000	SAINTS MEDICAL GROUP LLC
00713429	C	9/5/2023	Medical	0010	DEP		\$48.91	2023-204001071-0000	SAINTS MEDICAL GROUP LLC
00713430	C	9/5/2023	Medical	0013	EMP		\$57.55	2023-204000491-0000	DIAGNOSTIC LABORATORY
00713431	C	9/5/2023	M/N	0020	EMP		\$71.81	2023-204001294-0000	OLIVIA PIERCE
00713432	C	9/5/2023	Medical	0068	DEP		\$131.49	2023-204001773-0000	NORMAN PEDIATRIC
00713433	C	9/5/2023	Medical	0068	DEP		\$148.92	2023-204001775-0000	NORMAN PEDIATRIC
00713434	C	9/5/2023	Medical	0153	DEP		\$50.68	2023-204000568-0000	MEDICAL RESOURCE
00713435	C	9/5/2023	Medical	0011	EMP		\$175.80	2023-229000051-0000	ANESTHESIA MEDICAL
00713436	C	9/5/2023	Medical	SUR3	DEP		\$100.88	2023-205000459-0000	YAOHAN LAM DERMATOLOGY
00713437	C	9/5/2023	Medical	0013	DEP		\$148.70	2023-204001560-0000	LABCORP DALLAS
00713438	C	9/5/2023	Medical	0013	DEP		\$19.61	2023-205000489-0000	DIAGNOSTIC LABORATORY
00713439	C	9/5/2023	Medical	0035	EMP		\$82.06	2023-204001576-0000	OU HEALTH PARTNERS INC
00713440	C	9/5/2023	Medical	0010	DEP		\$149.95	2023-204001507-0000	MERCY CLINIC OKLAHOMA
00713441	C	9/5/2023	Misc	DIRC	EMP		\$481.00	2023-235003643-0000	CONNECT DME LLC
00713442	C	9/5/2023	M/N	0020	DEP		\$71.81	2023-204001862-0000	FERGUSON THERAPY
00713443	C	9/5/2023	Medical	0004	DEP		\$97.88	2023-205000380-0000	NORMAN REGIONAL
00713444	C	9/5/2023	Medical	0012	DEP		\$8.87	2023-204000530-0000	NRHS RADIOLOGY
00713445	C	9/5/2023	Medical	XRY2	DEP		\$112.21	2023-204001707-0000	PERINATAL CENTER OF
00713446	C	9/5/2023	Medical	0013	DEP		\$419.09	2023-233000913-0000	NATERA INC
00713447	C	9/5/2023	Medical	0013	EMP		\$19.61	2023-204000474-0000	DIAGNOSTIC LABORATORY
00713448	C	9/5/2023	Medical	WELL	DEP		\$79.21	2023-204000529-0000	NRHS RADIOLOGY
00713449	C	9/5/2023	Medical	0010	EMP		\$90.65	2023-204000641-0000	PRIMARY CARE SOUTH OKC
00713450	C	9/5/2023	Medical	0010	EMP		\$70.84	2023-204000392-0000	SUMMIT HEALTH AND
00713451	C	9/5/2023	Medical	0017	DEP		\$36.00	2023-204000788-0000	RINDERMANN P T PLLC
00713452	C	9/5/2023	Medical	0010	DEP		\$142.02	2023-204000442-0000	ROYAL EYE CARE LLC
00713453	C	9/5/2023	M/N	0020	DEP		\$71.20	2023-205000653-0000	CHRISTIAN COUNSELING
00713454	C	9/5/2023	Medical	WELL	DEP		\$18.17	2023-204000494-0000	DIAGNOSTIC LABORATORY
00713455	C	9/5/2023	Medical	0039	DEP		\$116.93	2023-213001095-0000	R BRUCE PARKER MD

