

OKLAHOMA WATER RESOURCES BOARD MEETING INFORMATION

The Oklahoma Water Resources Board meets monthly in accordance with the date, time, and location shown on the final posted agenda. A draft Board meeting agenda and packet materials are scheduled to be prepared approximately 10 calendar days prior to the Board's meeting. A final agenda is scheduled to be posted at least 24 hours prior to the meeting. The standard sections of the agenda are numbered in a series; additional or special items will appear on the agenda subsequently. Standard sections include the following:

- 01000 = Call to Order
- 02000 = Financial Assistance Division
- 03000 = Summary Disposition Agenda
- 04000 = Items of Interest
- 05000 = Special Consideration Items

This meeting packet contains expanded information (summary documents, proposed orders, etc.) associated with individual agenda items. Each section of the packet contains a cover sheet noting the appropriate corresponding agenda item/number. (For example, to locate agenda item 2.D., concerning a grant or loan, review the packet for the section labeled, "2. Financial Assistance Division," which will begin on page 02000. Item D. is placed in alphabetical order in the section and is labeled accordingly.) The documents and information provided within the meeting packet are draft until approved by the Board. Please contact OWRB staff for the final, official documents as approved by the Board.

If you require assistance in locating an item or accompanying documents, please contact OWRB staff at (405) 530-8800

1.B.

**January 21, 2025, Regular Meeting Draft Official Minutes
For consideration at the February 18, 2025 Board Meeting**

CALL TO ORDER

The Regular Meeting of the Oklahoma Water Resources Board was called to order by Madam Chair Jennifer Castillo, on January 21, 2025, at 9:31 a.m. at the Oklahoma Water Resources Board located at 3800 N. Classen Blvd. Oklahoma City, Oklahoma 73118. The meeting was conducted pursuant to the Oklahoma Open Meeting Law with due and proper notice provided pursuant to Sections 303 and 311 thereof. The agenda was posted on January 16, 2025, at 3:30 p.m., at the Oklahoma Water Resources Board's offices at 3800 N. Classen Boulevard, Oklahoma City, Oklahoma.

A. Roll Call. Madam Chair Castillo welcomed everyone to the meeting and asked for the roll call of members.

Board Members Present

Robert Stallings, Jr.
Ron Justice
Suzanne Landess
Darren Cook
Jennifer Castillo
Jarred Campbell
Matt Muller

Board Members Absent

Bob Latham
Tom Gorman

Staff Members Present

Julie Cunningham, Executive Director
Sara Gibson, General Counsel
Tamara Lilly, Executive Administrator
Lori Johnson, Chief, Financial Assistance Division
Bill Cauthron, Chief, Water Quality Programs Division
Chris Neel, Chief, Planning and Management Division
Cleve Pierce, Chief, Administrative Services Division

Others Attending

Josh Williams, City of Piedmont
Jennifer Smith, City of Piedmont
Marc Long, SRB LLC
Jacquelyne Cole
Tony Riggs
Vanessa Aguilar, City of OKC
Peter G.
Kurt M., City of Piedmont
Dallas Strimple, CPASA
Jose Lopez
Jose O.
R. Paul Streets, MWC
Dustin M
Kathryn Hanna, Salina PWA
Randall P., Town of Salina
Nate Ellis, PFLG
Jessica D., PFLG
Brent Polise, ODEQ
Josh Finch, ODEQ
Andrew Fleet, OSU
Aston York, GMSA

Bud Ground, EFO
Ed Fite, GRDA
C.P., OKGA
C.J., UFS

B. Discussion, Amendments and Vote to Approve Official Minutes of January 21, 2025, Regular Meeting. Madam Chair Castillo inquired if all members reviewed the minutes of the January 21, 2025, meeting and if no questions, or changes, requested a motion to approve. No comments or amendments; Mr. Muller motioned to approve, and Mr. Stallings seconded the motion. Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Cook, Muller, Campbell, Castillo
NAY: None
ABSTAIN: None
ABSENT: Gorman, Latham

C. Executive Director's Report:

Director Cunningham reported several areas received some good precipitation within the last week, however, a couple of isolated areas of drought remain in far north central and far south-central Oklahoma. Precipitation outlook through April shows the western half of the state as slightly below normal chances of rainfall with the Eastern half looking normal.

Senate hearings were last week, and the House will be next week. This is an opportunity to showcase what our agency does, our mission and the important role the Oklahoma Water Resources Board plays in the state of Oklahoma. OWRB met with Senator Thompson, the new committee chair who also represents the City of Piedmont. We are proud to report that OWRB has issued \$1.17 billion in infrastructure funding in one year, setting a record. We would also like to direct anyone who wants to see where the funding goes and what communities are impacted to please go to our website and view the dashboard. This has been a good tool for the legislature as well. The Comprehensive Water Plan is really coming together and has really had a positive community involvement.

There is a bill that has been posed to put a moratorium on issuing all water permits until the aquifer studies have been completed. We are reaching out to the legislatures to provide more education and tools to understand these maximum annual studies. There have been a lot of questions, inquiries and overall need for understanding of water monitoring, quantity, and quality and we are having good discussions around the state. OWRB hosted a lunch and learn with the Department of Environmental Quality and had some good collaboration with regards to the State Revolving Fund as we hold the finance piece and DEQ holds the priority list and engineering piece.

Director Cunningham reports there has been about 3,100 bills filed this session and we are tracking 31 of them that could potentially affect OWRB. These bills include water monitoring, metering, stormwater management, infrastructure funding, soil moisture testing, well spacing, as well as permits to name a few of the topics. The deadline for these bills for filing is March 6th.

D. Financial Update

Mr. Cleve pierce, Chief Administrative Services Division, presents the budget report for the period ending December 2024. Mr. Pierce reports the agency has spent 34 % of its appropriated budget leaving 66 %; spent 29% of its revolving budget, leaving 71%; has spent 17% of its federal budget, leaving 83%. Overall, the total budget remains is 27% with 50% of the year remaining.

2. FINANCIAL ASSISTANCE DIVISION

- A. Consideration of and Possible Action on a Proposed Order Approving Clean Water Funding Application for The Grove Municipal Services Authority, Delaware County, Oklahoma. Recommended for Approval.

This is a \$1,000,000 loan request from The Grove Municipal Services Authority. (approx. int. rate 2.91%) They have requested the funds to upgrade their biosolids dewatering process at the wastewater treatment plant by replacing an inoperable belt press and acquiring and installing a new screw press. The loan will be funded through the Clean Water SRF loan program with a fixed interest rate plus an admin fee and a maturity not to exceed 20 years. The loan will be secured with a lien on Grove's water, sewer, and gas system revenues and a 2.4 cents sales tax along with a mortgage on their water, sewer, and gas systems. Grove has 2 outstanding loans with the board with a principal balance of approximately \$5.7 million and their debt coverage ratio stands at 11.97 times.

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Ms. Landess motioned to approve, and Mr. Stallings seconded the motion. Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Muller, Campbell, Castillo

NAY: None

ABSTAIN: Cook

ABSENT: Latham, Gorman

- B. Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for the Oklahoma City Water Utilities Trust, Oklahoma County, Oklahoma. Recommended for Approval.

This is a \$2,500,000 loan request from the Oklahoma City Water Utilities Trust. (\$1,250,000 expected to be LF; 0.50% approx. int. rate)

They have requested the funds to extend their lead service inventory program. They will utilize the funds to investigate and verify the remaining 5,000 unknown service lines in the distribution system.

The loan will be funded through the Drinking Water SRF loan program with a fixed interest rate plus an admin fee and a maturity not to exceed 15 years. The loan will be secured with a lien on Oklahoma City's water, sewer, and sanitation systems revenues. Oklahoma City is a long-time borrower of the board's in good standing and is currently the board's largest borrower with a principal balance of approximately \$578 million and their debt coverage ratio stands at 2.66 times.

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Stallings motioned to approve, and Mr. Campbell seconded the motion. Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Muller, Cook, Campbell, Castillo

NAY: None

ABSTAIN: None

ABSENT: Gorman, Latham

- C. Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for the Piedmont Municipal Authority, Canadian County, Oklahoma. Recommended for Approval.

This is a \$22,650,000 loan request from the Piedmont Municipal Authority. (estimated rate is 5%)

They have requested the funds to make improvement and upgrades to their water and sewer systems for anticipated growth (162% over next 25 years). These improvements will allow the Authority to construct a secondary OKC water connection and rehabilitate their wells that are currently out of service to serve as a backup source. On the sewer side, they will utilize the funds to do sewer line and manhole inspections, develop a

wastewater master plan and to construct lines and a lift station in order to treat all of their own wastewater rather than sending portions of the flow to OKC. The loan will be funded through the FAP state revenue bond loan program with a fixed interest rate and a maturity not to exceed 30 years. The loan will be secured with a lien on Piedmont's water and sewer system revenues and a four-cent sales tax. Piedmont has 2 outstanding loans with the board with a principal balance of approximately \$1 million and their debt coverage ratio stands at 2.19 times.

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Justice motioned to approve, and Mr. Stallings seconded the motion. Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Muller, Cook, Campbell, Castillo

NAY: None

ABSTAIN: None

ABSENT: Gorman, Latham

3. SUMMARY DISPOSITION AGENDA ITEMS

Any item listed under this Summary Disposition Agenda may, at the request of any member of the Board, the Board's staff, or any other person attending this meeting, be transferred to the Special Consideration Agenda. Under the Special Consideration Agenda, separate discussion and vote or other action may be taken on any items already listed under that agenda or items transferred to that agenda from this Summary Disposition Agenda.

- A. Requests to Transfer Items from Summary Disposition Agenda to the Special Consideration Agenda and Action on Whether to Transfer Such Items.
- B. Discussion, Questions, and Responses Pertaining to Any Items Remaining on Summary Disposition Agenda and Possible Action on Items Listed Below.

*It was verbally announced by Chairman Castillo that item 3-J, #1-Freedom Rock Ranch will be pulled from the agenda and consideration by the Board.

C. 3.C Consideration of and Possible Action on Financial Assistance Division Items:

1. Emergency Grant Applications:

| <u>Item No.</u> | <u>Application No.</u> | <u>Entity Name</u> | <u>County</u> | <u>Amount Recommended</u> |
|-----------------|------------------------|------------------------------------|---------------|---------------------------|
| a. | FAP-25-0003-G | Pawhuska Public Works Authority | Osage | \$ 55,500.00 |

2. Rural Economic Action Plan (REAP) Grant Applications:

| <u>Item No.</u> | <u>Application No.</u> | <u>Entity Name</u> | <u>County</u> | <u>Amount Recommended</u> |
|-----------------|------------------------|----------------------------------------|---------------|---------------------------|
| ASCOG | | | | |
| a. | FAP-25-0075-R | The Geronimo Public Works Authority | Comanche | \$ 144,925.00 |
| COEDD | | | | |
| b. | FAP-25-0067-R | Carney Public Utilities Authority | Lincoln | \$ 99,999.00 |
| GGEDA | | | | |
| c. | FAP-25-0038-R | The Bernice Public Works Authority | Delaware | \$ 85,168.00 |

| | | | | | |
|-------|---------------|------------------------------------------------------------------------|------------|----|-----------|
| INCOG | | | | | |
| d. | FAP-25-0029-R | Rural Water, Sewer, and Solid Waste Management District No. 3 | Osage | \$ | 99,999.00 |
| KEDDO | | | | | |
| e. | FAP-25-0025-R | Kiowa Public Works Authority | Pittsburg | \$ | 99,999.00 |
| NODA | | | | | |
| f. | FAP-25-0070-R | The Cashion Public Works Authority | Kingfisher | \$ | 99,999.00 |
| OEDA | | | | | |
| g. | FAP-25-0064-R | Harper County Rural Water District No. 1 | Harper | \$ | 88,245.72 |

3. CWSRF Principal Forgiveness Loan Applications:
None.

4. DWSRF Principal Forgiveness Loan Applications:

| <u>Item No.</u> | <u>Application No.</u> | <u>Entity Name</u> | <u>County</u> | <u>Amount Recommended</u> |
|-----------------|------------------------|--------------------------------------|---------------|-------------------------------|
| a. | ORF-23-0095-DW | Midwest City Municipal Authority | Oklahoma | \$ 219,000.00 |
| b. | ORF-22-0043-DW | The Salina Public Works Authority | Mayes | \$ 950,000.00 |

5. Sewer Overflow and Stormwater Reuse Municipal Grants (“OSG”)
None.

6. American Rescue Plan Act (ARPA) Grant Applications:

| <u>Item No.</u> | <u>Application No.</u> | <u>Entity Name</u> | <u>County</u> | <u>Amount Recommended</u> |
|-----------------|------------------------|--------------------|---------------|-------------------------------|
| a. | ARP-23-0043-DTG | City of Coweta | Wagoner | \$ 128,000.00 |

D. Consideration of and Possible Action on the Contracts and Agreements:

1. Statement of Work between the Office of Management and Enterprise Services Information Services and OWRB providing the building of an OWRB Water Division data processing server, connecting to data services for continuous processing of incoming data.
2. Contract for Professional Services between HISINC, LLC and OWRB to administer, manage and implement floodplain administration assignments as requested by OWRB.
3. Amendment Agreement between Meshek & Associates, LLC and OWRB extending time and adding to the scope of work to provide professional engineering services in connection with Cooperating Technical Partnership Program Assistance for the creation and maintenance of Flood Hazard Data.

4. Joint Funding Agreement between the United States Geological Survey and OWRB for modeling scenarios to assess regional impacts to stream flows from groundwater withdrawals in the Arbuckle-Simpson aquifer, part of Phase II of the Arbuckle-Simpson hydro study funded through class 23500.
5. First Amendment to the Grant Agreement with the Office of Management and Enterprise Services for the administrative services related to the American Rescue Plan Act Grant Funds designated by the Legislature for the Lugert-Altus Irrigation District grant funds for irrigation improvement projects.
6. Fourth Amendment to the Grant Agreement with the Office of Management and Enterprise Services for the administrative services related to the American Rescue Plan Act Grant Funds designated by the Legislature for the Tribal cooperation grant matching funds for water and wastewater infrastructure projects.
7. Second Amendment to the Grant Agreement with the Office of Management and Enterprise Services for the administrative services related to the American Rescue Plan Act Grant Funds designated by the Legislature for the Ardmore Air Park, Fair Oaks Ranch, OKC 577, Port of Inola, Statewide Targeted Water Investment Fund, and Tinker Air Force Base grants funds for water and wastewater infrastructure projects.
8. Third Amendment to the Grant Agreement with the Office of Management and Enterprise Services for the administrative services related to the American Rescue Plan Act Grant Funds designated by the Legislature for the Water/Sewer/Dam Programs grant funds for water and wastewater infrastructure projects.

E. Consideration of and Possible Action on Applications for Temporary Permits to Use Groundwater:

1. Dantz Hall and Summer Hall, Jackson County, 2023-612
2. Rickie and Lary Moua, Delaware County, 2023-647
3. Mechelle A. Allen, LLC, Caddo County, 2024-579
4. Graydon Tyler Bottom, Washita County, 2024-597

F. Consideration of and Possible Action on Applications to Amend Temporary Permits to Use Groundwater:

1. Weston and Carly Kay, Harmon County, 2023-579

G. Consideration of and Possible Action on Applications for Regular Permits to Use Groundwater:

1. Daniel W. and Janet Sue Sherry, Canadian County, 2023-659
2. 4 Double J, LLC, Custer County, 2024-629
3. Cole Dalton File and Chelsea Lyn File, Ellis County, 2024-642
4. Trae James Watson, Beaver County, 2024-650

H. Consideration of and Possible Action on Applications to Amend Regular Permits to Use Groundwater:

1. Celebrity Feeders, LLC, Cimarron County, 1980-506
2. Marietta Public Works Authority, Love County, 1985-656
3. Brennan J, Hendershot, Beckham County, 2001-564D

I. Consideration of and Possible Action on Applications to Amend Prior Right to Use Groundwater:

None

J. Consideration of and Possible Action on Applications to for Term/Seasonal Permits to Use Stream Water:

1. Freedom Rock Ranch, LLC, Atoka County, 2022-028

This item was removed for consideration

K. Consideration of and Possible Action on Applications for Regular Permits to Use Stream Water:

1. Ronnie Harrell, Garvin County, 2024-010

L. Consideration of and Possible Action on Applications to Amend Regular Permits to Use Stream Water:

1. Oklahoma Tourism and Recreation Department, Carter County and Love County, 1977-165
2. The City of Ponca City, Kay County, 1993-034

M. Consideration of and Possible Action on Well Driller and Pump Installer Licensing:

1. New Licenses, Accompanying Operator Certificates and Activities:

- | | |
|----------------------------------------------|----------|
| A. Licensee: Hilburn Drilling & Pump Service | DPC-1121 |
| 1. Operator: Evan Hilburn | OP-2566 |
| Activities: Monitoring wells | |
| B. Licensee: A.L. Moser Drilling, LLC | DPC-1123 |
| 2. Operator: Lesley Westbrook | OP-2567 |
| Activities: Pump Installation | |

2. New Operators, Licensee Name Change, and/or Activities for Existing Licenses:

- | | |
|-----------------------------------------------------|----------|
| A. Licensee: Vanguard Well Resources | DPC-1040 |
| 1. Operator: Jacob Friessen | OP- 2526 |
| Activities: Pump installation | |
| B. Licensee: Rippetoe Farms | DPC-0900 |
| 2. Operator: Glen Tigner | OP- 2568 |
| Activities: Pump installation and groundwater wells | |
| C. Licensee: Rippetoe Farms | DPC-0900 |
| 3. Operator: Tyler VanMeter | OP- 2569 |
| Activities: Heat exchange | |
| D. Licensee: A.L. Moser Drilling, LLC | DPC-1123 |
| 4. Operator: Collin Westbrook | OP- 2570 |
| Activities: Pump installation | |

N. Consideration of and Possible Action on Dam and Reservoir Construction:

1. Lightning Creek Detention Pond A, Cleveland County, OK11070

O. Consideration of and Possible Action on Permit Applications for Proposed Development on State Owned or Operated Property within Floodplain Areas:

None

P. Consideration of and Possible Action on Applications for Accreditation of Floodplain Administrators:

1. William Stevens, Greer County, #FPA-374
2. Joshua Grover, Carter County, #FPA-800
3. Rue Glover, Caddo County, #FPA-835
4. Brian Clere, McCurtain County, #FPA-254
5. Sonny Meeks, Mayes County, #FPA-263
6. Michael Payne, Grant County, #FPA-40

Q. Consideration of and Possible Action on a Proposed Default Order:

1. Proposed Default Order for Roger Fine, DBA Peggs Well and Pump Service

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Muller motioned to approve, and Mr. Campbell seconded the motion. Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Muller, Cook, Campbell, Castillo

NAY: None

ABSTAIN: None

ABSENT: Latham, Gorman

**04000 4. PUBLIC HEARING ON PROPOSED NEW AND AMENDED PERMANENT RULES OF THE
BOARD Chairman Castillo**

A. Rules Amendments Recommended for Adoption in Chapter 5 – Fees

1. Summary – **Mr. Yohanes Sugeng**

Subchapter 1. General Provisions

785:5-1-9. Dam safety and inspection fees [AMENDED]

785:5-1-21. Documentation reviews related water trapped in producing mines [AMENDED]

2. Questions and Discussion by Board Members

3. Vote on whether to approve recommended amendments as presented or as may be revised after discussions.

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Muller motioned to approve, and Ms. Landess seconded the motion. Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Muller, Cook, Campbell, Castillo

NAY: None

ABSTAIN: None

ABSENT: Latham, Gorman

B. Rules Amendments Recommended for Adoption in Chapter 20 – Appropriation and Use of Stream Water

1. Summary – **Mr. Chris Neel**

Subchapter 1. General Provisions

785:20-1-3. Statutory provisions on violation and penalties [AMENDED]

Subchapter 3. Application Requirements and Processing

785:20-3-2. General application requirements [AMENDED]

785:20-3-9. Defective applications; when applications deemed withdrawn [AMENDED]

Subchapter 7. Permits

785:20-7-1. Classes of stream water permits [AMENDED]

Subchapter 9 Actions after Stream Water Right Obtained

785:20-9-5. Reports [AMENDED]

APPENDIX A. Application for a Permit to Use Surface or Stream Water [REVOKED]

2. Questions and Discussion by Board Members- Discussion and questions were posed in depth with regards to reporting on multiple permits with a single diversion point. This discussion revolved around mostly industry consumers and the contracts they hold with the permits.

3. Vote on whether to approve recommended amendments as presented or as may be revised after discussions.

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Muller motioned to approve, and Mr. Stallings seconded the motion with exception to 785:20-9-5 to be brought back before the Board after further discussions.

Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Muller, Cook, Campbell, Castillo

NAY: None

ABSTAIN: None

ABSENT: Latham, Gorman

C. Rules Amendments Recommended for Adoption in Chapter 25 – Dams and Reservoirs

1. Summary – **Mr. Yohanes Sugeng**

Subchapter 3. Responsibility, Classification and Design Standards

785:25-3-6. Minimum spillways performance standards [AMENDED]

Subchapter 7. Post Approval Actions

785:25-7-8. Certificate of completion [AMENDED]

Subchapter 9. Actions After Construction

785:25-9-1. Inspections of dams [AMENDED]

2. Questions and Discussion by Board Members

3. Vote on whether to approve recommended amendments as presented or as may be revised after discussions.

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Stallings motioned to approve, and Mr. Campbell seconded the motion. Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Muller, Cook, Campbell, Castillo

NAY: None

ABSTAIN: None

ABSENT: Latham, Gorman

D. Rules Amendments Recommended for Adoption in Chapter 30 – Taking and Use of Groundwater

1. Summary – **Mr. Chris Neel**

Subchapter 3. Permit Application Requirements and Processing

785:30-3-1. General application requirements [AMENDED]

785:30-3-3. Acceptance of application for filing; when applications deemed withdrawn [AMENDED]

Subchapter 5. Groundwater Permits

785:30-5-4. Provisional Temporary permits [AMENDED]

Subchapter 7. Amendments to Groundwater Rights

785:30-7-4. Adding or replacing a well for the purpose of exercising prior rights or existing permits [AMENDED]

785:30-7-8. Consolidation of permits [REVOKED]

Subchapter 13. Miscellaneous Provisions

785:30-13-5. Allocation of municipal water

APPENDEX D. Identified Springs that Emanate from a Sensitive Sole Source Groundwater Basin [AMENDED]

2. Questions and Discussion by Board Members

3. Vote on whether to approve recommended amendments as presented or as may be revised after discussions.

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Muller motioned to approve, and Ms. Landess seconded the motion. Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Muller, Cook, Campbell, Castillo

NAY: None

ABSTAIN: None

ABSENT: Latham, Gorman

E. Rules Amendments Recommended for Adoption in Chapter 35 – Well Driller and Pump Installer Licensing

1. Summary – **Mr. Charles O'Malley**

Subchapter 13. Authorization to Drill Groundwater Wells

785:35-13-1. Authorization to drill groundwater wells [AMENDED]

2. Questions and Discussion by Board Members
3. Vote on whether to approve recommended amendments as presented or as may be revised after discussions.

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Stallings motioned to approve, and Mr. Muller seconded the motion. Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Muller, Cook, Campbell, Castillo

NAY: None

ABSTAIN: None

ABSENT: Latham, Gorman

F. Rules Amendments Recommended for Adoption in Chapter 50 – Financial Assistance

1. Summary – **Ms. Lori Johnson**

Subchapter 6. Water and Sewer Program Emergency Grants Requirements and Procedures

785:50-6-1. Approval criteria [AMENDED]

785:50-6-3. Emergency grant priority point system [AMENDED]

785:50-6-4. Disbursement of grant funds [AMENDED]

Subchapter 8. Rural Economic Action Plan (REAP) Grant Program Requirements and Procedures

785:50-8-2. Definitions [AMENDED]

785:50-8-3. Application review and disposition [AMENDED]

785:50-8-4. Applicable law; deadline for applications; eligible project costs [AMENDED]

785:50-9-5. REAP grant priority point system

Subchapter 9. Clean Water State Revolving Fund Regulations

Part 3. General Program Requirements

785:50-9-23. Clean Water SRF Project Priority System [AMENDED]

Subchapter 20. Safeguarding Tomorrow Revolving Loan Program Regulations [NEW]

785:50-20-1. General program description and procedures [NEW]

785:50-20-2. General approval standards and criteria [NEW]

785:50-20-3. Terms and conditions [NEW]

785:50-20-4. Disbursement of funds and conditions for disbursement [NEW]

2. Questions and Discussion by Board Members
3. Vote on whether to approve recommended amendments as presented or as may be revised after discussions.

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Stallings motioned to approve, and Mr. Campbell seconded the motion. Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Muller, Cook, Campbell, Castillo

NAY: None

ABSTAIN: None

ABSENT: Latham, Gorman

A. Consideration of and Possible Action on Application for a Limited Quantity Regular Groundwater Right No. 2022-563, OKGA, LLC, Cleveland County, Oklahoma:

1. Summary – **Mr. Chris Neel**

OKGA, LLC c/o Lia Asztalos of 13628 Crystal Brook Cir, Norman, OK 73126 has filed an application, #2022-563, with the Oklahoma Water Resources Board (Board) for a permit to use 5 acre-feet of groundwater per year. The groundwater is proposed to be used for agriculture (medical (cannabis) marijuana) purposes and to be withdrawn from 10 acres located as follows: 8 acres in SE NE NW and 2 acres in SW NE NW of Section 7, T8N, R1EIM, Cleveland County. The applicant intends to withdraw the groundwater from one (1) well located in the SE NE NW of Section 7, T8N, R1EIM, Cleveland County. The groundwater will be used in Cleveland County as more specifically described in the application plat. Wells and dedicated lands are located over the Garber-Wellington groundwater basin. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on May 16, 2024. The hearing examiner recommends no approval. Based upon the disapproval of the application by the board, well exception request is not granted, along with the inadequate lease agreement. The hearing examiner recommends the application is hereby disapproved. A permit shall not be issued.

2. Discussion and presentation by parties

Applicant was represented by legal counsel Cameron Pinkerton; Protestants were Tony Riggs, Jose Lopez, Peter Gade and Jacquelyne Cole.

Applicant’s attorney, Mr. Pinkerton made a presentation with a solution of remanding back to hearing officer. He suggested the outstanding issue with the application is the break in chain of title, and a remand would fix the issue with supporting documents presented.

Protestant Riggs made comments in opposition to granting the application.

Protestant Gade made comments in opposition to granting the application.

Protestant Cole made comments in opposition to granting the application.

3. Possible Executive Session

As authorized by the Oklahoma Open Meeting Act in Section 307(B)(8) of Title 25 of the Oklahoma Statutes, an executive session may be held for the purpose of “[e]ngaging in deliberations or rendering a final or intermediate decision in an individual proceeding pursuant to Article II of the Administrative Procedures Act”.

- (a) Vote on whether to hold Executive Session. Before it can be held, the Executive Session must be authorized by a majority vote of a quorum of members present and such vote must be recorded.
- (b) Designation of person to keep written minutes of Executive Session, if authorized.
- (c) Executive Session, if authorized.

4. Return to open meeting and possible vote or action on any matter discussed in the Executive Session, if authorized.

5. Vote on whether to approve the Proposed Order as presented or as may be amended, or vote on any other action or decision relating to the Proposed Order.

A motion was made by Mr. Stallings to be remanded back to the hearing examiner. No second motion was made to approve the motion.

Questions were posed to the OWRB General Counsel. Discussion was held on remanding back to hearing examiner and the type of use of the permit and legality of the actual land ownership. Well spacing exemption was also discussed as the hearing examiner denied the well spacing exemption.

A competing Motion was made by Ms. Landess to deny the application and approve the order as written. Mr. Muller seconded the motion.

Madam Chair Castillo inquired if there were any further questions, or a need for more discussion. With there being none, Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Muller, Cook, Campbell, Castillo

NAY: None

ABSTAIN: None

ABSENT: Latham, Gorman

06000 6. NEW BUSINESS

Chairman Jennifer Castillo

Under the Open Meeting Act, this agenda item is authorized only for matters not known about or which could not have been reasonably foreseen prior to the time of posting the agenda or any revised agenda.

07000 7. ADJOURNMENT

Chairman Jennifer Castillo

The next regular meeting of the Oklahoma Water Resources Board will be held on Tuesday, February 18, 2025, at 9:30 am. In the offices of the OWRB, 3800 N. Classen Boulevard, Oklahoma City, OK 73118.

*Audio of this meeting is available by request

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

Thomas Gorman, Vice Chairman

Matt Muller

Darren Cook

Ron Justice

Bob. Latham

Robert L. Stallings, Jr.

