

## **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.**

**May 20, 2025, Regular Meeting Draft Official Minutes  
For consideration at the June 17, 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 May 20, 2025, at 9:30 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 May 16, 2025, at 11:00 a.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  
Jarred Campbell  
Jennifer Castillo  
Matt Muller  
Bob Latham

### Board Members Absent

Tom Gorman  
Darren Cook

### 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

Richard Stull  
John Rehring  
Mary Stallings  
Bryan Knoeker  
Deborah Akerman  
Christie Hillsberry  
Mike Wooton  
Randy McDaniel  
Bodie Bachelor  
Andrew Fleet

B. Discussion, Amendments and Vote to Approve Official Minutes of April 15, 2025, Regular meeting. Madam Chair Castillo inquired if all members reviewed the minutes of the April 15, 2025, meeting and if no questions, or changes, requested a motion to approve. No comments or amendments; Mr. Justice 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: Latham

ABSENT: Cook, Gorman

**C. Executive Director's Report:**

Director Cunningham wanted to announce that Ms. Castillo and Mr. Muller have termed out of their board positions. Director Cunningham congratulated them as well as presented them with a letter of commendation from the Governor's office. She also announced the two new board members who will begin their term in June with full Senate confirmation, and they are Ms. Heather McCall and Mr. Bandy Silk.

The state drought bulletin reflects this is the third wettest on record at 8.63 inches; central Oklahoma was second wettest on record at 10.5 inches. Panhandle is predicted to be in a persistent drought and the remainder of the state to be drought free.

Director Cunningham and our Legal Counsel Sara Gibson attended the Wester States Water Council meeting in Nebraska. Their chair is retiring after several years of service and Director Cunningham will be transitioning into the chair role of the organization.

We attended multiple legislative events and worked with several legislators on bills affecting the Water Board. The Joint Committee on Pandemic Relief met this month and awarded \$6.6 Million in additional ARPA funding and the Water Board will be administering these funds out. We send out a call for projects and determine eligibility.

We held Water Day at the Capitol and got a chance to meet with legislators and different partners from across the state.

The Maximum Annual Committee met for preliminary discussions to discuss the process and expectations of the Maximum Annual Yield projects.

Our Legislative Liaison Robby Short gave an update on legislative affairs involving the Water Board. Topics included budget bills, our REAP bill made it to the Governor's desk. The only bill we have left is the "measuring bill." On the Federal level the budget bill made it through the first committee meeting and includes cuts to USGS, NOAA, and EPA among others.

We are encouraged by all the discussions about groundwater, usage and retention of water.

**\*\*A presentation was made on the Comprehensive Water Plan for 2025. John Rehring from Carollo, presented the information to the board. A copy of the PowerPoint is available by request\*\***

## **D. Financial Update**

Mr. Jay Foote, Chief Administrative Services Division, presents the budget report for the period ending April 2025. Mr. Foote reports the agency has spent 59 % of its appropriated budget leaving 41 %; spent 52% of its revolving budget, leaving 48%; has spent 31% of its federal budget, leaving 69%. Overall, the total budget remains is 48% with 52% of the year remaining.

## **2. FINANCIAL ASSISTANCE DIVISION**

- A. Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for the Chelsea Economic Development Authority, Rogers County, Oklahoma. Recommended for Approval.

This is a \$2,000.00 loan lasting 20 years with a lien on the water, sewer, and sanitation systems along with a 3-cent sales tax. The city of Chelsea will utilize the funds to construct a new solids contact clarifier to correct an enforcement issue within the water plant.

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

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

NAY: None

ABSTAIN:

ABSENT: Cook, Gorman

## **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.

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

1. Emergency Grant Applications:  
None

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>
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COEDD					
a.	FAP-25-0006-R	City of Konawa	Seminole	\$	99,999.00
COEDD					
b.	FAP-25-0011-R	Westport Utilities Authority Trust	Pawnee	\$	99,999.00
GGEDA					
c.	FAP-25-0023-R	Rural Water District No. 12, Delaware County	Delaware	\$	109,360.00
KEDDO					
d.	FAP-25-0063-R	Haileyville Public Works Authority	Pittsburg	\$	99,999.00
NODA					
e.	FAP-25-007-R	Pond Creek Public Works Authority	Grant	\$	99,999.00
OEDA					
f.	FAP-25-0039-R	Town of Waynoka	Woods	\$	99,999.00
SODA					
g.	FAP-25-0044-R	Lehigh Development Authority	Coal	\$	99,999.00
SODA					
h.	FAP-25-0017-R	Town of Stratford	Garvin	\$	99,999.00

3. CWSRF Principal Forgiveness Loan Applications:  
None.

4. DWSRF Principal Forgiveness Loan Applications:  
None.

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-25-0001-DTG	The Miami Special Utilities Authority	Ottawa	\$ 3,400,000.00
b.	ARP-25-0003-DTG	Seneca-Cayuga Nation	Delaware	\$ 6,631,925.00

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

1. Memorandum Agreement with USGS and Arkansas-Oklahoma Arkansas River Compact Commission for water monitoring and data collection.
2. Memorandum Agreement with USGS and City of Enid for water monitoring and data collection

3. Memorandum Agreement with USGS and the City of Lawton for water monitoring and data collection.
4. Memorandum Agreement with USGS and the City of Moore for water monitoring and data collection.
5. Memorandum Agreement with USGS and the City of Norman for water monitoring and data collection.
6. Memorandum Agreement with USGS and the Central Oklahoma Master Conservancy District for water monitoring and data collection.
7. Memorandum Agreement with USGS and CP Kelco for water monitoring and data collection.
8. Memorandum Agreement with USGS and Fort Cobb Master Conservancy District for water monitoring and data collection.
9. Memorandum Agreement with USGS and Grand River Dam Authority for water monitoring and data collection.
10. Memorandum Agreement with USGS and Hardage Site Remedy Corp. for water monitoring and data collection.
11. Memorandum Agreement with USGS and Lugert-Altus Irrigation District for water monitoring and data collection.
12. Memorandum Agreement with USGS and Oklahoma Gas and Electric Company for water monitoring and data collection.
13. Memorandum Agreement with USGS and Oklahoma Dept. of Wildlife Conservation for water monitoring and data collection.
14. Memorandum Agreement with USGS and Poteau Valley Improvement Authority for water monitoring and data collection.
15. Memorandum Agreement with USGS and Applied Energy Services, Shady Point, Inc. for water monitoring and data collection.
16. Agreement between OWRB and the Oklahoma Ground Water Association for continuing education services for Well Drillers and Pump Installers.
17. Professional Services Engagement Letter with Arledge & Associates, P.C. to provide auditing services related to the Board's financial assistance programs for the Oklahoma Clean Water State Revolving Fund Loan Account Program financial statements and Uniform Guidance Single Audit.
18. Professional Services Engagement Letter with Arledge & Associates, P.C. to provide auditing services related to the Board's financial assistance programs for CWSRF and DWSRF Loan Administrative Funds Audits
19. Professional Services Engagement Letter with Arledge & Associates, P.C. to provide auditing services related to the Board's financial assistance programs for FAP Administration Fund Audit.
20. Professional Services Engagement Letter with Arledge & Associates, P.C. to provide auditing services related to the Board's financial assistance programs for Revenue Bond Issues Audit.
21. Professional Services Engagement Letter with Crawford & Associates, P.C. to provide account services related to the Board's financial assistance programs.

22. Agreement with Arbitrage Compliance Specialist, Inc. for arbitrage services in connection with the issuance of the state government entity obligations and indebtedness for OWRB loan programs.
23. Addendum to Issuer User Agreement between OWRB and BondLink, Inc. for investor support services for OWRB bond issuances.
24. Joint funding agreement with the USGS for continued operation and maintenance of the Monitoring Program.
25. Interagency agreement between the OWRB and ORWA to price workshops for study and instructions of rural water district and nonprofit rural water corporation board members in areas of finance.

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

1. Lee Horizon, LLC, Cherokee County, 2023-691
2. Johnny Shaw and Merlene Shaw, Roger Mills County, 2024-502
3. Howard Jon Bartel and Cynthia K. Bartel, Custer County, 2024-547
4. Miller Family Revocable Trust, Custer County, 2024-617
5. Pau Taithul and Lun Lam Cing, Delaware County, 2024-641
6. S & D Land, LLC, Jackson County, 2024-674
7. Charles A. Kodesh and Connie L. Kodesh, Kay County, 2024-677

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

1. John and Monica Enszt, Caddo County, 1982-727B
2. Bryan and Lavonne Kroeker, Major County, 2008-523
3. Leon Watson Langford and Melissa Lynn Langford, Major County, 2023-515
4. Alvin Wayne and Rita L. Hawkins, Washita County, 2024-596

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

1. Ronald E. Walton and Nancy L. Walton, Trustees of the RNW Trust, Ellis County, 2024-602
2. Ronald Edwin Walton, Ellis County, 2024-603
3. Teddy Miller and Terry Miller Revocable Trust, Ellis County, 2024-654
4. J. G. Dowler and Barbara Dowler Revocable Trust, Ellis County, 2025-504
5. Murray County Rural Water District No. 1, Pontotoc County, 2025-512

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

1. Richard Hugh Dorman II and Christopher Alan Dorman, Beaver County, 1974-423
2. James E. and Sherri A. Orgain, Roger Mills County, 1981-742B
3. Seaboard Foods, LLC, Texas County, 1994-657A
4. Seaboard Foods, LLC, Texas County, 1995-546A
5. Seaboard Foods, LLC, Texas County, 1995-569A
6. Jeff and Jeri Slatten, Beaver County, 1996-586A

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

1. Russell D. Calvert and Darla S. Calvert, Roger Mills County, 1968-067

J. Consideration of and Possible Action on Applications to for Term/Seasonal Permits to Use Stream Water:  
None

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

1. Boggy Bottom Ranch, LLC, Atoka County, 2024-001

L. Consideration of and Possible Action on Applications to Amend Regular Permits to Use Stream Water:  
None

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

1. New Licenses, Accompanying Operator Certificates and Activities:
  - A. Licensee: Walters Irrigation DPC-1141  
1. Operator: James Walters OP-2596  
Activities: Pump Installation
  - B. Licensee: Taylor Almond Well Drilling DPC-1143  
2. Operator: Taylor Almond OP-2605  
Activities: Groundwater well drilling
  - C. Licensee: S&W Drilling Services, Inc DPC-1145  
3. Operator: Travis Seaton OP-2607  
Activities: Groundwater well drilling and pump installation
2. New Operators, Licensee Name Change, and/or Activities for Existing Licenses:
  - A. Licensee: Walters Irrigation DPC-1141  
1. Operator: Koby Walters OP- 2597  
Activities: Pump installation
  - B. Licensee: Burgess Engineering & Testing inc DPC-0484  
2. Operator: Arram Nash OP-2598  
Activities: Monitoring wells and geotechnical borings
  - C. Licensee: Whiterock Resources, LLC DPC-1006  
3. Operator: Braidon Fuksa OP- 2599  
Activities: Monitoring wells and geotechnical borings
  - D. Licensee: Whiterock Resources, LLC DPC-1006  
4. Operator: William Emmerson OP-2600  
Activities: Monitoring wells and geotechnical borings
  - E. Licensee: M&W Drilling, LLC DPC-1062  
5. Operator: Luke Mishu OP-2601  
Activities: Monitoring wells and geotechnical borings
  - F. Licensee: M&W Drilling, LLC DPC-1062  
6. Operator: Chad White OP-2602  
Activities: Monitoring wells and geotechnical borings
  - G. Licensee: M&W Drilling, LLC DPC-1062  
7. Operator: Michael Patrick, Jr. OP-2603  
Activities: Monitoring wells and geotechnical borings
  - H. Licensee: Wes's Water Well Services DPC-0581  
8. Operator: Lane Thompson OP-2604  
Activities: Groundwater wells and pump installation
  - I. Licensee: ConeTec, Inc DPC-1008  
9. Operator: Jermaine Eaton OP-2606  
Activities: Monitoring Wells

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

1. City of Lawton, Comanche County, OK00452

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. Bobby Kehn, Town of Bartlesville, #FPA-716
2. Steven Shaffer, Town of Canadian, #FPA-170
3. Joe Dagostino, Town of Lone Wolf, #FPA-33

4. Michael Watrous, City of Lawton, #FPA-67
5. Kayla Campbell, Town of Aline, #FPA-1
6. Lucas Goucher, Town of Weatherford, #FPA-678
7. Lacey de Windt-Morris, Town of Beaver, #FPA-614
8. Brian Muret, Kay County, #FPA-547
- Q. Consideration of and Possible Action on Cancellation of Groundwater Permits:
  1. Kenneth Harvey, Caddo County, 1960-168
  2. Earl D. Meng, Texas County, 1970-181
- R. Consideration of and Possible Action on a Proposed Default Order:
  1. Richard Kriss, Cleveland County, 2023-641
- S. Consideration of and Possible Action on a Proposed Order With Stipulated Agreements:
  1. Cyndie M. Chang and Kelvin K. Chang, Lincoln County, 2024-608
- T. Consideration of and Possible Action on a Proposed Board Order:
  1. Edward W. and April A. Granger, Caddo County, 2023-013

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, Latham, Campbell, Castillo

NAY: None

ABSTAIN:

ABSENT: Cook, Gorman

#### **04000 4. QUESTIONS AND DISCUSSION ABOUT AGENCY MATTERS AND OTHER ITEMS OF INTEREST**

A. No Special Consideration items.

B. Consideration of and Possible Action on Items Transferred from Summary Disposition, if any.

#### **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, June 17, 2025, at 9:30 am. In the offices of the OWRB, 3800 N. Classen Boulevard, Oklahoma City, OK 73118.