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Check Number	Chk/ EFT	Check Date	Type Expenses	CVG TYPE	EMP/ DEP	Over Spec	Check Amount	Claim Number	Payee
00713456	C	9/5/2023	Medical	WELL	DEP		\$59.12	2023-236000526-0000	BREAST CARE SPECIALISTS
00713457	C	9/5/2023	Misc	DIRC	DEP		\$650.34	2023-235003645-0000	CONNECT DME LLC
00713458	C	9/5/2023	Misc	DIRC	EMP		\$492.30	2023-235003647-0000	CONNECT DME LLC
00713459	C	9/5/2023	M/N	0020	EMP		\$81.37	2023-204000398-0000	COUNSELING WITH A TWIST
00713460	C	9/5/2023	Medical	0010	EMP		\$31.19	2023-204000855-0000	ELITE PAIN MANAGEMENT LLC
00713461	C	9/5/2023	M/N	0020	DEP		\$143.01	2023-204001787-0000	AMANDA BRANDON
00713462	C	9/5/2023	Medical	0010	EMP		\$78.30	2023-204000876-0000	CLASSEN URGENT CARE
00713463	C	9/5/2023	Medical	0027	DEP		\$188.31	2023-204001075-0000	NORMAN REGIONAL ER
00713464	C	9/5/2023	Medical	0187	EMP		\$302.15	2023-204000632-0000	SOUTHWEST
00713465	C	9/5/2023	Medical	0013	EMP		\$162.95	2023-204001844-0000	PATHOLOGY GROUP PC
00713466	C	9/5/2023	Medical	0013	EMP		\$38.93	2023-205000502-0000	DIAGNOSTIC LABORATORY
00713467	C	9/5/2023	Medical	0010	EMP		\$34.49	2023-204000679-0000	INTEGRIS MEDICAL GROUP
00713468	C	9/5/2023	Medical	0013	EMP		\$41.02	2023-205000498-0000	DIAGNOSTIC LABORATORY
00713469	C	9/5/2023	Medical	0010	DEP		\$39.19	2023-204000724-0000	NORMAN PEDIATRIC
00713470	C	9/5/2023	M/N	0020	EMP		\$111.17	2023-204000774-0000	BRANDI RICKETTS

77 Checks Paid: \$12,055.78 ✓

Electronic Payments: \$0.00

0 Total Adjustments: \$0.00

77 Payments: \$12,055.78

Reserve Income: \$0.00

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Reporting From 8/28/2023 Thru 8/28/2023

Check Number	Chk/ EFT	Check Date	Type Expenses	CVG TYPE	EMP/ DEP	Over Spec	Check Amount	Claim Number	Payee	
00713242	C	8/28/2023	Expense	EX22	EMP		\$1,963.50	2023-228000026-0000	TELADOC INC	
00713243	C	8/28/2023	Drug	DRUG	EMP		\$65,126.56	2023-228000005-0000	HUNTER LANE, LLC	
00713244	C	8/28/2023	Expense	EX22	EMP		\$2.40	2023-228000006-0000	HUNTER LANE, LLC	
3 Checks Paid: \$67,092.46 ✓							Electronic Payments: \$0.00		0 Total Adjustments: \$0.00	
3 Payments: \$67,092.46										
Reserve Income:			\$0.00							

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Reporting From 8/28/2023 Thru 8/28/2023