Jarred Campbell

ATTEST:

Suzanne Landess, Secretary (SEAL)

1. D. FINANCIAL UPDATE

1. D.1. Monthly Budget Report



January 2025 FOR FY2025 FY 2025 Revenues and Expenses

| Revenues | Fund | General Revenue | Budgeted | Expended | Balance | Percentage Remaining |
|---------------------------------|--------|-----------------------------------------|-------------------|------------------|-------------------|----------------------|
| | 19411 | 1 | FY 24 Carryover | 188,806 | 23,862 | 164,944 |
| 19501 | 1 | FY 25 Appropriation | 6,003,372 | 2,667,357 | 3,336,015 | 56% |
| Total General Revenue | | | 6,192,178 | 2,691,219 | 3,500,959 | 57% |
| Revolving Funds | | | | | | |
| 21000 | 2 | Drillers Indemnity Fund | 50,000 | 0 | 50,000 | 100% |
| 21500 | 3 | OWRB Revolving Fund | 5,509,081 | 2,274,519 | 3,234,562 | 59% |
| 23500 | 4 | Phase II A-S Hydro St Rev Fund | 211,412 | 608 | 210,804 | 100% |
| 24000 | 5 | Revolving Fund | 914,000 | 663,614.50 | 250,386 | 27% |
| 24500 | 6 | Drillers Regulation Fund | 0 | 0 | 0 | |
| 25000 | 7 | Water Infrastructure Dev. Fund (OCWP) | 3,674,861 | 1,046,451 | 2,628,410 | 72% |
| 42000 | 8 | USGS Cooperative Agreement | 351,600 | 12,775 | 338,825 | 96% |
| 44400 | 9 | DW Loan Administration Fund | 1,507,037 | 309,732 | 1,197,305 | 79% |
| 44500 | 10 | CW Loan Administration Fund | 2,520,581 | 849,014 | 1,671,567 | 66% |
| Total Revolving Funds | | | 14,738,572 | 5,156,713 | 9,581,859 | 65% |
| Federal Funds | | | | | | |
| 40000 | 11 | Federal Fund - General | 1,177,679 | 377,053 | 800,626 | 68% |
| 40700 | 12 | Federal Fund - Engineering and Planning | 4,578,738 | 647,103 | 3,931,635 | 86% |
| 49700 | 13 | Federal Fund - *ARPA | 1,441,330 | 452,557 | 988,773 | 69% |
| Total Federal Funds | | | 7,197,747 | 1,476,712 | 5,721,035 | 79% |
| Total Funding | | | 28,128,497 | 9,324,644 | 18,803,853 | 67% |
| Expenses | | | Budgeted | Expended | Balance | Percentage Remaining |
| | 510000 | 14 | Salary Expense | 8,278,646 | 4,596,807 | 3,681,840 |
| 512000 | 15 | Insurance | 1,488,665 | 753,489 | 735,176 | 49% |
| 513000 | 16 | FICA and Retirement | 1,994,985 | 1,091,245 | 903,740 | 45% |
| 515000 | 17 | Professional Services | 10,064,106 | 1,947,537 | 8,116,569 | 81% |
| 519000 | 18 | Flexible Benefits | 16,000 | 7,653 | 8,347 | 52% |
| Total Personal Services | | | 21,842,402 | 8,396,731 | 13,445,671 | 62% |
| 520000 | 19 | Travel Expense | 672,093 | 182,683 | 489,410 | 73% |
| 530000 | 20 | Administrative Expense | 1,367,004 | 509,391 | 857,613 | 63% |
| 540000 | 21 | Furniture and Equipment Expense | 695,975 | 49,356 | 646,619 | 93% |
| 550000 | 22 | Intra Inter Agency Payments | 3,551,023 | 186,483.18 | 3,364,540 | 95% |
| Total Operating Expenses | | | 6,286,095 | 927,913 | 5,358,182 | 85% |
| Total Expenditures | | | 28,128,497 | 9,324,644 | 18,803,853 | 67% |

*American Recovery and Reinvestment Act (ARPA)

Percentage of Year Remaining

42%

2. FINANCIAL ASSISTANCE DIVISION

February 18, 2025

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Sapulpa Municipal Authority, Creek County

Loan Application No.: FAP-25-0002-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$9,000,000.00

Interest Rate: The FAP Loan shall bear interest at a fixed rate.

Payment Term: Principal and interest payments shall be made on a semi-annual basis. The term of the FAP Loan shall be no longer than thirty (30) years.

Security Position: The loan shall be secured with a subordinate lien on the revenues of the applicant's water, sewer, sanitation, and stormwater systems, a 1.3 cents sales tax and may include a mortgage on the applicant's water and sewer systems and other real property.

Purpose: The applicant will utilize the loan proceeds to: (i) purchase a backup generator for the water treatment plant and for the wastewater treatment plant, conducting sanitary sewer analyses, install sewer lines and lift stations, repair and upgrade the wastewater treatment plant, all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

| <u>Sources of Funds (Est.)</u> | | <u>Uses of Funds (Est.)</u> | |
|---------------------------------------|------------------------|------------------------------------|------------------------|
| Loan Proceeds | \$8,409,923.65 | Project | \$9,951,170.14 |
| ARPA Grant | 1,786,500.00 | Bond Counsel | 86,599.24 |
| | | Financial Advisor | 86,599.24 |
| | | OWRB Costs of Issuance | 60,792.63 |
| | | Local Counsel | 10,512.40 |
| | | Trustee Bank | 750.00 |
| Total | <u>\$10,196,423.65</u> | Total | <u>\$10,196,423.65</u> |

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA**

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-25-0002-L IN THE NAME OF)
SAPULPA MUNICIPAL AUTHORITY)
CREEK COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 18th day of February, 2025.

WHEREAS, Sapulpa Municipal Authority (the "Applicant") has made its Application for Funding No. FAP-25-0002-L (the "Loan Application") to the Board for a loan from the proceeds of the Board's State Loan Program Revenue Bonds issued pursuant to the 2016 General Bond Resolution dated as of November 1, 2016, as supplemented and amended (the "Bond Resolution"), and authorized by Title 82 Oklahoma Statutes 2021, Sections 1085.31 *et seq*, as amended; and

WHEREAS, the Applicant intends to use the loan to provide for acquisition, development, and utilization of storage and control facilities for water and sewage systems for the use and benefit of the public and for the conservation and distribution of water for beneficial purposes in or from reservoirs or other storage facilities and/or refinancing indebtedness originally incurred for such purposes; and

WHEREAS, the Board has completed its review of the Loan Application and related information, and finds that the Loan Application should be approved according to the terms and conditions set forth below.

NOW, THEREFORE, LET IT BE RESOLVED AND ORDERED BY THE OKLAHOMA WATER RESOURCES BOARD:

Application for Funding No. FAP-25-0002-L in the name of Sapulpa Municipal Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) purchase a backup generator for the water treatment plant and for the wastewater treatment plant, conducting sanitary sewer analyses, install sewer lines and lift stations, repair and upgrade the wastewater treatment plant, all related appurtenances (the "Project"), (ii) satisfy the Local Reserve Requirement, if necessary and (iii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. A loan shall be made out of proceeds of the Board's State Loan Program Revenue Bonds to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$9,000,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and interest

**ORDER APPROVING LOAN APPLICATION
SAPULPA MUNICIPAL AUTHORITY
FAP-25-0002-L**

payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty (30) years.

2. The loan shall be secured with a subordinate lien on the revenues of the Applicant's water, sewer, sanitation, and stormwater systems, a 1.3 cents sales tax and may include a mortgage on the Applicant's water and sewer systems and other real property.

3. The funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from proceeds of the Board's State Loan Program Revenue Bonds in accordance with the requirements of the Bond Resolution.

4. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, and Bond Resolution requirements. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

5. The loan shall be subject in all respects to the provisions of the Applicant's promissory note(s), loan agreement(s), and other loan documents which shall be executed by proper officials of the Applicant and a Board Member at or prior to loan closing as appropriate.

6. Additional loans may be made at such times, for such projects of the Applicant, at such repayment periods and interest rates, and upon such other terms and conditions as may be agreed to and approved by the Board and the Applicant.

So ordered this 18th day of February, 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
SAPULPA MUNICIPAL AUTHORITY
FAP-25-0002-L**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Lawton Water Authority, Comanche County

Loan Application No.: ORF-24-0009-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Funding Requested: \$21,000,000.00

Loan Interest Rate: The DWSRF Loan shall bear a fixed interest rate to be determined prior to loan closing plus an administrative fee of 0.5% per annum, all on the outstanding principal balance of the loan.

Loan Payment Term: Interest, administrative fee, and principal payments shall be made on a semi-annual basis. The applicant shall commence principal repayment no later than one (1) year following Project completion and the maturity of the loan shall be no later than thirty (30) years following the date the Project is completed.

Loan Security Position: The DWSRF loan shall be secured with a lien on the revenues of the applicant's water, sewer, and sanitation systems and may include a mortgage on the applicant's water and sewer systems and other real property.

Purpose: The applicant will utilize the loan proceeds to: (i) replace water lines throughout the system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

| <u>Sources of Funds (Est.)</u> | | <u>Uses of Funds (Est.)</u> | |
|---------------------------------------|------------------------|------------------------------------|------------------------|
| Loan Proceeds | \$21,000,000.00 | Project | \$20,710,000.00 |
| | | Financial Advisor | 152,000.00 |
| | | Bond Counsel | 137,500.00 |
| | | Trustee Bank | 500.00 |
| Total | \$21,000,000.00 | Total | \$21,000,000.00 |

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA**

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-24-0009-DW IN THE NAME OF)
THE LAWTON WATER AUTHORITY)
COMANCHE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 18th day of February, 2025.

WHEREAS, The Lawton Water Authority (the "Applicant") has made its Application for Funding No. ORF-24-0009-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq*, as amended; and

WHEREAS, the Applicant intends to use the loan for drinking water system improvements, to further compliance with State and Federal standards and/or to refinance existing indebtedness originally incurred for such purposes; and

WHEREAS, the DEQ has certified the Loan Application with regards to compliance with applicable technical program requirements and forwarded it to the Board with a recommendation that the Loan Application be considered and approved for a DWSRF Loan; and

WHEREAS, the Board has completed its review of the Loan Application and related information, and finds that the Loan Application should be approved according to the terms and conditions set forth below.

NOW, THEREFORE, LET IT BE RESOLVED AND ORDERED BY THE OKLAHOMA WATER RESOURCES BOARD:

Application for Funding No. ORF-24-0009-DW in the name of The Lawton Water Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) replace water lines throughout the system, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. A loan shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$21,000,000.00. The Applicant shall pay interest on the loan at a fixed rate to be determined prior to closing plus an administrative fee at the rate of 0.5% per annum, all on the outstanding balance of disbursed loan proceeds. Interest, administrative fee, and any principal payments shall be made on a semi-annual basis. The Applicant shall commence principal repayment no later than one (1) year

**ORDER APPROVING LOAN APPLICATION
THE LAWTON WATER AUTHORITY
ORF-24-0009-DW**

following Project completion, and the maturity of the loan shall be no later than thirty (30) years following the date the Project is completed.

2. The loan shall be secured with a lien on the revenues of the Applicant's water, sewer, and sanitation systems and may include a mortgage on the Applicant's water and sewer systems and other real property.

3. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other DWSRF loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the DWSRF in accordance with the DWSRF program regulations as approved by the United States Environmental Protection Agency.

4. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, DWSRF, and Bond Resolution requirements. In accordance with applicable authority and the United States Environmental Protection Agency ("EPA") guidelines for the implementation of the DWSRF Capitalization Grant, the loan conditions may include principal forgiveness to be used to pay a portion of the costs of the Project as described in the Application or for other purposes authorized by applicable authority and EPA guidelines. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

5. The loan shall be subject in all respects to the provisions of the Applicant's promissory note(s), loan agreement(s), and other loan documents which shall be executed by proper officials of the Applicant and a Board Member at or prior to loan closing as appropriate.

6. Additional loans may be made at such times, for such projects of the Applicant, at such repayment periods and interest rates, and upon such other terms and conditions as may be agreed to and approved by the Board and the Applicant.

So ordered this 18th day of February, 2025 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE LAWTON WATER AUTHORITY
ORF-24-0009-DW**

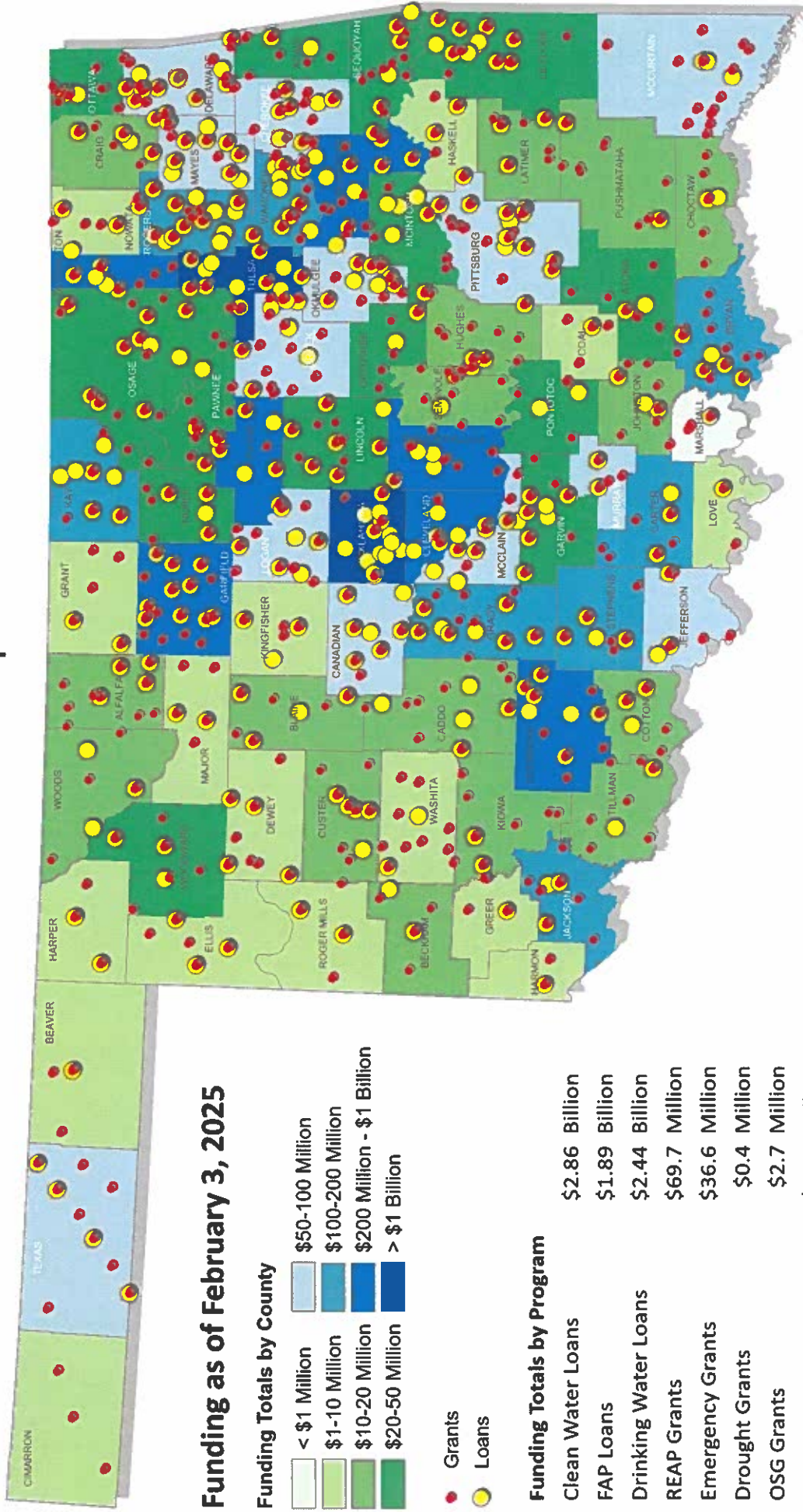
Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

Financial Assistance Division

Loan and Grant Recipient Status



Funding Totals by Program

| | |
|------------------------|-----------------------|
| Clean Water Loans | \$2.86 Billion |
| FAP Loans | \$1.89 Billion |
| Drinking Water Loans | \$2.44 Billion |
| REAP Grants | \$69.7 Million |
| Emergency Grants | \$36.6 Million |
| Drought Grants | \$0.4 Million |
| OSG Grants | \$2.7 Million |
| Special Purpose Grants | \$41.2 Million |
| ARPA Grants | \$459.0 Million |
| TOTAL | \$7.80 Billion |
| TOTAL SAVINGS | \$2.5 Billion |

3.C. SUMMARY DISPOSITION AGENDA ITEMS

FINANCIAL ASSISTANCE DIVISION

February 18, 2025

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Town of Hydro
COUNTY: Caddo

DATE RECEIVED: 08/29/2024
APPLICATION NUMBER: FAP-25-0052-R

Amount Requested: \$150,000.00

Amount Recommended: \$150,000.00

PROJECT DESCRIPTION: Town of Hydro owns and operates a water system that needs many improvements. It has been identified that the first improvements for the system should be undersized water main. The proposed project is to replace approximately 1,490 linear feet of 4-inch water main with 6-inch water main and all appurtenances required to complete the project. The estimated cost of the project is \$263,120.00 which will be funded by the OWRB REAP Grant of \$150,000.00 and local funds of \$113,120.00.

| Priority Ranking | | | Priority Points |
|------------------------------------------------------------|--------------------------------|------------------------------------------------------|-----------------|
| Population <u>927</u> (Maximum: 55 points) | | | <u>55</u> |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | |
| Water rate per 5,000 gal/month: | \$ 59.94 | <input type="checkbox"/> Flat rate | <u>-3</u> |
| Sewer rate per 5,000 gal/month: | <u>48.24</u> | <input type="checkbox"/> Decreasing Block | <u>-2</u> |
| Total | \$ 108.18 | <input type="checkbox"/> Uniform | <u>0</u> |
| | | <input checked="" type="checkbox"/> Increasing Block | <u>+2</u> |
| | 10 points | <input type="checkbox"/> Sales tax (W/S) | <u>+1</u> |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | |
| Total Indebtedness: | \$ 1,000,000.00 | | |
| Monthly Debt Payment: | \$ 12,629.03 | | <u>10</u> |
| Number of Customers: | 486 | | |
| Monthly Payment Per Customer: | \$ 25.99 | | |
| MEDIAN HOUSEHOLD INCOME \$ 36,300.00 | (Maximum: 10 points) | | <u>5</u> |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | | |
| FP = | $\frac{(\$150,000.00)}{(486)}$ | $\frac{(0.0710)}{(12)}$ | = \$ 1.83 |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | | |
| AR = | \$150,000.00 | | <u>(5)</u> |
| REQUEST NUMBER | <u>0</u> | | <u>0</u> |
| ENFORCMENT ORDER | <u>No</u> | (Maximum: 5 points) | <u>0</u> |
| BENEFIT OF PROJECT TO OTHER SYSTEMS | <u>No</u> | | <u>0</u> |
| FISCAL SUSTAINABILITY | | | <u>3</u> |
| TOTAL PRIORITY POINTS | | | <u>85</u> |

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-25-0052-R IN THE NAME OF THE)
TOWN OF HYDRO,)
CADDO COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of February 2025. The Board finds that since the application for this grant has received a priority ranking of 85 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$150,000.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the REAP grant shall not exceed \$150,000.00.
2. REAP Grant funds shall be deposited in a separate account with a federally insured financial institution.
3. Applicants who have raised water and/or sewer rates resulting in an advancement in position of priority for assistance shall not modify those rates after receipt of the REAP grant without the prior written consent of the Board, unless such modification would not result in a change in position of priority.
4. The applicant shall fully document disbursement of REAP grant funds as required by the Board or its staff. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Disbursement of grant funds without supporting documentation shall be considered and deemed unauthorized expenditure of grant funds.
5. The applicant shall return any unexpended REAP grant funds to the Board within thirty (30) days of completion of the project or within thirty (30) days from the applicant's receipt of all invoices, whichever is later.

6. The project shall be to replace approximately 1,490 linear feet of 4-inch water main with 6-inch water main as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, Town of Hydro is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 18th day of February 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Wellston Public Works Authority
COUNTY: Lincoln

DATE RECEIVED: 08/23/2024
APPLICATION NUMBER: FAP-25-0028-R

Amount Requested: \$79,426.59

Amount Recommended: \$79,426.59

PROJECT DESCRIPTION: Wellston Public Works Authority operates sanitary sewer collection system with wastewater treatment. The sanitary sewer system has antiquated manholes and sewer lines and fails frequently causing an increased inflow and infiltration herby increasing hydraulic loading in the lagoon system. The proposed project is to replace 2 manholes, approximately 347 linear feet of 8-inch sewer pipe, approximately 175 linear feet of 4-inch sewer pipe and all appurtenances required to complete the project. The estimated cost of the project is \$79,426.59 which will be funded by the OWRB REAP Grant of \$79,426.59.

| Priority Ranking | | Priority Points |
|------------------------------------------------------------------|------------------------------------------------------|------------------------|
| Population <u>679</u> (Maximum: 55 points) | | <u>55</u> |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | |
| Water rate per 5,000 gal/month: \$ 66.95 | <input type="checkbox"/> Flat rate | <u>-3</u> |
| Sewer rate per 5,000 gal/month: \$ <u>27.81</u> | <input type="checkbox"/> Decreasing Block | <u>-2</u> |
| Total \$ 94.76 | <input type="checkbox"/> Uniform | <u>0</u> |
| 10 points | <input checked="" type="checkbox"/> Increasing Block | <u>+2</u> |
| | <input type="checkbox"/> Sales tax (W/S) | <u>+1</u> |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | |
| Total Indebtedness: \$ 2,000,000.00 | | |
| Monthly Debt Payment: \$ 10,668.25 | | <u>10</u> |
| Number of Customers: 392 | | |
| Monthly Payment Per Customer: \$ 27.27 | | |
| MEDIAN HOUSEHOLD INCOME \$ 50,864.00 | (Maximum: 10 points) | <u>1</u> |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | |
| FP = <u>(\$79,426.59)</u> / <u>(0.0710)</u> = \$ 1.2 | | <u>2</u> |
| | <u>(392)</u> <u>(12)</u> | |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | |
| AR = \$79,426.59 | | <u>2</u> |
| REQUEST NUMBER <u>0</u> | | <u>0</u> |
| ENFORCMENT ORDER <u>No</u> | (Maximum: 5 points) | <u>0</u> |
| BENEFIT OF PROJECT TO OTHER SYSTEMS | <u>No</u> | <u>0</u> |
| FISCAL SUSTAINABILITY | | <u>10</u> |
| TOTAL PRIORITY POINTS | | <u>92</u> |

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-25-0028-R IN THE NAME OF THE)
WELLSTON PUBLIC WORKS AUTHORITY,)
LINCOLN COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of February 2025. The Board finds that since the application for this grant has received a priority ranking of 92 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$79,426.59 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the REAP grant shall not exceed \$79,426.59.
2. REAP Grant funds shall be deposited in a separate account with a federally insured financial institution.
3. Applicants who have raised water and/or sewer rates resulting in an advancement in position of priority for assistance shall not modify those rates after receipt of the REAP grant without the prior written consent of the Board, unless such modification would not result in a change in position of priority.
4. The applicant shall fully document disbursement of REAP grant funds as required by the Board or its staff. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Disbursement of grant funds without supporting documentation shall be considered and deemed unauthorized expenditure of grant funds.
5. The applicant shall return any unexpended REAP grant funds to the Board within thirty (30) days of completion of the project or within thirty (30) days from the applicant's receipt of all invoices, whichever is later.

6. The project shall be to replace 2 manholes, approximately 347 linear feet of 8-inch sewer pipe, and approximately 175 linear feet of 4-inch sewer pipe as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, Wellston Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 18th day of February 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Porum Public Works Authority
COUNTY: Muskogee

DATE RECEIVED: 08/14/2024
APPLICATION NUMBER: FAP-25-0014-R

Amount Requested: \$99,999.00

Amount Recommended: \$99,999.00

PROJECT DESCRIPTION: Porum Public Works Authority operates a wastewater treatment plant and collection system. The treatment plant is a four cell lagoon system and the collection system is comprised of mainly clay tile piping with brick and concrete manholes. The system is experiencing high inflow and infiltration causing substantial problems and increased operational expenses. The proposed project is to replace approximately 1,300 linear feet of 8-inch sewer main, replace 3 manholes and surface repairs, and all appurtenances required to complete the project. The estimated cost of the project is \$99,999.00 which will be funded by the OWRB REAP Grant of \$99,999.00.

| Priority Ranking | | | Priority Points |
|------------------------------------------------------------|---------------|----------------------------------------------------------------------|-----------------|
| Population <u>701</u> (Maximum: 55 points) | | | <u>55</u> |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | |
| Water rate per 5,000 gal/month: | \$ 38.98 | <input type="checkbox"/> Flat rate | <u>-3</u> |
| Sewer rate per 5,000 gal/month: | <u>10.31</u> | <input type="checkbox"/> Decreasing Block | <u>-2</u> |
| Total | \$ 49.29 | <input type="checkbox"/> Uniform | <u>0</u> |
| | 9 points | <input checked="" type="checkbox"/> Increasing Block | <u>+2</u> |
| | | <input type="checkbox"/> Sales tax (W/S) | <u>+1</u> |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | |
| Total Indebtedness: | \$ 592,950.00 | | |
| Monthly Debt Payment: | \$ 7,663.00 | | <u>10</u> |
| Number of Customers: | 314 | | |
| Monthly Payment Per Customer: | \$ 24.40 | | |
| MEDIAN HOUSEHOLD INCOME | \$ 27,137.00 | (Maximum: 10 points) | <u>7</u> |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | | |
| FP | = | $\frac{(\$99,999.00)}{(314)} \times \frac{(0.0710)}{(12)} = \$ 1.88$ | <u>5</u> |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | | |
| AR | = | \$99,999.00 | <u>1</u> |
| REQUEST NUMBER | <u>3</u> | | <u>(10)</u> |
| ENFORCMENT ORDER | <u>No</u> | (Maximum: 5 points) | <u>0</u> |
| BENEFIT OF PROJECT TO OTHER SYSTEMS | <u>No</u> | | <u>0</u> |
| FISCAL SUSTAINABILITY | | | <u>10</u> |
| TOTAL PRIORITY POINTS | | | <u>89</u> |

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-25-0014-R IN THE NAME OF THE)
PORUM PUBLIC WORKS AUTHORITY,)
MUSKOGEE COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of February 2025. The Board finds that since the application for this grant has received a priority ranking of 89 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$99,999.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the REAP grant shall not exceed \$99,999.00.
2. REAP Grant funds shall be deposited in a separate account with a federally insured financial institution.
3. Applicants who have raised water and/or sewer rates resulting in an advancement in position of priority for assistance shall not modify those rates after receipt of the REAP grant without the prior written consent of the Board, unless such modification would not result in a change in position of priority.
4. The applicant shall fully document disbursement of REAP grant funds as required by the Board or its staff. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Disbursement of grant funds without supporting documentation shall be considered and deemed unauthorized expenditure of grant funds.
5. The applicant shall return any unexpended REAP grant funds to the Board within thirty (30) days of completion of the project or within thirty (30) days from the applicant's receipt of all invoices, whichever is later.

6. The project shall be to replace approximately 1,300 linear feet of 8-inch sewer main, replace 3 manholes and surface repairs as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, Porum Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 18th day of February 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Mounds Public Works Authority
COUNTY: Creek

DATE RECEIVED: 09/03/2024
APPLICATION NUMBER: FAP-25-0081-R

Amount Requested: \$99,900.00

Amount Recommended: \$99,900.00

PROJECT DESCRIPTION: Mounds Public Works Authority operates a sewer system with a lagoon needing stabilization and a deteriorating manhole. The improvements are urgent due to the population growth in the area and staying compliant with environmental standards. The proposed project is to stabilize the lagoon with additional riprap placement to prevent erosion, replace the deteriorating manhole and all appurtenances required to complete the project. The estimated cost of the project is \$99,900.00 which will be funded by the OWRB Reap Grant of \$99,900.00.

| Priority Ranking | | | Priority Points |
|-------------------------------------------------------------------------------------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Population <u>1168</u> (Maximum: 55 points) | | | <u>55</u> |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | |
| Water rate per 5,000 gal/month: \$ 59.93 Sewer rate per 5,000 gal/month: <u>84.00</u> Total \$ 144.93 | 10 points | <input type="checkbox"/> Flat rate <u>-3</u> <input type="checkbox"/> Decreasing Block <u>-2</u> <input type="checkbox"/> Uniform <u>0</u> <input checked="" type="checkbox"/> Increasing Block <u>+2</u> <input type="checkbox"/> Sales tax (W/S) <u>+1</u> | <u>12</u> |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | |
| Total Indebtedness: \$ | 0.00 | | |
| Monthly Debt Payment: \$ | 0.00 | | <u>0</u> |
| Number of Customers: | 1041 | | |
| Monthly Payment Per Customer: \$ | 0.00 | | |
| MEDIAN HOUSEHOLD INCOME \$ | 35,714.00 | (Maximum: 10 points) | <u>5</u> |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | | |
| FP = | <u>(\$99,900.00)</u> | <u>(0.0710)</u> = \$.57 | <u>0</u> |
| | (1041) | (12) | |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | | |
| AR = | \$99,900.00 | | <u>1</u> |
| REQUEST NUMBER | <u>0</u> | | <u>0</u> |
| ENFORCMENT ORDER | <u>No</u> | (Maximum: 5 points) | <u>0</u> |
| BENEFIT OF PROJECT TO OTHER SYSTEMS | <u>No</u> | | <u>0</u> |
| FISCAL SUSTAINABILITY | | | <u>10</u> |
| TOTAL PRIORITY POINTS | | | <u>83</u> |

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-25-0081-R IN THE NAME OF THE)
MOUNDS PUBLIC WORKS AUTHORITY,)
CREEK COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of February 2025. The Board finds that since the application for this grant has received a priority ranking of 83 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$99,900.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the REAP grant shall not exceed \$99,900.00.
2. REAP Grant funds shall be deposited in a separate account with a federally insured financial institution.
3. Applicants who have raised water and/or sewer rates resulting in an advancement in position of priority for assistance shall not modify those rates after receipt of the REAP grant without the prior written consent of the Board, unless such modification would not result in a change in position of priority.
4. The applicant shall fully document disbursement of REAP grant funds as required by the Board or its staff. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Disbursement of grant funds without supporting documentation shall be considered and deemed unauthorized expenditure of grant funds.
5. The applicant shall return any unexpended REAP grant funds to the Board within thirty (30) days of completion of the project or within thirty (30) days from the applicant's receipt of all invoices, whichever is later.