**OKLAHOMA WATER RESOURCES BOARD**

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**Thomas Gorman, Vice Chairman**

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**Heather McCall**

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**Bandy Silk**

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**Darren Cook**

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**Ron Justice**

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**Bob. Latham**

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**Robert L. Stallings, Jr.**

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Jarred Campbell

***ATTEST:***

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**Suzanne Landess, Secretary (SEAL)**

## **1. D. FINANCIAL UPDATE**

### **1. D.1. Monthly Budget Report**



MAY 2025 FOR FY2025  
FY 2025 Expenses by Fund and Category

	Fund	General Revenue		Budgeted	Expended	Balance	Percentage Remaining	Spend
By Fund	19411	1	FY 24 Carryover	188,806	46,173	142,633	76%	
	19501	1	FY 25 Appropriation	6,903,372	4,743,953	2,159,419	31%	
			<b>Total General Revenue</b>	<b>7,092,178</b>	<b>4,790,126</b>	<b>2,302,052</b>	<b>32%</b>	<b>68%</b>
			<b>Revolving Funds</b>					
	21000	2	Drillers Indemnity Fund	50,000	0	50,000	100%	
	21500	3	OWRB Revolving Fund	5,509,081	3,324,800	2,184,281	40%	
	23500	4	Phase II A-S Hydro St Rev Fund	211,412	107,592	103,820	49%	
	24000	5	Revolving Fund	914,000	812,689	101,311	11%	
	24500	6	Drillers Regulation Fund	0	0	0		
	25000	7	Water Infrastructure Dev. Fund (OCWP)	3,674,861	2,077,731	1,597,130	43%	
	42000	8	USGS Cooperative Agreement	351,600	12,775	338,825	96%	
	44400	9	DW Loan Administration Fund	1,507,037	562,160	944,877	63%	
	44500	10	CW Loan Administration Fund	2,520,581	1,446,338	1,074,243	43%	
			<b>Total Revolving Funds</b>	<b>14,738,572</b>	<b>8,344,085</b>	<b>6,394,487</b>	<b>43%</b>	<b>57%</b>
			<b>Federal Funds</b>					
	40000	11	Federal Fund - General	1,431,679	744,701	686,978	48%	52%
	40700	12	Federal Fund - Engineering and Planning	4,578,738	1,058,911	3,519,827	77%	23%
	49700	13	Federal Fund - *ARPA	1,441,330	675,537	765,793	9%	91%
			<b>Total Federal Funds</b>	<b>7,451,747</b>	<b>2,479,149</b>	<b>4,972,598</b>	<b>67%</b>	<b>33%</b>
			<b>Total Funding</b>	<b>29,282,497</b>	<b>15,613,360</b>	<b>13,669,137</b>	<b>47%</b>	<b>53%</b>
By Category				<b>Budgeted</b>	<b>Expended</b>	<b>Balance</b>	<b>Percentage Remaining</b>	
	510000	14	Salary Expense	8,298,646	7,021,309	1,277,337	15%	85%
	512000	15	Insurance	1,488,665	1,135,080	353,585	24%	76%
	513000	16	FICA and Retirement	2,094,985	1,685,691	409,294	20%	80%
	515000	17	Professional Services	10,995,106	3,870,958	7,124,148	65%	35%
	519000	18	Flexible Benefits	16,000	13,824	2,176	14%	86%
			<b>Total Personal Services</b>	<b>22,893,402</b>	<b>13,726,861</b>	<b>9,166,541</b>	<b>40%</b>	<b>60%</b>
	520000	19	Travel Expense	676,093	301,391	374,702	55%	45%
	530000	20	Administrative Expense	1,371,004	945,396	425,608	31%	69%
	540000	21	Furniture and Equipment Expense	790,975	135,127	655,848	83%	17%
	550000	22	Intra Inter Agency Payments	3,551,023	516,364	3,034,659	85%	15%
			<b>Total Operating Expenses</b>	<b>6,389,095</b>	<b>1,898,278</b>	<b>4,490,817</b>	<b>70%</b>	<b>30%</b>
			<b>Total Expenditures</b>	<b>29,282,497</b>	<b>15,625,139</b>	<b>13,657,358</b>	<b>47%</b>	<b>53%</b>

## **2. FINANCIAL ASSISTANCE DIVISION**

June 17, 2025

THE OKLAHOMA WATER RESOURCES BOARD MET IN REGULAR SESSION ON THE 17TH DAY OF JUNE, 2025, AT 9:30 A.M., IN THE BOARD ROOM OF THE OKLAHOMA WATER RESOURCES BOARD, 3800 NORTH CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA

Boardmembers Present :

Absent:

Thereupon, the Chairman introduced a resolution (the "Resolution") authorizing the issuance of special, limited obligation revenue bonds of the Oklahoma Water Resources Board (the "Board"), in one or more series, for the purpose of capitalizing the Board's Clean Water State Revolving Fund, pursuant to the terms of the Master Trust Indenture and a bond indenture. Upon completion of discussion with respect to such resolution, Boardmember \_\_\_\_\_ moved the adoption of the resolution, which motion was seconded by Boardmember \_\_\_\_\_. The Board was polled on the question of the adoption of said resolution, resulting in its adoption by the following vote:

Aye:

Nay:

The Resolution, as adopted, is as follows:

RESOLUTION AUTHORIZING THE ISSUANCE OF OKLAHOMA WATER RESOURCES BOARD REVOLVING FUND REVENUE BONDS - CLEAN WATER PROGRAM, (2019 MASTER TRUST), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$200,000,000; APPROVING AND AUTHORIZING EXECUTION OF A BOND INDENTURE PROVIDING FOR THE ISSUANCE OF THE BONDS; PROVIDING FOR THE SALE AND DELIVERY OF THE BONDS AND AUTHORIZING A CERTIFICATE OF DETERMINATION; WAIVING COMPETITIVE BIDDING ON THE BONDS AND AUTHORIZING THE SALE THEREOF BY NEGOTIATION PURSUANT TO THE TERMS OF A CONTRACT OF PURCHASE PERTAINING THERETO; APPROVING A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO THE BONDS; AUTHORIZING EXECUTION OF SUCH OTHER AND FURTHER INSTRUMENTS, CERTIFICATES, AND DOCUMENTS AS MAY BE REQUIRED FOR THE ISSUANCE OF THE BONDS; DIRECTING PAYMENT OF COSTS OF ISSUANCE AND CONTAINING OTHER PROVISIONS RELATING TO THE ISSUANCE OF THE BONDS.

WHEREAS, the Legislature and the people of the State of Oklahoma (“the State”) have evidenced their desire to provide financial assistance to the State and cities, towns, counties, rural water or sewer districts, irrigation districts, public trusts, master conservancy districts and other political subdivisions of the State, or any combination thereof (the "Eligible Entities") for purposes of financing engineering undertakings or work to conserve and develop surface or subsurface water resources, distribute water, develop water systems and control or develop sewage treatment systems and facilities and/or to refinance any indebtedness originally incurred to acquire or construct such works, systems and facilities by the submission and approval, at special statewide election held on the 28th day of August, 1984, of State Question No. 581 and the adoption pursuant to said election of Section 39, Article X of the Oklahoma Constitution and the vitalization thereof with the enactment of the Water Storage and Control Facilities Act, Title 82 O.S. 2011, Sections 1085.31-1085.49, inclusive, as amended (the "Water Act"), Title 82 O.S. 2011, Sections 1085.51-1085.65, inclusive, as amended (the “Clean Water Act”) and Title 82 O.S. 2011, Sections 1085.71-1085.84 inclusive, as amended (the “Drinking Water Act”); and

WHEREAS, the Board is the designated agency of the State charged with the responsibility of administering the Wastewater Facility Construction State Revolving Fund under the Federal Water Quality Act of 1987, as amended (the “Clean Water State Revolving Fund”) and the Drinking Water Treatment State Revolving Fund under the federal Safe Drinking Water Act (the “Drinking Water State Revolving Fund”); and

WHEREAS, pursuant to provision of Section 1085.33 of the Water Act, Section 1085.57 of the Clean Water Act and Section 1085.77 of the Drinking Water Act, the Board is empowered to sell and issue obligations, including refunding bonds, in furtherance of the public purpose of providing an adequate amount of funds to meet the anticipated needs of Eligible Entities to finance wastewater projects described under the Clean Water Act and water treatment projects described under the Drinking Water Act; and

WHEREAS, the Board has given due consideration to the relative needs of all Eligible Entities within the State in order to ensure that sufficient monies are available from the issuance of its obligations to satisfy the proportionate share of the overall needs of both small and large Eligible Entities; and

WHEREAS, in order to meet the anticipated needs of Eligible Entities to finance wastewater projects described under the Clean Water Act, the Board desires to issue the Bonds hereafter described for such purpose; and

WHEREAS, Section 1085.33 of the Water Act authorizes the waiver of competitive bidding on the Board's obligations; and

WHEREAS, the Board has determined that to more efficiently administer and capitalize the Clean Water State Revolving Fund and the Drinking Water State Revolving Fund, the bonds hereinafter authorized shall be governed by a master trust indenture, which will provide that bonds issued thereunder will be secured by revenues of the Clean Water State Revolving Fund and the Drinking Water State Revolving Fund, as provided therein; and

WHEREAS, the Board has heretofore selected Raymond James & Associates as senior manager of the underwriting team (the "Underwriters") selected by the Board for the Bonds hereinafter described.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board hereby authorizes the sale, issuance and delivery of special, limited obligations, in one or more series, in aggregate principal amount not to exceed \$200,000,000, for the purpose of capitalizing the Board's Clean Water State Revolving Fund. Such obligations shall be denominated "Oklahoma Water Resources Board State Revolving Fund Revenue Bonds - Clean Water Program (2019 Master Trust Bonds)", with such additional series designation as may be necessary or desirable (the "Bonds"), and shall be issued under the terms and provisions of the Master Trust Indenture between the Board and BancFirst, as Master Trustee, and pursuant to the provisions of a Bond Indenture between the Board and BancFirst, as Bond Trustee. The Bonds shall be issued in fully registered form, without coupons, and shall mature at such times and in such amounts, shall bear interest, shall carry such registration and conversion privileges, shall be payable in such manner, shall be subject to redemption and shall have such other and further qualities and provisions as shall be specifically provided in accordance with the parameters set forth herein and in the Certificate of Determination (hereinafter defined) and the Bond Indenture.

2. The Chairman of the Board, or in the absence of the Chairman, the Vice Chairman, is hereby authorized, empowered and directed to determine and establish the total principal amount of the Bonds, which in no event shall exceed Two Hundred Million Dollars (\$200,000,000), the extent, if any, to which the Bonds will be insured, the redemption provisions, Underwriter's discount at not to exceed one percent (1.00%), original issue discount at not to exceed three percent (3.00%), maturing principal amounts of the Bonds and interest rates, which shall not exceed an average rate of fifteen percent (15%) per annum, on the Bonds, and to set forth the foregoing in a written certificate of determination (the "Certificate of Determination") executed at the time of or prior to the issuance of the Bonds. The Chairman, or in the absence of the Chairman, the Vice Chairman, is hereby authorized, in the name and on behalf of the Board, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to the Bonds to be used by the Underwriters in the marketing of the Bonds.

3. The Preliminary Official Statement presented to the Board on this date pertaining to the Bonds is hereby approved and deemed final for purposes of distribution in connection with the public offering for sale of such obligations. Such form of the Preliminary Official Statement may be modified as appropriate in connection with the public offering and sale of Bonds, and the Chairman or, in the absence of, the Vice Chairman, is authorized on behalf of the Board to deem final the Preliminary Official Statement with respect to the public offering of the Bonds for purposes of distribution in connection with the public offering for sale of such obligations.

4. The Board hereby approves drafts presented on this date of the following documents pertaining to the Bonds:

- (i) Bond Indenture;
- (ii) Bond Purchase Contract (as defined below); and
- (iii) Continuing Disclosure Agreement, and
- (iv) Form of Loan Agreement and Promissory Note to be executed by borrowers.

The Board hereby authorizes its Chairman, or in the event of the absence or incapacity of the Chairman, its Vice Chairman to review and approve any proposed additions, deletions, modifications, or other changes to the above described documents from the forms thereof presented on this date. The foregoing notwithstanding, the Bond Indenture may be a single indenture with respect to the issuance of the Bonds for the purposes described in Section 1 of this Resolution.

5. Competitive bidding for the sale of the Bonds is hereby waived and the sale of the Bonds to the Underwriters pursuant to the terms of a Contract of Purchase by and between the Board and Raymond James & Associates, Inc., as representative of the Underwriters (the “Bond Purchase Contract”) in substantially the draft form presented on this date is hereby authorized; provided the precise principal amount of Bonds, date of the Bonds, the years in which the Bonds will mature and the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, purchase price, interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Board, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, including, without limitation, the proceeds used to capitalize the Clean Water State Revolving Fund, shall be set forth in a Certificate of Determination to be executed by the Chairman or Vice Chairman of the Board upon the issuance of the Bonds. The foregoing notwithstanding, the Bond Purchase Contract may be a single contract with respect to the issuance of the Bonds for the purposes described in Section 1 of this Resolution.

6. Proceeds derived from the sale of the Bonds are hereby directed to be deposited with the Bond Trustee for application in the manner set forth in the Bond Indenture approved in Section 4 hereof and in the above referenced Closing Order.

7. The Bond Trustee is directed to pay costs of issuance of the Bonds in amounts approved by the State of Oklahoma Deputy Treasurer for Debt Management from the Costs of Issuance Fund established under the Bond Indenture pursuant to the Closing Order of the Board.

8. The Chairman or Vice Chairman and other directors of the Board are hereby authorized to approve and execute, for and on behalf of the Board, all other and further documents, instruments, agreements, representations and certifications necessary or attendant to the sale, issuance and delivery of the Bonds. The appropriate officers and employees of the Board are hereby authorized to take all action necessary or appropriate to comply with and carry out all provisions of such documents, instruments, representations and certifications.

*[Execution Page Follows]*

ADOPTED this 17th day of June, 2025.



OKLAHOMA WATER RESOURCES BOARD

(SEAL)

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Thomas A. Gorman, Vice-Chairman

ATTEST:

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Suzanne Landess, Secretary

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division

STATE OF OKLAHOMA       §  
  §  
COUNTY OF OKLAHOMA   §

I, the undersigned, the duly qualified and acting Secretary of the Oklahoma Water Resources Board, hereby certify that the above and foregoing is a true, correct and complete copy of a resolution duly adopted by the Board at the meeting had on the date therein set forth. I further certify that public notice of the meeting was duly given and that attached hereto is a true and a complete copy of the agenda for the meeting which was prominently posted at the place of the meeting, all in the manner and within the time prescribed by law.

WITNESS my hand and the seal of said Board this 17th day of June, 2025.

(SEAL)

\_\_\_\_\_  
Suzanne Landess, Secretary

THE OKLAHOMA WATER RESOURCES BOARD MET IN REGULAR SESSION ON THE 17<sup>th</sup> DAY OF JUNE, 2025, IN THE BOARD ROOM OF THE OKLAHOMA WATER RESOURCES BOARD, 3800 NORTH CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA.

Boardmembers Present:

Absent:

(other business)

Thereupon, the Chairman introduced a resolution authorizing the issuance of special, limited obligations of the Oklahoma Water Resources Board (hereinafter, the "Board") for the purpose of providing monies to fund the Board's State Loan (Financial Assistance) Program. Upon completion of discussion with respect to such resolution, Boardmember \_\_\_\_\_ moved the adoption thereof, which motion was seconded by Boardmember \_\_\_\_\_. The Board was polled on the question of the adoption of said resolution, resulting in its adoption by the following vote:

Aye:

Nay:

The resolution, as adopted, is as follows:

RESOLUTION AUTHORIZING THE ISSUANCE OF OKLAHOMA WATER RESOURCES BOARD STATE LOAN PROGRAM REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$250,000,000; AT A NET INTEREST COST NOT TO EXCEED FIFTEEN PERCENT (15.0%); PROVIDING FOR THE ISSUANCE OF SAID BONDS IN ONE OR MORE SERIES; APPROVING AND AUTHORIZING EXECUTION OF A SERIES 2025B SUPPLEMENTAL BOND RESOLUTION AND, IF DEEMED ADVISABLE, AN ADDITIONAL SUPPLEMENTAL BOND RESOLUTION FOR EACH ADDITIONAL SERIES; WAIVING COMPETITIVE BIDDING ON THE BONDS AND AUTHORIZING THE SALE THEREOF BY NEGOTIATION AND AT A DISCOUNT PURSUANT TO THE TERMS OF A CONTRACT OF PURCHASE PERTAINING THERETO; APPROVING A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO SAID BONDS; AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN TO DEEM PRELIMINARY OFFICIAL STATEMENTS FOR ADDITIONAL SERIES OF BONDS FINAL; DIRECTING DEPOSIT OF PROCEEDS DERIVED FROM THE ISSUANCE OF THE BONDS IN THE STATE TREASURY AND REQUESTING THE STATE TREASURER TO REMIT SUCH PROCEEDS TO THE BOND TRUSTEE; RATIFYING AND APPROVING THE FORM OF PROMISSORY NOTE, LOAN AGREEMENT, AND NOTE PURCHASE AGREEMENT TO BE EXECUTED BY BORROWERS IN THE STATE LOAN PROGRAM; AUTHORIZING EXECUTION OF SUCH OTHER AND FURTHER INSTRUMENTS, CERTIFICATES AND

DOCUMENTS AS MAY BE REQUIRED FOR THE ISSUANCE OF THE BONDS; DIRECTING PAYMENT OF COSTS OF ISSUANCE AND CONTAINING OTHER PROVISIONS RELATING TO THE ISSUANCE OF THE BONDS.