Check Number	Chk/ EFT	Check Date	Type Expenses	CVG TYPE	EMP/ DEP	Over Spec	Check Amount	Claim Number	Payee
00713245	C	8/28/2023	Medical	0153	DEP		\$48.29	2023-197001657-0000	MEDICAL RESOURCE
00713246	C	8/28/2023	Medical	0004	DEP		\$2,386.58	2023-204000149-0000	NORMAN REGIONAL
00713247	C	8/28/2023	Medical	0027	DEP		\$126.13	2023-204001076-0000	NORMAN REGIONAL ER
00713248	C	8/28/2023	Medical	WELL	DEP		\$59.01	2023-204000270-0000	INTEGRIS BAPTIST MEDICAL
00713249	C	8/28/2023	Medical	0153	EMP		\$54.00	2023-197001461-0000	QUICK URGENT CARE
00713250	C	8/28/2023	Medical	0035	EMP		\$148.89	2023-197001509-0000	INTEGRIS CARDIOVASCULAR
00713251	C	8/28/2023	Medical	0035	EMP		\$36.39	2023-197001510-0000	INTEGRIS CARDIOVASCULAR
00713252	C	8/28/2023	Medical	0035	EMP		\$139.77	2023-197002226-0000	INTEGRIS CARDIOVASCULAR
00713253	C	8/28/2023	Medical	0004	EMP		\$5,093.26	2023-229000183-0000	INTEGRIS SOUTHWEST
00713254	C	8/28/2023	M/N	0020	EMP		\$71.20	2023-197002239-0000	ASSESSMENT INC
00713255	C	8/28/2023	Medical	WELL	EMP		\$1,036.50	2023-204000195-0000	INTEGRIS DDSI ENDOSCOPY
00713256	C	8/28/2023	Medical	0153	DEP		\$99.00	2023-197001286-0000	IMMEDIATE CARE OF
00713257	C	8/28/2023	Medical	0010	DEP		\$81.59	2023-197002051-0000	NORMAN CARDIOVASCULAR
00713258	C	8/28/2023	Medical	0010	EMP		\$99.00	2023-204000308-0000	IMMEDIATE CARE OF
00713259	C	8/28/2023	M/N	0020	DEP		\$83.70	2023-204000316-0000	SPECTRUM BEHAVIORAL
00713260	C	8/28/2023	Medical	0035	DEP		\$48.46	2023-197001839-0000	SAINTS MEDICAL GROUP, LLC
00713261	C	8/28/2023	Medical	0010	DEP		\$150.20	2023-199000503-0000	OKLAHOMA
00713262	C	8/28/2023	Medical	DXL3	DEP		\$91.73	2023-199000555-0000	OKLAHOMA
00713263	C	8/28/2023	Medical	0004	DEP		\$1,953.90	2023-200000275-0000	OU MEDICINE INC
00713264	C	8/28/2023	Medical	0017	DEP		\$40.00	2023-197001514-0000	OPTC COMPLETE REHAB, LLC
00713265	C	8/28/2023	Medical	0015	DEP		\$1,791.56	2023-197002011-0000	HANGER PROSTHETICS AND
00713266	C	8/28/2023	Medical	0017	DEP		\$40.00	2023-197002235-0000	OPTC COMPLETE REHAB, LLC
00713267	C	8/28/2023	Medical	0076	DEP		\$65.00	2023-197002237-0000	OPTC COMPLETE REHAB, LLC
00713268	C	8/28/2023	Medical	0076	DEP		\$65.00	2023-197002238-0000	OPTC COMPLETE REHAB, LLC
00713269	C	8/28/2023	Medical	0015	DEP		\$88.80	2023-199000415-0000	AVEANNA HEALTHCARE
00713270	C	8/28/2023	Medical	0015	DEP		\$20.90	2023-199000416-0000	AVEANNA HEALTHCARE
00713271	C	8/28/2023	Medical	0004	DEP		\$8,033.25	2023-208000124-0000	INTEGRIS BAPTIST MEDICAL
00713272	C	8/28/2023	Medical	0010	DEP		\$46.74	2023-197002268-0000	THE PHYSICIANS GROUP, LLC
00713273	C	8/28/2023	Medical	0010	DEP		\$48.21	2023-199000518-0000	FALLING WATER MED ASSOC,
00713274	C	8/28/2023	Misc	0100	EMP		\$503.33	2023-233002345-0000	MedWatch, LLC
00713275	C	8/28/2023	Medical	0021	DEP		\$596.70	2023-197001295-0000	AFFILIATED