6. The project shall be to stabilize the lagoon with additional riprap placement to prevent erosion and replace the deteriorating manhole as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, Mounds Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 18th day of FEBRUARY 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: The Big Cabin Public Works Authority
COUNTY: Craig

DATE RECEIVED: 08/30/2024
APPLICATION NUMBER: FAP-25-0060-R

Amount Requested: \$99,999.00

Amount Recommended: \$99,999.00

PROJECT DESCRIPTION: The Big Cabin Public Works Authority operates a water system with deteriorated water lines and booster station. The lines and booster station need replaced to deter pressure and health issues. The proposed project is to replace the deteriorated lines and booster station, and all appurtenances required to complete the project. The estimated cost of the project is \$99,999.00 which will be funded by the OWRB REAP Grant of \$99,999.00.

| Priority Ranking | | | Priority Points |
|------------------------------------------------------------|-------------------------------|------------------------------------------------------|-----------------|
| Population <u>174</u> (Maximum: 55 points) | | | <u>55</u> |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | |
| Water rate per 5,000 gal/month: | \$ 28.12 | <input type="checkbox"/> Flat rate | <u>-3</u> |
| Sewer rate per 5,000 gal/month: | <u>32.63</u> | <input type="checkbox"/> Decreasing Block | <u>-2</u> |
| Total | \$ 60.75 | <input type="checkbox"/> Uniform | <u>0</u> |
| | 10 points | <input checked="" type="checkbox"/> Increasing Block | <u>+2</u> |
| | | <input checked="" type="checkbox"/> Sales tax (W/S) | <u>+1</u> |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | |
| Total Indebtedness: | \$ 0.00 | | |
| Monthly Debt Payment: | \$ 0.00 | | <u>0</u> |
| Number of Customers: | 100 | | |
| Monthly Payment Per Customer: | \$ 0.00 | | |
| MEDIAN HOUSEHOLD INCOME \$ 40,625.00 | | (Maximum: 10 points) | <u>3</u> |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | | |
| FP = | $\frac{(\$99,999.00)}{(100)}$ | $\frac{(0.0710)}{(12)}$ | = \$ 5.92 |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | | |
| AR = | \$99,999.00 | | <u>1</u> |
| REQUEST NUMBER | <u>0</u> | | <u>0</u> |
| ENFORCMENT ORDER | <u>No</u> | (Maximum: 5 points) | <u>0</u> |
| BENEFIT OF PROJECT TO OTHER SYSTEMS | <u>No</u> | | <u>0</u> |
| FISCAL SUSTAINABILITY | | | <u>10</u> |
| TOTAL PRIORITY POINTS | | | <u>91</u> |

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-25-0060-R IN THE NAME OF)
THE BIG CABIN PUBLIC WORKS AUTHORITY,)
CRAIG COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of February 2025. The Board finds that since the application for this grant has received a priority ranking of 91 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$99,999.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the REAP grant shall not exceed \$99,999.00.
2. REAP Grant funds shall be deposited in a separate account with a federally insured financial institution.
3. Applicants who have raised water and/or sewer rates resulting in an advancement in position of priority for assistance shall not modify those rates after receipt of the REAP grant without the prior written consent of the Board, unless such modification would not result in a change in position of priority.
4. The applicant shall fully document disbursement of REAP grant funds as required by the Board or its staff. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Disbursement of grant funds without supporting documentation shall be considered and deemed unauthorized expenditure of grant funds.
5. The applicant shall return any unexpended REAP grant funds to the Board within thirty (30) days of completion of the project or within thirty (30) days from the applicant's receipt of all invoices, whichever is later.

6. The project shall be to replace the deteriorated lines and booster station as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, The Big Cabin Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 18th day of February 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Quinton Public Works Authority
COUNTY: Pittsburg

DATE RECEIVED: 08/14/2024
APPLICATION NUMBER: FAP-25-0012-R

Amount Requested: \$99,999.00

Amount Recommended: \$99,999.00

PROJECT DESCRIPTION: Quinton Public Works Authority owns and operates a wastewater collection system comprised of a four-cell lagoon. The lagoon system is experiencing erosion and needs improvements made. The proposed project is to reshape the eroded dikes, rehabilitate the pumps, valves, rails, piping, and discharge structures and all appurtenances required to complete the project. The estimated cost of the project is \$99,999.00 which will be funded by the OWRB REAP Grant of \$99,999.00.

| Priority Ranking | | | Priority Points |
|--------------------------------------------------------------------------|------------------------------------------------------|-----------|-----------------|
| Population <u>863</u> (Maximum: 55 points) | | | <u>55</u> |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | |
| Water rate per 5,000 gal/month: \$ 54.20 | <input type="checkbox"/> Flat rate | <u>-3</u> | 12 |
| Sewer rate per 5,000 gal/month: <u>28.01</u> | <input type="checkbox"/> Decreasing Block | <u>-2</u> | |
| Total \$ 82.21 | <input type="checkbox"/> Uniform | <u>0</u> | |
| 10 points | <input checked="" type="checkbox"/> Increasing Block | <u>+2</u> | |
| | <input type="checkbox"/> Sales tax (W/S) | <u>+1</u> | |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | |
| Total Indebtedness: \$ 1,132,717.00 | | | 4 |
| Monthly Debt Payment: \$ 4,621.25 | | | |
| Number of Customers: 433 | | | |
| Monthly Payment Per Customer: \$ 10.67 | | | |
| MEDIAN HOUSEHOLD INCOME \$ 20,139.00 | (Maximum: 10 points) | | <u>9</u> |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | | |
| FP = $\frac{(\$99,999.00)}{(433)} \cdot \frac{(0.0710)}{(12)} = \$ 1.37$ | | | <u>3</u> |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | | |
| AR = \$99,999.00 | | | <u>1</u> |
| REQUEST NUMBER <u>0</u> | | | <u>0</u> |
| ENFORCMENT ORDER <u>No</u> | (Maximum: 5 points) | | <u>0</u> |
| BENEFIT OF PROJECT TO OTHER SYSTEMS <u>No</u> | | | <u>0</u> |
| FISCAL SUSTAINABILITY | | | <u>10</u> |
| TOTAL PRIORITY POINTS | | | <u>94</u> |

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-25-0012-R IN THE NAME OF THE)
QUINTON PUBLIC WORKS AUTHORITY,)
PITTSBURG COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of February 2025. The Board finds that since the application for this grant has received a priority ranking of 94 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$99,999.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the REAP grant shall not exceed \$99,999.00.
2. REAP Grant funds shall be deposited in a separate account with a federally insured financial institution.
3. Applicants who have raised water and/or sewer rates resulting in an advancement in position of priority for assistance shall not modify those rates after receipt of the REAP grant without the prior written consent of the Board, unless such modification would not result in a change in position of priority.
4. The applicant shall fully document disbursement of REAP grant funds as required by the Board or its staff. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Disbursement of grant funds without supporting documentation shall be considered and deemed unauthorized expenditure of grant funds.
5. The applicant shall return any unexpended REAP grant funds to the Board within thirty (30) days of completion of the project or within thirty (30) days from the applicant's receipt of all invoices, whichever is later.

6. The project shall be to reshape the eroded dikes, rehabilitate the pumps, valves, rails, piping, and discharge structures as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, Quinton Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 18th day of February 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

ARPA GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Sapulpa Municipal Authority
COUNTY: Creek

DATE RECEIVED: 11/30/2022
APPLICATION NUMBER: ARP-23-0259-G
ARPA NUMBER: ARPA-YY002306
Amount Recommended: \$1,786,500.00

Amount Requested: \$1,786,500.00

PROJECT DESCRIPTION: Sapulpa Municipal Authority owns and operates a wastewater system. The city has seen increased growth on the west side with residential development to come. The proposed project is to do a sanitary sewer analysis to evaluate system capacity, lift station requirements, propose solutions for deficiencies, install approximately 4,100 linear feet of 12-inch sewer line along with lift stations and manholes as required, and all appurtenances required to complete the project. The estimated cost of the project is \$5,010,600.00 which will be funded by the ARPA grant of \$1,786,500.00 and an FAP Loan of \$8,409,923.65 that has several other projects associated with it.

| Priority Ranking | | | Priority Points |
|------------------------------------------------------------|------------------|----------------------|-----------------|
| Population <u>21,170</u> | | | |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | |
| Water rate per 5,000 gal/month: | \$ 37.39 | () Flat rate | <u>-3</u> |
| Sewer rate per 5,000 gal/month: | <u>37.52</u> | () Decreasing Block | <u>-2</u> |
| Total | \$ 74.91 | () Uniform | <u>0</u> |
| | | () Increasing Block | <u>+2</u> |
| | 10 points | (x) Sales tax (W/S) | <u>+1</u> |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | |
| Total Indebtedness: | \$ 69,668,117.00 | | |
| Monthly Debt Payment: | \$ 372,298.00 | | <u>10</u> |
| Number of Customers: | 6630 | | |
| Monthly Payment Per Customer: | \$ 56.15 | | |
| APCI Tier | Tier 3.00 | (Maximum: 24 points) | <u>12</u> |
| LEGISLATIVE PORTAL REQUEST (Maximum: 5 points) | | | <u>5</u> |
| PREVIOUS GRANTS | <u>0</u> | | <u>(8)</u> |
| ENFORCMENT ORDER | <u>No</u> | (Maximum: 5 points) | <u>0</u> |
| BENEFIT OF PROJECT TO OTHER SYSTEMS | <u>No</u> | | <u>0</u> |
| FISCAL SUSTAINABILITY | | | <u>10</u> |
| TOTAL PRIORITY POINTS | | | <u>40</u> |

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA**

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION)
NO. ARP-23-0259-G IN THE NAME OF THE)
SAPULPA MUNICIPAL AUTHORITY,)
CREEK COUNTY, OKLAHOMA.)

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of February 2025. The Board finds that since the application for this grant has received a priority ranking of 40 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$1,786,500.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,786,500.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to do a sanitary sewer analysis to evaluate system capacity, lift station requirements, propose solutions for deficiencies, and install approximately 4,100 linear feet of 12-inch sewer line along with lift stations and manholes as required. Applicant is authorized to request the ARPA grant funds only for costs incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Sapulpa Municipal Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 18th day of February 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

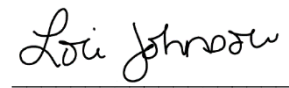
ATTEST:

Suzanne Landess, Secretary

(SEAL)

Sapulpa Municipal Authority
OWRB ARPA Grant No. ARP-23-0259-G

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

3. SUMMARY DISPOSITION AGENDA ITEMS

D. Contracts and Agreements Recommended for Approval

February 18, 2025

AGENDA ITEM 3D(1)
STATEMENT OF WORK

| | |
|-----------------|-------------------------------------------------------------------------------------|
| WITH: | Gold Systems |
| PURPOSE: | To provide improved data storage and data access tools for water quality monitoring |
| AMOUNT: | Not to exceed \$135,000.00 |
| TERM: | Through September 30, 2027 |

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------|----------------------|
| Client Name: Oklahoma Water Resources Board | | End-Client (If different than Client Name): | |
| Client Contact: Brandi Easton, Data Manager Water Assessment, Trends, and Environmental Research (WATER) Division | Phone#: 405.530.8949 | Start Date: [Client Signature Date Below] | End Date: 09/30/2027 |
| Client Address: 3800 N Classen Blvd, Oklahoma City, OK 73118 | | | |
| Location of Services: (If different than Client Address) All services will be performed remotely from Gold Systems offices. | | | |
| Description of Services: See Exhibit A - SOW | | | |

Terms and Conditions: Client hereby contracts with GOLD SYSTEMS for services in accordance with the terms and conditions stated in this Professional Service Agreement ("PSA") as described in the accompanying statement of work (Exhibit A). Client and GOLD SYSTEMS are each a ("Party") to this PSA and are collectively the ("Parties"). This PSA may only be modified or extended in a writing signed by authorized representatives of the Parties. This PSA is the entire agreement between the Parties concerning this subject matter and supersedes any prior or contemporaneous agreements or understandings regarding the same. All notices to a Party required under this PSA must be in writing to the Party's address above.

for any problems attributable to the content, accuracy, completeness or consistency of any information or other resources supplied by Client.

1. **Services.** GOLD SYSTEMS will provide technical support services, as defined in the associated statement of work, at the Client's direction for the term of this PSA. Any enhancements to environmental data management software ("The Software") made by Gold Systems resulting from the services shall belong to GOLD SYSTEMS and a copy shall be given to the Client in the form of a new release of The Software in the GOLD SYSTEMS hosted environment. Client understands and agrees that GOLD SYSTEMS may provide services directly or through affiliates or subcontractors. The Gold Systems' Consultants assigned to the project shall not be deemed employees of Client and shall not be entitled to benefits or privileges of Client's employees. GOLD SYSTEMS acknowledges that it is solely responsible for compensating the Consultants or Consultants' employer for the services he/she performs and will withhold such federal, state and local taxes and unemployment insurance as required by law. Client agrees to pay GOLD SYSTEMS for such services at the rates specified in the statement of work associated with this PSA. Invoicing will typically be monthly and payment is due to GOLD SYSTEMS within thirty (30) days of Client's receipt of invoice. GOLD SYSTEMS may, at its discretion, invoice up to three months' services on a single invoice to optimize invoice processing effort. GOLD SYSTEMS may charge interest at the rate of one and one-half percent (1 1/2%) per month on any amounts unpaid after forty-five (45) days of invoice date. Any late invoicing by GOLD SYSTEMS shall not affect Client's obligation to pay for services rendered. Client agrees that the rate(s) specified do not include, and agrees to reimburse GOLD SYSTEMS for any sales, use, excise or similar taxes which may be assessed on the services provided under this PSA (except for taxes on GOLD SYSTEMS' net income). Client further agrees to reimburse GOLD SYSTEMS for any reasonable and necessary out-of-pocket expenses incurred in performing the services, unless otherwise provided in this PSA. Client agrees to reimburse GOLD SYSTEMS for any reasonable costs or fees, including attorneys' fees, incurred in collecting any amounts that Client has failed to pay when due.

6. **Compliance with Laws.** The Parties will comply with all applicable laws, rules, orders, statutes and regulations including those laws regarding non-discrimination in employment, occupational health and safety, environmental protection, and fair labor standards.

7. **Intentionally Omitted**

8. **Intentionally Omitted**

9. **Insurance.** The Parties each agree to carry and maintain in force during the term of this PSA insurance coverage as follows: (i) Workers' Compensation - Statutory with limits as prescribed by applicable state law and Employer's Liability with limits of \$1,000,000, per accident and in the aggregate; (ii) Commercial General Liability with limits of \$1,000,000, combined single limit bodily injury and property damage, per occurrence and in the aggregate; and (iii) Business Automobile Liability with limits of \$1,000,000, combined single limit, each accident. The parties agree, upon written request, to provide each other with certificates of insurance evidencing these coverages.

10. **Force Majeure.** Neither Party will be held liable nor be deemed to be in default of this PSA if it is prevented from carrying out its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, any act of God, fire, natural disaster, accident, war, acts of war (declared or not), insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, shortages in the marketplace, or act, omissions or delays in acting by any governmental authority or the other Party.

11. **LIMITATIONS OF LIABILITY.** Neither party shall be liable to the other for indirect, incidental, special or consequential damages sustained resulting from the action or inaction of the other under this PSA, whether the cause of action against the other is in contract, breach of warranty, tort, gross negligence or otherwise, including, but not limited to lost profits, lost opportunities and/or delay damages, even if the other party was aware of or knew the potential for such damages. Gold systems' liability for damages hereunder, regardless of the form of action shall not exceed per claim and in the aggregate the total amount paid for services under this PSA. Neither party may bring action or institute a proceeding against the other party more than one (1) year after the event giving rise to such claim.

12. **Assignment.** Neither GOLD SYSTEMS nor Client may assign its obligations under this PSA to an unaffiliated Party without the prior written consent of the other Party.

13. **Change Management Process.**

Client acknowledges that any changes to the Statements of Work authorized or directed by the Client, including the Agreed Specifications, may require increased or decreased work by GOLD SYSTEMS necessitating a reasonable adjustment in the payments due GOLD SYSTEMS under this Agreement, and/or to any delivery schedules. Client agrees to negotiate any such required changes in good faith in accordance with the provisions set forth in this Section; and as may be included in each Statement of Work (the "Change Management Process"), that will reflect the revised information, including, but not limited to changes in requirements, assumptions, cost, schedule or general contract terms. Client has the right to review the proposed changes with and obtain the approval of grantor(s) (e.g. the U.S. EPA) who have provided funds for the work prescribed in this agreement and the associated statement of work prior to agreeing to changes to the associated statement of work. Once negotiated, all change orders will be executed using a format substantially the same as the Statement of Work. The terms of a Change Authorization Statement of Work will prevail over those of the applicable Statement of Work and, as applicable, any previous Change Authorizations, to the extent they are inconsistent. Client recognizes that reasonable delays in the Services or Deliverables caused by such negotiations may result and GOLD SYSTEMS and Client will use their best efforts to minimize any such delays.

14. **Other**

The Parties represent and warrant that they have full corporate power and authority to execute this PSA and to perform their obligations hereunder, and that the person whose signature appears below is fully authorized to enter into this PSA. This PSA shall be governed under the laws of the State of Oklahoma. Any unresolvable dispute arising hereafter shall be heard in the State of Oklahoma.

15. **Severability of Terms and Provisions**

The invalidation or unenforceability of any term or provision of this PSA shall not affect the validity or enforceability of any other term or provision of this PSA, provided that the Parties can continue to perform their obligations under this PSA in accordance with the intent of this PSA..

Dave Wilcox

1/31/2025

GOLD SYSTEMS Authorized Signer

Date

Client Authorized Signer

Date

Dave Wilcox

CEO

Signer's Printed Name

Title

Signer's Printed Name

Title



EXHIBIT A – STATEMENT OF WORK (For Project Work)

THIS STATEMENT OF WORK ("SOW") is issued in accordance with the Gold Systems contract ENV2024-03, between GOLD SYSTEMS Inc. ("GOLD SYSTEMS") and Oklahoma Water Resources Board, ("Client").

Form fields for Term/Period of Performance, Statement of Work Type, and Statement of Work Value.

Table with 4 columns: Labor Category Title, Hourly Rate, Labor Category Title, Hourly Rate. Lists various roles and their rates.

See Attachment B, Labor Category Descriptions for additional details.

CLIENT INFORMATION section with fields for Client Name and Address.

Scope/Description of Work;

Gold Systems Tasks;

See Attachment A: Summarized Goals and Outputs from OKWRB FY2024 Cycle EN Grant Proposal for the tasks, proposed work plan, and estimated budget.

Deliverables & Schedule;

Where possible, delivery of software enhancements will be coordinated and/or combined with previously scheduled software releases and in conjunction with the software enhancements being implemented for other software users/clients.

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| GOLD SYSTEMS Provided Third Party Technology: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(NOTE: Specify any third party technology provided by GOLD SYSTEMS that may be required to be included in the Deliverables during the course of performance. Otherwise, indicate that no such technology is currently contemplated by the parties.)</i> | If yes, please describe: |
| Client Provided Third Party Technology: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(NOTE: Specify any third party technology provided by Client that may be required to be included in the Deliverables during the course of performance. Otherwise, indicate that no such technology is currently contemplated by the parties.)</i> | If yes, please describe: |
| Client Provided Equipment: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If yes, please describe: |
| GOLD SYSTEMS Provided Equipment: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If yes, please describe: |
| Payment Schedule: All labor and other direct costs are provided on a time and materials basis and will be invoiced per paragraph 1 of the associated PSA. | |
| Client Invoice Address: (See associated PSA) | |
| GOLD SYSTEMS Project Manager: Mark LeBaron Phone: 801-698-4472 Email: mark.lebaron@goldsystems.com | |
| Client Contact (Contractual): (See PSA) | Client Contact Name (Operational): (Same as PSA) |
| Additional Terms: Costs in the Goals and Outputs listed are estimates Gold Systems provided per discussions and agreements for Client's enhancement requirements captured prior to submission and award of their FY2024 EN grant proposal. If, for any reason, a task or goal has been underestimated or Client requirements have changed, Gold Systems will discuss with Client to reduce the scope to minimally meet the grant goal output while staying within total project budget. | |

This Statement of Work and its attachments will be effective and become an integral part of the Agreement upon signature of an authorized representative of both parties. This Statement of Work supersedes any and all previous or contemporaneous agreements and understandings with respect to the subject matter of this Statement of Work (provided that the Agreement remains in full force and effect).

ACKNOWLEDGED AND ACCEPTED:

The undersigned have read, understand, and agree to the terms and conditions herein, including any attachments hereto.

| | |
|-------------------------------------------|-------------------------------------|
| For and on behalf of GOLD SYSTEMS: | For and on behalf of Client: |
| By: <i>Dave Wilcox</i> | By: |
| Printed Name/Title: Dave Wilcox, CEO | Printed Name/Title: |
| Date: 1/31/2025 | Date: |

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Attachment A:

Summarized Goals and Outputs from OKWRB FY2024 Cycle EN Grant Proposal for SOW GSSOWENV2024-03

This list of goals and associated outputs is based on the OKWRB FY2024 NEIEN grant proposal, goals 1 and 2. Cost estimates shown are those provided by Gold Systems to OKWRB prior to proposal submission to the EPA. Estimated completion dates discussed in the EN Grant Proposal will need to be recalibrated upon project initiation to adapt to the actual signature dates of this PSA and other work under way or planned for The Software.

If OKWRB decides changes to this work plan are needed, (e.g. swapping a listed output for another desired output, or changes to the specific software enhancement used as the basis for the original Gold Systems estimates), such changes will be estimated by Gold Systems, taking into account funds already spent, to ensure the changes will be feasible within the total remaining budget and timeline. Upon mutual agreement by both OKWRB and Gold Systems, official direction to change the work to be performed will be documented via email.

| Goal 1 | Output | Output Cost |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------|----------------------|
| Improve monitoring location metadata storage structures and management processes. | 1.1: Monitoring location project management improvements | \$15,200 |
| | 1.2: Monitoring location alternate ID management improvement | \$15,200 |
| | 1.3: Well metadata data elements | \$70,800 |
| Total Budget for Goal 1: | | \$ 101,200 |
| Goal 2 | Output | Output Cost |
| Enhance data access through expanded web services and searching capabilities in AWQMS. | 2.1 Web service adjustments. | \$ 8,100 |
| | 2.2 Data search and export improvements. | \$ 25,700 |
| Total Budget for Goal 2: | | \$ 33,800 |
| Total Budget: | | \$ 135,000.00 |

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Attachment B: Labor Category Descriptions

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| <p>Analyst II</p> <p>Minimum General Experience: Familiar with relational database concepts, and client-server concepts. Relies on limited experience and judgment to plan and accomplish goals. Must have 2-4 years of experience in the field or in a related area.</p> <p>Functional Responsibilities: Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Writes detailed description of user needs, program functions, and steps required to develop or modify computer programs. Performs a variety of tasks. Works under general supervision; typically reports to a project leader or manager. A certain degree of creativity and latitude is required.</p> <p>Minimum Education: Requires an Associate's degree in a related area.</p> |
| <p>Analyst III</p> <p>Minimum General Experience: Familiar with relational database concepts, and client-server concepts. Relies on experience and judgment to plan and accomplish goals. Must have 4-6 years of experience in the field or in a related area.</p> <p>Functional Responsibilities: Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Writes detailed description of user needs, program functions, and steps required to develop or modify computer programs. Performs a variety of complicated tasks. May lead and direct the work of others. May report directly to a project lead or manager. A wide degree of creativity and latitude is expected.</p> <p>Minimum Education: Requires a Bachelor's degree in area of specialty.</p> |
| <p>Analyst IV</p> <p>Minimum General Experience: Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Must have 6-8 years of experience in the field or in a related area.</p> <p>Functional Responsibilities: Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Writes detailed description of user needs, program functions, and steps required to develop or modify computer programs. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.</p> <p>Minimum Education: Requires a Bachelor's degree in area of specialty.</p> |
| <p>Software Developer II</p> <p>Minimum General Experience: Familiar with standard concepts, practices, and procedures within a particular field. Must have 2-5 years of experience in the field or in a related area.</p> <p>Functional Responsibilities: Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and documenting programs. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a project leader or manager. A certain degree of creativity and latitude is required.</p> <p>Minimum Education: Require an Associate's degree in a related area.</p> |
| <p>Software Developer III</p> <p>Minimum General Experience: Familiar with a variety of the field's concepts, practices, and procedures. Must have 4-6 years of experience in the field or in a related area.</p> <p>Functional Responsibilities: Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and documenting programs. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report directly to a project lead or manager. A wide degree of creativity and latitude is expected.</p> <p>Minimum Education: Requires a Bachelor's degree in a related field.</p> |
| <p>Software Developer IV</p> <p>Minimum General Experience: Familiar with a variety of the field's concepts, practices, and procedures. Must have 5-8 years of experience in the field or in a related area.</p> <p>Functional Responsibilities: Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and documenting programs. May require a bachelor's degree. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report directly to a project lead or manager. A wide degree of creativity and latitude is expected.</p> <p>Minimum Education: Requires an Associate's degree in the related field.</p> |
| <p>Project Manager II</p> <p>Minimum General Experience: Familiar with a variety of the field's concepts, practices, and procedures. Must have 10 years of experience in the field or in related area.</p> <p>Functional Responsibilities: Manages applications engineering team who research, collect and report information on the ability and capacity of company products and competing equipment. Oversees and contributes to the design and development of equipment and systems or redesign to existing equipment to fulfill the needs of customers. Ensures projects are completed on time and within budget. Acts as advisor to applications engineering team regarding projects, tasks, and operations. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of complex tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to head of a unit/department.</p> <p>Minimum Education: Requires a Bachelor's degree in a related field.</p> |
| <p>Project Manager III</p> <p>Minimum General Experience: Familiar with a variety of the field's concepts, practices, and procedures. Must have 7-10 years of experience in the field or in a related area.</p> <p>Functional Responsibilities: Manages applications engineering team who research, collect and report information on the ability and capacity of company products and competing equipment. Oversees and contributes to the design and development of equipment and systems or redesign to existing equipment to fulfill the needs of customers. Ensures projects are completed on time and within budget. Acts as advisor to applications engineering team regarding projects, tasks, and operations. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of complex tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to head of a unit/department.</p> <p>Minimum Education: Requires a Bachelor's degree in a related field</p> |
| <p>Project Manager IV</p> |

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| <p>Minimum General Experience: Familiar with a variety of the field's concepts, practices, and procedures. Must have at least 8 years of related experience.</p> <p>Functional Responsibilities: Plans and designs engineering programs and assembles project staffs. Responsible for organizing highly complex activities for the development, implementation, and maintenance of engineering projects. Reports to top management.</p> <p>Minimum Education: Requires an advanced degree in a related field.</p> |
| <p>Technical Writer II</p> <p>Minimum General Experience: Familiar with standard concepts, practices, and procedures within a particular field. Must have 2-4 years of experience in the field or in a related area.</p> <p>Functional Responsibilities: Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses. May be responsible for coordinating the display of graphics and the production of the document. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a supervisor or manager. A certain degree of creativity and latitude is required.</p> <p>Minimum Education: Require a Bachelor's degree in a related field.</p> |
| <p>Technical Writer III</p> <p>Minimum General Experience: Familiar with a variety of the field's concepts, practices, and procedures. Must have 4-6 years of experience in the field or in a related area.</p> <p>Functional Responsibilities: Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses. May be responsible for coordinating the display of graphics and the production of the document. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. Typically reports to a manager or head of a unit/department. A wide degree of creativity and latitude is expected.</p> <p>Minimum Education: Requires a Bachelor's degree in a related field.</p> |
| <p>Software Tester/QA II</p> <p>Minimum General Experience: Familiar with standard concepts, practices, and procedures within a particular field. Must have 2-4 years of experience in the field or in a related field.</p> <p>Functional Responsibilities: Evaluates, recommends, and implements automated test tools and strategies. Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager.</p> <p>Minimum Education: Requires a Bachelor's degree in area of specialty.</p> |
| <p>Software Tester/QA III</p> <p>Minimum General Experience: Familiar with a variety of the field's concepts, practices, and procedures. Must have 4-6 years of experience in the field or in a related area.</p> <p>Functional Responsibilities: Evaluates, recommends, and implements automated test tools and strategies. Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a supervisor or manager.</p> <p>Minimum Education: Requires a Bachelor's degree in a related field.</p> |
| <p>Software Tester/QA IV</p> <p>Minimum General Experience: Familiar with a variety of the field's concepts, practices, and procedures. Must have 5-8 years of experience in the field or in a related area.</p> <p>Functional Responsibilities: Evaluates, recommends, and implements automated test tools and strategies. Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a supervisor or manager.</p> <p>Minimum Education: Requires a Bachelor's degree in a related field.</p> |
| <p>Support Technician II</p> <p>Minimum General Experience: Familiar with standard concepts, practices, and procedures within a particular field. Must 2-5 years of experience in the field or in a related field.</p> <p>Functional Responsibilities: Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a project leader or manager. A certain degree of creativity and latitude is required. Maintains, analyzes, troubleshoots, and repairs computer systems, hardware and computer peripherals. Documents, maintains, upgrades or replaces hardware and software systems. Supports and maintains user account information including rights, security and systems groups.</p> <p>Minimum Education: Requires an Associate's degree or its equivalent in a related field.</p> |
| <p>Support Technician III</p> <p>Minimum General Experience: Familiar with a variety of the field's concepts, practices, and procedures. Must have at least 4 years of experience in the field or in a related area.</p> <p>Functional Responsibilities: Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. Typically reports to a project leader or manager. A wide degree of creativity and latitude is expected. Maintains, analyzes, troubleshoots, and repairs computer systems, hardware and computer peripherals. Documents, maintains, upgrades or replaces hardware and software systems. Supports and maintains user account information including rights, security and systems groups.</p> <p>Minimum Education: Requires an Associate's degree or its equivalent in a related field.</p> |
| <p>Software Engineer III</p> |

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| <p>Minimum General Experience: Familiar with a variety of the field's concepts, practices, and procedures. Must have 4-6 years of experience in the field or in a related area.</p> | |
| <p>Functional Responsibilities: Designs, modifies, develops, writes and implements software programming applications. Supports and/or installs software applications. Participates in the testing process through test review and analysis, test witnessing and certification of software. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report directly to a project lead or manager. A wide degree of creativity and latitude is expected.</p> | |
| <p>Minimum Education: Requires a Bachelor's degree in a related area.</p> | |
| <p>Software Engineer IV</p> | |
| <p>Minimum General Experience: Familiar with a variety of the field's concepts, practices, and procedures. Must have 6-8 years of experience in the field.</p> | |
| <p>Functional Responsibilities: Designs, modifies, develops, writes and implements software programming applications. Supports and/or installs software applications. Participates in the testing process through test review and analysis, test witnessing and certification of software. Designs, plans, and coordinates work teams. Provides technical support to project team members. Generally manages a group of software developers/engineers. Relies on experience and judgment to plan and accomplish goals. Typically reports to a senior manager.</p> | |
| <p>Minimum Education: Requires a Bachelor's degree in a related area.</p> | |
| <p>Due to the availability or limitation of education, occasionally substitution of experience as referenced below for a professional labor type with additional years of experience will be provided to the Federal Agency when responding to their IT requirements and it is solely the acquiring agency's determination, if the substitution is considered acceptable prior to an award.</p> | |
| Education Requirements | Equivalent Experience |
| Bachelor of Science (BS) | AS + 2 years of relevant work experience or 4 years of relevant work experience |

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AGENDA ITEM 3D(2)
JOINT FUNDING AGREEMENT

WITH: United States Geological Survey

PURPOSE: To construct and calibrate a Soil-Water-Balance model and a regional numerical groundwater-flow model of the Ogallala aquifer.