WHEREAS, the Legislature and the people of the State of Oklahoma have evidenced their desire to provide financial assistance to the State and cities, towns, counties, rural water or sewer districts, irrigation districts, public trusts, master conservancy districts and other political subdivisions of the State, or any combination thereof (the "Eligible Entities") for purposes of financing engineering undertakings or work to conserve and develop surface or subsurface water resources, distribute water, develop water systems and control or develop sewage treatment systems and facilities and/or to refinance any indebtedness originally incurred to acquire or construct such works, systems and facilities (the "Projects") by the submission and approval, at special statewide election held on the 28<sup>th</sup> day of August, 1984, of State Question No. 581 and the adoption pursuant to said election of Section 39, Article X of the Oklahoma Constitution and the vitalization thereof with the enactment of the Water Storage and Control Facilities Act, 82 O.S. 2011, Section 1085.31-1085.49, inclusive, as amended (the "Act"); and

WHEREAS, pursuant to provision of Sections 1085.33 and 1085.36 of the Act, the Board is empowered to sell and issue its obligations and make loans from the proceeds thereof to Eligible Entities to finance and/or refinance qualifying Projects under the Act; and

WHEREAS, in furtherance of such purposes the Board has heretofore issued obligations under and pursuant to a General Bond Resolution dated as of August 1, 1986, as supplemented and amended (the "1986 General Bond Resolution"); and

WHEREAS, the Board has previously deemed it advisable to discontinue issuing obligations under the 1986 General Bond Resolution and in its place created a 2016 General Bond Resolution dated as of November 1, 2016, (the "2016 General Bond Resolution") pursuant to which all future obligations of the Board pursuant to the Act are intended to be issued, and subsequently proceeded to issue obligations thereunder in furtherance of such purposes; and

WHEREAS, proceeds derived from the issuance of such prior obligations have been loaned or obligated to be loaned under the Board's State Loan Program to Eligible Entities in satisfaction of the purposes of the Act; and

WHEREAS, a need currently exists to recapitalize the State Loan Program in order to satisfy requests of one or more Eligible Entities for additional Project loan(s); and

WHEREAS, the Board has given due consideration to the relative needs of all Eligible Entities within the State in order to ensure that sufficient monies are available from the issuance of its obligations to satisfy the proportionate share of the overall needs of both small and large Eligible Entities; and

WHEREAS, Section 1085.33 of the Act authorizes the waiver of competitive bidding on the Board's obligations and the sale thereof at a discount; and

WHEREAS, the Board has heretofore, by resolution duly adopted on June 18, 2024, has properly selected BOK Financial Securities, Inc., as Senior Managing Investment Banker and, depending upon the amount of bonds to be issued, Stifel, Nicolaus, & Company, Inc., as Co-Managing Investment Banker (the "Underwriters") and Centennial Law Group as Bond Counsel (which selections are currently effective but are scheduled to expire on October 9, 2025) and intends to utilize said professional service providers for the issuance of the obligations hereinafter described (but in the event such selections expire prior to the issuance of the obligations hereinafter described, the Board will make updated selections in conformity with the applicable State requirements).

NOW, THEREFORE, BE IT RESOLVED:

1. The Board hereby authorizes the sale, issuance and delivery of special, limited obligations in aggregate principal amount not to exceed \$250,000,000, at a net interest cost not to exceed 15.00%, for the purpose of recapitalizing the Board's State Loan Program. The obligations shall be issued in one or more series, the first series of which shall be denominated "Oklahoma Water Resources Board State Loan Program Revenue Bonds, Series 2025B" (or such other numeric and alphabetic labeling designation as shall be proper in keeping with the Board's customary pattern of each bond series labeling designation) and each subsequent series shall be denominated in like manner in numeric and alphabetic sequence. The obligations shall be issued under the terms and provisions of the 2016 General Bond Resolution dated as of November 1, 2016, between the Board and BancFirst, as Trustee, as supplemented pursuant to the provisions of a Series 2025B Supplemental Bond Resolution between the Board and BancFirst, as Trustee (provided that the numeric and alphabetic labeling designation of such supplemental bond resolution shall match the labeling designation of the series of bonds issued thereby). The Series 2025B Supplemental Bond Resolution shall relate to the Series 2025B bonds and if more than one series of bonds is deemed advisable, each additional series of bonds shall be issued under the terms and provisions of an additional Supplemental Bond Resolution which shall be substantially the same in all other particulars as the Series 2025B Supplemental Bond Resolution and shall be titled in numerical and alphabetic sequence. (The Series 2025B bonds together with any additional series issued hereunder are hereinafter collectively referred to as the "Bonds".) (The 2016 General Bond Resolution, so supplemented and amended is hereinafter referred to as the "Bond Resolution".) The Bonds shall be issued in fully registered form, without coupons, and shall mature at such times and in such amounts, shall bear interest, shall carry such registration and conversion privileges, shall be payable in such manner, shall be subject to redemption and shall have such other and further qualities and provisions as shall be specifically provided in the Bond Resolution.

2. The Board hereby approves drafts presented on this date of the following documents pertaining to the issuance of the Bonds (both the drafts presented on this date specifically relating to the Series 2025B bonds, and substantially similar drafts for each additional series of bonds):

- (i) Preliminary Official Statement;
- (ii) Contract of Purchase;

- (iii) Series 2025B Supplemental Bond Resolution, and one additional Supplemental Bond Resolution in like form, titled in numeric and alphabetic sequence, for each additional series of Bonds;
- (iv) Form of Loan Agreement, Note Purchase Agreement and Promissory Note to be executed by borrowers; and
- (v) Continuing Disclosure Agreement.

The Board hereby authorizes any one of its members to review and approve any proposed additions, deletions or other changes to the above described documents from the forms thereof presented on this date both for the Series 2025B bonds and each additional series of bonds. The Board hereby deems the Preliminary Official Statement for the Series 2025B bonds final for the purpose of distribution in connection with the public offering of the Series 2025B bonds and hereby designates the Chairman or Vice-Chairman of the Board as an authorized officer to deem the draft of the Preliminary Official Statement for each additional series of bonds final.

3. Competitive bidding on the sale of the Bonds is hereby expressly waived and said obligations are authorized to be sold to the Underwriters pursuant to the terms of the Contract of Purchase. The Bonds are hereby authorized to be sold at less than par value, provided that the overall original issue discount plus underwriter's discount shall not exceed 4.0%.

4. Proceeds derived from the sale of the Bonds are hereby directed to be deposited into the Water Resources Fund created in the State Treasury pursuant to and in accordance with Section 1085.33 of the Act. The State Treasurer is requested and directed, immediately upon receipt of such proceeds, to transfer such proceeds, together with accrued interest thereon, if any, from the Water Resources Fund to the Trustee under the Bond Resolution for application in the manner set forth in the Bond Resolution and in the Closing Order executed on behalf of the Board in conjunction with the issuance of the Bonds.

5. The Trustee is directed to pay all costs of issuance of the Bonds as approved by the State of Oklahoma Deputy Treasurer for Policy and Debt Management from the Costs of Issuance Account of the Loan Fund established under the Bond Resolution pursuant to the Board's Closing Order.

6. The Board hereby authorizes any one of its members to approve and execute, for and on behalf of the Board, the appropriate alphabetic and numeric labeling designation for each bond series and all other and further documents, instruments, representations and certifications necessary or attendant to the sale, issuance and delivery of the Bonds. Further, the appropriate employees of the Board are hereby authorized to take all action necessary or appropriate to comply with and carry out all provisions of such documents, instruments, representations and certifications.

ADOPTED this 17<sup>th</sup> day of June, 2025.

OKLAHOMA WATER RESOURCES BOARD

(SEAL)

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Thomas A. Gorman, Vice-Chairman

ATTEST:

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Suzanne Landess, Secretary

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division

STATE OF OKLAHOMA     )  
  )SS  
COUNTY OF OKLAHOMA    )

I, the undersigned, the duly qualified and acting Secretary of the Oklahoma Water Resources Board, hereby certify that the above and foregoing is a true, correct and complete copy of a resolution duly adopted by said Board at the meeting had on the date therein set forth. I further certify that public notice of said meeting was duly given and that attached hereto is a true and a complete copy of the agenda for such meeting which was prominently posted at the place of said meeting, all in the manner and within the time prescribed by law.

WITNESS my hand and the seal of said Board this 17<sup>th</sup> day of June, 2025.

(SEAL)

\_\_\_\_\_  
Secretary



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

In the Matter of a Resolution Authorizing )  
Certain Individuals To Sign and Act on )  
Behalf of the Board Regarding all of the Board's )  
Financial Assistance Programs, State Revolving )  
Fund Programs, and Issues of Indebtedness, )  
and Authorizing Members to Act as Assistant )  
Secretary )

**PROPOSED  
RESOLUTION**

WHEREAS, the Oklahoma Water Resources Board (the "Board") administers a program for making loans and grants to eligible entities for qualified water and sewage projects under the authority of 82 O.S., §1085.31 et seq., as amended, sometimes referred to as the State Loan Program or Financial Assistance Program (the "FAP"); and

WHEREAS, the Board is authorized to approve loan applications, provide for disbursement of loan proceeds from, and otherwise administer monies in the Clean Water State Revolving Fund Loan Account, more commonly known as the "Clean Water SRF" program, according to 82 O.S., §§1085.51 through 1085.65 as amended; and

WHEREAS, the Board is authorized to approve loan applications, provide for disbursement of loan proceeds from, and otherwise administer monies in the State Drinking Water Treatment Revolving Loan Account, more commonly known as the "Drinking Water SRF" program, according to 82 O.S., §§1085.71 through 1085.84A as amended; and

WHEREAS, the Board from time to time has issued bonds or notes, the proceeds of which have been and are used in order to provide monies with which to make loans under the FAP, Clean Water SRF, and Drinking Water SRF programs; and

WHEREAS, the Board from time to time administers other Financial Assistance grants, loans, and/or programs, including without limitation American Rescue Plan Act ("ARPA") grants, Sewer Overflow and Stormwater Reuse Municipal ("OSG") grants, and Rural Economic Action Plan ("REAP") grants; and

WHEREAS, BancFirst of Oklahoma City, Oklahoma (the "Bank") is the Trustee Bank for the Board regarding numerous series of obligations issued to provide funding for the Board's FAP, Clean Water SRF, and Drinking Water SRF programs; and

## Signature Resolution

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WHEREAS, the Bank has requested the Board to provide a list of individuals who are authorized to sign documents and to act on behalf of the Board with respect to FAP, Clean Water SRF, and Drinking Water SRF obligations and the Bank's duties relating thereto; and

WHEREAS, the Board has determined it is appropriate to designate those individuals who are so authorized as described in the immediately preceding paragraph herein, and furthermore who shall be authorized (1) to sign documents and act on behalf of the Board with respect to any future issue of indebtedness or any FAP, Clean Water SRF, or Drinking Water SRF transaction, (2) to sign documents and act on behalf of the Board with respect to ARPA, OSG, REAP, and any other transaction pertaining to the Board's Financial Assistance programs, whether such program is currently existing or hereafter developed and (3) to act as Assistant Secretary in the absence or incapacity of the Secretary of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Oklahoma Water Resources Board:

Section 1: The following individuals (identified by name, original signature, and title) are and shall be authorized to sign documents and to act on behalf of the Board as described in the above recitals, which are hereby adopted and made a part of this Resolution:

a. \_\_\_\_\_  
Jarred Campbell, Member  
Oklahoma Water Resources Board

b. \_\_\_\_\_  
Darren Cook, Member  
Oklahoma Water Resources Board

c. \_\_\_\_\_  
Thomas A. Gorman, Member  
Oklahoma Water Resources Board

d. \_\_\_\_\_  
Ron Justice, Member  
Oklahoma Water Resources Board

## Signature Resolution

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- e. \_\_\_\_\_  
Suzanne Landess, Member  
Oklahoma Water Resources Board
  
- f. \_\_\_\_\_  
Bob Latham, Member  
Oklahoma Water Resources Board
  
- g. \_\_\_\_\_  
Heather McCall, Member  
Oklahoma Water Resources Board
  
- h. \_\_\_\_\_  
Bandy Silk, Member  
Oklahoma Water Resources Board
  
- i. \_\_\_\_\_  
Robert L. Stallings Jr., Member  
Oklahoma Water Resources Board
  
- j. \_\_\_\_\_  
Julie Cunningham, Executive Director  
Oklahoma Water Resources Board
  
- k. \_\_\_\_\_  
Lori Johnson  
Financial Assistance Division  
Oklahoma Water Resources Board
  
- l. \_\_\_\_\_  
Jerri Hargis  
Financial Assistance Division  
Oklahoma Water Resources Board

Section 2. Each and every Member of the Oklahoma Water Resources Board except the Chairman, the Vice Chairman in the event of the absence or incapacity of the Chairman, and the Secretary, shall be and is hereby authorized to act as Assistant Secretary in the absence or incapacity of the Secretary. Such authorization shall be independent of the authorization set forth in Section 1

## Signature Resolution

### Page 4

hereof, and independent of any appointment of an Acting Secretary for purposes of a given meeting of the Board as provided by Oklahoma Administrative Code Section 785:1-3-5(e).

Section 3. This Resolution supersedes the Resolution approved by the Board in its December 17, 2024, meeting, provided that all signatures previously subscribed in good faith by the individuals listed in that prior Resolution to the documents described in that prior Resolution remain valid, and provided further that all signatures previously subscribed in good faith by the above listed individuals to documents pertaining to ARPA transactions are hereby ratified, approved and confirmed.

Section 4. This Resolution and Designation of Individuals may be amended or supplemented from time to time by resolution of the Board.

SO ORDERED this 17th day of June 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Vice-Chairman

Attest:

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Suzanne Landess, Secretary

(SEAL)

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division

### **3.C. SUMMARY DISPOSITION AGENDA ITEMS**

FINANCIAL ASSISTANCE DIVISION

June 17, 2025

## REAP GRANT APPLICATION RECOMMENDED FOR APPROVAL

**APPLICANT:** Town of Sasakwa  
**COUNTY:** Seminole

**DATE RECEIVED:** 08/25/2024  
**APPLICATION NUMBER:** FAP-25-0030-R

**Amount Requested:** \$135,382.00

**Amount Recommended:** \$135,382.00

**PROJECT DESCRIPTION:** The Town of Sasakwa owns and operates a public water distribution system that serves its residents and surrounding community. Water Tower #1, which plays a critical role in the system's operation, is over 30 years old and in need of rehabilitation to ensure continued safe and reliable water service. The proposed project is to sandblast and re-coat the interior and exterior surfaces of the water tower, and all appurtenances required to complete the project. The estimated cost of the project is \$149,900.00 which will be funded by the OWRB REAP Grant of \$135,382.00 and \$14,518.00 in local funds.