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Check Number	Chk/ EFT	Check Date	Type Expenses	CVG TYPE	EMP/ DEP	Over Spec	Check Amount	Claim Number	Payee
00713276	C	8/28/2023	Medical	0076	DEP		\$36.00	2023-199000231-0000	HOLLAND PEDIATRIC
00713277	C	8/28/2023	Medical	0017	DEP		\$58.50	2023-200000519-0000	HOLLAND PEDIATRIC
00713278	C	8/28/2023	Medical	0153	DEP		\$25.48	2023-197001649-0000	MEDICAL RESOURCE
00713279	C	8/28/2023	Medical	0012	DEP		\$67.53	2023-199000468-0000	RADIOLOGY ASSOCIATES LLC
00713280	C	8/28/2023	Medical	0004	EMP		\$2,197.49	2023-213000512-0000	NORMAN REGIONAL
00713281	C	8/28/2023	Medical	0153	DEP		\$78.30	2023-197001215-0000	CLASSEN URGENT CARE
00713282	C	8/28/2023	Medical	0153	EMP		\$78.30	2023-197001204-0000	CLASSEN URGENT CARE
00713283	C	8/28/2023	Medical	0153	EMP		\$78.30	2023-197001973-0000	CLASSEN URGENT CARE
00713284	C	8/28/2023	Medical	SUR2	EMP		\$362.98	2023-197002058-0000	NORMAN UROLOGY
00713285	C	8/28/2023	Medical	0010	DEP		\$68.72	2023-197002053-0000	ORTHO CENTRAL
00713286	C	8/28/2023	Medical	0013	DEP		\$449.70	2023-201001049-0000	GENOVA DIAGNOSTICS INC
00713287	C	8/28/2023	Medical	0017	DEP		\$36.00	2023-197001925-0000	RINDERMANN P T PLLC
00713288	C	8/28/2023	Medical	0017	DEP		\$36.00	2023-197001926-0000	RINDERMANN P T PLLC
00713289	C	8/28/2023	Medical	LAB3	EMP		\$119.59	2023-199000548-0000	PATHOLOGY LAB
00713290	C	8/28/2023	Medical	WELL	DEP		\$59.12	2023-199000628-0000	BREAST CARE SPECIALISTS
00713291	C	8/28/2023	Medical	0153	DEP		\$78.30	2023-197001976-0000	CLASSEN URGENT CARE
00713292	C	8/28/2023	Medical	0153	DEP		\$78.30	2023-197001977-0000	CLASSEN URGENT CARE
00713293	C	8/28/2023	Medical	0010	EMP		\$25.48	2023-199000220-0000	MICHAEL D JOHN MD PC
00713294	C	8/28/2023	Medical	0004	EMP		\$148.94	2023-204000146-0000	OKLAHOMA HEART HOSPITAL
00713295	C	8/28/2023	Medical	0039	EMP		\$470.05	2023-197001502-0000	INTEGRIS MEDICAL GROUP
00713296	C	8/28/2023	Medical	0018	EMP		\$9.00	2023-204000304-0000	PROACTIVE CHIROPRACTIC
00713297	C	8/28/2023	Medical	0010	EMP		\$42.61	2023-199000552-0000	JOSHUA S WEINGARTNER MD
00713298	C	8/28/2023	Misc	0100	DEP		\$352.33	2023-233002483-0000	MedWatch, LLC
00713299	C	8/28/2023	Medical	0153	EMP		\$78.30	2023-197001206-0000	CLASSEN URGENT CARE
00713300	C	8/28/2023	Medical	0012	EMP		\$13.85	2023-205000866-0000	OU HEALTH PARTNERS INC
00713301	C	8/28/2023	Medical	0035	EMP		\$436.67	2023-205000868-0000	OU HEALTH PARTNERS INC
00713302	C	8/28/2023	Medical	0012	EMP		\$14.97	2023-221003341-0000	OU HEALTH PARTNERS INC
00713303	C	8/28/2023	Medical	0035	EMP		\$161.22	2023-221003342-0000	OU HEALTH PARTNERS INC
00713304	C	8/28/2023	Medical	0012	EMP		\$28.82	2023-221003344-0000	OU HEALTH PARTNERS INC
00713305	C	8/28/2023	Medical	0012	DEP		\$28.82	2023-221003350-0000	OU HEALTH PARTNERS INC
00713306	C	8/28/2023	Medical	0035	DEP		\$436.67	2023-221003351-0000	OU HEALTH PARTNERS INC