AMOUNT: Not to exceed \$612,100.00

TERM: March 1, 2025 through September 30, 2028



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oklahoma-Texas Water Science Center
202 NW 66th Street, Bldg. 7
Oklahoma City, OK 73116

January 29, 2025

Derrick Wagner
Oklahoma Water Resources Board
3800 N. Classen Blvd
Oklahoma City, OK 73118

Mr. Derrick Wagner:

Enclosed is our standard joint-funding agreement 25SJFAOK002020 between the U.S. Geological Survey Oklahoma-Texas Water Science Center and Oklahoma Water Resources Board for the Ogallala aquifer modeling project, during the period March 1, 2025 through September 30, 2028 in the amount of \$612,100 from your agency. U.S. Geological Survey contributions for this agreement are \$120,000 for a combined total of \$732,100. Please sign and return one fully-executed original to Mitchell King at GS-W-OT_OTFM@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **March 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jason Lewis at (405) 651-2029 or email jmlewis@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Mitchell King at phone number (405) 249-3296 or GS-W-OT_OTFM@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Meghan Roussel
Acting Director

Enclosure
25SJFAOK002020

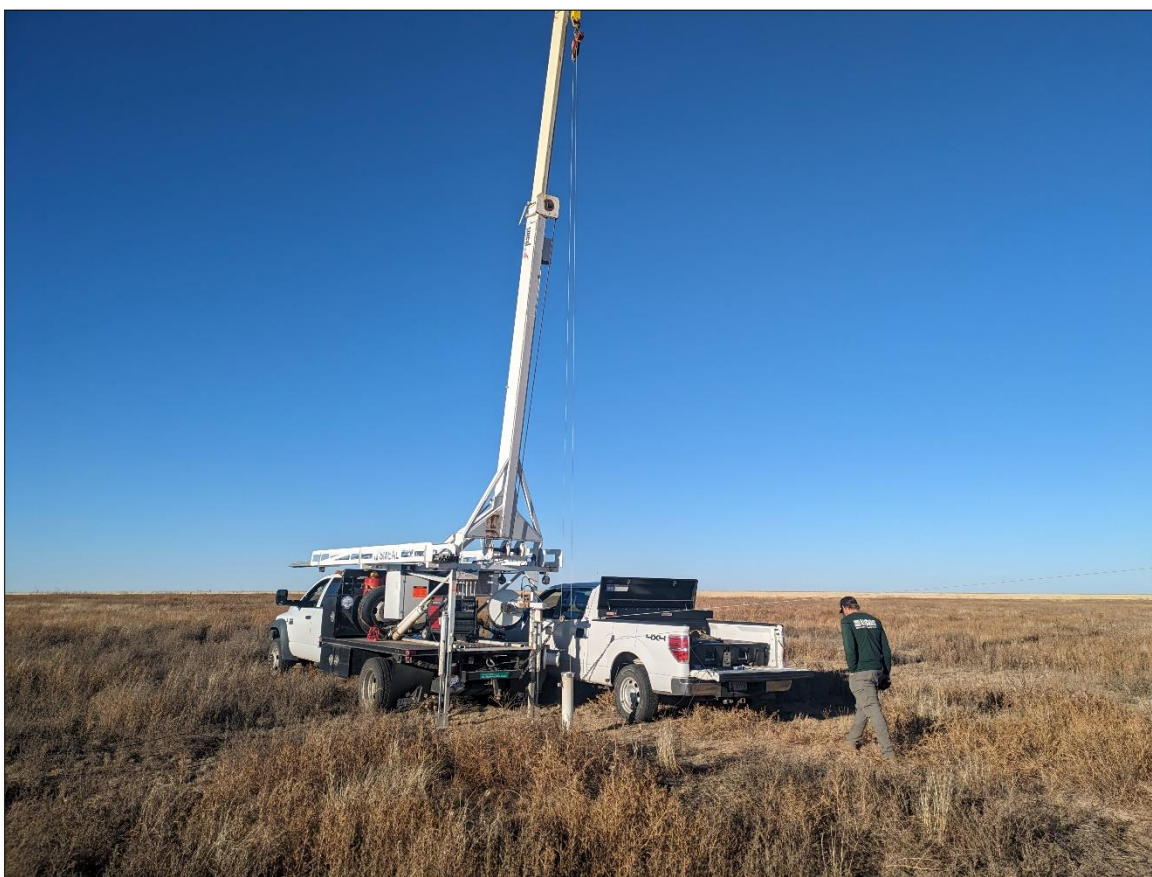
003110



A PROPOSAL SUBMITTED TO: the Oklahoma Water Resources Board

Groundwater availability and projected groundwater-level changes in the Ogallala aquifer, northwestern Oklahoma, 1940–2024

by Adam Trevisan, Amy Morris, and Shana Mashburn [USGS Oklahoma-Texas Water Science Center]



U.S. Department of the Interior
U.S. Geological Survey

Background

The Ogallala aquifer in the panhandle and northwest regions of Oklahoma (fig. 1) is the most pumped aquifer in Oklahoma. Irrigation is the primary user of groundwater withdrawals, but minor amounts of groundwater withdrawals are used for livestock, municipal, and domestic supply (Oklahoma Water Resources Board [OWRB], 2012a,b). The Oklahoma part of the Ogallala aquifer underlies approximately 4,275,122 acres and is composed of loosely consolidated layers of sand, silt, clay, and gravel from the late Tertiary period. The Ogallala aquifer is part of the larger High Plains aquifer system, which spans eight states in the central United States (fig. 1). The study area for this proposed investigation was defined by the outcrop of the Ogallala Formation, the geologic unit that contains the Ogallala aquifer, in Beaver, Beckham, Cimarron, Dewey, Ellis, Harper, Roger Mills, Woods, and Woodward Counties and is based on the study area from Luckey and Becker (1999).

High-capacity groundwater wells tapping into this aquifer commonly yield between 500 and 1,000 gallons per minute (gpm), with some producing up to 2,000 gpm. Groundwater withdrawn from the Ogallala aquifer for irrigation purposes greatly increased after the development of center-pivot irrigation in 1946 (Gutentag and others, 1984). Since 1945, groundwater levels and streamflows in the region have steadily declined (McGuire and Strauch, 2024). The Oklahoma Panhandle region relies on the Ogallala aquifer for 98 percent of its water supply and water demand in the region is expected to increase through 2060 (OWRB, 2012a,b). Groundwater levels in the Ogallala aquifer are projected to decrease more than those of any other aquifer within Oklahoma through 2060 (OWRB, 2012a,b). Groundwater withdrawals does not require metering in Oklahoma; thus, reported groundwater withdrawals may not be as accurate as it could be if it were metered. Groundwater withdrawn for irrigation purposes (the primary use for the Ogallala aquifer) could be estimated by various other methods (Brookfield and others, 2023). The Oklahoma Water Resources Board (OWRB) is responsible for regulating groundwater withdrawals from the State's aquifers. On March 12, 2002, the OWRB issued a final order establishing the Maximum Annual Yield (MAY) and Equal Proportionate Share (EPS) withdrawal rates for the Ogallala aquifer. EPS values were set at 2.0 acre-feet per acre per year for the panhandle region and 1.4 acre-feet per acre per year for the northwest region of the Ogallala aquifer (fig. 1) in Oklahoma, based in part on a hydrologic investigation by Luckey and Becker (1999).

Many groundwater availability studies using numerical groundwater-flow modeling have been conducted in the Ogallala aquifer (Luckey and Becker, 1999; Blandford and others, 2003; Deeds and others, 2015; Davis and others, 2015; Peterson and others, 2016; Peterson and others, 2020; Felfelani and others, 2024). Most of these studies were conducted in the part of the Ogallala aquifer north of the study area. The part of the Ogallala aquifer proposed for this study (fig. 1) has different hydraulic properties compared to the part of the Ogallala aquifer to the north (Gutentag and others, 1984). The studies conducted by Luckey and Becker (1999), Blandford and others (2003), and Deeds and others (2015) were the only studies (three of the seven listed) that simulated groundwater flow in the Ogallala aquifer within Oklahoma.

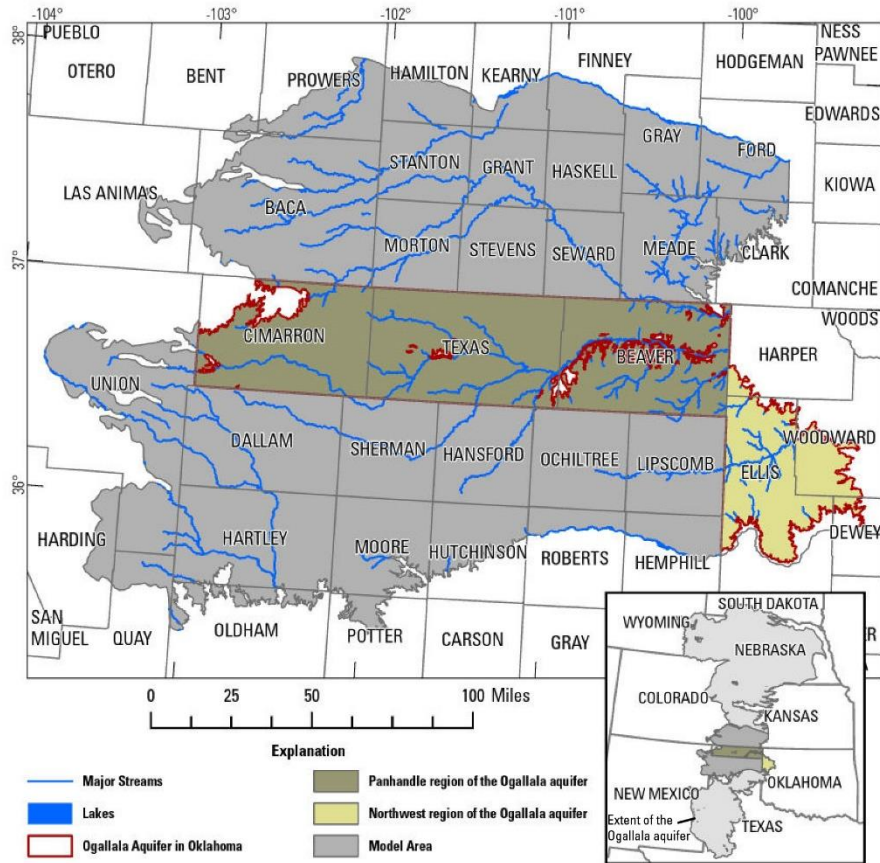


Figure 1. Map depicting the panhandle and northwest regions of the Ogallala aquifer in Oklahoma and the model area for the proposed numerical groundwater-flow model, Colorado, Kansas, New Mexico, Oklahoma, and Texas (modified from Luckey and Becker, 1999). Lighter-shaded grey areas are parts of the Ogallala aquifer not in the proposed model area.

Problem

More than 25 years have elapsed since Luckey and Becker (1999) completed the previous hydrologic investigation and numerical groundwater-flow model on which the OWRB’s MAY and EPS values were partly based. Current (2025) groundwater storage in the aquifer has likely decreased since 1999 because annual groundwater withdrawals often exceed annual recharge to the aquifer (Luckey and Becker, 1999).

Objectives and Scope

The objectives of the proposed study are to construct and calibrate a Soil-Water-Balance (SWB) model and a regional numerical groundwater-flow model (hereinafter referred to as “groundwater-flow model”) of the Ogallala aquifer for the purposes of (1) assessing groundwater availability, (2) quantifying decreases in groundwater-levels and storage, and (3) improving estimates of groundwater withdrawals for irrigation by using previously reported methods (Brookfield and others, 2023). Remote

sensing methods will be used to estimate irrigation withdrawals for input to the SWB and groundwater-flow models. The OWRB will provide the estimates of groundwater withdrawals for irrigation. The methodology and data from the irrigation withdrawal estimates will be published in a USGS Scientific Investigations Report (SIR) and a model application data release on USGS ScienceBase, respectively. The groundwater-flow model simulations will commence in 1940 (when few groundwater wells were drilled in the Ogallala aquifer) and continue to the end of 2024 (Luckey and Becker, 1999). Although the simulated period will span 1940–2024, the primary focus of the project will be the 1980–2024 recent period. The geographic scope of the groundwater-flow model will be the Ogallala aquifer in Colorado, Kansas, New Mexico, Oklahoma, and Texas (“model area” in fig. 1). The model area (fig. 1) was based on that of Luckey and Becker (1999). The model area was constructed to reduce the effects of groundwater flow within Oklahoma from specified groundwater-head boundaries along the model area boundaries when simulating groundwater flow. The focus of the project and report will be on the Oklahoma part of the Ogallala aquifer.

Approach

The proposed modeling will be a cooperative project between the OWRB and USGS. The tasks for completing this project are as follows: (1) construct a conceptual groundwater-flow model for the Ogallala aquifer in Oklahoma extended from Morris and others (in press), (2) estimate groundwater withdrawals using various methods, (3) construct a steady-state model to represent average conditions during the period modeled, (4) construct a transient model to represent conditions for the period from 1980–2024, (5) build and run predictive scenarios, and (6) publish a model archive data release on ScienceBase (<https://www.sciencebase.gov/catalog/>) a USGS SIR, and a USGS Fact Sheet to summarize the results from the project.

Task 1: Construction of Conceptual Groundwater Flow Model

A conceptual groundwater-flow model (herein referred to as “conceptual model”) will be developed for the entire study area and the Oklahoma part of the study area for the early development period (1940–1949) and the recent period (1980–2024). The period from 1950–1979 will not be included in the conceptual model but will hereinafter be referred to as the “transition period.” A conceptual model is a water budget of the inflows and outflows from an aquifer. The major groundwater-flow components of the conceptual model for the Ogallala aquifer are (1) groundwater withdrawals, (2) lateral groundwater flows between the other parts of the Ogallala aquifer outside of the study area, (3) changes in groundwater storage, (4) groundwater recharge and saturated-zone evapotranspiration, (5) groundwater flows to streams or streamflows to the aquifer, and (6) irrigation return flow (Luckey and Becker, 1999).

Groundwater Withdrawals

Reported groundwater withdrawal data from the OWRB, Texas Water Development Board (TWDB), Kansas Geological Survey, the Colorado Department of Natural Resources, and the New Mexico Environment Department will be used to construct water use. The USGS provides county-level water use estimates since 1985 in 5-year increments (USGS, 2019). These data will be used to help verify the other sources of groundwater withdrawals.

Lateral Groundwater Flows and Changes in Groundwater Storage

Lateral groundwater flows for the Ogallala aquifer will be estimated by using Darcy's Law (groundwater flow is equal to the product of hydraulic conductivity, hydraulic gradient, and the cross-sectional area of saturated thickness perpendicular to groundwater flow; Heath, 1984) based on hydrologic gradients and saturated thicknesses estimated from potentiometric surface maps (Luckey and others, 1981; Luckey and Becker, 1999; McGuire, 2009, 2014, 2017; McGuire and Strauch, 2024; Morris and others, in press) and estimated hydrologic properties of the aquifer (Gutentag and others, 1984; Luckey and Becker, 1999; Deeds and others, 2015; Davis and others, 2015; Peterson and others, 2016, 2020). Changes in groundwater storage have been previously estimated by various studies (Luckey and others, 1981; Luckey and Becker, 1999; McGuire, 2009, 2014, 2017; McGuire and Strauch, 2024; Morris and others, in press). These will be compiled to estimate groundwater storage for the conceptual model.

Groundwater Recharge and Saturated-Zone Evapotranspiration

Groundwater recharge and saturated-zone evapotranspiration will be estimated using the Soil-Water Balance (SWB; version 2; Westenbroek and others, 2018) model that simulates net infiltration (groundwater recharge) at daily time scales. The SWB model requires several inputs for the simulation (1) land use, (2) precipitation, (3) minimum and maximum temperatures, (4) soil-water storage capacity, (5) hydrologic soil group, (6) hydrologic curve number, and (6) land-surface gradient. Two SWB models will be developed for (1) the early development and transition periods (1940–79) and (2) for the recent period (1980–2024). Land use will be acquired from the National Land Cover Database (Multi-Resolution Land Characteristics Consortium, 2025). Precipitation data and daily minimum and maximum temperature data will be acquired from the Daymet database (Thornton and others, 2020) for the recent 1980–2024 period and from Global Historical Climatology Network (GHCN) climate stations for the early development and transition periods (1940–79; Menne and others, 2012). GHCN contains 19 climate stations with at least 75 percent temporal coverage for the early development and transition periods (1940–79) within the study area (Menne and others, 2012). GHCN and Daymet data for 1980–2024 will be validated by comparing GHCN to Daymet data for overlapping time periods. Soil-water storage capacity, hydrologic soil group, hydrologic curve number will be acquired from the Gridded Soil Survey Geographic (GSSURGO) database (U.S. Department of Agriculture, 2025). The GSSURGO data products are derived from land-use products. Land use data will be compared against soil-water storage capacity, hydrologic soil group, and hydrologic curve number to verify that the land use data set aligns with those data from GSSURGO (for example, with surface water bodies). Land-surface gradients will be calculated based on a one-third arc second digital elevation model (USGS, 2025). An additional year for 1939 may be simulated as a “spin-up” period to improve the initial conditions of 1940. Calibration of the SWB model for the recent period (1980–2024) will be similar to the methods of Nielsen and Westenbroek (2023). The SWB model for the recent period (1980–2024) will be calibrated by using observation targets of evapotranspiration data, runoff data, and potentially estimates of irrigation if suitable for the SWB models. The calibrated parameters from the SWB model for the recent period (1980–2024) will be used for the SWB model of the early development and transition periods

(1940–79) because there are few observation targets available during 1940–79, and the focus of the report is the recent 1980–2024 period.

Flows between Streams and the Ogallala Aquifer

Flows between streams and the Ogallala aquifer will be estimated using available streamflow data. Most streams within the study area began to go dry (in terms of base flows) during the transition period (1950–79) and have remained mostly dry throughout the recent period (1980–2024) and this component of the conceptual model is likely small except for early development conditions (Luckey and Becker, 1999). The process of estimating net flows between the streams and the Ogallala Aquifer consists of estimating base flows by hydrograph separation (Wahl and Wahl, 1995) and scaling base flows to the area of watershed covering the study area for each streamgage (Trevisan and others, 2024). The base flows at each streamgage represent the net flows between streams and the Ogallala aquifer. Streamflows will be acquired from USGS streamgages (USGS, 2024) and hydrograph separation will be conducted by using the USGS Hydrologic Toolbox (Barlow and others, 2022) and the base-flow index method (Wahl and Wahl, 1995).

Irrigation Return Flows

Estimating irrigation return flows will consist of two methods. The first method is a water budget approach (Brookfield and others, 2023). Irrigation return flow will be estimated to balance the conceptual model based on the sum of the other components. The second method will be to estimate irrigation groundwater withdrawals based on remotely sensed data (Brookfield and others, 2023) and based on reported groundwater withdrawals. The methodology for estimating irrigation groundwater withdrawals is described in the following section. The estimates of irrigation will be scaled by estimates of crop efficiency to estimate irrigation return flows (Luckey and Becker, 1999; Blandford and others, 2003). These two approaches will be used for verification and to help refine the other water budget components that may have been overestimated or underestimated by balancing the conceptual model water budget.

Task 2: Estimate Groundwater Withdrawals Using Various Methods

Groundwater withdrawals are largely unmetered in Oklahoma, and the OWRB requires self-reporting of groundwater withdrawals by permit holders. Thus, reported groundwater withdrawals in the Oklahoma part of the Ogallala aquifer is likely highly uncertain. Various methodologies will be explored to improve irrigation withdrawal estimates determined from self-reported groundwater withdrawals (Brookfield and others, 2023), such as using water balance approaches, spatio-temporal remotely-sensed datasets, and crop type and crop characteristics. A water-budget approach by using remotely-sensed datasets will most likely be used. Previous studies have estimated groundwater withdrawals for irrigation purposes from the Ogallala aquifer by using remotely-sensed datasets (Deines and others, 2021; Filippelli and others, 2022; Zipper and others, 2024). Estimating irrigation from remotely-sensed data products generally consists of finding the difference between annual evapotranspiration and annual precipitation over the areal extent of irrigated lands (Brookfield and others, 2023).

Tasks 3 and 4 Steady-State and Transient Groundwater-Flow Modeling

The groundwater-flow model will be simulated by using the MODFLOW 6 software (Hughes and others, 2017; Langevin and others, 2017). Several packages are necessary to simulate groundwater flow into and out of the Ogallala aquifer along its boundaries. The base of the Ogallala aquifer has been delineated by Morris and others (in press) for Oklahoma. For those parts of the Ogallala aquifer outside of Oklahoma, the base of aquifer will be derived from what has been used in previous studies (Cederstrand and Becker, 1998; Deeds and others, 2015). The Recharge (RCH) and Evapotranspiration packages will be used to simulate recharge and saturated-zone evapotranspiration (EVT), respectively (Langevin and others, 2017). Groundwater levels in the Ogallala aquifer are often much less than ground surface and saturated-zone evapotranspiration may be minimal component of the conceptual model (Luckey and Becker, 1999). Saturated-zone evapotranspiration might not be simulated if it is a negligible part of the conceptual model because the EVT package has a high computational burden. The Agricultural package which connects water from a source (for example, a groundwater well used to extract water for irrigation) to a sink (an area of the model to which the irrigation was applied) will be used to simulate irrigation if necessary to represent irrigation and irrigation return flow (Larsen and others, 2023). Alternatively, irrigation return flows can be added by the RCH package to cells containing irrigated lands or irrigation groundwater withdrawals can be reduced by the amount of irrigation return flow (Deeds and others, 2015). The Well (WEL) package will be used to simulate groundwater withdrawals (Langevin and others, 2017). The Streamflow Routing (SFR) package will be used to simulate flow between the aquifer and the streams (Langevin and others, 2017). Lateral groundwater flows between the other parts of the Ogallala aquifer outside of the study area (fig. 1) will be simulated by using either the General Head Boundary (GHB) or the Time-Variant Specified Head (CHD) packages depending on the characteristics of the lateral-flow boundary (Langevin and others, 2017).

Most previously published groundwater-flow models of the Ogallala aquifer used a single layer to simulate groundwater flow (Luckey and Becker, 1999; Davis and others, 2015; Peterson and others, 2016, 2020). Thus, a single model layer would likely be used. More layers would be added if sufficient data are available to distinguish areas of the aquifer where vertical hydrologic conductivity differences are substantial or to create an artificial layer that represents the bottoms of each well to simulate groundwater withdrawals more realistically. A single layer for the groundwater-flow model would most likely be more stable, particularly for simulating the maximum annual yield scenario.

Based on the extent of the study area (fig. 1), a single layer model with 2,000 ft by 2,000 ft square cells would equate to about 200,000 active cells. Cell sizes equal to or less than 2,000 ft by 2,000 ft would likely be used. This cell size was selected based on the anticipated computational burden and the complexity of the aquifer. For comparison, cell sizes of 6,000 ft by 6,000 ft cell size (Luckey and Becker, 1999), 1,640 ft by 1,640 ft (Davis and others, 2015), and 3,281 ft by 3,281 ft (Peterson and others, 2016, 2020) were used to simulate groundwater flow in the Ogallala aquifer for studies at similar, regional scales to this proposed study. If much smaller cell sizes (500 ft by 500 ft, for example) were necessary to represent the complexity of the aquifer in Oklahoma, a nested, rectangular unstructured grid (Langevin and others, 2017) would be used to construct a smaller cell size within Oklahoma and a larger cell size outside of Oklahoma to limit the computation burden and because the focus of the study is on the Oklahoma part of the Ogallala aquifer. A cell size of 500 ft by 500 ft would equate to about 1,000,000 active cells for the Oklahoma part of the Ogallala aquifer.

Although the recent (1980–2024) conditions of the aquifer are of primary concern, the recent conditions of the aquifer are much different than early development conditions (Luckey and Becker, 1999). The groundwater-flow model will start with an early development period (1940–49) when few groundwater wells were drilled in the Ogallala aquifer. A transition period (1950–79) will be used to establish appropriate starting conditions for the recent period (1980–2024). The numerical groundwater-flow model will be temporally discretized into monthly stress periods from 1980 to 2024, however annual to decadal stress periods may be used for the combined early development and transition periods (1940–79) to reduce simulation times and due to limited historical data available for observations. Streams within the Oklahoma parts of the Ogallala aquifer are mostly dry and therefore groundwater altitudes will be used as calibration targets for the numerical groundwater-flow model. There are currently 105,030 groundwater-level measurements made from 1940–2024 at 9,277 groundwater wells within the proposed model area (fig. 1) in the National Water Information System (NWIS; USGS, 2024). There are approximately 14,853 groundwater-level measurements made from 1940–2024 at 756 groundwater wells in the OWRB groundwater level database within the study area (OWRB, 2024). Some OWRB measurements may be in the USGS NWIS database, so duplicated measurements will be identified and removed. Base-flow observations also will be used for calibration targets during the early development and transition periods.

The groundwater-flow model will be manually and automatically calibrated. Manual calibration is the process whereby the user adjusts model parameters to better match calibration targets but also to reduce structural noise (noise associated with simplifying and gridding realistic conditions) and improve solver stability. Automated calibration is the process of using software to adjust parameters to better match calibration targets. The parameter estimation software PEST++ (White and others, 2020) will be used to conduct automated calibration. The PEST++ software iteratively adjusts model parameters and runs the simulation to improve the objective function or the sum of squared residuals between the simulated outputs and the observed values. Model parameters that may be estimated include recharge, evapotranspiration, horizontal and vertical hydraulic conductivity, specific yield, and specific storage.

Task 5: Predictive Scenarios

Three types of predictive scenarios will be conducted by using the calibrated groundwater-flow model:

- (1) estimate the EPS-withdrawal rates for a 20-, 40-, and 50-year life of the aquifer based on the constraints described in Oklahoma Water Law (Oklahoma Statute § 82-1020.5 [Oklahoma State Legislature, 2023])
- (2) estimate changes in storage under a hypothetical 10-year drought scenario
- (3) project various groundwater-withdrawal rates and various climatic conditions to estimate the amount of time that those projected groundwater-withdrawal rates could be sustained

The EPS-withdrawal rate and 10-year drought scenarios (scenarios 1 and 2; respectively) will be conducted similarly to those scenarios in previous studies (Rogers and others, 2023; Trevisan and others, 2024). The projected groundwater-withdrawal scenario (scenario 3) will use the most recent (2024) groundwater withdrawal data with scale factors to estimate the length of time that projected groundwater withdrawals could be sustained in the aquifer. The data will likely be presented graphically and spatially on maps.

Task 6: Publication of USGS Products

A model archive data release on ScienceBase (<https://www.sciencebase.gov/catalog/>), a USGS SIR, and a USGS Fact Sheet will be published to summarize the results from the project. Refer to the “Deliverables” section for additional details related to the publication process and what will be included in each of the publications.

Quality Assurance Plan

The proposed project will be conducted and reviewed according to USGS Fundamental Science Practices (Fundamental Science Practices Advisory Committee, 2011). The groundwater-flow model, SWB models, and associated data will be quality peer reviewed for release and archived in the USGS Oklahoma Water Science Center model archives according to the Office of Groundwater Technical Memoranda 2015.02 and 2016.02. The results of the study will be published in a USGS Scientific Investigations Report SIR.

Input data for construction of the conceptual model will be validated by comparing multiple data sources or methodologies where feasible (see those specific analyses in task 1 of the *Approach* section for details). Additionally, the budget terms of the conceptual model will be compared to previously published conceptual models (Luckey and Becker, 1999) to ensure that the budget terms are reasonable. The SWB models will be calibrated by using observation targets of evapotranspiration data, runoff data, and potentially estimates of irrigation if suitable for the SWB models.