Priority Ranking				Priority Points
<b>Population</b> <u>80</u> (Maximum: 55 points)				<u>55</u>
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)				
Water rate per 5,000 gal/month:	\$ 70.00	( ) Flat rate	<u>-3</u>	<u>12</u>
Sewer rate per 5,000 gal/month:	<u>15.00</u>	( ) Decreasing Block	<u>-2</u>	
Total	\$ 85.00	( ) Uniform	<u>0</u>	
		(X) Increasing Block	<u>+2</u>	
	10 points	( ) Sales tax (W/S)	<u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)				
Total Indebtedness:	\$ 0.00			<u>0</u>
Monthly Debt Payment:	\$ 0.00			
Number of Customers:	80			
Monthly Payment Per Customer:	\$ 0.00			
<b>MEDIAN HOUSEHOLD INCOME</b>	\$ 48,750.00	(Maximum: 10 points)		<u>1</u>
<b>ABILITY TO FINANCE PROJECT</b> (Maximum: 12 points)				
FP	=	$\frac{(\$135,382.00)}{(80)} \times \frac{(0.0710)}{(12)}$	= \$ 10.01	<u>12</u>
<b>AMOUNT OF GRANT REQUESTED</b> (Maximum: 5 points)				
AR	=	\$135,382.00		<u>(4)</u>
<b>REQUEST NUMBER</b>	<u>0</u>			<u>0</u>
<b>ENFORCMENT ORDER</b>	<u>No</u>	(Maximum: 5 points)		<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b>	<u>No</u>			<u>0</u>
<b>FISCAL SUSTAINABILITY</b>				<u>3</u>
<b>TOTAL PRIORITY POINTS</b>				<u>79</u>



6. The project shall be to sandblast and re-coat the interior and exterior surfaces of the water tower 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 Sasakwa 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 17th day of June 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Vice-Chairman


ATTEST:

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Suzanne Landess, Secretary

(SEAL)

Reviewed By:



---

Lori Johnson, Chief  
Financial Assistance Division



## REAP GRANT APPLICATION RECOMMENDED FOR APPROVAL

**APPLICANT:** Rural Water, Sewer and Solid Waste Management District No. 3, Dewey County, Oklahoma

**DATE RECEIVED:** 08/21/2024

**COUNTY:** Dewey

**APPLICATION NUMBER:** FAP-25-0022-R

**Amount Requested:** \$110,000.00

**Amount Recommended:** \$110,000.00

**PROJECT DESCRIPTION:** Rural Water, Sewer and Solid Waste Management District No. 3, Dewey County, Oklahoma (District) operates a water system. The District is experiencing stress on its aging water wells, compounded by the emergency backup well pumping sand and being taken out of service. The proposed project is to drill a new production well with a well house containing a chlorination room, 500 linear feet of waterline, installation of a 50kW generator, plus all appurtenances required to complete the project. The estimated cost of the project is \$231,641.50 which will be funded by the OWRB REAP grant in the amount of \$110,000.00 and \$121,641.50 from local funds.

Priority Ranking				Priority Points
<b>Taps 249</b> (Maximum: 55 points)				<u>55</u>
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)				
Water rate per 5,000 gal/month:	\$ 71.75	<input type="checkbox"/> Flat rate	-3	12
Sewer rate per 5,000 gal/month:	0.00	<input type="checkbox"/> Decreasing Block	-2	
Total	\$ 71.75	<input type="checkbox"/> Uniform	0	
		<input checked="" type="checkbox"/> Increasing Block	+2	
		<input type="checkbox"/> Sales tax (W/S)	+1	
10 points				
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)				
Total Indebtedness:	\$ 0.00			0
Monthly Debt Payment:	\$ 0.00			
Number of Customers:	249			
Monthly Payment Per Customer:	\$ 0.00			
<b>MEDIAN HOUSEHOLD INCOME</b> \$ 51,169.00 (Maximum: 10 points)				<u>1</u>
<b>ABILITY TO FINANCE PROJECT</b> (Maximum: 12 points)				
FP	=	$\frac{(\$110,000.00)}{(249)} \frac{(0.0710)}{(12)} = \$ 2.61$		<u>6</u>
<b>AMOUNT OF GRANT REQUESTED</b> (Maximum: 5 points)				
AR	=	\$110,000.00		<u>(1)</u>
<b>REQUEST NUMBER</b> <u>1</u>				<u>(5)</u>
<b>ENFORCMENT ORDER</b> <u>No</u> (Maximum: 5 points)				<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b> <u>No</u>				<u>0</u>
<b>FISCAL SUSTAINABILITY</b>				<u>10</u>
<b>TOTAL PRIORITY POINTS</b>				<u>78</u>

IN THE MATTER OF REAP GRANT APPLICATION )  
NO. FAP-25-0022-R IN THE NAME OF THE )  
RURAL WATER, SEWER AND SOLID WASTE )  
MANAGEMENT DISTRICT NO. 3, )  
DEWEY COUNTY, OKLAHOMA. )

This matter came on for consideration before the Oklahoma Water Resources Board on the 17th day of June 2025. The Board finds that since the application for this grant has received a priority ranking of 78 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 \$110,000.00 should be approved to be advanced for the following purpose and subject to the following conditions:

1. The amount of the REAP grant shall not exceed \$110,000.00.
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 drill a new production well with a well house containing a chlorination room, 500 linear feet of waterline, installation of a 50kW generator 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, Rural Water, Sewer and Solid Waste Management District No. 3, Dewey County, Oklahoma 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 17th day of June 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Vice-Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division

## REAP GRANT APPLICATION RECOMMENDED FOR APPROVAL

**APPLICANT:** The Thomas Public Works Authority  
**COUNTY:** Custer

**DATE RECEIVED:** 08/29/2024  
**APPLICATION NUMBER:** FAP-25-0051-R

**Amount Requested:** \$102,095.00

**Amount Recommended:** \$102,095.00

**PROJECT DESCRIPTION:** The Thomas Public Works Authority (Authority) operates a water distribution system. The Authority is experiencing critical deficiencies in the existing water distribution system due to deteriorated waterline that has surpassed its functional lifespan. The proposed project is to replace approximately 725 linear feet of 2-inch line plus all appurtenances required to complete the project. The estimated cost of the project is \$102,375.00 which will be funded by the OWRB REAP grant in the amount of \$102,095.00 and \$280.00 from local funds.

Priority Ranking				Priority Points
<b>Population</b> <u>1143</u> (Maximum: 55 points)				<u>55</u>
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)				
Water rate per 5,000 gal/month:	\$ 41.70	( ) Flat rate	<u>-3</u>	<u>12</u>
Sewer rate per 5,000 gal/month:	<u>44.00</u>	( ) Decreasing Block	<u>-2</u>	
Total	\$ 85.70	( ) Uniform	<u>0</u>	
		(X) Increasing Block	<u>+2</u>	
	10 points	( ) Sales tax (W/S)	<u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)				
Total Indebtedness:	\$ 2,582,025.03			<u>8</u>
Monthly Debt Payment:	\$ 10,265.00			
Number of Customers:	607			
Monthly Payment Per Customer:	\$ 16.91			
<b>MEDIAN HOUSEHOLD INCOME</b> \$ 53,382.00 (Maximum: 10 points)				<u>0</u>
<b>ABILITY TO FINANCE PROJECT</b> (Maximum: 12 points)				
FP	=	$\frac{(\$102,095.00)}{(607)}$	$\frac{(0.0710)}{(12)}$ = \$ 1	<u>1</u>
<b>AMOUNT OF GRANT REQUESTED</b> (Maximum: 5 points)				
AR	=	\$102,095.00		<u>(1)</u>
<b>REQUEST NUMBER</b> <u>1</u>				<u>(5)</u>
<b>ENFORCMENT ORDER</b> <u>No</u> (Maximum: 5 points)				<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b> <u>No</u>				<u>0</u>
<b>FISCAL SUSTAINABILITY</b>				<u>10</u>
<b>TOTAL PRIORITY POINTS</b>				<u>80</u>



6. The project shall be to replace approximately 725 linear feet of 2-inch line 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 Thomas 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 17th day of June 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Thomas A. Gorman, Vice-Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary

(SEAL)

Reviewed By:



\_\_\_\_\_  
Lori Johnson, Chief  
Financial Assistance Division

## REAP GRANT APPLICATION RECOMMENDED FOR APPROVAL

**APPLICANT:** Town of Foss  
**COUNTY:** Washita

**DATE RECEIVED:** 08/30/2024  
**APPLICATION NUMBER:** FAP-25-0059-R

**Amount Requested:** \$149,909.28

**Amount Recommended:** \$149,909.28

**PROJECT DESCRIPTION:** The Town of Foss owns and operates a water supply system. The town operates on two water wells, but during dry seasons the two wells are unable to maintain the required capacity. The proposed project is to drill a third well, and all appurtenances required to complete the project. The estimated cost of the project is \$149,909.28 which will be funded by the OWRB REAP Grant of \$149,909.28.

Priority Ranking				Priority Points
<b>Population</b> <u>101</u> (Maximum: 55 points)				<u>55</u>
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)				
Water rate per 5,000 gal/month:	\$ 35.25	<input type="checkbox"/> Flat rate	<u>-3</u>	<u>8</u>
Sewer rate per 5,000 gal/month:	<u>8.00</u>	<input type="checkbox"/> Decreasing Block	<u>-2</u>	
Total	\$ 43.25	<input type="checkbox"/> Uniform	<u>0</u>	
		<input checked="" type="checkbox"/> Increasing Block	<u>+2</u>	
	6 points	<input type="checkbox"/> Sales tax (W/S)	<u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)				
Total Indebtedness:	\$ 0.00			<u>0</u>
Monthly Debt Payment:	\$ 0.00			
Number of Customers:	80			
Monthly Payment Per Customer:	\$ 0.00			
<b>MEDIAN HOUSEHOLD INCOME</b>	\$ 29,137.00	(Maximum: 10 points)		<u>6</u>
<b>ABILITY TO FINANCE PROJECT</b> (Maximum: 12 points)				
FP	=	$\frac{(\$149,909.28)}{(80)} \frac{(0.0710)}{(12)}$	= \$ 11.09	<u>12</u>
<b>AMOUNT OF GRANT REQUESTED</b> (Maximum: 5 points)				
AR	=	\$149,909.28		<u>(5)</u>
<b>REQUEST NUMBER</b>	<u>0</u>			<u>0</u>
<b>ENFORCMENT ORDER</b>	<u>No</u>	(Maximum: 5 points)		<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b>	<u>No</u>			<u>0</u>
<b>FISCAL SUSTAINABILITY</b>				<u>6</u>
<b>TOTAL PRIORITY POINTS</b>				<u>82</u>





6. The project shall be to drill a third well 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 Foss 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 17th day of June 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman, Vice-Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division

### **3. SUMMARY DISPOSITION AGENDA ITEMS**

#### **D. Contracts and Agreements Recommended for Approval**

June 17, 2025

**AGENDA ITEM 3D(1)**

**INTERAGENCY AGREEMENT**

<b>WITH:</b>	Office of Attorney General, State of Oklahoma
<b>PURPOSE:</b>	Contract for Legal Services for upcoming fiscal year for hearing officer, AAG Bryan Neal
<b>AMOUNT:</b>	Not to exceed \$71,301.72
<b>TERM:</b>	July 1, 2025 through the fiscal year ending June 30, 2026.



OFFICE OF ATTORNEY GENERAL  
STATE OF OKLAHOMA

May 1, 2025

**INTERAGENCY #835**  
**OFFICE WATER RESOURCES BOARD**

Attn: Sara Gibson  
3800 Classen Blvd.  
Oklahoma City, OK 73118

Re: FY2026 Legal Services Contract

Dear Ms. Gibson:

Attached is a contract for Legal Services for the upcoming fiscal year beginning July 1, 2025. The administrative hearing officer assigned to your agency is AAG Bryan Neal.

We are happy to be able to work with you under this arrangement. Please feel free to provide feedback or ask questions at any time; your legal services are important to us. If you foresee any change to your agency's needs in FY2026, we would appreciate you letting us know as soon as possible so we may plan accordingly. You may reach me at [Niki.Batt@oag.ok.gov](mailto:Niki.Batt@oag.ok.gov) or by telephone at (405) 522-2956. You may also contact Jennifer Hanna at [Jennifer.Hanna@oag.ok.gov](mailto:Jennifer.Hanna@oag.ok.gov) or by telephone at (405) 522-2770.

Please review the attached contract and, if it meets with your approval, sign the enclosed and return a copy to me via email or mail.

Sincerely,

A handwritten signature in cursive script that reads "Niki S. Batt".

Niki S. Batt  
Deputy Attorney General  
Legal Counsel Unit

**CONTRACT FOR LEGAL SERVICES  
FISCAL YEAR 2026**

**1. PARTIES:**

This Agreement is between the Attorney General's Office ("AGO") and the OKLAHOMA WATER RESOURCES BOARD ("OWRB"). The authorized signatures below bind the parties to the terms set out hereafter.

**2. AUTHORITY:**

This Agreement is authorized by virtue of 74 O.S. § 20*i*.

**3. CONTRACT DURATION:**

This Agreement commences on July 1, 2025, and covers the fiscal year 2026 ending June 30, 2026.

**4. CONSIDERATION:**

The Attorney General's Office ("AGO") shall provide legal services for and on behalf of the Oklahoma Water Resources Board ("OWRB") during the contract period, in exchange for payment in the amount of \$71,301.72 annually, with monthly payments in the amount of \$5,941.81. This sum is comprised of the salary and benefits of the Assigned Attorney and non-salary costs incurred in connection with the provision of legal services pursuant to this contract. The OWRB will be billed monthly for the monthly amount set forth above. Should the OWRB desire that the Assigned Attorney have additional training, any costs associated with such training shall be paid by the OWRB. The OWRB shall reimburse the Assigned Attorney pursuant to the Travel Reimbursement Act for travel undertaken by the Assigned Attorney on behalf of the OWRB, outside the Oklahoma City metropolitan area.

The scope of legal services to be provided consists of the AGO providing an administrative hearing officer in proceedings in accordance with the Oklahoma Administrative Procedures Act. All hearings shall be conducted pursuant to Article II of the Administrative Procedures Act. The AGO shall assign an Assistant Attorney General, acceptable to OWRB, to be primarily responsible for the legal services described herein. The assigned Assistant Attorney General will be familiar with the applicable law and regulations.

It is the duty of the OWRB to prepare all required notices, pleadings, and other documents needed to conduct the administrative hearings. The AGO is retained to conduct hearings, act as hearing examiner, and issue findings of fact and conclusions of law. Maintenance of records and files is the responsibility of the OWRB. The OWRB and AGO will jointly coordinate scheduling of hearings.

It is explicitly recognized, however, that the consideration paid herein by the OWRB is in the nature of a retainer that enables the AGO to employ and ensure the availability of an Assigned Attorney equivalent to .50 FTE for the OWRB, regardless of whether the Assigned Attorney is in fact utilized. It is agreed by the parties that the AGO's obligation to provide legal services to the OWRB will be fulfilled by the availability of the Assigned Attorney, for the purposes provided for in this agreement, regardless of the number of hours actually used by the OWRB.

**5. OFFICE LOCATION:**

The Assigned Attorney will maintain an office at the AGO to facilitate the delivery of legal services.

**6. SUPERVISION:**

Supervision of the Assigned Attorney shall be the responsibility of the AGO.

7. **TERMINATION:**

This agreement may be terminated by either party upon 60 days written notice.

8. **AGENCY DESIGNEES:**

The authorized agent and designee for the AGO is Niki Batt. The authorized agent and designee for the OWRB is Jennifer Castillo, Chairman.

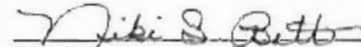
**OKLAHOMA WATER RESOURCES  
BOARD**

By: \_\_\_\_\_

**Thomas A. Gorman  
Vice Chairman**

**OFFICE OF THE ATTORNEY  
GENERAL**

By: \_\_\_\_\_

  
**Niki Batt,  
Deputy Attorney General  
Legal Counsel Unit**

DATE: \_\_\_\_\_

DATE: May 1, 2025

**AGENDA ITEM 3D(2)**

**JOINT FUNDING AGREEMENT**

<b>WITH:</b>	United States Department of the Interior US Geological Survey
<b>PURPOSE:</b>	Joint-funding agreement between U.S. Geological Survey OK/TX Water Science-Center and the OWRB for streamflow data collection
<b>AMOUNT:</b>	Not to exceed \$93,200.00
<b>TERM:</b>	July 1, 2025 through the fiscal year ending June 30, 2026.