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Check Number	Chk/EFT	Check Date	Type Expenses	CVG TYPE	EMP/DEP	Over Spec	Check Amount	Claim Number	Payee
00713307	C	8/28/2023	Medical	QPAP	DEP		\$257.18	2023-221003352-0000	EMERGENCY PHYSICIANS OF
00713308	C	8/28/2023	Medical	0013	DEP		\$35,569.30	2023-221003353-0000	OU MEDICAL CENTER
00713309	C	8/28/2023	Medical	0015	DEP		\$311.04	2023-197001793-0000	MINIMED DISTRIBUTION
00713310	C	8/28/2023	Medical	LAB3	DEP		\$2.70	2023-197001500-0000	INTEGRIS MEDICAL GROUP
00713311	C	8/28/2023	Medical	0004	EMP		\$165.49	2023-204000240-0000	OKLAHOMA HEART HOSPITAL
00713312	C	8/28/2023	M/N	0020	EMP		\$71.20	2023-199000210-0000	OLIVIA PIERCE
00713313	C	8/28/2023	Medical	0153	EMP		\$34.41	2023-197001658-0000	MEDICAL RESOURCE
00713314	C	8/28/2023	Medical	0010	DEP		\$81.59	2023-197002269-0000	THE PHYSICIANS GROUP LLC
00713315	C	8/28/2023	Medical	0010	EMP		\$46.46	2023-215004578-0000	JULIE BOWMAN LOWE MD PC
00713316	C	8/28/2023	Medical	0010	EMP		\$31.54	2023-221003381-0000	OKLAHOMA
00713317	C	8/28/2023	Medical	0153	DEP		\$78.30	2023-197001209-0000	CLASSEN URGENT CARE
00713318	C	8/28/2023	Medical	0010	DEP		\$55.90	2023-197001980-0000	CLASSEN FAMILY PRACTICE
00713319	C	8/28/2023	Medical	0010	DEP		\$81.59	2023-199000627-0000	NORMAN REGIONAL
00713320	C	8/28/2023	Medical	0010	DEP		\$104.63	2023-197001156-0000	MERCY CLINIC OKLAHOMA
00713321	C	8/28/2023	Medical	DXL3	DEP		\$9.83	2023-199000685-0000	OHH PHYSICIANS, LLC
00713322	C	8/28/2023	Medical	0153	EMP		\$91.80	2023-201002906-0000	MERCY OKLAHOMA
00713323	C	8/28/2023	Medical	0010	DEP		\$46.74	2023-197001331-0000	MOORE MEDICAL CENTER
00713324	C	8/28/2023	Medical	0010	DEP		\$49.46	2023-199000188-0000	HERITAGE HEALTH SERVICES
00713325	C	8/28/2023	Medical	0015	EMP		\$128.25	2023-199000305-0000	OKLAHOMA SLEEP INSTITUTE
00713326	C	8/28/2023	Medical	LAB3	DEP		\$197.92	2023-199000809-0000	INTEGRIS MEDICAL GROUP
00713327	C	8/28/2023	Medical	0153	DEP		\$78.30	2023-197001205-0000	CLASSEN URGENT CARE
00713328	C	8/28/2023	Medical	0010	EMP		\$155.10	2023-197002214-0000	OU HEALTH PARTNERS INC
00713329	C	8/28/2023	Medical	0010	DEP		\$81.59	2023-197001386-0000	NORMAN NEUROSCIENCE
00713330	C	8/28/2023	Medical	0333	EMP		\$51.27	2023-201002745-0000	NORMAN REGIONAL
00713331	C	8/28/2023	Medical	0153	DEP		\$78.30	2023-199000596-0000	CLASSEN URGENT CARE
00713332	C	8/28/2023	Medical	XRY3	DEP		\$23.99	2023-199000562-0000	MERCY CLINIC OKLAHOMA
00713333	C	8/28/2023	Medical	XRY3	DEP		\$12.09	2023-213003091-0000	RADIOLOGY CONSULTANTS
00713334	C	8/28/2023	Medical	0153	EMP		\$78.30	2023-197001978-0000	CLASSEN URGENT CARE
00713335	C	8/28/2023	Medical	0010	DEP		\$49.46	2023-199000838-0000	NORMAN PEDIATRIC
00713336	C	8/28/2023	M/N	0020	DEP		\$142.40	2023-200000451-0000	RESTORE BEHAVIORAL
00713337	C	8/28/2023	Medical	0010	DEP		\$40.50	2023-199000060-0000	J ROWE CHIROPRACTIC