The inputs to the groundwater-flow model are often the same as those used to construct the conceptual model. During calibration, groundwater-flow model parameter values are adjusted to better match observation targets; this is done because the input parameters are largely uncertain and the specified range of parameter values are often based on few measurements that do not span the entirety of the studied aquifer. Starting parameter values and the range of valid parameter values for calibration will be determined based on previous studies (Gutentag and others, 1984; Luckey and Becker, 1999; Deeds and others, 2015; Davis and others, 2015; Peterson and others, 2016, 2020). Groundwater-flow model parameters adjusted during calibration will be groundwater recharge, saturated-zone evapotranspiration, stream characteristics, lateral-flow boundary characteristics (altitude and conductance), and hydrologic properties (hydrologic conductivity and specific yield). Observation targets for the groundwater flow model will be groundwater level measurements and base flows. Groundwater level measurements will be checked for spatial consistency to remove data that may be caused by perched aquifer or similar conditions that are not representative of the aquifer or possible to simulated in the groundwater-flow model. Groundwater-level measurements will also be checked against location data to ensure that the geographic coordinates supplied with those data match the county described in the water measurement data and with the location and county well log from the well in which the water-level measurement was made. Further assessment of the location of a well can be made based on the address supplied in the well log. Adjustments to groundwater level locations will be made based on those supplied in the well log if location discrepancies occur. Hydrograph separation will be done to estimate base flows for observation targets. During hydrograph separation, user-defined parameters are set to control how base flows are estimated. The procedure for estimating base flows consists of adjusting these user-defined parameters and monitoring the estimated base flows. Base flows are considered acceptable when long-term mean

base flows (over the period analyzed) have stabilized when increasing user-defined parameters (Wahl and Wahl, 1995).

Methods to assess uncertainty and sensitivity for the groundwater-flow model will follow those described in White and others (2020) for the PEST++ Iterative Ensemble Smoother (IES). The PEST++ IES software optimally minimizes the sum of squared residuals by focusing on adjusting parameters that affect observations the most. Thus, fewer simulations need to be conducted compared to other types of automated calibration. PEST++ IES can estimate uncertainty by Bayes' Theorem; this process consists of a pre-calculated probability distribution that is updated through the calibration process by running a large number of simulations with various combinations of model parameters (White, 2018; White and others, 2020). Thus, uncertainties are reduced during calibration and quantified for forecasted observations.

A sensitivity analysis will also be conducted by using PEST++. One method of sensitivity analysis consists of filling the Jacobian Matrix (the change in an observation divided by the change in a parameter) by adjusting each parameter individually, simulating the groundwater-flow model, and assessing the change in observations. Alternatively, a global sensitivity method could be applied by using the Method of Morris (Morris, 1991) implemented in the PEST++ SEN software (White and others, 2020). This global sensitivity method adjusts parameters together instead of individually. Thus, the effects that adjusting multiple parameters together have on observations can be assessed in the sensitivity (White and others, 2020). Sensitivity analyses will be used to remove parameters from automated calibration that have minimal effect on observations to improve calibration by focusing on the parameters that most greatly affect outputs and to avoid overfitting parameters when minimizing the sum of squared residuals. Sensitivity analysis will help limit overfitting of model parameter values during automated calibration. During automated calibration, statistical analysis of supplied parameter inputs and parameter bounds. The "prior-data conflicts" are observations that cannot be completely matched based on the supplied parameter bounds (White and others, 2020). Prior-data conflicts will be assessed for the groundwater-flow model to reduce or eliminate and conflicts. Uncertainty analysis will be used to assess the accuracy of the predictive scenarios described in White and others (2020). After calibration, simulated groundwater-flow budget components will be compared to those of the conceptual models to ensure that the calibrated outputs from the groundwater-flow model were realistic.

Relevance and Benefits

The proposed investigation will provide improved understanding of the groundwater availability in the highly water-stressed Ogallala aquifer. This improved understanding could help local and State water-resource planning and management agencies protect water supplies and avoid future legal disputes over water rights. The proposed project would support the OWRB for establishing MAY and EPS. This improved understanding could help local and State water-resource planning and management agencies conserve water supplies. The content of the proposed project is consistent with and supports the U.S. Geological Survey (USGS) Bureau Science Strategy - A Water Census of the United States: Quantifying, Forecasting, and Securing Freshwater for America's Future in USGS Circular 1309: Facing Tomorrow's Challenges—U.S. Geological Survey Science in the Decade 2020-2030 (USGS, 2021).

Deliverables

The results and interpretations will be published in a USGS SIR. The SIR will contain county maps and graphs of projected changes in future groundwater levels and a comparison of the estimated irrigation groundwater withdrawals based on remotely-sensed data relative to the reported irrigation groundwater withdrawals. Estimates of irrigation groundwater withdrawals from remotely-sensed data will be provided by the OWRB and published in the SIR. An additional USGS Fact Sheet will be published that highlights the major findings of the report. The data supporting those results and interpretations including the data provided by the OWRB will be archived and made public in a USGS data release. The reported groundwater withdrawals data provided by the OWRB will be spatially and temporally aggregated for publication in the data release such that sensitive public-supply well locations and personal-identifying information are not released to the public. The data release will include a calibrated SWB model for the recent period (1980–2024), an SWB model of the combined early development and transition periods (1940–79), a calibrated MODFLOW 6 numerical groundwater-flow model, and supporting datasets and scripts to construct and simulate the models. Quarterly progress reports will be provided to the OWRB and meetings will be held as necessary to discuss project tasks and progress.

Timeline and Budget

The project will take 3.5 years or 14 quarters to complete upon initiation of the joint funding agreement. The project budget total is \$732,100.

Table 1. Proposed work plan schedule, contingent on completed joint funding agreement by February 2025.

| Calendar Year | 2025 | | 2026 | | | | 2027 | | | | 2028 | | | |
|------------------------------------------------------------------------------------------------------------------|------|------|------|---|---|------|------|---|---|------|------|---|---|------|
| Federal Fiscal Year | 2025 | | 2026 | | | | 2027 | | | | 2028 | | | |
| Quarters – Federal Fiscal Year | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| State Fiscal Year | 2025 | 2026 | | | | 2027 | | | | 2028 | | | | 2029 |
| Quarters – State Fiscal Year | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 |
| Task 1: Construct conceptual groundwater-flow models | X | X | X | X | | | | | | | | | | |
| Task 2: Estimate irrigation groundwater withdrawals via remotely-sensed data | | X | X | X | | | | | | | | | | |
| Task 3: Construct and calibrate steady – state model | | | X | X | X | X | X | | | | | | | |
| Task 4: Construct and calibrate transient model | | | | | X | X | X | X | | | | | | |
| Task 5: Build and run predictive scenarios | | | | | X | X | X | X | X | | | | | |
| Task 6: Documentation, review, and publication of USGS SIR and Fact Sheet products and associated model archive. | | | | | X | X | X | X | X | X | X | X | X | X |

Table 2. Proposed project cost contingent on securing funding by February 2025.

| Budget Summary | FY25 | FY26 | FY27 | FY28 | Total |
|-----------------------|-------------|-------------|-------------|-------------|--------------|
| Labor | \$189,100 | \$197,800 | \$230,700 | \$112,500 | |
| Conference | \$1,000 | -- | \$1,000 | -- | |
| TOTAL | \$190,100 | \$197,800 | \$231,700 | \$112,500 | \$732,100 |
| USGS Funding | \$30,000 | \$40,000 | \$40,000 | \$10,000 | \$120,000 |
| OWRB Funding | \$160,100 | \$157,800 | \$191,700 | \$102,500 | \$612,100 |

Personnel

A GS-12 hydrologist, Adam Trevisan, will be the project chief, technical point of contact, and modeler for the project. A GS-7 hydrologist, Jared Rossi, will assist the project chief with data analysis and modeling tasks. Report and data release reviews (in addition to required peer reviews) will be performed by members of the USGS Oklahoma–Texas Water Science Center Science and Quality Assurance Branch.

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Data Management Plan

The proposed investigation will follow the guidelines and requirements described in the Office of Groundwater Technical Memorandum 2016.02 (<https://water.usgs.gov/admin/memo/GW/gw2016.02.pdf>) for model archiving. Additionally, the model archive will conform to the USGS Public Access Plan and will be distributed online as a data release concurrent with the release of the interpretive final report.

Job Hazards Analysis

| | |
|--------------------------------------------------------|------------------------|
| Short Project Title: Ogallala Modeling Project | |
| Project Chief or Proposal Author: Adam Trevisan | |
| × | Safety Concerns |

| | |
|----------------------------------------|------------------------------------|
| 1. <input checked="" type="checkbox"/> | Ergonomics, carpal tunnel syndrome |
|----------------------------------------|------------------------------------|

| | |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Box no. | For each numbered box checked on the previous page, briefly: A. Describe the safety concern as it relates to this project. B. Describe how this safety concern will be addressed. Include training, safety equipment and other actions that will be required. C. Estimate costs. |
| 1. | Tasks include working on a computer for extended periods of time |

| | | |
|------------------------------------------------------------------------------|-------------------|--------------|
| Copy of JHA given to local Collateral Duty Safety Program Coordinator | YES | NO |
| Discussed JHA with local Collateral Duty Safety Program Coordinator | YES | NO |
| Approved by Water Science Center Director | Signature: | Date: |
| Approved by Regional Safety Officer | Signature: | Date: |

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of March 1, 2025, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Oklahoma Water Resources Board party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$120,000 by the party of the first part during the period March 1, 2025 to September 30, 2028
- (b) \$612,100 by the party of the second part during the period March 1, 2025 to September 30, 2028
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 600000284
Agreement #: 25SJJFAOK002020
Project #: SJ00URT
TIN #: 73-6017987

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jason Lewis
Branch Chief
Address: 202 NW 66th Street
Oklahoma City, OK 73116
Telephone: (405) 651-2029
Fax: (n/a)
Email: jmlewis@usgs.gov

Customer Technical Point of Contact

Name: Derrick Wagner
Address: 3800 N. Classen Blvd
Oklahoma City, OK 73118
Telephone: (405) 530-8800
Fax: (n/a)
Email: Derrick.Wagner@owrb.ok.gov

USGS Billing Point of Contact

Name: Mitchell King
Budget Analyst
Address: 202 NW 66th Street
Oklahoma City, OK 73116
Telephone: (405) 249-3296
Fax: (n/a)
Email: mking@usgs.gov

Customer Billing Point of Contact

Name: Jessica Billingsley
Address: 3800 N. Classen Blvd.
Oklahoma City, OK 73118
Telephone: (405) 530-8800
Fax: (n/a)
Email: jessica.billingsley@owrb.ok.gov

U.S. Geological Survey
United States
Department of Interior

Oklahoma Water Resources Board

Signature

Signatures

By _____

Name: Meghan Roussel

Title: Acting Director

By _____ Date: _____

Name:

Title:

By _____ Date: _____

Name:

Title:

By _____ Date: _____

Name:

Title:

AGENDA ITEM 3D(3)
STATE OF OKLAHOMA CONTRACT AGREEMENT

WITH: Oklahoma Alliance Consultants, LLC

PURPOSE: To provide effective training, technical assistance, and planning services for water and wastewater systems.

AMOUNT: Not to exceed \$166,000.00

TERM: Begins on the effective date of the contract, is one (1) year with four (4) one-year options to renew



**STATE OF OKLAHOMA CONTRACT WITH OKLAHOMA ALLIANCE
CONSULTANTS, LLC**

This State of Oklahoma Contract (“Contract”) is entered into between the State of Oklahoma by and through the Oklahoma Water Resources Board (“State”) and Oklahoma Alliance Consultants, LLC (“Supplier”) and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature (“Effective date”). The contract term, which begins on the effective date of the Contract, is one (1) year and there are four (4) one-year options to renew the Contract. The total spend of the Contract is not to exceed \$166,000.00/year.

Purpose

The State is awarding the Contract to Supplier for the provision of services including, but not limited to:

- A. Water and wastewater operator license training;
- B. Certification workshops; and
- C. License renewal workshops.

as more particularly described in certain Contract Documents. Supplier submitted a proposal with no exceptions, vendor documents or confidentiality requests. Supplier did include a best and final offer. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Attachment A - Solicitation;
 - 2.2. Attachment A1 - Non-Negotiable Terms;
 - 2.3. Attachment B – Negotiable Terms;

- 2.4. Attachment C – Agency Terms;
- 2.5. Attachment D – Reserved;
- 2.6. Attachment E1 -Pricing;
- 2.7. Attachment F - Requested Exceptions; and
- 2.8. Attachment G - Federal Funding Terms

3. The parties additionally agree:

3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

4. The parties recognize that while the State of Oklahoma is executing this contract, payment obligations rest solely with the Office of the Oklahoma Water Resources Board and OMES shall not be responsible for such. Please send invoices and billing inquiries to:

Oklahoma Water Resources Board
Attn: Accounts Payable
3800 N Classen Blvd Ste 100
Oklahoma City OK 73118
AccountsPayable@owrb.ok.gov

5. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.

6. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

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SIGNATURES


The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement and to bind their respective party thereto.

**STATE OF OKLAHOMA
by and through the OKLAHOMA WATER
RESOURCES BOARD :**

**OKLAHOMA ALLIANCE CONSULTANTS,
LLC**

By:

By:



Name:

Name:

Ross M. Duke

Title:

Title:

CFO

Date:

Date:

1/27/2025

The State Purchasing Director is signing solely to ensure state agency compliance with the provisions of the Oklahoma Central Purchasing Act pursuant to 74 O.S., 85.5 concerning acquisitions by state agencies.

By:

Name:

Title:

Date:

Attachment A

Solicitation No. EV00000

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract document.

I. PURPOSE

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses on behalf of Oklahoma Water Resources Board (OWRB) for providers that are interested in providing general technical assistance, operator certification and renewals, and may include long range planning and apprenticeship training for recipients or potential recipients of OWRB's financial assistance programs.

Services shall include but are not limited to:

1. **Perform water and wastewater operator license training;**
 - a. **Water and wastewater operator certification workshops;**
 - b. **Water and wastewater laboratory certification workshops;**
 - c. **Water and wastewater operator license renewal workshops and;**
2. **Provide technical assistance to water and wastewater utilities for operational, compliance, management problems, and more;**

Services could also include but are not limited to:

1. **Perform long-term planning assistance to water and wastewater utilities;**
2. **Conduct water and wastewater operator apprenticeship training.**

Actual scope of work would be agreed upon through a written contract and depend on the activities that would be funded.

Please include cost per hour or per workshop for each category listed.

FUNDING

It is anticipated that the funds to pay for these services will be provided by OWRB's Clean Water and Drinking Water administrative accounts in the amount not to exceed \$166,000.00/year. Future funding will be dependent upon multiple factors, including but not limited to budget approvals and funding availability.

CONTRACT TERM AND RENEWAL OPTIONS

The contract term, which begins on the effective date of the Contract, is one year and there are four one-year options to renew the Contract

SOLICITATION CRITERIA

1.1. The Bid will be evaluated using the best value criteria, based on the following:

- A. Mandatory Requirements;
- B. Additional Scope of Work;
 - a. Could include but not limited to;
 - i. Perform long term planning assistance to water and wastewater utilities;
 - ii. Conduct water and wastewater operator apprenticeship training.
- C. Pricing
 - a. Per hour or per workshop rate for each service offered
- D. Quantity of mandatory workshops planned per contract term (year)
- E. Professional Experience / Employee Resumes

1.2. Scope and Description:

- A. The Bid shall show the ability of the Bidder to meet or exceed the following mandatory requirements:
 - a. Bidder must perform water and wastewater operator license training;
 - i. Water and wastewater operator certification workshops;
 - ii. Water and wastewater laboratory certification workshops;
 - iii. Water and wastewater operator license renewal workshops and;
 - b. Bidder must provide technical assistance to water and wastewater utilities for operational, compliance, management problems, and more.
- B. **Bidder must provide three (3) business references to establish that the Bidder has successful implementation experience.**
 - a. Company/Entity History
 - b. Service Provided by Bidder
 - c. Assessment of Bidder's completed service
- C. **Bidder must provide the following additional company information in the Bid:**
 - a. Length of time the Bidder has been in business;
 - b. A brief description of the company;
 - c. Company size and organization;

- d. The number of years the Bidder has been providing products and/or services of the type requested;
- e. The core competency of the company;
- f. Number of employees allocated strictly for each workshop type;
- g. Resumes for employees assigned to each workshop type;
- h. Number of clients;
- i. For each of the last three years, number of each mandatory workshop type performed.

Attachment A1
Non-Negotiable Terms

STATE OF OKLAHOMA NON-NEGOTIABLE GENERAL TERMS

In addition to other terms contained in an applicable Contract document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** Upon mutual agreement, the Parties may extend the Contract for ninety (90) days beyond a final renewal term. The Parties may to the extent allowable by law, choose to exercise subsequent ninety (90) day extensions.
- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until a proper purchase order has been issued.
- 2.2** Any Contract document shall be legibly written in ink or typed. All Contract transactions, and any Contract document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract documents

- 3.1** The Contract may only be modified, amended, or expanded by an Amendment. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2** Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.
- 3.3** Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms are not confidential and are disclosable without further approval of or notice to Supplier.
- 3.4** Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the

terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State.

- 3.5** To the extent any term or condition in any Contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

4 Pricing

- 4.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 4.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 4.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on-board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery
- 4.4** Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance
- 4.5** Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection

affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

5 Invoices and Payments

5.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted This section shall not prohibit the payment of membership dues or payment for subscriptions to magazines, periodicals or books or for payment to vendors providing subscription services under 74 O.S. 85.44B.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 30 days but shall not be deemed late until 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.

- F. If the Supplier accepts payment by Purchase Card they shall do so according to Oklahoma law.

6 Oklahoma Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required. Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

7 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or

interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

8 State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State pursuant to Oklahoma Constitution article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

9 Indemnification Coordination of Defense

9.1 In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

10 Termination for Funding Insufficiency

10.1 Notwithstanding anything to the contrary in any Contract document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

10.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been

accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

- 10.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

11 Suspension of Supplier

- 11.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 11.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 11.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in

addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

13 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

14 Notices

All notices, approvals or requests allowed or required by the terms of any Contract shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notice information may be updated in writing to the other party as necessary. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the email address set forth below.

Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall be delivered to the address below in addition to e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

15 Miscellaneous

15.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract documents, in the singular or in the aggregate, shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F), where Federal awards are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure ensure compliance with the terms of the Federal award. Venue for any action, claim, dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma Law, including but not limited to, Statutes of Limitations.

15.2 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

15.3 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

15.4 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such

Contract term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

15.5 Severability

If any provision of a Contract document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15.6 Section Headings

The headings used in any Contract document are for convenience only and do not constitute terms of the Contract.

15.7 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State; provided, however, that the parties hereby agree that the doctrine of sovereign immunity does not apply to actions grounded in contract and therefore does not prohibit Supplier from pursuing claims arising under the Contract against the State and Customers.

15.8 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without

limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

15.9 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its authorized employee, agent, or another representative acting within the scope of their authority violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

15.10 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT B

STATE OF OKLAHOMA NEGOTIABLE GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract document, Supplier and State agree to the following General Terms:

1 Contract Order of Priority

1.1 Contract documents shall be read to be consistent and complementary. Any conflict among the Contract documents shall be resolved by giving priority to Contract documents in the following order of precedence:

- A.** any Amendment.
- B.** terms contained in this Contract document.
- C.** any Contract-specific State terms contained in a Contract document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract.
- D.** any applicable Solicitation.
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation, Contract or applicable law.
- F.** any statement of work, work order, or other mutually agreed Contract documents.

1.2 If there is a conflict between the terms contained in this Contract document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Amendment.

2 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 2.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 2.2 **Amendment** means any mutually executed, written modification to a Contract document or a written change, addition, correction or revision to a Solicitation.
- 2.3 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 2.4 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 2.5 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 2.6 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 2.7 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 2.8 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract document.
- 2.9 **Federal award** means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity
- 2.10 **Governmental Entity** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.

- 2.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 2.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 2.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 2.14 OAC** means the Oklahoma Administrative Code.
- 2.15 OMES** means the Office of Management and Enterprise Services.
- 2.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 2.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 2.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 2.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 2.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 2.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works

of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

3 Additional Pricing

- 3.1** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on-board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.
- 3.2** Supplier shall have no right of setoff.
- 3.3** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

4 Ordering, Inspection, and Acceptance

- 4.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 4.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 4.3 Supplier shall deliver products and services on or before the required date specified in a Contract document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 4.4 Product warranty and return policies and terms provided under any Contract document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

5 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 5.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a notice of cancellation and includes the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law.

- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$2,000,000 per occurrence.
- C.** Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident.
- D.** If the Supplier will access, process, or store state data, then Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- E.** Additional coverage required in writing in connection with a particular Acquisition.

5.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

5.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

6 Compliance with Applicable Laws

6.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans.
- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters.
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375.
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93.
- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein).
- G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity.
- H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [Home | E-Verify](#);
- I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

- 6.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [Information Security Policy, Procedures, Guidelines \(oklahoma.gov\)](#) Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 6.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 6.4** In addition to compliance under subsection 6.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 6.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 6.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 6.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 6.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

- 6.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 6.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

7 Audits and Records Clause

- 7.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 7.2** Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 7.3** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 7.4** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

8 Confidentiality

- 8.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.
- 8.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 8.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of

at least three (3) years, all notice-related costs and toll free telephone call center services.

- 8.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 8.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 8.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

9 Assignment and Permitted Subcontractors

- 9.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 9.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said

corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

- 9.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- 9.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 9.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

10 Background Checks and Criminal History Investigations

Prior to the commencement of any services, performance of background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required. If required, the Supplier agrees to provide the State with a description of the background check process to include any vendor's

used to gather information. Supplier will further attest that each employee and subcontractor providing services has passed the background check. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide verification of results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

11 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

12 Indemnification

12.1 Acts or Omissions

- A. Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B. To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

12.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

12.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended and where applicable the Attorney General of Oklahoma, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

12.4 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

13 Termination for Cause

- 13.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 13.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 13.3** The State may terminate the Contract if the scope includes PR Vendor services and the Supplier, or Supplier's employee, violate the lobbying clause. PR Vendor services is defined to include a contract for public relations (PR), marketing or communication services. The State may immediately terminate the Contract with no more than 10-day notice under this section.
- 13.4** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

13.5 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

14 Termination for Convenience

14.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

14.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

15 Suspension of Supplier

15.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails

to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

15.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

15.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

16 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

17 Force Majeure

17.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to

continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

17.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

17.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

18 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

19 Miscellaneous

19.1 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor

supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

19.2 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

19.3 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

19.4 Entire Agreement

The Contract documents taken together as a whole constitute the entire agreement between the parties. The Contract documents include this Contract, any Amendments to this Contract, applicable Solicitation, and any successful bid as may be amended or limited through negotiation. No statement, promise,

condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract document shall be binding or valid. The Supplier's certifications, including any completed electronically, are incorporated by reference into the Contract.

I. DEFINITIONS

Definitions: As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

Acquisition: means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental.

Addendum: means a written restatement of or modification to a Contract Document executed by the Supplier and State.

Bid: means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation.

Bidder: means an individual or business entity that submits a bid in response to a solicitation.

Consultant: includes architects, engineers and other recognized consultants that may be necessary to plan a construction project (61 O.S. §61).

Construction: generally means the process of planning, acquiring, designing, building, equipping, altering, repairing, improving, maintaining or demolishing any structure or appurtenance thereto including facilities, utilities, or other improvements to any real property.

Contractor, Supplier, or Vendor: means an individual or business entity that sells or desires to sell acquisitions to state agencies.

Customer Data: shall mean all data supplied by or on behalf of Customer in connection with the Contract, excluding any confidential information of Vendor.

Data Breach: shall mean the unauthorized access by an unauthorized person that results in the access, use, disclosure or theft of Customer Data.

Environmentally Preferable Goods And Services (EPGS): are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services that serve the same purpose. Environmentally preferable goods may also have one or more of the following characteristics: reduced packaging, ease of reuse, refurbishment, remanufacture, or recycling at end of life, reduction of greenhouse gas emissions and air contaminants, improved energy and water efficiency, use of alternative sources of energy and fuels, reduced waste, and practices that support reuse and recycling, use of renewable resources, reduced exposure to toxins and hazardous substances, and promote practices that support and sustain healthy communities and social.

Mandatory And Non-Mandatory Terms: Whenever the terms “shall”, “must”, “will”, or “is required” are referred to is a mandatory terms. Failure to meet any mandatory will result in noncompliance. Whenever the terms “can”, “may”, or “should” are referred to be a desirable item and preferred by OWRB but will not result in noncompliance.

Non-Public Data: shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

Oklahoma Water Resources Board (OWRB): also referenced as the agency. OWRB is organized according to operational needs identified by the statutory responsibilities outlined in its empowering legislation. The organization consists of the Office of Executive Director, Administrative Services Division, Finance Assistance Division, Water Quality Division and Water Right Division and Engineering and Planning Division, each of which is responsible for the management of specific environmental program areas: For more information please visit our agency website : <https://www.owrb.ok.gov/>

Personal Data: shall mean Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.

Provide: means that all coordination and materials must be included for an item and should be included in the bid cost.

Security Incident: shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services

Solicitation: means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation.

II. REFERENCE WEBSITES:

- i. OWRB - <http://www.owrb.ok.gov/>
- ii. Oklahoma Office on Management and Enterprise Services: <https://omes.ok.gov/>
- iii. United States Environmental Protection Agency - <https://www.epa.gov/>
- iv. United States Department of Labor: <https://www.dol.gov/>
- v. Oklahoma Department of Labor: <https://www.ok.gov/odol/>

III. GENERAL PROVISIONS

Executed Contract: The date of commencement of work shall be the date of the Notice to Proceed issued by the agency and affixed to the Purchase Order issued to encumber the cost of work and Executed Contract. This contract is a fixed price contract. Projects may be invoiced after services have been complete. Projects may be incrementally invoiced on a monthly basis, only if services on invoices have been rendered. Final payment will not be made until agency has verified project completion and is satisfied with all services rendered. No payment will be made to contractor until services are rendered and verified. No work can commence until Supplier has received a fully executed Notice to Proceed and Purchase Order. Any work commenced before the Notice to Proceed is an Unauthorized Obligation.

Procurement Ethics: prohibited conduct (a) Standard of conduct. The Oklahoma Central Purchasing Act, State Ethics Commission rules and other state laws contain regulations, prohibitions and penalties governing procurement ethics. Transactions relating to the public expenditure of funds require the highest degree of public trust and impeccable standards of conduct. (b) One year limitation for certain contracts. Unless otherwise provided by law, a state agency is prohibited from entering into a sole source contract, a professional service contract or a contract for the services of any person, who has terminated employment with or who has been terminated by that agency for one (1) year after the termination date of the employee from the agency. [Reference 74 O.S. §85.42(A)] An agency may enter into a sole source contract or a contract for professional services at any time with a person who is a qualified interpreter for the deaf. [Reference 74 O.S. §85.42(D)]. (c) Supplier gratuities. The State Purchasing Director and any state employee or agent of the State Purchasing Director, acting within the scope of delegated authority, or any member of their immediate family, under the Oklahoma Central Purchasing Act shall not accept any gift, donation, or gratuity for himself or any member of his immediate family from any supplier or prospective supplier of any acquisition covered by the Oklahoma Central Purchasing Act. This subsection shall

not apply to exceptions to the definition of "anything of value" established in rules promulgated by the Oklahoma Ethics Commission. [Reference 74 O.S. §85.13].

Publicity: The award of a Contract, purchase order, or any other documentation to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State. All publicity shall be ran through the OWRB External Affairs Division.

Oklahoma Open Records Act: All documents are subject to public disclosure in accordance with the Oklahoma Open Records Act. All material submitted becomes the property of the State.

Energy Conservation: Oklahoma is an energy conservation State and we welcome any comments on the Suppliers response that would indicate energy savings

Environmental Conservation: Oklahoma is an energy conservation State and we welcome any comments on the Suppliers response that would indicate environmental protection and conservation to the State. Suppliers shall use EPGS products. IF EPGS products are not available, supplier shall right a justification on why they are not used.

Oral Agreements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract. All modifications to the contract must be made in writing by the OWRB and signed by the Chief Administrative Officer.

Non-Collusion: Neither the Supplier nor anyone subject to the Supplier's direction or control has been a party: A). to any collusion among Suppliers in restraint of freedom of competition by agreement to contract at a fixed price or to refrain from submitting supplier contract information; B). to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor; C) in any discussions between the awarded Supplier and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor; D)to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title. E). Neither the Supplier nor anyone subject to the Supplier's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein. F). For the purpose of a contract for services, the Supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Supplier to fulfill any of the services provided for under said contract.

Conflict Of Interest: The Contract hereunder is subject to the provisions of the Oklahoma Statutes. The Supplier certifies the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies has been disclosed. Further, the Supplier certifies the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Suppliers' firm or any of its branches has been disclosed prior to the Contract.

Compliance With Applicable Laws: The Contract shall be subject to Oklahoma case law, the Oklahoma Central Purchasing Act (74 O.S.85.1), Central Purchasing Rules, and other statutory requirements as applicable.

Registration: Suppliers pending contract award MUST register with the state pursuant to 74 O.S. § 85.33.B. Online registration and additional information may be found:

<https://oklahoma.gov/omes/services/purchasing/supplier-portal.html>

Funding: Due to possible future reductions in State and/or Federal appropriations, the OWRB cannot guarantee the continued availability of funding for this contract, notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable, either in full or in part, due to such reductions in appropriations, the OWRB may terminate the contract or reduce the consideration upon notice in writing to Contractor. The Department shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this contract, the vendor will be paid for products and/or services provided up to the effective date of termination.

Audit And Records Clause: As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

Non-Appropriation Clause: The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

Choice Of Law: Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

Choice Of Venue: Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

Termination For Cause: The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

Termination For Convenience: The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

Compliance With The Oklahoma Taxpayer And Citizen Protection Act Of 2007: The Vendor certifies that it and all proposed subcontractors and suppliers, whether known or unknown at the time this contract is executed or awarded, will comply with the provisions of the Oklahoma Taxpayer and Citizen Protection Act of 2007 and participate in the Status Verification System. The Status Verification System is defined in the Oklahoma Statutes, Title 25 §1312. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

Patents And Royalties: The Supplier, without exception, shall indemnify and hold harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Disclosures Regarding Lobbyists: A Supplier may not reimburse itself within its contract pricing for its costs and expenses of lobbyists. Any Supplier using the services of a lobbyist to assist in obtaining a Contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State. The Supplier certifies the name and address of each lobbyist or agent of the Supplier or subcontractor who communicated with a state employee about a Contract has been disclosed prior to Contract award.