# United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Oklahoma-Texas Water Science Center  
202 NW 66<sup>th</sup> St, Bldg. 7  
Oklahoma City, OK 73116

May 30, 2025

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

Dear Derrick Wagner:

Enclosed is our standard joint-funding agreement 25SJFAOK002040 between the U.S. Geological Survey Oklahoma-Texas Water Science Center and Oklahoma Water Resources Board for the collection of streamflow data, spring-flow data, and the collection of groundwater-level data in the Arbuckle-Simpson aquifer, during the period July 1, 2025 through June 30, 2026 in the amount of \$93,200 from your agency. U.S. Geological Survey contributions for this agreement are \$0 for a combined total of \$93,200. Please sign and return one fully-executed original to Mitchell King at [GS-W-OT\\_OTFM@usgs.gov](mailto: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 **July 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Shana Mashburn at (405) 664-6557 or email [shanam@usgs.gov](mailto:shanam@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](mailto: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  
25SJFAOK002040

Proposed Cooperative Program  
Between  
Oklahoma Water Resources Board  
and the  
U.S. Geological Survey

**Program Description:**

The proposed program is for the continued collection of streamflow data, spring-flow data, and the collection of groundwater-level data in the Arbuckle-Simpson aquifer to continue to monitor changing hydrologic conditions in the aquifer.

The following table describes station costs and related data collection activities for the period July 1, 2025 through June 30, 2026:

Station No.	Station Name	Beginning of Record	Total
<b>Streamgages</b>			
07334428	Delaware Cr Blw Del Cr Site 9 RSVR nr Bromide, OK	10/10/2019	\$16,800
07332340	Little West Blue Creek Nr Connerville, OK	04/10/2024	\$16,800
07332335	Blue River Abv Little W Blue Ck Nr Connerville, OK	04/10/2024	\$16,800
<b>Spring Gage</b>			
07332389	Unnamed Spring at Blue River nr Connerville, OK	01/04/1977	\$10,800
<b>Groundwater Wells</b>			
342619096411001	01S-06E-28 CBD 1 ARB06	08/27/2019	\$5,000
342837096560801	01S-03E-13 AAB 1 SIMP04	06/16/1981	\$5,000
343248096455101	01N-05E-22 ABC 1 ARB11	12/18/2019	\$5,000
343445096494301	01N-04E-01 DDD 2 ARB01	07/16/2019	\$7,000
343531096403801	01N-06E-04 ABB 2 ARB04	08/14/2019	\$5,000
343534096453701	01N-05E-03 ABB 2 ARB10	12/02/1976	\$5,000
Annual Monitoring Cost			\$93,200

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Customer #: 6000000284  
Agreement #: 25SJJFAOK002040  
Project #: SJ00TV6  
TIN #: 73-6017987**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of July 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) \$0 by the party of the first part during the period  
July 1, 2025 to June 30, 2026
- (b) \$93,200 by the party of the second part during the period  
July 1, 2025 to June 30, 2026
- (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 #: 6000000284  
Agreement #: 25SJFAOK002040  
Project #: SJ00TV6  
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: Shana Mashburn  
Hydrologist  
Address: 202 NW 66th Street  
Oklahoma City, OK 73116  
Telephone: (405) 664-6557  
Fax: (n/a)  
Email: shanam@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)**  
**INTERAGENCY AGREEMENT**

<b>WITH:</b>	Grand River Dam Authority
<b>PURPOSE:</b>	Work Plan for GRDA Dissolved Oxygen Monitoring Project
<b>AMOUNT:</b>	Not to exceed \$218,378.00
<b>TERM:</b>	July 1, 2025 through the fiscal year ending June 30, 2026.

## **INTERAGENCY AGREEMENT**

**THIS AGREEMENT**, dated for convenience of reference as of the 1st day of July, 2025 but to be effective as provided herein, by and between the Oklahoma Water Resources Board, hereinafter referred to as "Board", an agency of the State of Oklahoma created and existing pursuant to 82 O.S. § 1085.1, and the Grand River Dam Authority, hereinafter referred to as "Authority", an agency of the State of Oklahoma organized and existing pursuant to 82 O.S. § 861 et seq. as amended.

**WHEREAS**, 27A O.S. § 1-3-101 provides in part that the Board has a number of jurisdictional areas of environmental responsibility for the State of Oklahoma, including but not limited to administration of a state program for assessing, monitoring, studying and restoring Oklahoma lakes; and

**WHEREAS**, the Authority is a licensee under the Federal Power Act for all hydropower projects referenced herein; and

**WHEREAS**, the Board has the personnel, labor, equipment and facilities available to perform work for the Authority in connection with the project described herein; and

**WHEREAS**, pursuant to 82 O.S. §1085.2(2) the Board is authorized to make such contracts as in the judgment of the Board are necessary or convenient to the exercise of any of the powers conferred upon it by law; and

**WHEREAS**, this Agreement is further authorized by 74 O.S. § 581.

**NOW, THEREFORE**, in consideration of the above, it is agreed:

1. **SERVICES TO BE PROVIDED BY BOARD.** The Board shall complete the work and services ascribed to it in "Work plan for GRDA Dissolved Oxygen Monitoring Project for Fiscal Year 2026" attached hereto and incorporated by reference herein, in accordance with a schedule to be developed by representatives of the parties.
2. **COMPENSATION BY AUTHORITY TO BOARD.** The Authority shall pay and reimburse the Board for services performed and costs incurred in the performance of this Agreement, provided the total amount shall not exceed Two Hundred Eighteen Thousand, Three Hundred Seventy-Eight Dollars (\$218,378) for the entire term hereof. Payments shall be made according to the following procedures:
  - a. The Board shall prepare, at minimum, quarterly invoices and submit the same to the Authority on or before the 20th day of October 2025, December 2025, March 2026, and June 2026. The invoices shall request payment associated with completion of the task indicated in the Workplan. The invoices shall detail all services performed and costs incurred during the previous quarter and shall itemize the following information, if applicable to this Agreement: (i) labor rate with position title and hours worked; (ii) material markup percentage, (iii) equipment

rate with hours utilized, (iv) quantity and type of material with unit cost, and (v) other miscellaneous expenses (e.g. hotel, meals, mileage, airfare, etc.) The Board shall provide sufficient documentation with each invoice to demonstrate the task has been achieved and supports the amounts requested. If unacceptable in form, the Authority will return the same to the Board with reason(s) for rejection.

- b. The Authority will process and pay the invoice within forty-five (45) days after the date the invoice is received and accepted by the Authority.
  - c. The above agreed upon amount may be subject to change, with written approval signed by both the Board and the Authority, for the following: Replacement of equipment that has been lost due to flooding, damage, or malfunction that prevents the proper functioning of the equipment.
3. **TERM; EXTENSION; TERMINATION.** Subject to the provisions of this paragraph no. 3, this Agreement shall be effective from July 1, 2025 through December 31, 2026. This Agreement may be extended, renewed or modified at any time upon such written terms and conditions as the parties may approve and execute with the same formalities as this Agreement. This Agreement may be terminated by either party for any reason, upon the occurrence of a "Termination Date" which is thirty (30) or more days after the terminating party delivers to the other party a written notice of termination specifying such Termination Date.
4. **AUDIT.** The Board will, at all times during the term of this Agreement and for a period of five (5) years after completion of this Agreement, maintain and make available for inspection and audit by the Authority and/or the Oklahoma State Auditor, all books, supporting documents, accounting procedures, practices, and all other items relevant to the Agreement.
5. **WORKERS COMPENSATION.** The Board agrees, acknowledges and warrants that it currently provides, and shall continue to provide, in full force and effect during the duration of this Agreement, such workers' compensation insurance and/or liability coverage otherwise as is due, sufficient and required by law (including, but not limited to 85 O.S. § 1 et seq.) and as may be necessary to meet and satisfy any and all acts incidental to the work and services to be or as may be provided and performed by the Board hereunder.
6. **INDEMNITY.** The Board and Authority mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 2001 § 151 *et seq.*). The Board and Authority hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents, or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and

any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation, or exception which may be provided by the Governmental Tort Claims Act.

7. **ASSIGNMENT.** Board will not assign or otherwise transfer any duties to be performed under this Contract without the prior written consent of Authority. Even if agreed to by Authority, any assignment by Board will not relieve Board of its obligations under this Agreement.
8. **NO PARTNERSHIP OR JOINT VENTURE.** This Agreement will not be construed as, nor given the effect of, creating a joint venture, partnership, affiliation, or association that would otherwise render the Parties liable as partners, agents, or employer-employee or otherwise create any joint and several liability.
9. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties relative to the work described herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to the subject matter herein are superseded.
10. **TIME OF THE ESSENCE.** The parties agree that the time is of the essence of each and every obligation set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

# GRAND RIVER DAM AUTHORITY

Daniel S. Sullivan  
General Manager/Chief Executive Officer

Date \_\_\_\_\_

ATTEST:

---

Sheila Allen, Secretary
Date



**OKLAHOMA WATER RESOURCES BOARD**

\_\_\_\_\_  
Thomas A. Gorman, Vice Chairman      Date

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary      Date

(SEAL)

**Workplan for GRDA Dissolved Oxygen Monitoring Project for Fiscal Year 2026**

**Prepared for**  
**The Grand River Dam Authority**

**Prepared by**  
**Oklahoma Water Resources Board**

**May 2025**

## **Introduction**

A comprehensive monitoring and remediation effort is currently ongoing in the Grand River Basin. These efforts are required to meet the requirements outlined in the Grand River Dam Authority (GRDA) Federal Energy Regulatory Commission (FERC) permit. As part of the GRDA FERC re-licensing process the GRDA has agreed to implement a water quality improvement plan intended to achieve compliance with applicable water quality standards in portions of Hudson and Grand Reservoirs, as well as applicable tailrace areas. The GRDA has worked cooperatively with the OWRB since 2005 to accomplish this plan. As the program has matured, various water quality platforms have been placed throughout the monitoring area to collect real-time monitoring data, and various adaptive management plans have been tested and implemented to mitigate for low dissolved oxygen (DO). Although the various adaptive management plans are implemented through specific project work plans, the program has maintained a generalized monitoring work plan to support all project objectives. The objectives of the program are:

1. Operate and maintain project infrastructure
2. Manage all project data
3. Maintain and describe a long-term record of condition
4. Analysis and reporting for current mitigation activities

## **Operate and Maintain Project Infrastructure and Data (Objectives 1 and 2)**

The project maintains a variety of water quality data collection platforms (WQDCPs) to support DO monitoring throughout the GRDA project areas. The WQDCPs utilized for the Pensacola project (Grand Lake) includes three bridge mounted WQ platforms in the tailrace (Figure 1) and the Markham Ferry Project (Hudson Lake) includes two tailrace WQ buoys (Figure 2). The WQDCPs are equipped with Eureka® Manta2 water quality sondes and contain a fully functioning datalogger with telemetry equipment to collect and transmit data at various intervals. All instruments measure water temperature and dissolved oxygen, while some instruments also measure pH, blue green algae, chlorophyll-a, and turbidity. Each sonde also incorporates a central universal wiping system to ensure that the DO probe membrane remains free of foreign material. All WQDCPs are self-powered.

Each monitoring station is visited on regular intervals to ensure quality data are collected and DCPs are fully functioning. Sondes are calibrated and maintained according to OWRB Standard Operating Procedures (OWRB, 2013; Wagner et al., 2006). During each visit several sets of data are collected to allow for post-processing and application of service interval corrections before analyses occur. Records are corrected to account for drift from two sources—fouling and calibration. Probes are cleaned with a pre-cleaning and post-cleaning value recorded. The percentage difference between these two readings is applied to all data in the service interval as a fouling correction. After the sensor is cleaned, a calibration check is performed with calibration occurring as needed. When calibration is necessary, a calibration correction is applied to all data in the service interval. For DO, this correction is calculated as the percent difference between a known

reading (DO percent saturation reading before calibration) and the expected reading at the same temperature and barometric pressure. To fully correct data, the sum of the fouling and calibration corrections is applied as a two-point shift over the service interval with the assumption that drift occurred at a constant rate over that interval. All data are manipulated using AQUARIUS™ Time-Series software (Aquatic Informatics®, 2016). For a more detailed discussion of sampling procedures, please contact the OWRB WATER Division at (405) 530-8800 for a copy of the Standard Operating Procedures (SOP) document.

Data records are maintained using redundancy protocols. Data are saved to the WQDCP datalogger for batch transmissions at regular intervals. Transmitted data are captured and stored on OWRB and GRDA servers. All time-series data are eventually stored and manipulated using the AQUARIUS™ Time-Series software (Aquatic Informatics®, 2016), which is regularly backed up through the OWRB data management protocols. Data are displayed at both the GRDA and OWRB websites. Data are also available through an email alert system. When any individual compliance probe indicates a DO mg/L reading below any of the action limits, the NexSens® WQDataLive, a web-based software hosted by NexsensTechnology Inc. sends an alarm email to all necessary personnel at GRDA, FERC, ODWC, USFWS, and the OWRB notifying them of the appropriate action to take according to the mitigation plan.

As part of this project, the OWRB will maintain two in-lake WQDCPs. These WQDCPs will be maintained by the OWRB using the same protocol and time frames as the rest of this project. The OWRB will capture data from these WQDCPs for the GRDA. This data will be hosted on the OWRB's AQUARIUS™ Time-Series Database (Aquatic Informatics, 2016).

### **Maintain and Describe a Long-term Record of Condition (Objective 3)**

All project data are regularly analyzed to maintain a long-term record of water quality condition at each lake and tailrace. Data are analyzed from a WQ standards perspective. Dissolved oxygen is addressed in two places in Oklahoma Administrative statutes-- Oklahoma Administrative Code (OAC) Chapter 730 "Oklahoma Water Quality Standards" and OAC Chapter 740 "Implementation of Oklahoma's Water Quality Standards" (Department of Environmental Quality, 2022). Compliance language for these sites can be found in Section 4.0 of "Pensacola and Kerr Dams Downstream DO Compliance and DO Monitoring Plan" (GRDA, 2008). Results are included in an annual monitoring report which will encompass all project activities. For a full understanding of analyses procedures, please refer to the most recent monitoring report (GRDA, 2024).

These analyses and reports are useful in several ways. Primarily, they provide an annual snapshot of condition. The year-end reports provide not only a graphical display of the data, but a year-end analysis of compliance and implementation. Second, data are analyzed over the period of record. These analyses are used to determine impairment

status and to visualize long-term trends. Lastly, data are directly used to develop defensible, data-driven adaptive management plans.

#### **Analysis and Reporting for Current Mitigation Activities (Objective 5)**

Beginning in 2011-2012 a mitigation scenario was implemented in accordance with Article 403 of the Federal Energy Regulatory Commission's (FERC) License for the Pensacola Project (FERC No. 1494) and the Markham Ferry Project (FERC No. 2183) to address the low DO conditions that exist during the summer months. This included pulsing aerated water from the turbines at Pensacola Dam and 350 cubic feet per second release from the Tainter gates at Kerr Dam. A yearly report will be provided for mitigation activities and an analysis of mitigation plan effects for both the Pensacola Project and the Markham Ferry Project. Additionally, all data for those projects will be provided in a digital format to GRDA. Prior to assessing additional mitigation plans that may help comply with state standards, OWRB and GRDA believe a better understanding of the physio-chemical relationships between power generation and lake stratification are needed. The relationship between the profiler data and generation may help determine trends in the tailrace and hypolimnetic DO. These relationships will be outlined in the annual report.