Check Register From History

City of Moore (70009)

City of Moore (79023)

First Fidelity Bank

Reporting From 8/28/2023 Thru 8/28/2023

Check Number	Chk/ EFT	Check Date	Type Expenses	CVG TYPE	EMP/ DEP	Over Spec	Check Amount	Claim Number	Payee
00713338	C	8/28/2023	Medical	0010	DEP		\$29.76	2023-197001739-0000	FUSION MD
00713339	C	8/28/2023	Medical	0021	DEP		\$59.55	2023-197002249-0000	MCGEE EYE INSTITUTE
00713340	C	8/28/2023	Medical	0035	DEP		\$57.17	2023-197002250-0000	MCGEE EYE INSTITUTE
00713341	C	8/28/2023	Medical	0010	DEP		\$19.07	2023-199000668-0000	MCGEE EYE INSTITUTE
00713342	C	8/28/2023	Medical	0010	EMP		\$97.76	2023-197002230-0000	INTEGRIS CARDIOVASCULAR
00713343	C	8/28/2023	Medical	0035	EMP		\$97.04	2023-197001266-0000	OHH PHYSICIANS, LLC
00713344	C	8/28/2023	Medical	0035	EMP		\$110.65	2023-197001267-0000	OHH PHYSICIANS, LLC
00713345	C	8/28/2023	Medical	0004	EMP		\$1,948.75	2023-213000510-0000	OKLAHOMA HEART HOSPITAL
00713346	C	8/28/2023	Medical	0035	DEP		\$1,702.47	2023-219000856-0000	OKLAHOMA ARTHRITIS
00713347	C	8/28/2023	Medical	0004	EMP		\$5,758.82	2023-230000034-0000	OKLAHOMA HEART HOSPITAL
00713348	C	8/28/2023	Medical	WELL	DEP		\$149.77	2023-197001812-0000	JULIE L WILEY, DO, PLLC
00713349	C	8/28/2023	Medical	0153	DEP		\$78.30	2023-199000594-0000	CLASSEN URGENT CARE
00713350	C	8/28/2023	Medical	0153	DEP		\$78.30	2023-199000595-0000	CLASSEN URGENT CARE
00713351	C	8/28/2023	Misc	DIRC	DEP		\$20,880.19	2023-230001851-0000	SURGERY CENTER OF
00713352	C	8/28/2023	Medical	XRY3	DEP		\$27.63	2023-197002061-0000	ORTHO CENTRAL
00713353	C	8/28/2023	Medical	0010	EMP		\$111.76	2023-197001467-0000	ORTHOPAEDIC SPORTS
00713354	C	8/28/2023	Medical	0010	DEP		\$85.83	2023-197001908-0000	BLAIR KIRKPATRICK, MD
00713355	C	8/28/2023	Medical	0004	DEP		\$13,478.77	2023-193000254-0000	OU MEDICAL CENTER
00713356	C	8/28/2023	Medical	0017	DEP		\$36.00	2023-197001928-0000	RINDERMANN P T PLLC
00713357	C	8/28/2023	Medical	0010	DEP		\$158.22	2023-197001887-0000	MERCY CLINIC OKLAHOMA
00713358	C	8/28/2023	Medical	XRY3	DEP		\$23.99	2023-199000561-0000	MERCY CLINIC OKLAHOMA
00713359	C	8/28/2023	Medical	0013	DEP		\$20.31	2023-204000462-0000	QUEST DIAGNOSTICS
00713360	C	8/28/2023	Medical	0013	DEP		\$38.88	2023-204000490-0000	QUEST DIAGNOSTICS
00713361	C	8/28/2023	Medical	XRY3	DEP		\$12.09	2023-213003092-0000	RADIOLOGY CONSULTANTS
00713362	C	8/28/2023	Medical	0004	DEP		\$4,657.73	2023-215000223-0000	HILLCREST MEDICAL CTR
00713363	C	8/28/2023	Medical	0153	EMP		\$78.30	2023-197001219-0000	CLASSEN URGENT CARE
00713364	C	8/28/2023	Medical	0004	EMP		\$4,447.81	2023-215000175-0000	MERCY HOSPITAL OKLAHOMA
00713365	C	8/28/2023	Misc	DIRC	DEP		\$325.00	2023-230001853-0000	SURGERY CENTER OF
00713366	C	8/28/2023	Medical	0010	DEP		\$68.84	2023-199000383-0000	MIDWEST NEPHROLOGY
00713367	C	8/28/2023	Medical	WELL	EMP		\$59.12	2023-197001880-0000	BREAST CARE SPECIALISTS
00713368	C	8/28/2023	Medical	0010	EMP		\$192.40	2023-204000305-0000	BALANCE WOMENS HEALTH