Reservation Of Rights And Preferences: OWRB reserves the right of creative control over the project and the right to reject any portion of or all materials produced that do not, in the sole discretion of OWRB, comply with its mission, goals or requirements. OWRB reserves the right to use vendor's suggestion(s), not use vendor's suggestion(s) or use other suggestion(s) that may meet DEQ's goals. In any event vendor shall work with OWRB to produce a quality Brownfields Conference.

Development Of Intellectual Property: Any improvements to Intellectual Property items of OWRB, and any new items of Intellectual Property developed by vendor or vendor's employees, agents or sub-contractors, if any during the performance of this contract shall be the property of OWRB. Contractor shall sign all documents necessary to perfect the rights of such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents.

Ownership Of Documents: All documentation generated as an instrument of service is and shall remain the property of the Owner, including shop drawings, equipment manuals, equipment warranties and as-built drawings. Contractor shall deliver said documents to Owner's Representative or as otherwise stated in the Solicitation upon final completion of the work.

Damages And Equipment: All work performed by Contractor's personnel shall be designed to preclude damage or disfigurement. Damage and/or loss to property of OWRB; property of OWRB staff and property of guests; and/or neighboring property, as a result of negligence or intent by Contractor, or Contractor's personnel shall be at Contractor's expense. All replacements and repair will be at the current cost, and paid by the Contractor. OWRB shall not be held responsible for any of Contractor's property and/or Contractor's personnel's property; including major equipment which may be lost, damaged, or stolen unless such loss, damage or theft is due to the negligence or intent of DEQ's employees or agents. Repair of damage to property of OWRB, property of OWRB staff and guests, or neighboring property, as a result of negligence or intent by supplier, or supplier's employee(s) shall be at supplier's expense. All replacements and repair will be at the current cost, and paid by the Supplier.

Severability: The provisions of this contract are severable, and if any part or provision hereof shall be held void, it shall not be deemed to render any other provisions void or affect or impair the effectiveness of other parts or provisions.

Indemnity : To the extent permitted by Oklahoma law, Contractor agrees to indemnify and hold OWRB harmless against any and all bodily injuries an property damages, civil rights violations, deficiencies or liability resulting from any action,

inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of this Contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, Contractor shall indemnify and hold OWRB harmless under this Contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold OWRB harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from the subcontractor's actions, inaction, or other conduct relate to or arising from this Contract.

Force Majeure: No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

Confidentiality : Contractor recognizes that OWRB has and will have information, business models, and other proprietary information collectively, "Information", that is subject to confidentiality by virtue of statute or is a valuable, special and unique asset of OWRB requiring protection from improper disclosure. If such Information is disclosed, contractor agrees that contractor and their employees, agents or sub-contractors, will not at any time or in any manner, either directly or indirectly, use any Information for their own benefit, or divulge, disclose, or communicate in any manner, any Information to any third party, without prior written consent of the Executive Director of OWRB. Vendor and their employees, agents or sub-contractors will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this agreement. The confidentiality provisions of this solicitation shall remain in full force and effect after the termination of the agreement.

Insurance: The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

Extension Of Services: Award of contracts for recurring and continuing service requirements are often delayed due to circumstances beyond the control of the OWRB may require continued performance of any services within the scope and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. OWRB may exercise the option by written notice to the Contractor. The preliminary notice does not commit OWRB to an extension. All previous terms and conditions contained within the contract and any amendments shall remain in force throughout any contract period extension resulting from this clause.

Successors And Assigns: The Owner and the Contractor each binds themselves, partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Contractor shall not assign, sublet or otherwise transfer its interest in this Agreement without the written consent of the Owner.

Travel And Miscellaneous Expenses: Travel expenses incurred are at the sole expense of the Contractor .This includes travel to all monthly planning meetings, which may be held in Oklahoma City, Tulsa, Norman or other towns or cities as necessary. The price proposed by the Contractor shall include all delivery and, if applicable, mailing charges. Only OWRB requested emergency courier or express charges may be reimbursed to the Contractor, if such are requested by authorized OWRB personnel. The Contractor must document expenses by providing receipts. OWRB shall not reimburse for the contractor's standard overhead expenses. Food and beverage costs will be paid for by conference registration fees and sponsorship revenue.

IV. FEDERAL FUNDS PROVISIONS

FEDERAL FUNDS: This contract may be subject to Federal Funds and subject to the following:

- i. The Davis Bacon Act
- ii. Fair Labor Standards Act of 1938, as Amended
- iii. McNamara-O'Hara Service Contract Act of 1965, as Amended
- iv. Contract Work Hours and Safety Standards Act, as Amended
- v. Walsh-Healey Public Contracts Act
- vi. Copeland Anti-Kickback Act

Audit With Federal Funds: Organizations that expend five hundred thousand dollars (\$500,000.00) or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with OMB Circular A-133, (June 26, 2003 Revision), "Audits of States, Local Governments and Non-Profit Organizations," pursuant to the Single Audit Act of 1984 31 U.S.C. 7501 *et seq.*, and subsequent amendments thereto.

Equal Opportunity/Non-Discrimination: The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including, but not limited to, Presidential Executive Order 11246, as amended, and the Civil Rights Act of 1964, 42 U.S.C. §2000 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701 *et seq.*; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination in Employment Act, 42 U.S.C. §6101 *et seq.*; and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity, both to those seeking employment and those seeking services, without regard to race, color, religion, sex, national origin, age, or handicap.

Lobbying Activities: The Contractor certifies the following:

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

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

Debarment, Suspension, And Other Responsibility Matters: In accordance with Presidential Executive Order 12549, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise ineligible for participation in federal assistance programs.

Compliance With State And Federal Laws: The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the OWRB.

V. PERSONNEL REQUIREMENTS

All manpower necessary to fully satisfy the requirements of this contract shall be provided by Contractor. Contractor shall only employ qualified personnel who are proficient in performing assigned tasks using modern tools, methods and techniques.

Employment Relationship: The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

Changes To Key Personnel And Subcontractors: It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. Contractor agrees that once assigned to work under the contract, key personnel and subcontractors shall not be removed or replaced without written notice to the OWRB. If key personnel and subcontractors are not available for work under the contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the OWRB, and shall, subject to the concurrence of the OWRB, replace such personnel with personnel of substantially equal ability and qualifications.

Conduct On Government Property: Contractor, Contractor's Personnel and Subcontractors shall follow the rules below while working on government property:

- i. Contractor personnel shall present a neat, clean and well-groomed appearance at all times.
- ii. Contractor will provide uniforms or visible identification to personnel to be worn on OWRB property during normal business hours.
- iii. Contractor shall ensure that employees are available for each shift. When Contractor's personnel fail to report, the contractor will provide a replacement. The contractor will provide OWRB with the names and telephone numbers of equivalent representatives who are authorized to provide replacement personnel. OWRB must be able to reach contractor's competent representative within 30 minutes and shall not be required to call more than three phone numbers in order to make contact.
- iv. Contractor and Contractor's personnel shall not be under the age of 18 years.
- v. Due to the increase of violence in the work place, The Contractor and all Contractor's personnel shall meet the following requirements. The Contractor and Contractor's personnel shall have no history of a violent offense, and not be on probation for any criminal offense. In the event an employee is convicted of a violent act, or put on probation for any criminal offense, The Contractor and Contractor's personnel shall notify OWRB immediately and dismiss the employee from duties at OWRB.
- vi. Contractor and Contractor's personnel must have a valid photo identification card and driver's license or other state or federally issued legally accepted identification documents and driver's license
- vii. Contractor and Contractor's personnel are prohibited from having firearms or other weapons in their possession, whether licensed or not'.
- viii. OWRB reserves the right to require the contractor to remove any of Contractor's personnel from OWRB Property, who endangers persons or property, displays impolite and socially unacceptable behavior, or whose continued employment under this contract is inconsistent with the interest of OWRB.

- ix. Eating or smoking by Contractor and Contractor's personnel while in the performance of their duties shall be prohibited. Smoking is prohibited by state law in, on or within 25 yards of state property.
- x. If Contractor and Contractor's personnel are allowed a break or lunch period during the course of their duties eating will be allowed in designated areas only.
- xi. Contractor and Contractor's personnel are prohibited from possessing controlled substances or intoxicating beverages while on duty.
- xii. Contractor and Contractor's personnel must treat OWRB Employees and/or visitors in a friendly and courteous professional manner at all times. Profanity will not be tolerated.

Subcontracts: Contractor may not enter into any subcontracts to provide the services required by this contract without first receiving written approval from OWRB reserves the right to not approve a subcontractor and Contractor will have to find a replacement. The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the OWRB reserves the right to not approve a subcontractor and Contractor will have to find a replacement. The terms of the Contract, and such additional terms as the OWRB may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract. Copies of all subcontracts shall be given to OWRB at the time of issuance and execution. Any proposed agreements (e.g. licenses, maintenance agreements, etc.) that vendor or any subcontractor(s) expects to be signed, as part of a resulting contract to this RFP, shall be approved or denied by OWRB and will or will not become a part of this contract.

Building Access :OWRB shall escort all of contractors staff throughout the building. If OWRB approved, the contract may be issued keys and access cards. If approval is granted, the Contractor shall maintain an updated list of its employees to whom keys and access cards have been checked out which includes the job title and telephone number of each named individual. 3. Contractor shall check out the OWRB keys and access cards only to Contractor's engineer(s) and maintenance person(s) assigned to OWRB.

State Of Oklahoma Governor's Executive Order 2012-01: Per the State of Oklahoma Governor's Executive Order 201201, filed February 6, 2012 and effective July 1, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma. The Vendor certifies it will comply with this Order.

Security: Contractor and/or Contractor's personnel shall not permit any personnel to use OWRB keys to provide access to building or locked rooms or areas except upon approval of Contractor or OWRB Management. All contractors and contractor's personnel shall check in and out with the Security Desk. A picture ID is required to enter the building.

III. INVOICING AND PAYMENT

Tax Exemption: State Acquisitions are exempt from sales taxes and federal excise taxes.

Payment Terms: Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72, unless there is an agreed Earl Payment Discount Amendment. Payment Terms start at the receipt and acceptance of a proper invoice.

Early Payment Discount: OWRB can pay early if a discount to price is offered. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

Final Payment: Final payment under this Contract or under a termination settlement shall be made only after the satisfactory completion of work performed under this Contract and Contractor's execution and delivery to the OWRB of a release of all claims against OWRB arising under or by virtue of this Contract. Unless otherwise provided herein, by Oklahoma law, or otherwise expressly agreed to by OWRB, Contractor and OMES, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the State's claims against Contractor, his sureties or his liability bonds held under this Contract.

Proper Invoice: An invoice is considered proper if sent to the proper recipient and goods or services have been received. Contractor shall invoice OWRB monthly for the costs specified within the contract and/or purchase orders. The proper recipient of invoices is OWRB Accounts Payable. Invoices shall be sent to: accountspayable@owrb.ok.gov . Failure to comply may result in late payments. Invoices shall contain the purchase order number, a description of the products delivered or services provided, the dates of such delivery or provision of services, and the Contractor's Federal Employer Identification number.

Unauthorized Obligation: At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.

Additional Terms and Conditions: This contract may be subject to additional provisions listed below:

- i. Solicitations Provisions
- ii. Information Services Provisions

ATTACHMENT D

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Conclusion

This work plan provides a structured approach to enhancing the operational efficiency and regulatory compliance of water and wastewater utilities. By delivering high-quality training, technical assistance, and long-term planning services, we aim to foster a skilled workforce and ensure sustainable improvements in water and wastewater services. Our commitment to excellence and continuous improvement will support the mission to protect and enhance water resources.

Work Plan for Water and Wastewater Training, Technical Assistance, and Long-Term Planning

Objective

To deliver effective training, technical assistance, and planning services for water and wastewater systems, ensuring compliance, operational excellence, and financial sustainability within the allocated annual budget of \$166,000.

Scope of Work

Training Program

- **Operator Training Sessions:** Includes certifications and renewals.
- **Training Schedule:**
 - A Water Certification: 1 per year, 32 hours, \$6,400
 - A Wastewater Certification: 1 per year, 32 hours, \$6,400
 - C Water Lab Certifications: Feb & Oct, 64 hours, \$12,800
 - C Wastewater Lab Certifications: Apr & Aug, 64 hours, \$12,800
 - D & C Water Operator Certification: Bi-monthly, 96 hours, \$19,200
 - D & C Wastewater Operator Certification: Bi-monthly, 96 hours, \$19,200
 - 4-hour Operator Renewal Classes: 40 times annually, 160 hours, \$32,000
 - Total Training Hours: 544 hours, \$108,800
- **Class Descriptions:**
 - A Water Certification: Comprehensive training for water operators, covering water treatment processes, regulatory compliance, and system maintenance.
 - A Wastewater Certification: Training focused on wastewater treatment processes, including biological treatment, sludge management, and compliance with environmental regulations.
 - C Water Lab Certifications: Workshops on laboratory procedures for water quality testing, including sample collection, chemical analysis, and data interpretation.



- C Wastewater Lab Certifications: Training on laboratory techniques specific to wastewater treatment, including testing for contaminants and maintaining lab equipment.
- D & C Water Operator Certification: Covers basic (D) and intermediate (C) levels of water system operation, including system design, operation, maintenance, and troubleshooting.
- D & C Wastewater Operator Certification: Similar to the water operator certification, covering basic and intermediate levels of wastewater system operation.
- 4-hour Operator Renewal Classes: Ongoing education on the latest industry practices, regulatory updates, and advanced operational techniques.

Technical Assistance Plan

- **Activities:**
 - On-Site Operator Training: 65 hours, \$13,000
 - Laboratory Training: 50 hours, \$10,000
 - Safety Training: 10 hours, \$2,000
 - Total Technical Assistance: 125 hours, \$25,000
- **Key Activities:**
 - Conduct hands-on training sessions.
 - Offer workshops and remote troubleshooting support.
 - Develop materials and conduct follow-up visits.
- **Additional Services:**
 - Develop and implement asset management plans.
 - Plan and develop business and financial policies.
 - Create and execute capital improvement plans.
 - Provide cybersecurity measures and protect against cyber-attacks on control systems, in cooperation with relevant partners.
 - Develop training content, including video presentations for field operations.
 - Map distribution systems and inventory lines.
 - Plan for employee succession and develop apprenticeship programs with hands-on training.

- Conduct energy efficiency audits.
- Train and guide governing authorities and boards.
- Validate and verify laboratory data.
- Plan and develop mutual aid strategies.
- Train office and support personnel.
- Develop and implement operations and maintenance plans.
- Optimize water treatment and disinfection systems.
- Analyze and implement rate structures.
- Assess risks and vulnerabilities, and plan emergency responses.
- Develop and implement safety training and plans.
- Protect source water through planning and implementation.
- Operate systems temporarily as needed.
- Provide training and technical assistance on compliance and sustainability issues.
- Audit water loss, control leaks, and analyze meters.

Long-Term Planning Assistance Plan

- **Activities:**
 - Capital Improvement Plans: 91 hours, \$18,200
 - Water and Sewer Rate Studies: 60 hours, \$12,000
 - System Assessments: 20 hours, \$4,000
 - Total Planning Hours: 171 hours, \$34,200
- **Key Activities:**
 - Develop Capital Improvement Plans (CIPs).
 - Conduct rate studies to ensure sustainability.
 - Perform system assessments and action planning.

Apprenticeship Training

- Integrated within on-site sessions to build a skilled workforce.
- **Key Activities:**
 - Pair apprentices with experienced operators.

- Focus on foundational and advanced skills development.

Performance Metrics and Evaluation

To ensure the effectiveness and success of the training, technical assistance, and long-term planning services provided, the following performance metrics and evaluation methods will be used:

1. Training Program Metrics

- **Certification Pass Rates:** Measure the percentage of participants who pass certification exams after completing the training sessions.
- **Participant Feedback:** Collect feedback through surveys to assess the quality and relevance of the training content and delivery.
- **Attendance Rates:** Track the number of participants attending each training session to ensure high engagement and participation.
- **Renewal Rates:** Monitor the number of operators renewing their certifications through the provided renewal classes.

2. Technical Assistance Metrics

- **Issue Resolution Time:** Measure the average time taken to resolve technical issues reported by the water and wastewater systems.
- **Satisfaction Surveys:** Conduct surveys with system operators to gauge their satisfaction with the technical assistance received.
- **Follow-Up Success:** Track the implementation of recommendations provided during technical assistance visits and follow-up sessions.

3. Long-Term Planning Metrics

- **Plan Adoption Rates:** Measure the percentage of systems that adopt and implement the capital improvement plans and rate studies developed.
- **Financial Stability:** Assess the financial health of the systems through regular financial audits and reviews post-implementation of rate studies.
- **Infrastructure Improvements:** Track the completion of infrastructure projects outlined in the capital improvement plans.

4. Apprenticeship Training Metrics

- **Apprentice Progress:** Monitor the progress of apprentices through regular evaluations and feedback from their mentors.
- **Skill Development:** Assess the development of key skills in apprentices through practical assessments and performance reviews.



- **Retention Rates:** Track the retention rates of apprentices within the water and wastewater systems post-training.

Evaluation Methods

- **Quarterly Reports:** Generate detailed quarterly reports summarizing the performance metrics and progress towards objectives.
- **Annual Review Meetings:** Conduct annual review meetings with stakeholders to discuss the outcomes, challenges, and areas for improvement.
- **Continuous Improvement:** Implement a continuous improvement process based on feedback and evaluation results to enhance the effectiveness of the services provided.

By utilizing these performance metrics and evaluation methods, we aim to ensure the highest standards of service delivery and continuous improvement in the training, technical assistance, and long-term planning for water and wastewater systems.

Budget and Allocation

- Training Program: \$108,800
- Technical Assistance: \$25,000
- Long-Term Planning: \$34,200
- Total Budget: \$166,000 annually

Timeline

- **Phase 1: Training:** Throughout the contract
- **Phase 2: Technical Support:** Ongoing
- **Phase 3: Long-Term Planning:** Mid to late contract
- **Phase 4: Evaluation Prep:** Final months of term

Conclusion

This comprehensive work plan provides a structured approach to addressing the training and technical assistance needs of water and wastewater utilities. By offering a detailed schedule of operator certification and renewal classes, technical assistance, and long-term planning services, we aim to enhance the operational efficiency and regulatory compliance of these utilities.

With a clear budget and timeline, this plan is designed to maximize the impact of the allocated funds, ensuring that every dollar is spent effectively to achieve the desired outcomes. We are confident that our approach will meet and exceed expectations, contributing to the overall goal of improving water and wastewater services.



By adhering to this comprehensive work plan, we aim to ensure the successful implementation and management of the services outlined, ultimately supporting the mission to protect and enhance water resources.

**Attachment F to
STATE OF OKLAHOMA CONTRACT WITH Oklahoma Alliance Consultants, LLC
RESULTING FROM SOLICITATION NO. EV00000575
Negotiated Exceptions and Additional Terms to the Contract**

Supplier has not taken any Exceptions to the State's terms and conditions. As such, there are no changes to the language of the Solicitation.

ATTACHMENT G

FEDERAL FUNDING TERMS

This State of Oklahoma Federal Funding Terms is a Contract Document in connection with a Contract awarded by and through the State of Oklahoma, Office of Management and Enterprise Services, with a vendor, supplier, or contractor (“Supplier”). Supplier acknowledges that acquisitions under this Contract may use federal assistance for purposes of funding the acquisition. When procuring property and services using Federal financial assistance, the State must follow the same policies it uses for procurements from its non-Federal funds along with all other requirements of the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). In addition, the State and Supplier (“Parties”) must agree to the standards identified in Federal Regulations 2 CFR Sections 200.321 through 200.323 and ensure purchase orders, contracts, or subcontracts include clauses required by 2 CFR Section 200.327.

The terms and conditions provided in this Attachment are general Federal award requirements. Additional terms, conditions, or exceptions may be required that are specific to the Federal financial assistance used in each procurement transaction. Any additional terms, conditions, or exceptions shall be incorporated into a purchase order, contract, or subcontract to ensure compliance with the Federal financial assistance attached to this Contract.

In addition to the terms contained in applicable Contract documents and the requirements mentioned above, the Parties agree to the following Federal Funding Terms.

1 AFFIRMATIVE STEPS FOR CONTRACTING.

- 1.1 Parties acknowledge that any non-Federal entity included in this Contract must take affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. In addition to and in conjunction with 74 O.S. Sections 85.45 through 85.45i., those affirmative steps must include:
- a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a.) through (e.) of this section.

2 INFORMATION SUBMITTED.

Supplier acknowledges that all information, reports, and other documents and data submitted to the State and its representatives in connection with this Contract were, at the time they were (or will be) furnished, and are, as of the date hereof (or will be as of the date they are furnished), true, correct, and complete in all material respects.

3 COMPETITIVE BIDDING.

All funds received by the Supplier herein are subject to the State Purchasing Act and the procurement standards found in 2 CFR Sections 200.321 through 200.323, and 2 CFR Section 200.327. The Supplier acknowledges and agrees that these funds were to the best of Supplier's knowledge competitively bid or covered by an exemption as described therein.

4 AUDITING AND MONITORING REQUIREMENTS.

Supplier acknowledges that the funds used in this transaction are subject to the requirements found in Sections 2 CFR Sections 200.500 through 2 CFR § 200.520; and therefore, the State is subject to audit by Federal and State entities.

4.1 The Supplier agrees to provide the State of Oklahoma, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Supplier agrees to permit any of the foregoing parties to copy or reproduce, by any means, excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. All records related to this transaction must be kept for five years after the completion of this Contract.

4.2 If applicable, the Supplier agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

4.3 No language in this Contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

4.4 The Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5 BUYING PREFERENCES.

5.1 Domestic Preferences, 2 CFR Section 200.322. Supplier should, to the greatest extent practicable under the scope of this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this Contract. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber; and
- c. Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth below.

5.2 Buy America Preference, 2 CFR Part 184. Applies to Federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the Federal award. Must be included in all subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. Infrastructure encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

6 STATUTES AND REGULATIONS PROHIBITING DISCRIMINATION.

6.1 Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Applies to any construction work and subcontract work, or modification thereof, which is paid for in whole or in part with funds obtained from the Federal Government, unless otherwise exempted.

Construction Contracts 41 CFR Section 60-1.4(b). During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. which includes that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or discriminate against any employee or applicant for employment because they inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This does not apply to instances in which an employee who has access to the compensation as part of the employee's essential job function discloses the compensation to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which a collective bargaining agreement is in place or other contract or understanding, a notice to be provided advising the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.2 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving Federal financial assistance.

6.3 Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

- 6.4 Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 6.5 Age Discrimination Act of 1975**, as amended (42 U.S.C. §§ 6101, *et seq.*), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 6.6 Title II of the Americans with Disabilities Act of 1990**, as amended (42 U.S.C. §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 6.7 Protections for Whistleblowers.** In accordance with 41 U.S.C. § 4712, the Parties may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes the following:
- a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

7 CONTRACT AND SUBCONTRACT LEVEL REQUIREMENTS.

In addition to State procurement regulations, the following Federal regulations apply.

- 7.1 Contracts and Purchases in Excess of \$2,000.** The following applies to contractors and subcontractors performing on Federal funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, and requires that Supplier must comply with two sets of regulations:

- a. **The Davis–Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148)** as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). When applicable, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.
- b. **Copeland “Anti–Kickback” Act (40 U.S.C. § 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.2 Contracts and Purchases in Excess of \$10,000.

- a. **Recovered Materials.** Any state agency or agency of a political subdivision of a state and its suppliers or contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7.3 Contracts and Subcontracts for \$25,000 and Above

- a. **Suspension and Debarment.** Restricts awards, subawards, contracts, and subcontracts with Suppliers that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. This Contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Supplier is required to verify that none of Supplier’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The Supplier must comply with 2 CFR part 180,

subpart C and 2 CFR part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the State of Oklahoma. If it is later determined that the Supplier did not comply with 2 CFR part 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the State, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Contracts and Purchases \$100,000 and Above

- a. **The Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708.** Applies to all contracts and subcontracts of more than \$100,000 that involve the employment of mechanics or laborers. Under Section 3702 of the Act, contractors and subcontractors shall be required to compute the wages of every mechanic and laborer (including guards and watchmen) on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. *These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*
- b. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Supplier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. This Supplier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award and require any entities receiving subawards or contracts to do the same. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
** Contractors must sign the attached certification.*

7.5 Contracts and Purchases \$150,000 and Above

- a. **Clean Air Act (42 U.S.C. §§ 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.** Supplier agrees to comply with, and require all subcontractors to comply with, all applicable standards, orders, or regulations issued pursuant to these Acts. Supplier agrees to report each violation to the State entity that is party to this Contract and understands and agrees that the State entity will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency.

7.6 Contracts and Purchases \$250,000 and Above

- a. **Remedies.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8 OTHER APPLICABLE LAWS

- 8.1 **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Supplier is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
- 8.2 **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Supplier is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- 8.3 **Publications.** Any publications produced with funds from a Federal award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
- 8.4 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

The term *funding agreement* means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8.5 Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment.

- a. Parties agree that no Federal funds may be obligated or expended in any contract or subcontract that includes obtaining any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.

As described in Public Law 115–232, section 889, *Covered telecommunications equipment* is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- b. This prohibition does not prevent parties to this Contract or subcontractors from using covered telecommunications equipment and services for their own purposes, provided the covered telecommunications equipment or services are not procured with Federal funds.
- c. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

8.6 Termination for Cause and Convenience – Provisions under Contract Attachment B apply.

This form is required for purchases of \$100,000 and above

**CERTIFICATION REGARDING LOBBYING
Required by 31 CFR Part 21**

The undersigned certifies, to the best of their knowledge and belief, that:

- I. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
- II. 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all Suppliers shall certify and disclose accordingly.

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, of the U.S. Code. 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.

Supplier certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the remedies found in Title 31, Chapter 38 of the U.S. Code applies to this certification and disclosure.



Signature of Supplier's Authorized Official

Ross M. Duke

Name Date

CFD

Title

AGENDA ITEM 3D(4)
STATEMENT OF WORK

WITH: Oklahoma Office of Management and Enterprise Services

PURPOSE: For Agency Infrastructure Modernization – Revision 2 to OWRB Azure Cloud Computing Infrastructure as a Service (IAAS) and Platform as a Service (PAAS) Instance Creation. This revision is for installing and setting up a Microsoft tool that automates tasks currently done manually. This includes things like sending scheduled emails automatically and syncing data between old and new databases without manual intervention. This will enhance efficiency in various applications, including the Online Intent to Drill and future Online water use reporting system now being developed.

AMOUNT: Not to exceed \$2640.00

TERM: To be completed by May 1, 2025



Office of Management and Enterprise services Information Services

Statement of Work Number: SOW0002718

Project Name: OWRB Azure IAAS and PAAS Instance Creation

Project Number: PRJ0553915

P-Code: 090P007824

Demand Number:

Revision: 2

This Statement of Work, entered into between the Office of Management and Enterprise Services (“OMES”) and Water Resources Board (“Agency”) (collectively, the “Parties”), is effective as of the last date executed, and sets forth the Parties’ agreement with respect to the above-referenced Project Name. The terms of this Statement of Work are incorporated into the Agreement for Shared Services entered into between the parties. For mutual consideration, the Parties agree as follows:

I. INTRODUCTION AND SCOPE OF WORK: (Provide a general description of the work, including the background, brief summary statement of any deliverables and tasks to be completed, ongoing support and maintenance requirements, knowledge transfer and other expected results of this Statement of Work.)

Phase 2 business partner requested Scope change to the Azure architecture to add new Azure app service plans within each environment (dev, uat, prod). This is to prepare for deployments of future programs for handling automated jobs (emails, sync) and allow more efficient processing.

In addition, monthly maintenance costs related to project infrastructure set-up for Dev, UAT, Prod has been included.

Any Part Number with a Rate Amount listed as \$0 is due to one of the following:

- Allocated resource covered by a different interagency statement of work.
- Dedicated resource covered under agency's Shared Services' Agreement.
- Resource within scope of a contract wherein the agency issued the purchase order directly to the supplier.



II. PERIOD OF PERFORMANCE AND TIMELINE: (Detail the expected time period over which the work will occur.)

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III.COSTS: (Define how costs are to be calculated, whether hourly cost for the required skill set and the cost amount, including one-time and recurring costs, as applicable. NOTE: One or more cost categories may not be applicable to a particular project. THE ONLY COSTS BILLED TO AGENCY WILL BE ACTUAL COSTS INCURRED BY OMES.)

One Time Costs associated with project completion

| Part # | Part | Quantity | Rate | Amount |
|-----------------------------|------|----------|------|--------|
| Total One Time Costs | | | | \$0.00 |

Per hour costs associated with project completion

| Part # | Part | Estimated Hours | Rate | Amount |
|-----------------------------|-------------------------------|-----------------|----------|------------|
| 810 | Project-Consulting Specialist | 24 | \$110.00 | \$2,640.00 |
| Total Per Hour Costs | | | | \$2,640.00 |

Monthly costs associated with project completion

| Part # | Part | Quantity | Rate | Amount |
|----------------------------|--------------------------|----------|------|------------|
| 628 | Maint- Application Maint | | | \$1,661.48 |
| Total Monthly Costs | | | | \$1,661.48 |

| | | | | |
|-------------------|--|--|--|------------|
| Total Cost | | | | \$4,301.48 |
|-------------------|--|--|--|------------|

IV.Assumptions: (The Project scope and estimated costs include the following assumptions.)