Figure 1. Pensacola Stations

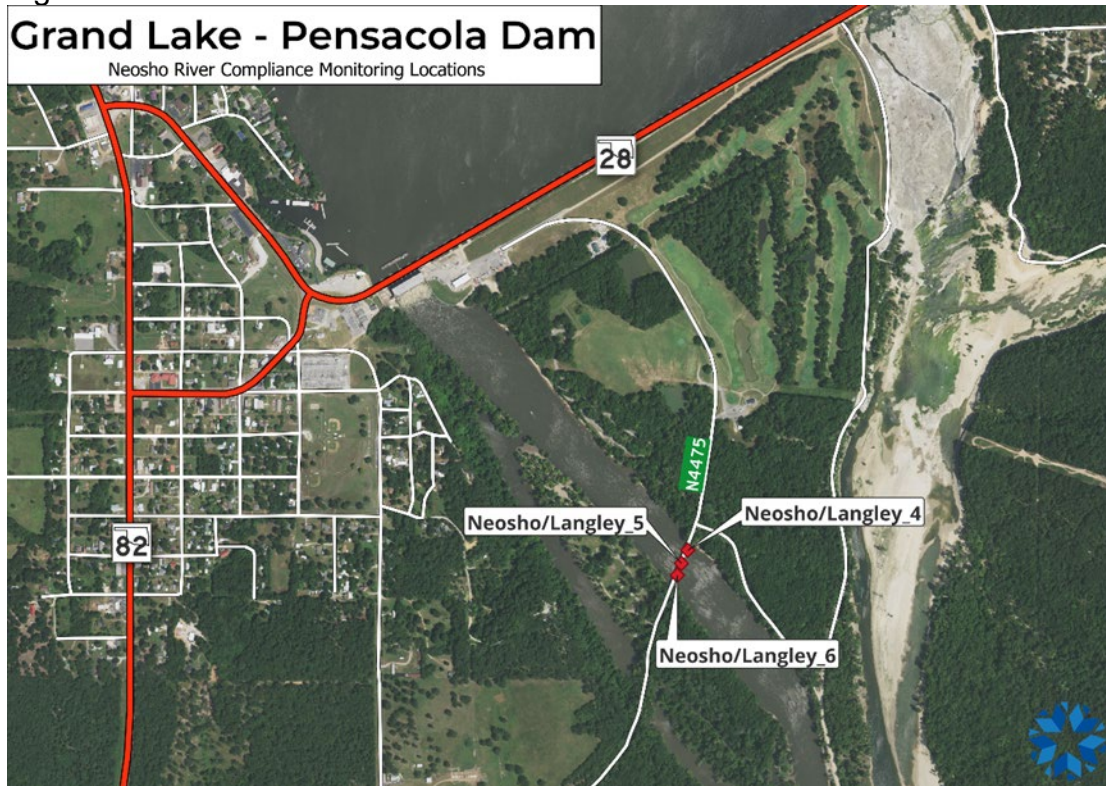


Figure 2. Markham Ferry Stations

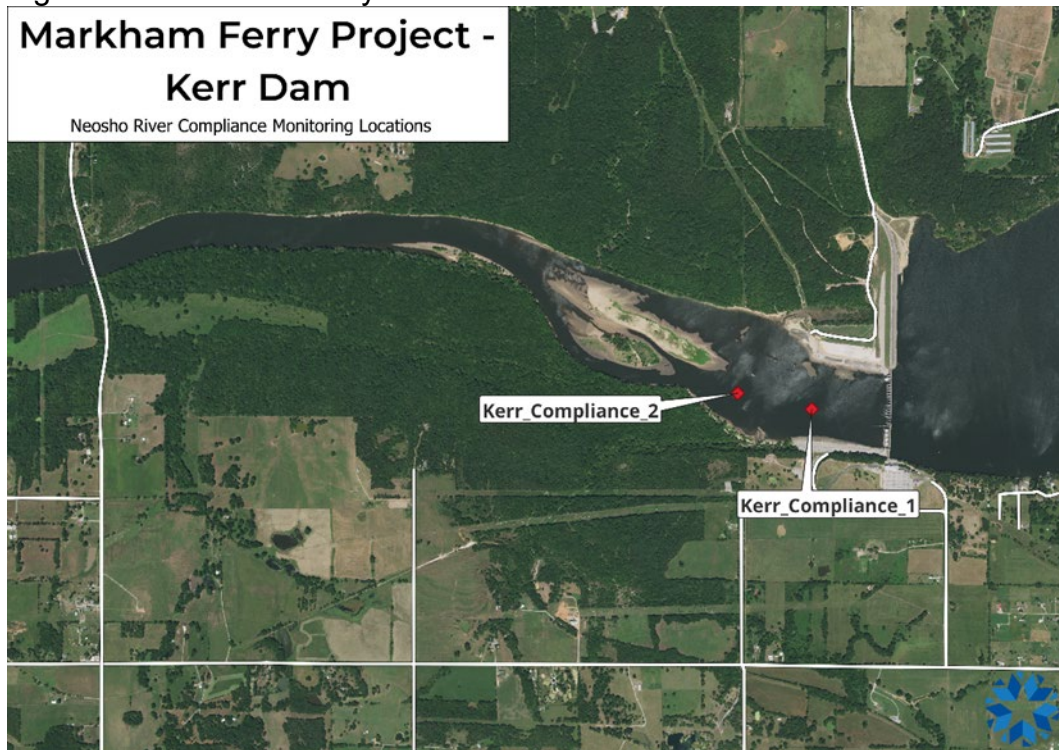


Table 1. Projects Sites, Descriptions, and Locations

Project	Site	Location	Description
Pensacola	Horse Creek 1	In Lake	WQ Buoy
Pensacola	Horse Creek 2	In Lake	WQ Buoy
Pensacola	Horse Creek 3 <sup>1</sup>	In Lake	WQ Buoy
Pensacola	Neosho/Langley_4	County Road Bridge (950 meters downstream), Left Edge of Water	WQ Sonde in HDPE tube
Pensacola	Neosho/Langley_5	County Road Bridge (950 meters downstream), Center Channel	WQ Sonde in HDPE tube
Pensacola	Neosho/Langley_6	County Road Bridge (950 meters downstream), Right Edge of Water	WQ Sonde in HDPE tube
Markham Ferry	Kerr Compliance_1	Center Channel, 375 meters downstream of the dam	WQ Buoy
Markham Ferry	Kerr Compliance_2	Center Channel, 750 meters downstream of the dam	WQ Buoy

<sup>1</sup>Horse Creek 3 is currently inactive.

Table 2. Plan Milestone Dates

Task	Beginning Date	Expected Ending Date
Plan Implementation	July 1, 2025	N/A
Data Collection	July 1, 2025	June 30, 2026
Data Analysis and Report Creation	July 1, 2025	December 15, 2025
Draft Report for GRDA Review	December 15, 2025	January 15, 2026
Final Report due to FERC	February 15, 2026	March 15, 2026

Table 3. General Project Budget

PROJECT BUDGET						
Personnel				Person Yrs.		Expenditure
1	Environmental Programs Manager III			0.20		\$ 19,100
1	Environmental Programs Specialist IV			0.45		\$ 30,936
1	Environmental Programs Specialist II			0.40		\$ 20,800
		Total Person Years =		1.05	Sub-total =	\$ 70,836
Benefits						
	32.00% of Salary for Fringe Benefits					\$ 22,668
	46.00% of Salary for Indirect Costs					\$ 32,585
Lodging & Per Diem						
	Travel & Per Diem (Per State Travel Act)					\$ 5,936
Equipment						
	Water Quality Monitoring Field Equipment					\$ 5,000
				Equipment Sub-total =	\$	5,000
Emergency Equipment*						
	Equipment Replacement Fund					\$ 50,000
Supplies						
	Project Supplies and Materials					\$ 5,655
	Data Processing Materials					\$ 25,698
				Supplies Sub-total =	\$	31,353
TOTAL PROJECT COST = \$ 218,378						
*Equipment replacement fund only to be used with consent from both parties in the event of equipment loss or catastrophic failure						



**AGENDA ITEM 3D(4)**  
**DATA SHARING AGREEMENT**

**WITH:** Oklahoma Medical Marijuana Authority (OMMA)

**PURPOSE:** To allow confidential data to be transmitted between the OWRB and the OMMA for the purposes of licensing information from OMMA

**AMOUNT:**

**TERM:** July 1, 2025 through December 31, 2025.

## **DATA SHARING AGREEMENT**

This Data Sharing Agreement ("Agreement") is effective this \_\_\_\_ day of June, 2025, ("Effective Date") between the State of Oklahoma, ex rel., the Oklahoma Medical Marijuana Authority ("OMMA") and the Oklahoma Water Resources Board ("OWRB" or "Partner"), sometimes collectively referred to as "Parties".

### **I. OBJECTIVE:**

To allow confidential data, as listed in Appendix A attached hereto and incorporated herein by reference ("Data"), to be transmitted between the Parties or one of them to the other solely by authorized personnel or other persons as authorized by Oklahoma or federal law or regulation and solely for the purposes identified in this Agreement in a manner that protects the Data and information.

### **II. SCOPE:**

This Agreement establishes the Parties' responsibilities related to the exchange of Data between the Parties and all access to, use and/or re-disclosure of the Data by the Parties. This Agreement applies only to the Parties' exchange of specific Data to the other Parties to the minimum extent necessary to accomplish the Purposes as set forth above. The specific Data elements exchanged by the Parties and the proper use procedures for the Data exchange are attached hereto as Appendix A. Data exchanged will only be used for the identified purpose and scope of this Agreement. A new Agreement will be executed should the scope or purpose of this Agreement be materially changed or if a similar agreement is created regardless of whether the same Data elements and/or parties are involved. A material change includes alterations associated with (1) the cost to OMMA; (2) the intended recipient or storage location of the data; (3) duties and responsibilities of either party; and (4) the use of the data. The Party on whose computerized system the Data originally resides owns and controls the Party's Data and shall always have sole discretion to determine which Data may be shared and with which Parties, or to cease sharing Data. Each Party shall be the sole determiner of the rights of access to specific Data elements by another Party and shall make those determinations based in part on applicable confidentiality laws and requirements as set forth in this Agreement, attached hereto and incorporated herein by reference. However, any Party may deny access to any or all Data elements without explanation to the requesting Party.

### **III. TERMS:**

- A. **Term of Agreement.** Both Parties are in agreement that this Agreement shall be in effect as of the date described above and will end December 31, 2025. This Agreement will be automatically renewed for one-year terms under the same terms and conditions until otherwise terminated pursuant to section III(B).
- B. **Termination of Agreement.** This Agreement may be terminated upon sixty (60) days written notice by either party. However, Parties agree to attempt to negotiate, in good faith, any new terms necessary to continue the contractual relationship between parties prior to termination.

- C. **Controlling Regulations and Laws.** Each Party hereto understands that provision of access to and use of Data pursuant to this Agreement is subject to the laws and regulations of the United States and the State of Oklahoma. The Parties further agree that the list of confidentiality, privacy, and security laws and regulations set forth in this Agreement is not exhaustive and that each Party is responsible for knowing any laws or regulations which pertain to the subject matter of this Agreement or when additions, deletions or modifications are made to those laws and regulations. The interpretation of such laws and regulations shall be at the sole privilege of OMMA.
- D. **No Rights Created.** This Agreement does not and shall not be construed to create any rights, substantive or procedural, enforceable at law or in equity by any person or Party in any matter, civil or criminal, or to attempt modification of any law or regulation.
- E. **Liability.** To the extent allowed by law, each party hereto is responsible for its own acts or omissions under this Agreement and for compliance with laws and regulations in the provision of its own Data to the Partner and in the use of Data received from the Partner. The Parties retain all defenses, including immunities, available under applicable federal or Oklahoma laws. OMMA is subject to the Oklahoma Governmental Tort Claims Act. No Party hereto agrees to insure, defend, or indemnify the other party. In the case of a HIPAA data breach, if the Partner fails to remedy any breach or violation of this Agreement to the satisfaction of OMMA and if termination of the Agreement is not feasible, OMMA shall report the Partner's breach or violation to the OMMA HIPAA Privacy Officer and the Partner agrees, to the extent allowed by law, that it shall not have or make any claims against OMMA with respect to such report(s). No Party to this Agreement certifies the accuracy of the Data provided to the Parties, and no Party shall be obligated in any way to change its Data collection and processing for the benefit of the other party. Each Party disclosing, using, or re-disclosing Data pursuant to this Agreement is responsible for complying with the applicable Oklahoma and federal confidentiality requirements regarding that Party's activity.

#### IV. RESPONSIBILITIES

- A. Each Party is responsible for the maintenance of its own data system(s) and has no duty to maintain compatibility with the systems of Partner, unless otherwise agreed.
- B. Each Party will determine which of its staff will have access to the disclosed or shared Data as necessary to carry out its responsibility under this Agreement, and each Party will train its own staff as necessary in the applicable confidentiality laws and regulations.
- C. The Parties shall keep current on changes to applicable laws and regulations, shall update their organization's confidentiality requirements as necessary according to their interpretation of same and their own practices, and, upon service by the other party of this Agreement, the updated requirements will be applicable prospectively ten (10) days after such service unless or until the Parties agree otherwise, but in all cases applicable State or Federal requirements shall apply upon the deadline set for said requirements by law or regulation.

- D. In consideration for the release of said Data, the Parties agree to the following terms and limitations on the use of the Data:

Data shall be used only for the purposes specified by each participating Party, as set forth in Section II and shall not be used or disclosed in an identifiable form for any purpose not set forth in Section II except as required by law. Upon notice, the Parties may immediately suspend furnishing the Data described in this Agreement whenever a determination has been made that any terms of this Agreement or related rule, procedure or policy are violated or reasonably appear to have been violated.

- E. In the event of a breach or default of any of the provisions, obligations or duties set forth in the Agreement, the Parties may exercise any administrative, contractual, equitable or legal remedies available to them without limitation subject to state and federal law. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the Parties retain the right to exercise all remedies mentioned herein. A Party's use of one remedy instead of another shall not be deemed an election of remedies.

## **V. CONFIDENTIALITY AND INFORMATION SECURITY**

- A. Each Party recognizes that the other has and will have OMMA and client information including but not limited to PHI that a reasonable person would understand as being confidential and that needs to be protected from improper disclosure. For the purposes of this Agreement, Partner assures protection of all confidential information. In addition, Partner agrees that any of its employees or agents 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 OMMA, unless otherwise required by law to disclose. Partner will protect the information shared under this Agreement and treat it as confidential. This includes, but is not limited to, total compliance with applicable provisions of the Privacy Act of 1974 (Public Law 93-579), (5 U.S.C.552a).
- B. Parties will perform an audit of information security risk assessment of their own data systems annually, or as often as deemed reasonably appropriate by each entity regarding its own systems.
- C. Parties will disclose any breach of the security of the system related to this Agreement pursuant to 74 O.S. §3113.1 promptly following discovery or notification of the breach in the security of the Data to any person whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay. The disclosure shall also be reported to the point of contact for each Party whose Data is part of the breach. The affected Party must deliver to the appropriate point of contact an initial report of the breach within ten (10) business days of breach discovery. A final report of the breach post-mortem, citing the reason, sources, affected records, and mitigation plans or actions will be delivered as soon as is practical based on the conclusion of the investigation.

- D. Each Party will use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Data it creates, receives, maintains, or transmits.
- E. Depending on the information systems accessed or types of Data provided, Parties may be subject to user background checks and may be required to complete certain request forms prior to being granted access.
- F. When information is transferred electronically through means such as the Internet, information will be encrypted, and transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of identifiable information.

## **VI. POINTS OF CONTACT**

Points of contact for each of the Parties hereto are set forth below and shall be kept current by each Party. Each Party shall provide contact persons for policy and procedural questions as well as parties for consultation regarding technical issues in transferring, using, or duplicating shared data.