Check Register From History

City of Moore (70009)
 City of Moore (79023)

First Fidelity Bank

Reporting From 8/28/2023 Thru 8/28/2023

Check Number	Chk/ EFT	Check Date	Type Expenses	CVG TYPE	EMP/ DEP	Over Spec	Check Amount	Claim Number	Payee
00713369	C	8/28/2023	Medical	0076	DEP		\$36.00	2023-199000232-0000	HOLLAND PEDIATRIC
00713370	C	8/28/2023	Medical	0010	EMP		\$40.50	2023-204000310-0000	MOYER CHIROPRACTIC, INC.
00713371	C	8/28/2023	Medical	0010	DEP		\$48.91	2023-197001837-0000	SAINTS MEDICAL GROUP LLC
00713372	C	8/28/2023	Medical	0010	DEP		\$83.84	2023-197001838-0000	SAINTS MEDICAL GROUP LLC
00713373	C	8/28/2023	M/N	0020	DEP		\$71.20	2023-197001845-0000	AMANDA BRANDON
00713374	C	8/28/2023	Medical	0039	EMP		\$118.71	2023-197002130-0000	THE PHYSICIANS GROUP LLC
00713375	C	8/28/2023	Medical	0153	EMP		\$78.30	2023-197001972-0000	CLASSEN URGENT CARE
00713376	C	8/28/2023	Medical	0003	DEP		\$8,524.79	2023-194000321-0000	INTEGRIS SOUTHWEST
00713377	C	8/28/2023	Medical	0002	DEP		\$2,423.07	2023-208000092-0000	INTEGRIS SOUTHWEST
00713378	C	8/28/2023	Medical	WELL	EMP		\$1,580.00	2023-204000147-0000	OKLAHOMA CENTER FOR
00713379	C	8/28/2023	Medical	0010	EMP		\$69.60	2023-199000710-0000	RESTORATIVE HEALTH
00713380	C	8/28/2023	Medical	0066	DEP		\$47.03	2023-201002957-0000	EAGLE PARTNERS PLLC
00713381	C	8/28/2023	Misc	DIRC	EMP		\$365.00	2023-230001852-0000	SURGERY CENTER OF
00713382	C	8/28/2023	Medical	0010	EMP		\$144.58	2023-197001171-0000	BLAIR KIRKPATRICK, MD
00713383	C	8/28/2023	M/N	0020	EMP		\$71.20	2023-199000211-0000	ASSESSMENT INC
00713384	C	8/28/2023	Medical	0010	EMP		\$117.23	2023-199000505-0000	OKLAHOMA
00713385	C	8/28/2023	Medical	0010	DEP		\$91.27	2023-197001160-0000	OKLAHOMA
00713386	C	8/28/2023	Medical	0010	EMP		\$78.30	2023-199000593-0000	CLASSEN URGENT CARE
00713387	C	8/28/2023	Medical	0153	DEP		\$78.30	2023-199000597-0000	CLASSEN URGENT CARE
00713388	C	8/28/2023	Medical	0039	EMP		\$142.25	2023-197002129-0000	THE PHYSICIANS GROUP LLC