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V.MISCELLANEOUS:

No service hereunder shall be performed until this Statement of Work is signed by all Parties; however, the costs associated with the tasks set forth herein may require adjustment if this Statement of Work is not fully executed by the earlier of the end of the current fiscal year or within 30 days following execution on behalf of OMES. Notwithstanding the foregoing, the Agency is financially responsible for any planning and preparation costs incurred by OMES on the Agency’s behalf and in advance of execution of this SOW. Tasks outside the scope of this Statement of Work will not be performed, and no additional terms or conditions will be added to this Statement of Work, unless agreed to in writing by the Parties. Either party may terminate this Statement of Work by providing at least thirty days’ written notice to the other party, but Agency is obligated to pay for products and services delivered prior to the effective date of the termination. This is a P90 estimate, this estimate will be within +/- 10% of the final cost of this project. It is the Agency’s responsibility to notify OMES of specific internal policies and regulations applicable to this work such as, but not limited to: IRS Publication 1075, Family Educational Rights and Privacy Act, Health Insurance Portability and Accountability Act / Health Information Technology for Economic and Clinical Health Act, Criminal Justice Information System, or Social Security Number Protection Act of 2010.

To the extent this Statement of Work includes goods leased by OMES and provided to Agency, Agency agrees to comply with lessee’s obligations to lessor as set forth in the applicable lease agreement.

Tasks performed under the terms of this Statement of Work are accepted upon the earlier of the Parties’ execution of an OMES Form 051 Certification of Completion and Acceptance or after 14 days of completion.

SIGNATURES:

The undersigned represent and warrant they are authorized, as representatives of the party on whose behalf they are signing, to sign this Statement of Work and to bind their respective party thereto.

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>OMES:</p> <p>Authorized Signature</p> <p>Printed Name Dan Cronin</p> <p>Title Chief Information Officer</p> <p>Date</p> | <p>AGENCY:</p> <p>Authorized Signature</p> <p>Printed Name Jennifer Castillo</p> <p>Title OWRB Board Chairman</p> <p>Date</p> |
| <p>OMES:</p> | <p>AGENCY:</p> |



OKLAHOMA
Office of Management
& Enterprise Services

| | |
|----------------------|-----------------------------------------------------------------|
| Authorized Signature | Authorized Signature |
| Printed Name | Printed Name Suzanne Landess |
| Title | Title OWRB Board Secretary |
| Date | Date |

SEAL

AGENDA ITEM 3D(5)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

WITH: Carollo Engineers, Inc.

PURPOSE: To extend the date of service and increase budget in connection with the Board's Oklahoma Comprehensive Water Plan Project.

AMOUNT: Increased amount not to exceed \$633,000.00

TERM: Through June 30, 2025

CaAMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement (“Agreement”) dated July 1, 2020, is made and entered into as of the 18 day of February, 2025 (“Effective Date”), by and between the Oklahoma Water Resources Board (“BOARD”) with its principal place of business at 3800 North Classen Boulevard, Oklahoma City, Oklahoma, and Carollo Engineers, Inc. (“CONTRACTOR”), 211 N. Robinson, Suite 1300 North Tower, Oklahoma City, Oklahoma.

- 1. Scope of Work.** During the term of this Agreement CONTRACTOR shall furnish Engineering Services in connection with the BOARD’S Oklahoma Comprehensive Water Plan (“Project”), as described in the Scope of Work attached hereto as Attachment A.
- 2. Term.** The term of this Agreement shall be from the Effective Date through June 30, 2025, unless otherwise terminated as provided herein or extended by mutual written agreement of the parties. The Agreement may be renewed at the same terms and conditions for up to three (3) additional one year periods, not to extend beyond June 30, 2028.
- 3. Independent Contractor.** During the term of this Agreement, CONTRACTOR shall act at all times as an independent contractor and shall have the responsibility for and control over the details and means of performing the work. CONTRACTOR acknowledges it has the duty to provide continuous, adequate supervision of its personnel, consultants and subcontractors, if any. Nowhere in this Agreement shall it be construed or implied that CONTRACTOR or any of its consultants, subcontractors, affiliates, employees, agents, or representatives are employees, representatives, or agents of BOARD. CONTRACTOR shall be subject to the direction of BOARD only with respect to the scope of the work and the general results required. CONTRACTOR shall not make any commitment nor incur any charge or expense in BOARD’S name without the prior written approval of BOARD.
- 4. Payment.** The total amount to be paid by BOARD to CONTRACTOR under this Agreement shall not exceed Three Million Five Hundred Thirty Three Thousand Dollars (\$3,533,000). Pursuant to 74 O.S. § 85.44B, invoices will be paid in arrears after products have been delivered or services provided. Interest on late payments made by BOARD is governed by 62 O.S. § 41.4a and 62 O.S. § 41.4b. Invoices will be prepared in accordance with CONTRACTOR's standard invoicing practices and will be submitted to BOARD by CONTRACTOR, unless otherwise agreed in writing. Each invoice shall be accompanied by all supporting documentation as required by BOARD, including, but not limited to, an updated progress schedule.

Payment of undisputed invoices is due and payable within forty-five (45) days of BOARD’S receipt of a complete and accurate invoice. Invoices must be received by the 5th of the month following the month for which the work is being billed. In the event payment of undisputed amounts has not been made within this time period, CONTRACTOR may, after giving seven (7) days written notice to BOARD, suspend services under this Agreement until CONTRACTOR has been paid in full all amounts due for services accepted, expenses, and other related charges. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

In the event of any termination, CONTRACTOR will be entitled to invoice BOARD and will be paid in full for all services accepted and all reasonable reimbursable expenses incurred through the effective date of termination.

5. Confidentiality.

5.1 CONTRACTOR acknowledges that BOARD is a public entity subject to the provisions of the Oklahoma Open Records Act. CONTRACTOR acknowledges that it has been or may be exposed to confidential or proprietary information, oral or written (“Confidential Information”), including, but not limited to, customer information, financial and business information (including, without limitation, revenues, expenses, taxes and contracts), partner relationships, patents, trade secrets, technical processes, formulae related to products and services, pricing and any device, technique or compilation of information used in BOARD business. CONTRACTOR agrees that it shall not use, commercialize or disclose such Confidential Information to any person or entity, except to its own employees having a “need to know.” CONTRACTOR may only disclose Confidential Information to third parties upon prior written approval by BOARD, and shall comply with BOARD approval in making such disclosure. CONTRACTOR shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information, but in no event less than reasonable care. Nothing is intended to or shall grant CONTRACTOR an ownership right, a license or other right of any nature to use Confidential Information except as expressly provided herein.

5.2 The disclosure provisions of Section 5.1 shall not apply to information that a) CONTRACTOR had in its possession prior to disclosure by BOARD; b) becomes public knowledge through no fault of CONTRACTOR; c) CONTRACTOR lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or d) is required to be disclosed by law or court order.

5.3 CONTRACTOR acknowledges, understands, and agrees that the results generated by CONTRACTOR hereunder shall constitute the sole, separate, and exclusive property of BOARD, and that neither CONTRACTOR, nor any of CONTRACTOR’s officers, agents, employees or subcontractors shall disclose the results obtained in the fulfillment of this Agreement without the prior consent of BOARD.

6. Subcontractors. CONTRACTOR may retain subcontractors to carry out the Services outlined in this Agreement. BOARD reserves the right to approve all subcontractors prior to their use by CONTRACTOR. There shall be no relationship, fiduciary or otherwise, between BOARD and the subcontractors hired by CONTRACTOR. CONTRACTOR shall ensure that all subcontractors retained by CONTRACTOR acknowledge this Agreement, including the confidentiality provisions, in writing.

7. Warranties.

7.1 CONTRACTOR agrees to perform Services with the same degree of care, skill and diligence as is ordinarily possessed and exercised in the same profession under similar circumstances and shall ensure that its subcontractors, if any, have the level of skill in the area commensurate with the requirements of the scope of services to be performed.

7.2 If it is shown within twelve (12) months of completion of the Services that CONTRACTOR or its subcontractors committed an error in the performance of the Services or that normal standards of care and diligence have not been met, and BOARD promptly notifies CONTRACTOR of such an error or deficiency, CONTRACTOR shall perform corrective Services at no cost to BOARD as may be necessary to remedy the error or deficiency. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, BOARD may have the corrective Services performed by a third party, and all costs, losses, and damages arising out of or relating to such correction will be paid by CONTRACTOR.

8. Indemnification/Liability.

8.1 CONTRACTOR hereby releases BOARD and shall fully protect, defend, indemnify and hold harmless BOARD, its officers, members, employees, agents and representatives from and against any and all claims, costs (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature to the extent caused by the willful misconduct or negligent, reckless or tortious acts or omissions of CONTRACTOR in the performance of its obligations under this Agreement. Notwithstanding the foregoing, and as allowed under the laws of the State of Oklahoma, for any claim alleging CONTRACTOR's negligent performance of professional services, CONTRACTOR's obligations regarding BOARD's defense under this paragraph include only the reimbursement of BOARD's reasonable defense costs incurred to the extent of CONTRACTOR's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution.

8.2 Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to BOARD under Oklahoma law. Notwithstanding the foregoing, and as allowed under the laws of the State of Oklahoma, CONTRACTOR shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the BOARD or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, CONTRACTOR shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONTRACTOR's subconsultants, that impact project completion and/or success.

9. Insurance.

9.1 For the duration of this Agreement, CONTRACTOR shall, at his own expense, procure and maintain insurance and shall require all subcontractors of all tiers to provide and maintain insurance of the type and with limits as set forth below, on all of its operations, and with

companies authorized to do business in the State of Oklahoma, or with companies acceptable to BOARD, as follows:

- (a) **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than \$500,000 each accident for bodily injury by accident, with a \$500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease.
- (b) **General Liability Insurance.** Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) premises and operations liability;
 - (2) products and completed operations liability;
 - (3) contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement;
 - (4) broad form property damage (including completed operations);
 - (5) X.C.U. Coverage – If the Agreement requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include coverage commonly referred to as X.C.U. for explosion, collapse and underground hazards;
 - (6) personal injury liability; and

The limits of liability shall not be less than:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage);
- \$1,000,000 for Personal Injury Liability;
- \$2,000,000 Aggregate for Products-Completed Operation; and
- \$2,000,000 General Aggregate.

BOARD, its officers, members and employees shall be named Additional Insureds.

- (c) **Automobile Liability Insurance** (Bodily Injury and Property Damage Liability) including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 Combined Single Limit for each accident. CONTRACTOR's Automobile Liability insurance policy shall include coverage for Automobile Contractual Liability.
- (d) **Professional Liability.** Professional Liability insurance including errors and omissions coverage in an amount of not less than \$1,000,000 per

occurrence (or claims made) and aggregate for licensed professional consultants.

CONTRACTOR shall verify its subcontractors' compliance with the requirements of sections (a) through (d), and cause their certificates of insurance to be provided to CONTRACTOR, and upon request, to be made available to BOARD.

9.2 Any deductible or self-insured retention greater than \$25,000 per claim must be declared to and approved by BOARD. Any and all deductibles or self-insurance retentions in the foregoing insurance policies shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR and its subcontractors.

9.3 Certificates of insurance shall be furnished by CONTRACTOR to BOARD before any Services are commenced hereunder by CONTRACTOR. The certificates of insurance shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days' prior written notice to BOARD. On all policies except for Professional Liability and Workers' Compensation, the certificates shall also contain a specific endorsement adding the required entities as additional insureds, as well as specifically stating that all coverage furnished by CONTRACTOR is primary, and that any insurance held by BOARD is excess and non-contributory. If CONTRACTOR does not comply with this section, BOARD may, in addition to any other remedies it may have, terminate this Agreement, subject to any provision of this Agreement. Alternatively, BOARD may, at its option, provide insurance coverage to protect BOARD and charge CONTRACTOR for the cost of that insurance. The required insurance shall be subject to the approval of BOARD, but any acceptance of insurance certificates by BOARD shall not limit or relieve CONTRACTOR of the duties and responsibilities assumed by it under this Agreement.

9.4 The insurance coverage required within this entire insurance section shall not minimize, limit, nor eliminate CONTRACTOR's responsibility for any uninsured or uncovered claims, losses, or expenses occurring during or after completion of the Services. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR, and any approval of said insurance by BOARD, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liability and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to the provisions concerning indemnification. BOARD reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the insurance requirements outlined above.

10. Representatives and Notice.

10.1 BOARD may appoint a representative to act as liaison with CONTRACTOR. BOARD'S representative may be changed upon prior written notice to CONTRACTOR. All notices necessary or required under this Agreement shall be in writing and shall be personally

delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to THE BOARD: Oklahoma Water Resources Board
Attn: Owen Mills
3800 North Classen Boulevard
Oklahoma City, Oklahoma 73118
Phone: (405) 530-8800

If to CONTRACTOR: Carollo Engineers, Inc.
Attn: John P. Rehring
211 N. Robinson, Suite 1300 North Tower
Oklahoma City, Oklahoma 73102
Phone: (303) 635-1220 / (405) 840-7785

10.2 Notice given by personal delivery, overnight delivery, or mail shall be effective upon actual receipt. The parties may change any address to which notice is to be given by giving notice as provided above of such change of address.

11. Changes in Work. Subject to Section 14.3, CONTRACTOR shall be entitled to reasonable compensation for additional work requested by BOARD in writing or for changes in the manner or method of work performance not solely caused by CONTRACTOR and as approved by BOARD in writing. An “Amendment for Professional Services” is the instrument that shall be signed by authorized representatives of the CONTRACTOR and BOARD on or after the Effective Date of the Agreement to authorize any waiver, amendment, modification, addition, deletion, or revision in the Agreement. BOARD shall not be liable for payment of any additional work performed by CONTRACTOR not previously authorized by BOARD in writing.

12. Force Majeure. Neither party shall be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence including strikes, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

13. Dispute Resolution.

13.1 If a dispute arises between the parties relating to this Agreement, the following procedure shall be followed:

A. The parties shall hold a meeting promptly, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the parties thereunder or be deemed a

waiver by a party hereto of any remedies to which such party would otherwise be entitled thereunder unless otherwise agreed to by the parties in writing.

B. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.

C. The parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall, as the sole mediator, conduct mediation for the parties.

13.2 The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days. The substantive and procedural law of the State of Oklahoma shall apply to the proceedings. If the parties are not successful in resolving the dispute through mediation, then the parties shall be free to litigate the matter.

14. Appropriation of Funds.

14.1 Performance of BOARD'S obligations under this Agreement is expressly subject to appropriation of funds by the Oklahoma Legislature. In the event funds are not appropriated in whole or in part sufficient for performance of BOARD'S obligations under this Agreement then this Agreement shall thereafter become null and void by operation of law, and BOARD shall thereafter have no liability for compensation or damages to CONTRACTOR in excess of BOARD'S authorized appropriation for this Agreement or the applicable spending limit, whichever is less. BOARD shall notify CONTRACTOR as soon as reasonably practicable in the event of non-appropriation or in the event a spending limitation becomes applicable.

14.2 CONTRACTOR and BOARD agree and acknowledge as a part of this Agreement that no amendment that requires additional compensable work to be performed under this Agreement shall be issued by BOARD unless funds are available to pay such additional costs, and CONTRACTOR has been given written assurance by BOARD that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in this Agreement.

15. Termination.

15.1 The following conduct shall be deemed to be a default of CONTRACTOR under this Agreement and shall constitute cause for termination of this Agreement by BOARD:

- a) The Services under this Agreement are abandoned by CONTRACTOR; or
- b) The Agreement is assigned by CONTRACTOR without the written consent of BOARD; or
- c) CONTRACTOR is adjudged bankrupt; or
- d) A general assignment of CONTRACTOR's assets is made for the benefit of its creditors; or
- e) A receiver is appointed for CONTRACTOR or any of its property; or

- f) At any time BOARD certifies in writing that the performance of the Services under this Agreement is being unnecessarily delayed, that CONTRACTOR is violating any of the material conditions of this Agreement or that CONTRACTOR is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; or
- g) The Services are not substantially completed within the time named for its completion.

15.2 Upon default, BOARD may serve written notice upon CONTRACTOR of BOARD's intention to terminate this Agreement. If CONTRACTOR agrees to corrective action, then CONTRACTOR will have an additional five (5) calendar days to develop a corrective action plan acceptable to BOARD for completion of the work. If CONTRACTOR fails to complete the previous two activities within the prescribed timeframes, or if CONTRACTOR fails to complete the work pursuant to the corrective action plan, then BOARD may terminate this Agreement without further notice to CONTRACTOR. In the event of such termination, BOARD may take over and prosecute the work to completion, by contract or otherwise. CONTRACTOR shall be liable to BOARD for all reasonable costs sustained by BOARD by reason of such prosecution and completion.

15.3 This Agreement may be terminated without cause by BOARD upon thirty (30) days advance written notice to CONTRACTOR. CONTRACTOR shall not be paid for any Services performed after the date of termination, unless otherwise mutually agreed upon by the parties in writing.

15.4 Notwithstanding the foregoing, either party may terminate this agreement prior to the end of any fiscal year of BOARD for any reason, with or without cause, by providing 30 days written notice to the other party. If no such notice is received on or prior to June 1 of any term year, the Agreement shall be deemed to have been renewed for an additional fiscal year, subject to the rights to terminate this Agreement as set forth above.

16. Copyrights/Intellectual Property.

16.1 CONTRACTOR agrees that BOARD will have extensive input in the process of producing all materials associated with this Agreement. Therefore, CONTRACTOR agrees and acknowledges that all materials produced as a result of this Agreement (e.g. video, artwork, brochures, covers, labels, writings, designs, models, etc.) that have been or will be used by or paid for by BOARD, pursuant to this Agreement is a work made for hire as that term is defined by the United States copyright laws, but within full control of BOARD, and that BOARD is the sole owner of any work product which CONTRACTOR has made or will make under this Agreement, including but not limited to all intellectual property rights in said work product under copyright, patent, trademark, trade secret and other applicable law, and that compensation to CONTRACTOR for acceptance and acknowledgment of this Agreement is included in any compensation or price whatsoever paid to CONTRACTOR. It is the intent of the parties that THE BOARD shall have full ownership of the work product produced pursuant to this Agreement upon payment in-full by THE BOARD to CONTRACTOR.

16.2 CONTRACTOR hereby warrants to BOARD that it will take no action to copyright, patent, trademark, or trade secret any and all of the work product described in this Agreement.

16.3 In the event this Agreement is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this Agreement provision shall act as an irrevocable disclaimer by CONTRACTOR in favor of BOARD and as an irrevocable assignment to BOARD by CONTRACTOR of any and all intellectual property rights in CONTRACTOR's work product, including, but not limited to, copyright, patent, trademark and trade secrets, including, but not limited to, all rights in perpetuity. Under this irrevocable assignment, CONTRACTOR hereby assigns to BOARD the sole and exclusive right, title, and interest in and to CONTRACTOR's work product, in any and all countries. It is CONTRACTOR's specific intent to assign all right, title, and interest whatsoever in any media and for any purpose, to BOARD, including all rights of renewal and extension. To that end, CONTRACTOR agrees to execute and deliver all necessary documents requested by BOARD in connection therewith and appoints BOARD as CONTRACTOR's agent and attorney-in-fact to act for and in CONTRACTOR's behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by CONTRACTOR. Further, the parties expressly agree that the provisions of this paragraph shall be binding upon the parties and their legal representatives, successors, and assigns.

Notwithstanding any other provision of this Agreement between CONTRACTOR and BOARD or any provision of the scope of work, work assignments, work authorizations, or any amendment issued hereunder, all of CONTRACTOR's pre-existing or proprietary information, documents, templates, professional seals, materials, computer programs, or software not developed specifically pursuant to this Agreement shall remain the exclusive property of CONTRACTOR. In addition, CONTRACTOR may keep and maintain one record copy of all materials produced as a result of the Services.

17. Non-Discrimination. CONTRACTOR shall comply with all federal and state nondiscrimination laws and have an equal employment opportunity policy. CONTRACTOR shall also comply with BOARD's Equal Employment Opportunity/Affirmative Action policies regarding nondiscrimination and harassment, which includes sexual harassment, in the conduct of its business while on BOARD's property and/or interacting with BOARD's employees.

18. Audit.

(A) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. CONTRACTOR agrees that any pertinent State of Oklahoma or Federal agency will have the right to examine and audit all records relevant to execution and performance of the Agreement.

(B) The CONTRACTOR shall retain records relative to the Agreement for the duration of the Agreement and for a period of three years following completion and/or termination of the Agreement. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

- 19. Severability.** If any provision of this Agreement shall be found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken for as long as it remains illegal or unenforceable.
- 20. Assignment.** There shall be no assignment of the rights or obligations contained in this Agreement by either party without the prior written consent by the other party, and any such assignment shall be null and void. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than BOARD and CONTRACTOR.
- 21. Compliance with Laws and Regulations.** This Agreement and the rights and obligations of the parties hereunder shall be subject to all applicable laws, orders, court decisions, directives, rules and regulations of any duly constituted governmental body or official having jurisdiction.
- 22. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Oklahoma without reference to conflicts of laws. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising there under shall be in the District Court in and for Oklahoma County, Oklahoma, and, if necessary for exclusive federal questions, the United States District Court for the Western District of Oklahoma.
- 23. Survival.** The provisions of this Agreement with respect to confidentiality, warranties and indemnification shall survive the termination of this Agreement.
- 24. Counterparts; Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument. Facsimile copies of signatures shall be permitted for purposes of the binding nature of this Agreement.
- 25. Time of the Essence.** The parties agree that time is of the essence and performance of the Services under this Agreement shall be developed, completed and implemented according to the Scope of Work. Any delays in performance within the control of CONTRACTOR, its consultants, subcontractors, employees or agents shall not be cause for extending the date for completion of the Services.
- 26. BOARD-Provided Information and Services.** The BOARD shall furnish CONTRACTOR available studies, reports and other data pertinent to CONTRACTOR's services; obtain or authorize CONTRACTOR to obtain or provide additional reports and data as required; furnish to CONTRACTOR services of others required for the performance of CONTRACTOR's services hereunder, and CONTRACTOR shall be entitled to use and rely upon all such information and services provided by BOARD or others in performing CONTRACTOR's services under this Agreement.
- 27. Estimates and Projections.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONTRACTOR has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or

structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONTRACTOR makes no warranty that BOARD's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONTRACTOR's opinions, analyses, projections, or estimates.

28. Third Parties. The services to be performed by CONTRACTOR are intended solely for the benefit of the BOARD. No person or entity not a signatory to this Agreement shall be entitled to rely on CONTRACTOR's performance of its services hereunder, and no right to assert a claim against CONTRACTOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONTRACTOR's services hereunder.

29. Entire Agreement. This Agreement with attachments constitutes the entire agreement between the parties and supersedes all previous written or oral communications, understandings, and agreements between the parties unless specifically stated herein. This Agreement may only be amended by a written agreement signed by both parties. Email and all other electronic (including voice) communications from BOARD in connection with this Agreement are for informational purposes only. No such communication is intended by BOARD to constitute either an electronic record or an electronic signature, or to constitute any agreement by BOARD to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.

In witness whereof, the representatives of each party hereto certifies via execution below that they are duly authorized to commit their organization to this Agreement in its entirety:

OKLAHOMA WATER RESOURCES BOARD CONTRACTOR

By: _____

Name: Jennifer Castillo

Title: Chairman

Date: _____

ATTEST:

Suzanne Landess
Secretary

By: _____

Name: John P. Rehring

Title: Vice President

Date: _____

By: _____

Name: Becky J. Luna

Title: Senior Vice President

Date: _____

**AMENDMENT NO. 3
SCOPE OF WORK**

**Oklahoma Water Resources Board
On Call Professional Engineering Service**

THIS AMENDMENT NO. 3 is made and entered into this ___ day of February, 2025 by and between the Oklahoma Water Resources Board (Board) and Carollo Engineers, Inc. (Contractor).

This Scope of Work describes the work to be performed by Contractor and any subcontractors for the Board pursuant to the mutual promises, covenants and conditions contained in the Professional Services Agreement between the above named parties dated the 1st day of July, 2020, as modified by Amendment No. 1 to Professional Services Agreement dated the 15th day of March, 2022, and Amendment No. 2 to Professional Services Agreement dated the 17th day of October, 2023 in connection with:

Oklahoma Comprehensive Water Plan (“Project”)

PURPOSE

The purpose of this Scope of Work is to define the services to be provided by Contractor in support of the Project.

CONTRACTOR'S SERVICES

The not to exceed payment amount on page 1 of the Professional Services Agreement, as previously amended, is increased by \$633,000 to a new not to exceed amount of \$3,533,000.

The not to exceed amount on page 2 of Attachment A Scope of Work is replaced with the new not to exceed amount of \$3,533,000.

This Scope of Work describes the OCWP as a whole project. Based on the Programmatic Work Plan (PWP) updated February 2025, the OCWP is co-funded by OWRB and the USACE and extends into State Fiscal Year 2026 (see Figure below from the PWP).

| Programmatic Work Plan (February 2025) | Estimated Cost in \$1,000s | SFY 21 | | | | SFY 22 | | | | SFY 23 | | | | SFY 24 | | | | SFY 25 | | | | SFY 26 | | | |
|-------------------------------------------------------------------------------------------------|----------------------------|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|----|----|----|
| | | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| Phase 1: Plan | \$ 335 | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.A. Vision, Goals, and Objectives | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.B. Draft Programmatic Work Plan and Engagement Plan | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.C. Final Programmatic Work Plan | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.D. Project Coordination and Collaboration | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.E. Quality Management | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase 2: Analyze | \$ 1,760 | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.A. Consumptive Water Demand Forecasts | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.B. Water Supply Availability Analyses | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.C. Supply Planning Model, Database, and Interface | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.D. Water Quality Analyses | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase 3: Develop | \$ 2,430 | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.A. Resilience Assessment | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.B. Regional and Basin-Level Water Management Strategies (WMS) and Supplemental Investigations | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.C. Local Projects and Programs (LPPs) | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.D. Focus Basin Identification and Solutions | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.E. Water Management Policies Analyses | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase 4: Rollout | \$ 1,090 | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.A. Reports | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.B. OCWP Dashboard Rollout | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.C. Financial Assistance Needs and Recommendations | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.D. Implementation Plans | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase 5: Engagement | \$ 1,085 | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.A. Engagement - Phase 1 Plan | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.B. Engagement - Phase 2 Analyze | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.C. Engagement - Phase 3 Develop | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.D. Engagement - Phase 4 Rollout | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | \$ 6,700 | | | | | | | | | | | | | | | | | | | | | | | | |

OCWP Schedule and Estimated Cost

The following represents an estimate of the Contractor's work as envisioned at this time. The specific work that the Contractor will perform on the OCWP will be defined by Task Orders issued periodically and in total amount not to exceed the revised not to exceed Contract Amount defined above.

| | | |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Task Order 1 - \$210k | Delineate Goals and objectives Establish Technical Platform Stakeholder Engagement Develop Programmatic Work Plan | Complete |
| Task Order 2 - \$290k | PWP Tasks: <ul style="list-style-type: none"> 2A100 – Data collection and analysis, water demands 2B100 – Data collection and analysis, water supply 2B300 – Physical supply availability analysis, traditional sources 2C100 – Confirm functionality and planning scenarios 2C210 – Update and modernize the Oklahoma H₂O Tool 5A – Engagement Plan and Phase I Engagement with Tribal Nations, Regional Planning Groups, and Water Users | Complete |
| Task Order 3 - \$1.5M | PWP Tasks: <ul style="list-style-type: none"> 2A120 – Water Demand – Gather and Review ODOC and FSA Data 2A210 – Develop demand model and forecast for water use sectors 2A220 – Cross-reference or integrate regional/local developed forecasts, part 1 | Complete |

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| | <ul style="list-style-type: none"> • 2A230 - Water Demand - revise projections using 2020 census and/or 2020 USGS, part 1 • 2A400 – Climate Change Demand Scenario, part 1 • 2A510 – Allocate demands to basins for baseline scenario • 2A520 – Allocate revised demands to basins for baseline scenario • 2A901 – Demand Forecast Report, part 1 • 2B100 – Data collection and analysis, water supply (continue work begun under Task Order 2), part 2 • 2B200 – Characterize Interstate Compact Requirements, part 1 • 2B300 – Physical supply availability analysis, traditional sources (continue work begun under Task Order 2), part 2 • 2B601 – Permit Supply Availability Analysis (“legal” supply), part 1 • 2B901 – Water Supply Availability Report, part 1 • 2C220 – Update and modernize the Oklahoma H₂O Tool (continue work begun under Task Order 2), part 2 • 2C401 – Interactive User Interface / OCWP Web Portal, part 1 • 2C601 – Run Model Supply/Demand Baseline Scenarios to Forecast Shortages in Each Basin, part 1 • 2C901 – Document H₂O Tool Development, part 1 • 2D100 – Water Quality Parameter Selection and Data Collection • 2D101 – Develop Water Quality Workplan • 2D200 – Summary of Surface Water and Groundwater Data/Thresholds, part 1 • 3B100 – Establish categories of Regional and Basin-level water management strategies (WMS) • 3B610.1 – Potential Nonconsumptive Flow Strategies, part 1 • 3B620.1 – Source Water Protection Strategies, part 1 • 3B675.1 – Irrigators Workgroup, part 1 • 3B6B0.1 – Regional Water Planning, part 1 • 3B6C0.1 – Oklahoma Water Reuse Action Plan, part 1 • 3B6D0.1 – Workforce Development, part 1 • 3C230 – Coordinate survey with other OCWP elements, part 1 • 3E101 - Assess Progress in Addressing 2012 OCWP Policy Needs, part 1 • 5B and 5C, part 1 – Engagement Phase 2: Analyze and Phase 3: Develop Engagement with Water Unity Nations, Regional Planning Groups, Agencies, and Water Users • 3P – Project coordination associated with above tasks • 3R – Adapting and Prioritizing PWP Tasks | |
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|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <p>Task Order 4 - \$400k</p> | <p>PWP Tasks:</p> <ul style="list-style-type: none"> • 2A902 - Demand Forecast Report, part 2 • 2B602 - Revise baseline legal supply availability analysis based on feedback from OWRB and regional meetings • 2C301 - Populate PowerBI with Baseline Demand and Supply Scenario Data, part 1 • 2C602 - Run H2O Tool using updated demand/supply numbers developed under 2A231 and 2B301 • 2D202 - Water Quality - Summary of Surface Water and Groundwater Quality Data/Trends • 3B612 - Nonconsumptive Flow Strategies, part 2 • 3B622 - Source Water Protection, part 2 • 3B6C2 - OWRAP, part 2 • 3B6D2 - Workforce Development, part 2 • 3C215 - New LPP Only Survey, part 1 • 5B-5C - Engagement, part 2 • PAS-SUP - Support OWRB on PAS Funded Tasks, part 1 • 4P - Project coordination associated with above tasks • 4R - Adapting and Prioritizing PWP Tasks | <p>Complete</p> |
| <p>Task Order 5 - \$500k</p> | <p>PWP Tasks:</p> <ul style="list-style-type: none"> • 2A903 - Demand Forecast Report, Part 3 • 2B500 Weather Extremes Supply • 2B603 - Revise baseline legal supply availability analysis based on feedback from OWRB and regional meetings, part 2 • 2C302 - Populate PowerBI with Baseline Demand and Supply Scenario Data, Part 2 • 2C603 - Run H2O Tool using updated baseline demand/supply numbers, part 3 • 3B301 Assess Effectiveness for Applicable WMS Categories for Basins • 3B623 - Source Water Protection, Part 3 • 3B6D3 - Workforce Development, Part 3 • 3C216 - New LPP Only Survey, Part 2 • 3E201 - Synthesize Potential Policy Priorities, part 1 • 4B100 - Dashboard - Identify, Refine, and Add Functionality • 5B-5C - Engagement, Part 3 • 5P - Project coordination associated with above tasks • PAS-Sup - Support OWRB on PAS Funded Tasks, Part 2 | <p>Ongoing</p> |
| <p>Task Order 6 - \$633k (anticipated)</p> | <p>Anticipated PWP Tasks (partial or full as defined in Task Order 6):</p> <ul style="list-style-type: none"> • 2B300 - Baseline Physical Water Supply Report | <p>February 2025 – July 2025</p> |

| | | |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | <ul style="list-style-type: none"> • 2B501 Weather Extremes Supply, part 2 • 2B604 - Revise baseline legal supply availability analysis based final values from OWRB, part 3 • 2C902 - Document H2O Tool refinement, database, etc. for Baseline Scenario, part 2 • 2D300 - Continue supporting OWRB through Water Quality dashboard and documentation, part 1 • 3B390 Document Water Management Strategy effectiveness evaluation • 3B613 - Nonconsumptive Flow Strategies, part 3 • 3B624 - Source Water Protection, Part 4 • 3B6D4 - Workforce Development, Part 4 • 3C217 - New LPP Only Survey, Part 3 • 3C350 - Extrapolate infrastructure needs across the state for up to 2 planning years, part 1 • 3E202 - Synthesize Potential Policy Priorities, part 2 • 4A100 - 2025 OCWP Rollout - documents, implementation plans, etc., part 1 • 4B102 - Dashboard - Identify, Refine, and Add Functionality, part 2 • 5B-5C-5D - Engagement, Part 4 • 6P - Project coordination associated with above tasks • PAS-Sup - Support OWRB on PAS Funded Tasks, Part 3 | |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

NOTE: Remainder of OCWP PWP Tasks will be completed contingent on potential future amendments and/or PAS funding if/as it becomes available.