**OMMA:** Office of the General Counsel  
Oklahoma Medical Marijuana Authority  
P.O. Box 262266, Oklahoma City, OK 73126-2266  
(405) 290-8412

**OWRB:** Office of General Counsel  
Oklahoma Water Resources Board  
3800 N. Classen Blvd. Oklahoma City, OK 73118  
(405) 530-8800

## **VII. MODIFICATION AND TERMINATION**

This Agreement may be modified at any time by written mutual agreement of the Parties and may be terminated by any Party hereto upon sixty (60) day written notice by the terminating Party to the remaining Party. If any other data sets are to be added or any of these are to be removed, then the procedures contained in this section governing modification of this Agreement are to be followed. Additionally, the Parties agree to mutually consider renegotiation or modification of the Agreement in lieu of termination if the reason for termination can be avoided by said modification. Upon termination, the Partner shall either securely destroy or return all Data shared by OMMA as required by applicable law or regulation or according to the written instructions of OMMA and will provide evidence of permanent and unrecoverable destruction at the discretion of OMMA.

## **VIII. MISCELLANEOUS**

- A. This Agreement is not a substitute for any statutory, regulatory or policy obligation a Party may have. Any such obligations a Party may have are still binding on that Party.

- B. All Appendices shall be incorporated by reference into this Agreement and made a part thereof.
- C. The terms and conditions of this Agreement, with Appendices or other Attachments, constitute the full and complete agreement between the Parties. No other verbal or written agreement, by any individual, shall vary or alter any provision of this Agreement in any way unless all Parties consent to vary or alter the provision in writing.

#### **X. RATIFICATION**

Each of the undersigned persons represents and warrants that he/she is expressly and duly authorized to execute this Agreement and to legally bind each Party as set forth in this Agreement.

#### **XI. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed Agreement by facsimile or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement.

#### **XII. EFFECTIVE DATE**

This Agreement shall be effective on the date last signed below.

#### **OKLAHOMA MEDICAL MARIJUANA AUTHORITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **OKLAHOMA WATER RESOURCES BOARD**

By: Thomas A. Gorman

Title: Vice Chairman

Date: \_\_\_\_\_

#### **OKLAHOMA WATER RESOURCES BOARD**

By: Suzanne Landess

Title: Secretary

Date: \_\_\_\_\_

## **APPENDIX A**

### **DATA ELEMENTS & PROPER USE PROCEDURES**

1. Specific Elements to be Disclosed:

OMMA shall provide the following information for all licensed growers and processors:

- License number
- License location (coordinates)
- License type (indoor / outdoor)
- License tier / size
- License status (active, inactive, expired, renewal in process, site closed)
- License holder / owner's name
- Business name
- Business mailing address
- Business email address
- Business phone number

2. Confidential/ Secured Manner of Transmission of Data to receiving Party:

- A. Teams / Sharepoint sites will be used to transmit data between OMMA and OWRB.
- B. Only designated personnel will have access to retrieve requested licensing information from OMMA.
- C. Please contact William Huffman [william.huffman@omes.ok.gov](mailto:william.huffman@omes.ok.gov) for more information and/or to request access to shared data transfer locations within Teams / Sharepoint.

3. Manner and Location for Secure Storage of the Data by the receiving Party:

Data should be stored in a manner compliant with each receiving Party's policy on the storage and protection of confidential information.

If any other data sets are to be added or any of these are to be removed, then the modification procedures set forth in Section VII of this Agreement shall be followed.

**AGENDA ITEM 3D(5)**

**INTERAGENCY CONTRACT**

<b>WITH:</b>	Oklahoma Office of Management & Enterprise Services (OMES), State of Oklahoma contract with IN-SITU, INC.
<b>PURPOSE:</b>	Contract to Supplier for purchase of a Water Level Recorder
<b>AMOUNT</b>	<b>\$94,853.00 per fiscal year (\$184,8533.00 for next 2 fiscal years)</b>
<b>TERM:</b>	July 1, 2025 through December 31, 2025. (with the option to renew for four (4) additional one-year periods)





**OKLAHOMA**  
Office of Management  
& Enterprise Services

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**STATE OF OKLAHOMA CONTRACT WITH IN-SITU, INC.**

This State of Oklahoma Contract ("Contract") is entered into between the State of Oklahoma by and through the Oklahoma Water Resources Board ("State") and In-Situ, Inc. ("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 term of the Contract is one (1) year with the option to renew for four (4) additional one-year periods.

**Purpose**

The State is awarding the Contract to Supplier for the provision of a Water Level Recorder, as more particularly described in certain Contract Documents. 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. Exhibit 1 - Water Level Recorder;
  - 2.4. Exhibit 2 - Pricing Sheet Template;
  - 2.5. Attachment B - Negotiable Terms;
  - 2.6. Attachment C - Agency Terms;
  - 2.7. Attachment D - Reserved;
  - 2.8. Attachment E1 -Pricing; and
  - 2.9. 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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 :

IN-SITU, INC.

By:

Name:

Title

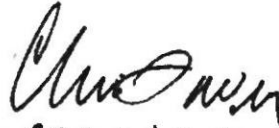
Date:

By:

Name

Title

Date:



CHRIS LOWREY

SR DIRECTOR OF SALES

JUNE 2, 2025

The State Purchasing Director is signing solely to ensure state agency compliance with 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. EV00000671

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded on behalf of Oklahoma Water Resources Board by and through 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 from potential Suppliers to provide a contract for the purchase of **Water Level Recorder**. A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.<sup>1</sup>

The Contract is awarded on behalf of Oklahoma Water Resources Board for Water Level Recorder.

#### 1. Contract Term and Renewal Options:

- 1.1. The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

#### 2. Solicitation Criterion:

- 2.1. The Bid will be evaluated using a lowest and best criterion, based on the following:
  - 2.1.1. Price
  - 2.1.2. Ability to supply products
  - 2.1.3. Product Acceptability

#### 3. Scope and Description:

- 3.1. The Bid Response must reflect for each requirement on [Exhibit No.1 & 2] whether the requirement is met by an out-of-the-box solution or whether the requirement necessitates customization to the Bidder's proposed solution.
- 3.2. The Bid Response shall show the ability of the Bidder to meet or exceed the following mandatory specifications: [Exhibit 1 & 2]

#### 4. Pricing

- 4.1. Pricing shall be proposed utilizing deliverable-based pricing with proposed milestones and associated payments

OR

- 4.2. Pricing shall be proposed using hourly rates and roles for additional professional services in connection with the Project including, without limitation, maintenance and support

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<sup>1</sup> 74 O.S. 85.5(G)(3)

services and enhancement services to the extent not included in a mutually agreed Statement of Work.

OR

4.3. Pricing shall be proposed with subscription and/or other pricing for post-warranty ongoing maintenance and support.

OR

4.4. Pricing shall be proposed as a single total firm, fixed cost and include all information concerning fees, other costs, and any other information relevant to the total cost.

OR

4.5. Pricing shall be proposed as a detailed hourly breakdown showing the Supplier staffing roles necessary to complete the work; the number of hours to be worked by each role; the hourly rate for each role and the total hours to be spent on the project.

4.6. Value-added products and/or services within scope of the Acquisition may be included in the Bid.

**5. Executive Summary and Company Information are on Exhibit 01: Executive Summary and Company Information.**

**6. All Technical responses are on Exhibit 01**

**7. The response to pricing shall be proposed using Exhibit 02: Price Template.**

**8. Value-added products and/or services within scope of the Acquisition are to be included in Exhibit 01**

# **ATTACHMENT A1 - 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.

# EXHIBIT 1

## REQUIREMENTS

### **General Requirements**

The Oklahoma Water Resources Board's WATER-Groundwater section maintains a statewide network of recorder wells utilizing In-Situ Level Troll 400, Level Troll 500 and In-Situ Aqua Troll 200 Data Loggers. These wells are widely distributed across the state of Oklahoma. We are replacing some of these sensors while maintaining the existing parts of the deployments (cables, connectors, telemetry, etc.) and expanding the network to include new wells. There are very specific requirements for the section to achieve these goals. The main requirements are that equipment fit within the existing network without the need for extensive development of infrastructure or procedures. This includes swapping and replacing sensors onto existing cables/connectors to maintain the existing network and allowing equipment to be moved between sites as needed. New cabling and connectors must also be able to be deployed to replace damaged equipment. All new equipment must work with telemetry systems already in place and not require the purchase and installation of new equipment. Additionally, new equipment must not require the development of new data flow and maintenance procedures or require new software purchases. To meet these requirements, we believe In-Situ brand or highly comparable equipment is needed. This bid consists of an initial purchase of equipment in Oklahoma's Fiscal Year 2025, with smaller purchases as needed in FY2026 and FY2027. Bids will be scored on the immediate FY2025 equipment needs.

### **Equipment**

- Provide for a minimum of twenty-four (24) In-Situ Level Troll 400 data loggers, five (5) In-Situ Level Troll 500 data loggers, and fifteen (15) Aqua Troll 200 data loggers. If other units are provided, they must meet these units' parameters, accuracy, precision, and deployment needs and be easily adaptable to established data flows. These amounts are stated to allow accurate bidding of pricing, but units should be priced per unit to allow utilization of funds up to the available amount. Determination of the compatibility of units with existing data flows is at the discretion of OWRB.
- The psi range for each unit will be specified and confirmed during the final ordering process and must be independent of the pricing. However, we initially expect all units to be 30 psi.

## EXHIBIT 1 REQUIREMENTS

- Many of these units will be either replacement or standby units for existing installations, so they must be compatible with In-Situ brand rugged twist lock cables which are already deployed in wells.
- All In-Situ or comparable data loggers must have a 0.5 second logging rate, at least a 2MB memory
- All units must have an accuracy of +/- 0.05% full scale or better for pressure/depth, and where relevant must have a +/- 0.5% full scale for conductivity and +/- 0.1 °C for temperature.
- Files must be CSV format.
- Come with a minimum 2-year warranty.
- Come with manufacturer technical support for setup and troubleshooting to ensure successful deployment.
- Not require purchase of new propriety software.
- Consist of all materials needed to deploy, install and maintain the recorder systems other than routine power tools and cables.
- **Some cabling is required for this bid and must be compatible with In-Situ brand rugged twist-lock cables and connectors. All twist-lock connections should be made of titanium. We need both vented and non-vented cables in the ranges of 25-200 ft. Exact lengths are still being determined based on the availability and construction details of new wells. An example of 200 ft length with rugged twist-lock connectors is given for bidding purposes, and prices should be given for each of the vented and non-vented cables. The final distribution of required sizes will be provided during the final ordering process, but the expected purchase amounts will be comparable to fifteen (15) vented and twelve (12) non-vented 200 ft cables.**

The bid shall state the cost per unit for each type of equipment, including all items needed to deploy, install, and maintain units for the stated amounts of data loggers, cables, and connectors. OWRB will utilize the available funds to purchase units depending on unit price and the total amount of the bid.

# EXHIBIT 1

## REQUIREMENTS

### **Delivery Terms**

Bid prices must be FOB destination. All shipping, packaging, handling, and delivery charges must be paid for by the vendor or explicitly stated in the bid. The units must be delivered within 30 days of a written or verbal request by the OWRB. Batch delivery of units is possible, and preferred, if agreed upon with OWRB during the bid process to facilitate delays due to supply chain issues. If allowed, batch sizes and delivery schedule will be at the determination of OWRB. Each batch of units must be delivered within 30 days of a written or verbal request by the OWRB. Each batch of units may be invoiced separately and will be paid in accordance with the provisions of this solicitation. As stated above, cable lengths will be determined prior to final ordering and will likely consist of two orders. Bidders should assume there will be two deliveries of cables once cable lengths are determined.

### **Warranty**

Each item will have a minimum of two-year warranty for parts, labor, and return shipping except for the recorder units which will have the same warranty for three years.

### **Price Increases for Future Fiscal Years**

Prices for FY25 will be set as bid in this solicitation. For FY26-27, it is understood prices may increase due to inflation or supply chain issues. OWRB will review prices in FY26-27 using the bid FY25 base rate with an allowance for up to 20 % price increases over the entire term. OWRB reserves the right to cancel any purchase for price increases it deems excessive or otherwise disagrees with and will only ever purchase up to the available funds in any given fiscal year. During any fiscal year the number of units may be reduced depending on changes in requirements and the availability of funds.

### **Evaluation Criteria**

This bid shall be scored as lowest and best. All solicitation criteria and needed for successful deployment of the system and so are listed below. Any bid not meeting these specifications will not be scored. Bids to meet these criteria will be scored based on the cost per well unit for all equipment and supplies needed for deployment, install, and maintenance of the system.

<b>Attachment A: ITEMS (Please Bid on the Following)</b>	<b>SKU # *</b>	<b>feet per cable</b>	<b>QTY.</b>	<b>Price</b>	<b>Cost</b>
Rugged Twist Lock Cable(Premium Titanium Connectors - 2 year Warranty) Polyurethane, <b>non-vented</b> , 200 feet, no spool. Pricing of cables to allow bid scoring. The final order of cable lengths will be based on actual well specifications, with needed lengths of 25-250 ft.	0052000-01	200	12		0
Rugged Twist Lock Cable(Premium Titanium Connectors - 2 year Warranty) Polyurethane, <b>vented</b> , 200 feet, no spool. Pricing of cables to allow bid scoring. The final order of cable lengths will be based on actual well specifications, with needed lengths of 25-250 ft.	0052000-01	200	15		0
Level Troll 400 (30 PSI)	CFG-LT400DL	N/A	24		0
Level Troll 500 (30 PSI)	CFG-AT200DL	N/A	5		0
Aqua Troll 200 (30 PSI)	CFG-LT500DL	N/A	15		0
Wireless Troll Comm	31240	N/A	2		0
VuLink Lithium Batteries (Set of 3)	0103050	N/A	65		0
VuLink Antenna	0043630	N/A	40		0
Shipping (Freight Estimate)					
<b>Total</b>					<b>\$0.00</b>

## **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 agree 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 back ground 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>





## Terms and Conditions

**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.



## Terms and Conditions

**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](http://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,





## Terms and Conditions

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 Early 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](mailto: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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**ATTACHMENT E1 -  
STATE OF OKLAHOMA CONTRACT WITH In-Situ, Inc.  
FROM SOLICITATION NO. EV00000671  
PRICING SHEET**

<b>Attachment A: ITEMS (Please Bid on the Following)</b>	<b>SKU # *</b>	<b>feet per cable</b>	<b>QTY.</b>	<b>Price</b>	<b>Cost</b>
Rugged Twist Lock Cable(Premium Titanium Connectors - 2 year Warranty) Polyurethane, <b>non-vented</b> , 200 feet, no spool. Pricing of cables to allow bid scoring. The final order of cable lengths will be based on actual well specifications, with needed lengths of 25-250 ft.	0052000-01	200	12	\$868.09	10417.08
Rugged Twist Lock Cable(Premium Titanium Connectors - 2 year Warranty) Polyurethane, <b>vented</b> , 200 feet, no spool. Pricing of cables to allow bid scoring. The final order of cable lengths will be based on actual well specifications, with needed lengths of 25-250 ft.	0052000-01	200	15	\$955.46	14331.87
Level Troll 400 (30 PSI)	CFG-LT400DL	N/A	24	\$862.58	20701.92
Level Troll 500 (30 PSI)	CFG-AT200DL	N/A	5	\$1,283.78	6418.92
Aqua Troll 200 (30 PSI)	CFG-LT500DL	N/A	15	\$1,909.13	28636.92
Wireless Troll Comm	31240	N/A	2	\$547.40	1094.8
VuLink Lithium Batteries (Set of 3)	0103050	N/A	65	\$80.04	5202.6
VuLink Antenna	0043630	N/A	40	\$35.88	1435.2
Shipping (Freight Estimate)					
<b>Total</b>					<b>\$88,239.31</b>

## 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.

#### **I 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;



## **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**

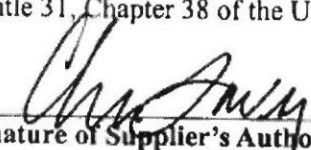
**Required by 31 CFR Part 21**

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

Name

CHRIS LOWERY

Date

5/21/2025

Title

DIRECTOR OF SALES



**AGENDA ITEM 3D(6)**  
**INTERAGENCY CONTRACT**

<b>WITH:</b>	Resilience Solutions Consulting, LLC.
<b>PURPOSE:</b>	Contract for a one-day in person workshop titled “Emergency Action Planning for Dams” In July 2025.
<b>AMOUNT:</b>	<b>\$6,190.00</b>
<b>TERM:</b>	July 2025

## CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services ("Contract") between Resilience Solutions Consulting, LLC (RSC), an independent contractor, ("Contractor"), and the Oklahoma Water Resources Board ("OWRB"), an agency of the State of Oklahoma,

WITNESSETH:

WHEREAS, 27A O.S. § 1-3-101(C) provides that OWRB has the jurisdictional area of environmental responsibility in the State of Oklahoma for, among other things, Dam Safety; and

WHEREAS, funding has become available through the National Dam Safety Program grant administered by U.S. Department of Homeland Security, Federal Emergency Management Agency (Grant No. EMW-2024-GR-05063); and

WHEREAS, to carry out the objectives of the dam safety program, OWRB requires services to develop a one-day Emergency Action Plan (EAP) workshop for the public in Oklahoma entitled "Emergency Action Planning for Dams" (the "Course") to be held in Oklahoma City, Oklahoma in July 2025; and

WHEREAS, Contractor currently employs Preston W. Wilson, Sr., C.E.M ("Wilson") and Nicholas Sleptzoff ("Sleptzoff"). Wilson is a Civil Engineer with over 20 years of federal experience, including a pivotal role as Training Manager for FEMA's National Dam Safety Program. Sleptzoff is an emergency management expert with over 50 years of experience, including roles as a local emergency manager and FEMA Emergency Management Specialist at the National Integration Center; and

WHEREAS, Contractor and OWRB are agreeable to entering into this Contract whereby OWRB will obtain the services of Wilson and Sleptzoff from Contractor upon the terms which follow; and

WHEREAS, this Contract is authorized by 82 O.S. § 1085.2.