144 Checks Paid: \$136,610.42 ✓

Electronic Payments: \$0.00

0 Total Adjustments: \$0.00

144 Payments: \$136,610.42

Reserve Income: \$0.00



Check Register

City of Moore

Method Desc	Check Date	Claim # Claimant Name	Payee Payment Type	Service From Service To	Run ID	Amount	Check #
Check	09/07/2023	2050001005	Boyce, Vernon Temporary Total Disability	09/03/2023 09/09/2023	137136	\$953.18	307400
	09/07/2023	2050001032	Tammy C Raydon Court Reporter Fees	08/30/2023 08/30/2023	137137	\$413.75	307401
Total By - Method Desc: 2				Total for Method Desc:		\$1,366.93	\$1,366.93
Total Number of Checks: 3				Total Amount:		\$1,366.93	\$1,366.93



Check Register

City of Moore

Method Desc	Check Date	Claim # Claimant Name	Payee Payment Type	Service From Service To	Run ID	Amount	Check #
Check	08/31/2023	Combined Combined	COMPCHOICE LLC Medical	08/23/2023 08/23/2023	136983	\$5,622.15	307399
Total By - Method Desc: 1				Total for Method		Desc: \$5,622.15	\$5,622.15
Total Number of Checks: 2				Total Amount:		\$5,622.15	\$5,622.15

Ayes: Griffith, Blair, Hunt, Williams, Webb, Hamm
Nays: None
Absent: Lewis

MOORE PUBLIC WORKS AUTHORITY MEETING WAS RECESSED AND THE MOORE RISK MANAGEMENT MEETING WAS CONVENED AT 6:43 P.M.

Agenda Item Number 7 being:

CONSENT DOCKET:

- A) RECEIVE AND APPROVE THE MINUTES OF THE REGULAR MOORE RISK MANAGEMENT MEETING HELD AUGUST 7, 2023
- B) APPROVE AND RATIFY CLAIMS AND EXPENDITURES FOR FY 2023-2024 IN THE AMOUNT OF \$103,017.46.

Trustee Blair moved to approve the consent docket in its entirety, second by Trustee Williams. Motion carried unanimously.

Ayes: Griffith, Blair, Hunt, Williams, Webb, Hamm
Nays: None
Absent: Lewis

THE MOORE RISK MANAGEMENT MEETING WAS RECESSED AND THE MOORE ECONOMIC DEVELOPMENT AUTHORITY MEETING WAS CONVENED WITH CHAIRWOMAN MELISSA HUNT PRESIDING AT 6:44 P.M.

Agenda Item Number 8 being:

ROLL CALL

PRESENT: Griffith, Blair, Williams, Webb, Hamm, Hunt
ABSENT: Lewis

Agenda Item Number 9 being:

CONSENT DOCKET:

- A) RECEIVE AND APPROVE THE MINUTES OF THE REGULAR MOORE ECONOMIC DEVELOPMENT AUTHORITY MEETING HELD JULY 17, 2023.

Trustee Williams moved to approve the consent docket in its entirety, second by Trustee Webb. Motion carried unanimously.

Ayes: Griffith, Blair, Williams, Webb, Hamm, Hunt
Nays: None
Absent: Lewis

THE MOORE ECONOMIC DEVELOPMENT AUTHORITY MEETING WAS RECESSED AND THE CITY COUNCIL MEETING RECONVENED WITH VICE-MAYOR MARK HAMM PRESIDING AT 6:44 P.M.