AGENDA ITEM 3D(6)

AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT

WITH: Lynker Technologies

PURPOSE: To extend the term of OWRB's Upper Washita River
CRAM model and run scenarios agreement

AMOUNT: No cost

TERM: Through February 28, 2026

Exhibit A:

Submitted By:
Lynker Corporation
Solveig Neilson, Director of
Contracts
5445 Conestoga Court, Suite 100
Boulder, Colorado 80301

Submitted To:
Oklahoma Water
Resources Board
3800 N Classen
Blvd
Oklahoma City, OK
73118

Attention:
Chris Neel
chris.neel@owrb



lynker.ok.gov

Washita River SWAM Status Quo and Adaptation Strategies Extension

Certifications

| CMMI-Dev Level 3 | ISO 9001:2015 | ISO 27001 | ISO 20000



Scope of Work to Revise the Upper Washita River System Model

This is a revision to the original scope of work to extend the contract deadlines without increasing the budget for the project. Tasks that have been completed in this document have been marked as such and their budget items removed from the remaining total budget for the project.

The Oklahoma Water Resources Board (OWRB) requests that Lynker Corporation (Lynker) make modifications and run modeling scenarios, in support of the Washita Basin Study, using the Upper Washita River System Model (“the model”) developed by the OWRB within the CRAM modeling system (<https://cram.readthedocs.io/en/latest/>), referred to as the Surface Water Allocation Model (SWAM) by the OWRB.

The OWRB developed the Washita Basin model to support their basin planning activities and requests updates to the period of record and model parameters to run new model scenarios to support analyses in the basin. This scope of work outlines the work to be completed as a part of the Upper Washita River System Model project. The work is to be completed in coordination with the OWRB and the U.S. Bureau of Reclamation (USBR) who are coordinating on planning studies within the watershed.

Revised Schedule

The project work is to be completed within two years to align with the project funding schedule, such that all modeling is completed by February 2026. The project was started in January 2024. The project work will continue with model validation and calibration (Task 2) before starting model scenarios (Tasks 3 and 4). Tasks 5 and 6 include time for technical support and meetings throughout the duration of the project.

While most of the project work is expected to be completed by December 2025, the project schedule has been extended through February 2026 to allow for additional accommodations between the Lynker, the OWRB, and the USBR. The project schedule is provided below in Figure 1.

| Project Tasks | Feb-25 | Mar-25 | Apr-25 | May-25 | Jun-25 | Jul-25 | Aug-25 | Sep-25 | Oct-25 | Nov-25 | Dec-25 | Jan-26 | Feb-26 |
|------------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Task 1: Model Modifications COMPLETED | | | | | | | | | | | | | |
| Task 2: Model Validation and Calibration | | | | | | | | | | | | | |
| Task 3: Status Quo Scenarios | | | | | | | | | | d | f | | |
| Task 4: Adaptation Strategies | | | | | | | | | | | | | |
| Task 5: Technical Support | | | | | | | | | | | | | |
| Task 6: Meetings & Administration | m | m | m | m | m | m | m | m | m | m | m | | |

| Meetings: |
|--------------------------------|
| Kickoff meeting (k) |
| Monthly meetings (m) |
| |
| Deliverables: |
| Draft technical memorandum (d) |
| Final technical memorandum (f) |

Figure 1: Project Schedule

Project Budget Remaining and Status

The remaining budget to complete the project is \$89,905 which reflects Task 1 being completed and paid. The original budget is provided by project subtask in Figure 2 below.

| Cost Summary by Task | Totals | Status |
|------------------------------------------|---------------------|----------------------|
| Task 1: Model Modifications | \$ 12,415.00 | Completed - Invoiced |
| Task 2: Model Validation and Calibration | \$ 30,260.00 | In progress |
| Task 3: Status Quo Scenarios | \$ 16,660.00 | Not started |
| Task 4: Adaptation Strategies | \$ 25,220.00 | Not started |
| Task 5: Technical Support | \$ 7,400.00 | Not started |
| Task 6: Meetings & Administration | \$ 7,365.00 | Not started |
| Total | \$ 99,320.00 | |

Figure 2: Remaining Project Budget

3. SUMMARY DISPOSITION AGENDA ITEMS

WATER RIGHTS ADMINISTRATION DIVISION

February 18, 2025

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Regular Permits to Use Groundwater

February 18, 2025

| APP. NO. & DATE FILED | NAME OF APPLICANT | NUMBER OF WELLS | COUNTY & BASIN | LAND DEDICATED | PURPOSE & AMOUNT RECOMMENDED |
|------------------------------------------|---------------------------------------------------------|----------------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| 2023-535 3/17/2023 | Russell Isaacs and Alice Isaacs | 5 | Beaver County, Ogallala Panhandle | 1,742 acres Section 36, T6N, R20ECM, Section 27, 6, 7, 3, 26, 23, T5N, Section 35, T6N, R21ECM | Irrigation 3,484 a.f. |
| 2023-669 11/9/2023 | Shelly Ervin | 1 | Cleveland County, Garber Wellington | 9.94 acres Section 1, T12N, R19WIM | Agriculture 1 a.f. |
| 2024-516 2/1/2024 | Roy Henry and Angela Kay Heinrich Family Trust | 8 | Canadian County, North Canadian River Alluvium and Terrace Phase II | 104 acres Section 5, T12N, R6WIM | Irrigation 104 a.f. |
| 2024-645 9/30/2024 | Ronnie Martin and Deena Martin | 6 | Beckham County, North Fork of the Red River | 200 acres Section 28, 33, T10N, R25WIM | Irrigation 200 a.f. |

3.J.

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Term/Seasonal Permits to Use Stream Water

February 18, 2025

| APP. NO. & DATE FILED | NAME OF APPLICANT | POINTS OF DIVERSION | COUNTY & STREAM SYSTEM | PURPOSE & AMOUNT RECOMMENDED |
|------------------------------------------|------------------------------|------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------|
| 2022-028 11/21/2022 | Freedom Rock Ranch, LLC | Two points of diversions on Buck Lake in Section 30, T2N, R13EIM | Atoka County SS 1-4-1 | Mining 260 a.f. |

**WATER RIGHTS ADMINISTRATION DIVISION
Well Driller and Pump Installer Licensing**

February 18, 2025

| DPC NUMBER | NAME OF FIRM | CERTIFIED ACTIVITIES | OPERATORS |
|-------------------------------------------------------------------------------------|----------------------------------------|-----------------------------|------------------------------|
| New Licenses, Accompanying Operator Certificates and Activities: | | | |
| DPC-1121 | Aqua Flow LLC | Pump Installation | Ryan McMillan OP-2570 |
| DPC-1123 | Tim Riddlespurger | Cathodic Protection only | Tim Riddlespurger OP-2571 |
| DPC-1125 | Candor Pump OK Inc | Pump Installation | Clayton Whaley OP-2575 |
| New Operators, License Name Change, and/or Activities for Existing Licenses: | | | |
| DPC-0363 | Associated Environmental Industries | Monitoring Wells | Corey Walden OP-2572 |
| DPC-0967 | Authentic Drilling LLC | Monitoring Wells | Nicholas Klotz OP-2573 |
| DPC-0760 | Handy Randys Pump Service | Pump Installation | Elijah Adams OP-2574 |

**WATER RIGHTS ADMINISTRATION DIVISION
Proposed Default Order**

February 18, 2025

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

| | | |
|-------------------------------------|---|---------------------------|
| In the Matter of the Application of |) | |
| Ber Thao for a |) | Application No. 2023-0658 |
| Temporary Groundwater Permit. |) | |

PROPOSED
DEFAULT ORDER

ON THE 22nd day of January, 2025, at approximately 9:35 a.m., the above numbered and entitled cause scheduled for 9:30 A.M. came on for hearing in the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma. This matter arises out of the Application No. 2023-0658 (“Application”) filed by Ber Thao (“Applicant”). The Application seeks a temporary groundwater permit authorizing the use of 19.2 acre-feet of groundwater per year for agricultural medical marijuana grow purposes in Delaware County, Oklahoma.

The Applicant, Ber Thao, and his son, Richie Thao, appeared at the time scheduled for the hearing on January 22, 2025. The hearing was continued from the original date of November 11, 2024, at the request of Protestant Madelyn Goodwin. Testimony from Mr. Ber Thao was taken, and the following Oklahoma Water Resources Board Exhibits were admitted into the record: 1: Application; 2: Ownership and License Documents; 3. Notice of Application; 4. Affidavit of Publication; 5: Notice of Application; 6: Protest Letters (2) of Madelyn Goodwin; 7: OWRB Notice of Hearing for December 11, 2024 hearing; 8: Order Continuing Hearing to January 22, 2025; 9: Notice of Hearing for Hearing on January 22, 2025; and 10: Attendance Sheet.

The Applicant and Protestant have been afforded due process of law and an adequate opportunity to be heard. The Protestant Madelyn Goodwin (“Protestant”) has defaulted and abandoned any interests by failing to appear at the hearing according to Oklahoma Administrative Code (“OAC”) 785:4-7-3(c). It is noted that Protestant called approximately one week prior to the continued hearing date of January 22, 2025, and informed Oklahoma Water Resources Board Legal Division staff that she had only recently viewed her notice that was mailed by certified mail on or about November 18, 2024 and communicated she had doctor appointment and was not planning to appear. A green card received by the undersigned offices shows it was signed as received on January 15, 2025. No additional continuance was granted, and the hearing was held as it is determined no good cause was shown for by the Protestant for nonappearance. However, the protest letters submitted by Protestant are kept as a part of the application record, and in conformity with OAC 785: 4-5-4 (e).

If a respondent party fails to appear without good cause shown, the allegations set forth in the Board's notice and supplemental statement thereto, if any, shall be deemed confessed, and the Hearing Examiner may recommend a default order based thereon to the Board without further notice to such defaulting respondent. OAC 785:4-7-3(d). All applicable legal issues including those set forth in the Notices of Hearing and are deemed to have been met by the Applicants for Application No. 2023-0658.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Application No. 2023-0658 is approved.

IT IS SO ORDERED by the Oklahoma Water Resource Board in regular and open meeting this _____ day of _____, 2025.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

**WATER RIGHTS ADMINISTRATION DIVISION
Proposed Summary Judgement**

February 18, 2025

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

In the Matter of the Application of)
Miroslav Kadiyski for a Temporary) Application No. 2023-0603
Groundwater Permit.)

PROPOSED ORDER FOR SUMMARY JUDGMENT

On or about January 21st, 2025, the Hearing Examiner received withdrawals of Protest letters from the only Protestants on file, Gary Crawford, Alva and Michelle Martin. This matter arises out of the Application No. 2023-0603 (“Application”) filed by Miroslav Kadiyski (“Applicant”). The Application seeks a Limited Quantity Groundwater permit and well-spacing exception authorizing the use of 2 acre-feet of groundwater per year for the watering of agricultural medical marijuana.

The withdrawals have made the scheduled hearing moot, and the hearing that was scheduled for January 24, 2025 has been stricken. All applicable legal issues including those set forth in the original Notice of Hearing are deemed to have been met by the Applicants for Application No. 2023-0603.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Application No. 2023-0603 is approved.

IT IS SO ORDERED by the Oklahoma Water Resource Board in regular and open meeting this ____ day of _____, 2025.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

CERTIFICATE OF MAILING

The undersigned hereby certifies that copies of the foregoing Proposed Order for Summary Judgment was mailed to the following parties on the _____ day of January, 2025:

Mariya Kadiyski
66903 E. 330 Rd.
Jay, OK 74346

OKLAHOMA WATER RESOURCES BOARD

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA**

| | | |
|-------------------------------|---|----------------------|
| IN THE MATTER of |) | |
| Parthenia Lake Dam in |) | |
| Section 08, Township 18 North |) | NOV No.: DS-2024-001 |
| Range 12 E.I.M, Creek County, |) | NID: OK00563 |
| RESPONDENT |) | |

PROPOSED DEFAULT ORDER

ON THE 27th of January, 2025, the above numbered and entitled cause came on for hearing in the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma, before the undersigned Hearing Examiner. The State of Oklahoma, ex rel. Oklahoma Water Resources Board (“OWRB”), was represented by the attorney from the OWRB Office of General Counsel. Respondent failed to appear after receiving good notice pursuant to the requirements of Article II of the Administrative Procedures Act (the “APA”), 75 O.S. §§ 308a-323 and 12 O.S. § 2004(2). Respondent was noticed of this opportunity for hearing by being mailed the Notice of Violation, Assessment of Administrative Penalty, and Hearing, hereinafter “NOV” (attached as Exhibit A) by certified mail. By their failure to appear, Respondent is in Default and pursuant 75 O.S. §§ 250 et seq. this Order may be entered without further notice to Respondent.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. The proceedings in this matter were conducted in accordance with the provisions of 82 O.S. §§ 1020.1 et seq., the APA, 75 O.S. §§ 250 et seq., and the rules of the OWRB OAC Title 785, and allegations in the attached NOV are deemed confessed and the Respondent in default. The Findings of Fact and Conclusions of Law therein are fully incorporated and restated herein.
2. The Respondent must complete the Required Actions by July 1, 2025, or else be subject to additional penalties, as stated in paragraph 4, without further notice or opportunity for hearing.
3. The Respondent has paid the required Administrative Penalty of \$1,000 by or on January 17, 2025.
4. If Respondent fails to complete the Required Actions and/or Pay the Required Administrative Penalty by July 1, 2025, they will be required to pay an additional administrative penalty of \$500.00 per day, calculated from the date of this Order.

IT IS SO ORDERED by the Oklahoma Water Resources Board in regular and open meeting this day of _____, 2025.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

NID ID: OK00563
NOV NO. DS-2024-001

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA**

IN THE MATTER of)
Parthenia Lake Dam in)
Section 08, Township 18 North,)
Range 12 East of the Indian Meridian,)
Creek County, Oklahoma)

NID ID: OK00563

**NOTICE OF VIOLATION, ASSESSMENT OF ADMINISTRATIVE PENALTY,
AND SETTING FOR MATTER FOR HEARING**

To: Mr. Jacob McIntosh
Executive Director
Camp Loughridge
4900 West Oak Leaf Drive
Tulsa, Oklahoma 74131

From: Oklahoma Water Resources Board
3800 N. Classen Blvd.
Oklahoma City, Oklahoma 73118
(405) 530-8800

PLEASE BE ADVISED AND ON NOTICE that alleged violations of the rules of the Oklahoma Water Resources Board (Board) relating to dam responsibility, classification, and design standards for construction or alteration of a dam have been asserted against the Respondent named above and **this matter is set for a hearing at the Oklahoma Water Resources Board on the 27th day of January 2025, at 9:30 in the morning.**

I. SUMMARY:

Board staff is asserting that you, as an owner of Parthenia Lake Dam, violated Board rules and the Oklahoma Dam Safety Act relating to prohibited construction within fifty (50) feet of a dam; review of applications and approval of plans and specifications to alter any dam under the Board's jurisdiction; and post-approval inspection and supervision. Board staff instructs you to perform the following actions and pay an administrative penalty or request a hearing on the matter by January 27, 2025:

- A. File with the Board a notice of completion for emergency repairs including certain maps, drawings, plans, reports, and analysis regarding the construction of the specified dam. Provide evidence that the prohibited construction is not affecting the integrity of the dam or spillway structure, or that further proposed modifications will correct existing dam safety deficiencies;
- B. Monitor seepage downstream of the concrete emergency spillway and file a report on the results of the monitoring with the Board;
- C. File with the Board an updated plan of action for remediation of the additional deficiencies at and around the concrete emergency spillway structure; and,

D. Pay administrative fine(s) as requested.

II. STATEMENT OF LEGAL AUTHORITY AND BOARD JURISDICTION:

Oklahoma dams with appurtenant works which meet the criteria of 82 O.S. § 110.4 are subject to the provisions the Oklahoma Dam Safety Act (“Act”) and rules promulgated by the Board necessary to carry out the provisions of the Act, including but not limited to the power to supervise and oversee construction of new dams and modifications of existing dams, to inspect existing dams and dams under construction, and to require maintenance, repairs, and modifications of existing dams as necessary, including compliance schedules, so that minimum standards can be met. 82 O.S. § 110.5. See also Oklahoma Administrative Code (“OAC”) 785:25-3-1. “Oversight of the maintenance and operation of constructed dams and reservoirs insofar as necessary to safeguard life and property from injury by reason of the failure thereof is vested in the Board.” OAC 785:25-9-1(a). More specifically, the Board is authorized to implement the following statutes and regulations:

- A. Owner(s) of dams shall have the responsibility to provide for the safety of such works by making any necessary changes to put the works in a safe condition. OAC 785:25-3-2(a). “Owner” is defined as any person who, jointly or severally, owns, controls, maintains, manages, or proposes to construct a dam or reservoir, and includes those shown by records of the county registrar to have some interest, fee, easement, or otherwise, in the land on which the dam and lake lie and may also include those persons who may derive a direct pecuniary benefit from the existence of the lake. OAC 785:25-1-2.
- B. “Any person who shall desire to construct, enlarge, alter, remove or repair any dam under the Board’s jurisdiction shall submit an application upon printed forms which will be furnished by the Board upon request.” OAC 785:25-5-1.
- C. According to the Oklahoma Administrative Code 785:25-3-9, “no construction or excavation other than necessary for the operation, maintenance, investigation and monitoring of the dam and reservoir, shall be allowed on a dam or spillway structure or within fifty (50) feet from the line where such dam or spillway structure meets the natural grade unless otherwise ordered by the Board after a showing by substantial, competent evidence that the proposed construction will not affect the integrity of the dam or spillway structure.”
- D. According to the Oklahoma Administrative Code 785:25-9-3, “When an owner fails, neglects or refuses to comply with the Oklahoma Dam Safety Act, rules of this chapter, or orders of the ... Board, and there is no imminent peril to the public health or welfare shown the Board may, after notice and opportunity for hearing; issue an order requiring such owner to take whatever action the Board deems necessary to place the dam in a safe condition, meet the requirements of the Oklahoma Dam Safety Act, rules of the Board, or the previous orders of the Board [82:110.10].”
- E. The Board may impose administrative penalties against owners of dams who fail, refuse or neglect to comply with the provisions of the Oklahoma Dam Safety Act,

rules of the Board promulgated pursuant to the Oklahoma Dam Safety Act, and orders of the Board. Such administrative penalties shall be imposed only after notice and opportunity for hearing on the proposed imposition of such penalties. The penalties shall not exceed Five Hundred Dollars (\$500.00) per day for each violation. 82 O.S. §110.10 and OAC 785:25-11-1.

III. REFERENCE TO PARTICULAR SECTIONS OF STATUTES AND RULES INVOLVED:

Statutes: 82 O.S. §§ 110.1 et seq.; and
75 O.S. §§ 309, 310, 311, 312, 313, 314, 315 and 316.
Rules: Oklahoma Administrative Code (“OAC”) Title 785, Chapter 4 (Rules of Practice and Hearings), Subchapters 1, 3, 5, 7 and 9; and
Chapter 25 (Dams and Reservoirs), Subchapters 3, 5, 7, 9, and 11.

IV. STATEMENT OF THE MATTERS ASSERTED

A. DAM CLASSIFICATION:

Parthenia Lake dam, included in the National Inventory of Dams (“NID”) as No. OK00563, is an earthen dam approximately 28 feet in height and impounds a maximum of 128 acre-feet of water. Parthenia Lake dam is classified as high hazard potential because if the dam were to fail, the failure would result in probable loss of human life. OAC 785:25-3-3(a)(2)(C) and OAC 785:25-3-3(b)(3).

B. FINDINGS OF FACT:

- 1) On February 15, 2023, Board Chief of the Engineering and Planning Division, Yohanes Sugeng, notified Kyle Rahnenfuehrer, property manager of Camp Loughridge, via letter that upon review of the November 9, 2022, inspection report, the Board considers the dam to be in poor condition.
- 2) On February 1, 2023, the Board notified the inspection engineer, Sean Wheeler, P.E., of Cherry Pi Engineering, LLC, via email that the spillway repairs discussed during a phone call earlier that day would necessitate submitting an application with required fee for the Board’s review.
- 3) On March 30, 2023, the Board received a plan of action for repairing the dam from the inspecting engineer, Sean Wheeler, P.E.
- 4) On August 23, 2024, the Board received a phone call from the inspecting engineer, Sean Wheeler, P.E., informing the Board that the dam owner had performed unauthorized construction on the concrete emergency spillway, and that an immediate emergency repair was required. The Board informed the engineer to complete the emergency repair in accordance with OAC 785:25-9-8.

- 5) On August 28, 2024, the Board requested an update of the repair from the engineer via email.
- 6) On August 29, 2024, the Board received a phone call from Sean Wheeler, P.E., stating that emergency repairs were made to the concrete emergency spillway. The engineer expressed concern regarding the owners' previous actions.
- 7) On August 30, 2024, Board Staff, Yohanes Sugeng, P.E., Natalie Orbesen, P.E., and Luis Peralta conducted a visual site inspection of the Parthenia Lake dam emergency spillway. During the inspection Board staff observed a cutoff wall that was poured at the entrance of the concrete emergency spillway. Also observed was severe erosion at the left spillway abutment, large voids, and undercutting of the spillway apron.

C. PROHIBITED CONSTRUCTION:

- 1) The Board has no record of any applications received for the alterations made to the emergency spillway. For that reason, Camp Loughridge is noted to have completed construction within fifty (50) feet of the dam without a permit from the Board. Cutting into the concrete spillway and installing a cutoff wall is a major repair/modification and requires a dam construction permit to be approved by the Board prior to beginning construction.

D. ALLEGED VIOLATIONS:

- 1) Parthenia Lake dam is in violation of the Oklahoma Dam Safety Act and OAC 785:25-5-1 which determines the owners' responsibility to file an application and fee prior to completing the construction, enlargement, alteration, removal or repair of any dam under the Board's jurisdiction; and OAC 785:25-3-2(a)(1) and (2), which determines the owners' responsibility to provide for dam safety by making any necessary changes to put the dam in a safe condition. Such responsibility includes but is not necessarily limited to **the filing of an application** to construct, enlarge, alter, or repair the dam pursuant to Subchapter 5; the modification of the dam to meet applicable minimum requirements in this Subchapter; and the adequate maintenance, operation, and inspection of an existing dam." (Emphasis supplied.) Construction other than that necessary for the operation, maintenance, investigation, and monitoring of the dam is prohibited.
 - i. **Application and Approval:** Owners who wish to construct, enlarge, alter, remove, or repair any dam under the Board's jurisdiction shall apply upon printed forms furnished by the Board upon request. Maps, plans, drawings, and specifications of the proposed work along with the required fee must be a part of the application. OAC 785:25-5-1.
 - ii. **Plans to be Prepared by Registered Professional Engineer:** Plans and specifications shall be prepared by a Registered Professional

Engineer (59 O.S. §§475.1 and 475.15) who shall have training and/or experience concerning the analysis, design, and/or construction of dams and reservoirs, or by an engineer of any United States governmental agency acting in his official capacity (82 O.S. §105.27). However, if it is found that a project does not concern or involve the public welfare or the safeguarding of life, health or property, this requirement may be waived by the Board.

- iii. **Notice of Completion or Alteration; and Filing of Descriptive Matter:** Owners are required to give notice of completion of a new dam or alteration of an existing dam. An owner of a dam constructed without prior approval of the Board shall remove the dam or apply for a variance or waiver.

V. REQUIRED ACTIONS

1. Board staff requires that Camp Loughridge of Parthenia Lake dam submit notice of completion with as-built drawings for the modification completed at the emergency spillway, in accordance with OAC 785:25-7-6.
2. Board staff requires that Camp Loughridge of Parthenia Lake dam show by substantial, competent evidence that the prohibited construction is not affecting the integrity of the dam or spillway structure.
3. Board staff requires that Camp Loughridge of Parthenia Lake dam monitors the seepage downstream of the spillway weekly until June 30, 2025, and file a report on results of the monitoring with the Board.
4. Board staff requires that Camp Loughridge of Parthenia Lake dam submit an updated plan of action in a table/timeline format for the repair of the remaining deficiencies at and around the concrete emergency spillway. This table should include deficiencies, planned remediation for that deficiency, and expected date for that remediation.

VI. PENALTY IMPOSED BY THE BOARD

1. The Board hereby imposes an administrative penalty in the amount of One Thousand Dollars (\$1000.00) as authorized by 82 O.S. § 110.10(C) for failing to file an application with supporting documents as required by OAC 785:25-3-6(f):
 - a. Failing to file an application with supporting documents as required by OAC 785:25-5-1; and
2. **Camp Loughridge must complete the required actions in Section V; and pay the One Thousand Dollars (\$1,000) penalty by January 27, 2025** to avoid further enforcement action which may include administrative penalties of up to Five Hundred Dollars (\$500.00) per day per violation and enforcement action in district court as provided by 82 O.S. § 110.10. Payment of penalty assessed herein


does not prohibit the Board from taking enforcement action for continuing and/or separate violations.

VII. THIS MATTER SET FOR HEARING

THIS MATTER IS SET FOR HEARING ON THE 27th DAY OF JANUARY 2025, at OWRB BOARDROOM, 3800 N. Classen Blvd., Oklahoma City, OK 73118 at 9:30 in the morning. At that hearing, Board staff will produce evidence and legal argument to establish the violations alleged and show justification for any remedies it may propose in accordance with the penalty provisions of 82 O.S. § 110.10 and OAC 785:25-11-1. You will have an opportunity to show compliance with the Oklahoma Dam Safety Act and Board rules and the violations alleged in Section IV. After the hearing concludes, the Hearing Examiner will evaluate the case and prepare a “Proposed Order” for consideration and action by the Board at a later time. The final decision and issuance of the final Order will ultimately be made by the Board. If you fail to appear at the date and time identified above, you will be deemed to have abandoned your right to dispute the allegations set forth herein and an Order of Default may be presented to the Board for approval in your absence.

If you have any questions concerning this Notice of Violation and Assessment of Administrative Penalty or the matters asserted herein, please contact Dam Safety Program Lead, Natalie Orbesen, P.E. at (405) 530-8800.

DATED this 2nd day of December.


Julie Cunningham, Executive Director