NOW, THEREFORE, IT IS AGREED by and between Contractor and OWRB as follows:

1. SERVICES TO BE PROVIDED BY CONTRACTOR. Contractor shall perform the tasks identified in the "Oklahoma Water Resources Board" proposal ("Attachment 1"). The workshop is scheduled for July 2025, in Oklahoma City, Oklahoma. Contractor shall perform the tasks listed timely, in the form and manner set forth herein, and in a professionally acceptable manner. The Contractor shall provide all services and necessary personnel, materials, equipment and facilities required to complete the tasks described in Attachment 1.

2. OBLIGATIONS OF OWRB. If necessary, to perform the assignments given to Wilson and Sleptzoff, OWRB shall ensure that all necessary approvals and authorizations are obtained to facilitate the workshop, including securing the venue and coordinating with participants.

3. COMPENSATION TO CONTRACTOR.

a. Compensation for Services. For all services performed by Contractor under this Contract, OWRB shall pay to Contractor a total fee of Six Thousand One Hundred Ninety and 00/100 Dollars (\$6,190.00).

b. Reimbursement for actual, necessary expenses. Whenever approved by the Chief of the Engineering and Planning Division or his designee in advance of the travel and incurring of expenses, Contractor shall also be reimbursed for (i) Contractor's out-of-pocket expenses incurred in travel necessary for Contractor's performance under this Contract, as limited by and in accordance with the State Travel Reimbursement Act, 74 O.S. § 500.1 et seq., and (ii) to the extent authorized and permitted by state law including but not limited to 74 O.S. § 500.9A, Contractor's other actual out-of-pocket expenses necessary for Contractor's performance under this Contract, which shall not exceed Six Thousand One Hundred Ninety and 00/100 Dollars (\$6,190.00) per event or occurrence. This amount is inclusive of all fees, expenses, and out-of-pocket costs associated with the performance of this Contract.

c. Limit on compensation and reimbursement. Notwithstanding any other provision of this paragraph 3, the total amount paid to Contractor under this Contract, including any and all amounts as compensation for services and reimbursement for travel and other necessary expenses, shall not exceed Six Thousand One Hundred Ninety and 00/100 Dollars (\$6,190). As an employee of an independent contractor, Wilson and Sleptzoff shall not receive nor be entitled to any benefits accorded to employees of the state, or any pay in lieu of benefits.

d. Invoices; payment procedure. On or before August 31, 2025, Contractor shall submit an invoice to OWRB for services performed and expenses incurred which are attributable to the Course. The invoice shall be in form and content acceptable to the OWRB; among other requirements, the invoice shall contain information about dates and hours worked and a general description of the services provided. If the invoice is unacceptable to OWRB, OWRB shall return the invoice to Contractor with the reason for rejection of the invoice.

e. Compensation and reimbursement subject to appropriation of funds. It is understood and agreed that funding for this Contract depends upon and is subject to State and/or Federal appropriations. In the event funds to finance this Contract become unavailable, either in full or in part, for whatever reason as determined by OWRB, OWRB may unilaterally terminate the Contract or reduce the consideration upon notice in writing to the Contractor. OWRB 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 Contractor will be paid for production or services provided up to the effective date of termination.

4. TERM OF CONTRACT. This Contract shall become effective when all necessary signatures and approvals are obtained and shall be in full force and effect until August 31, 2025, unless terminated earlier as provided herein. This Contract may be amended, extended or renewed upon mutual agreement of the parties. OWRB and Contractor further agree that this Contract may be terminated at any time during its term by mutual agreement of the parties to terminate or may

be terminated unilaterally by either party upon thirty (30) days advance written notice of termination by the terminating party to the other party.

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5. **INDEPENDENT CONTRACTOR STATUS.** For all purposes, Contractor is an independent contractor, and Wilson and Sleptzoff are employees of Contractor. It is expressly understood and intended that neither Contractor nor Wilson and Sleptzoff are, nor shall be, an employee of OWRB for any purpose. OWRB will not provide Contractor or Wilson and Sleptzoff with worker's compensation coverage. OWRB will not provide to Contractor nor Wilson and Sleptzoff any benefits that are accorded to state employees, whether full time employees, temporary employees, seasonal employees or other categories of employees recognized by the Oklahoma Personnel Act or otherwise by any court cases. Contractor is solely responsible for the payment of any required State and Federal income or other taxes, periodic withholding thereof, and all other liabilities of independent contractors, including but not limited to the payment of workers compensation insurance, other taxes, Social Security payments and adjustments relating to retirement benefits. Neither Contractor nor Wilson and Sleptzoff are authorized to operate any motor vehicle of the State, and Wilson and Sleptzoff may ride in a motor vehicle of the State only as necessary to provide the services set forth in this Contract. Contractor shall have the right to control and determine the method and means of performing the services described in paragraph 1 above; OWRB shall not have the right to control or determine such method or means. Contractor retains the right to perform services for other parties.

6. **AUDIT.** Contractor agrees that all records and other items of the Contractor relating to Contractor's professional services under this Contract shall be subject to examination by OWRB, the State Purchasing Director of the Central Purchasing Division of the Office of Management and Enterprise Services, and the State Auditor and Inspector of the State of Oklahoma. Access to such items shall be made available during reasonable business hours to any proper representative of these agencies or officials for inspection, copying and audit purposes. The term "records" includes books, documents, accounting procedures and practices, claims, and other data regardless of type whether in written form, computer data, or other form of Contractor relating to this Contract. Contractor shall maintain accurate records and documentation of all expenditures of time and resources in fulfilling its obligations under this Contract and shall retain all records relative to this Contract for a period of time not less than three (3) years following completion and/or termination of this Contract. If an audit, litigation or other action involving the records is commenced before the end of the foregoing three (3) year period, then the records shall be maintained for three (3) years after 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.

7. **CONTRACT SUBJECT TO OKLAHOMA LAW AND APPROVING AUTHORITIES; SEVERABILITY.** This Contract shall be governed by and subject to the laws of the State of Oklahoma. The terms and conditions stated in any corresponding state purchasing and acquisition documentation, Purchase Order, and approval of any necessary authorities, are incorporated by reference herein and made a part hereof. If any provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

AGREED to by the parties on the dates specified below.

RESILIENCE SOLUTIONS CONSULTING, LLC

*Preston Wilson* 03/06/2025  
Preston Wilson, President CEO Date

OKLAHOMA WATER RESOURCES BOARD ATTEST:

\_\_\_\_\_  
Thomas Gorman Date  
Vice-Chair

\_\_\_\_\_  
Suzanne Landess Date  
Secretary

(SEAL)



## EXECUTIVE SUMMARY

Resilience Solutions Consulting, LLC (RSC), a Minority Business Enterprise (MBE) Program, the Disadvantaged Business Enterprise (DBE) Program, and the Small Business Enterprise (SBE) Program through the state of Maryland and Minority Business Enterprise (MBE) through the Capital Region Minority Supplier Development Council, is excited to present this proposal to collaborate with the Oklahoma Water Resources Board (OWRB) to develop and deliver a one day dam Emergency Action Planning workshop. At RSC, we see planning as an ongoing process, not just a document. Our interactive Dam Emergency Action Planning (EAP) workshops go beyond the basics—empowering participants to understand each component, actively engage in the process, and create actionable plans.

With a focus on stakeholder collaboration and building community resilience, our workshops ensure you're not just prepared but confident in tackling emergencies. Led by seasoned experts with years of experience, we deliver practical, hands-on sessions designed to help dam owners and stakeholders work together effectively.

RSC is uniquely qualified to support OWRB (but not limited to) the following activities:

1. RSC, in partnership with the OWRB, will design a tailored framework outline to an impactful workshop on Oklahoma's dam Emergency Plan (EAP) process. This hands-on session will focus on strengthening stakeholder collaboration, building community resilience, and delivering practical, ready-to-use strategies.
2. RSC, in partnership with the OWRB, will develop an engaging and interactive workshop to equip participants with the essentials of the Emergency Action Planning Process. Through hands-on activities, compelling videos, and visually rich slide decks, attendees will gain practical skills to effectively plan and respond to emergencies.
3. RSC will provide two experienced facilitators to lead the dynamic EAP workshop and activities. These sessions are designed to actively engage stakeholders, build community resilience, and prepare participants with actionable strategies. Our expert team ensures a highly interactive and impactful learning experience tailored to your needs.
4. Additionally, RSC will support OWRB in key logistical tasks, including creating an event flyer, helping OWRB secure the venue, lunch and sharing event details with participants, ensuring a seamless and impactful training experience.
5. RSC values participant feedback as a crucial part of enhancing future workshops. To wrap up the learning experience, we will distribute a concise survey to gather insights on improving the process. Additionally, all attendees will receive certificates of completion to commemorate their engagement and learning.

With extensive experience working alongside FEMA, the National Dam Safety Program, and the National Integration Center Technical Assistance Program, the RSC Team deeply understands the complexities and requirements of training and emergency preparedness exercises. This expertise positions us to effectively support OWRB in implementing activities that will enhance organizational readiness and resilience.



Our team specializes in dam Emergency Action Plans and has collaborated with numerous U.S. localities to refine our approach.

RSC's expertise is well-recognized, having served as a planning resource for FEMA and local governments. Our extensive portfolio includes developing essential documents and training materials like the Comprehensive Preparedness Guide 101 and the Emergency Operations Planning: Dam Incident Planning Guide. With a collective experience of over 100 years, the RSC Team offers specialized emergency management services that drive tangible improvements for their clients' objectives and successes. RSC is committed to increasing community capacity to withstand risks and hazards during emergency situations. They provide organizational, municipal, state, and federal agencies with tools to enhance incident preparedness. Countless US communities and organizations are vulnerable to threats and hazards but lack appropriate preparation. This can be overwhelming for organizations that do not know where to turn for assistance. RSC is dedicated to empowering US communities to become more resilient in the face of significant risks and hazards. By collaborating with local officials and state governments, we fill gaps in existing emergency plans to ensure that organizations are well-prepared for any situation that may arise.

The RSC Team believes that our clients deserve the highest quality of service. At RSC, we are results-oriented while striving for excellence. RSC is an ethically driven small business that never jeopardizes quality, customer support, or our obligations to our clients' missions.

What follows are the differentiators that the RSC Team can offer OWRB:

- The RSC Team is highly experienced and proficient in the tasks, processes, and deliverables. We are prepared to commence work on developing the workshop promptly with minimal transition time.
- Leveraging over 100 years of combined experience, the RSC Team excels in dam safety emergency planning, captivating audiences with stimulating conversations, interactive events, specialized stakeholder training, and innovative marketing campaigns. Our deep understanding of requirements, mastery of best practices, and unique perspective guarantee a significant return on your investment.
- Our proposed Project Manager, Preston Wilson, holds a bachelor's degree in civil engineering and a Certified Emergency Manager (CEM) designation. He adeptly handled a comparable workload for numerous stakeholders during his tenure at FEMA.
- At RSC, we strategically focus on our client's long-term needs. We are dedicated to fostering innovation through process enhancements and program initiatives, seizing opportunities as they emerge. Our agility enables us to adapt quickly to the rapidly evolving digital landscape.





## OVERVIEW

The RSC team recognizes that each client is unique and therefore requires a specific approach to encourage a safer, less vulnerable environment capable of handling potential hazards and disasters. By coordinating and integrating activities, the team can assist in developing organizational capacity and capabilities so that clients are better prepared to respond, recover, or mitigate both natural and man-made disasters. RSC is excited to offer the OWRB the tools and resources to build and improve their organizations in the presence of adversity.

## TECHNICAL PROPOSAL

### Project Management

RSC will offer expert project management services to ensure the successful outcome of your project. We will skillfully manage the schedule, budget, and deliverables to achieve optimal results. The project management activities will encompass the following:

- **Project Progress and Performance Reporting:** This involves the development and delivery of a detailed Project Work Plan, regular conference calls, written status reports, monthly progress reports, and diligent support for information requests.
- **Budgeting and Reporting:** This includes reporting the budget status along with routine monthly progress reports and maintaining well-organized records of invoices, supporting documentation, and progress reports.
- **Partner Agency Management:** This encompasses effectively managing and monitoring the performance of partner organizations, or other stakeholders. The goal is to ensure that they meet the objectives defined in the Project Work Plan, including technical performance, active participation in project status meetings, and valuable input to project status reports.
- **Meeting Management and Logistical Support:** Providing necessary support to clients in organizing and facilitating meetings, this includes preparing agendas, sending invitations, and providing supporting materials for the meetings.
- **Quality Control and Assurance:** This crucial aspect involves maintaining the desired level of quality in the service or product throughout the entire delivery or production process.

We are committed to ensuring the success of the project through effective management, open communication, and thorough attention to quality at every stage.





### **Development of framework and outline of EAP workshop.**

The RSC team recognizes that each state has unique needs, and our workshop is specifically tailored to address the distinct requirements of Oklahoma. To ensure the workshop targets these needs effectively, the RSC team will facilitate a 1-hour virtual scoping meeting with the OWRB. This session will focus on identifying key challenges, assessing current progress, and creating a workshop that aligns with the unique needs of the Oklahoma communities.

Discussions will include understanding the audience's specific needs, emphasizing why EAPs are critical, breaking down the main components of effective EAPs, exploring how EAPs integrate into the broader Emergency Planning Process, and providing resources and tools designed to create and maintain successful EAPs. This state-focused approach ensures the workshop delivers practical, actionable insights tailored for Oklahoma's communities.

After this meeting the RSC will produce a framework and outline for the EAP workshop tailored to the needs of the attended audience and submitted to OWRB for approval.

### **Development of workshop.**

Once the Outline is complete, RSC will proceed with developing the visuals and activities for the workshop. Here's an overview of the planned approach:

#### **1. Visual Aids**

- A combination of visually engaging PowerPoint presentations designed to capture audience attention.
- Videos, both in-house and externally sourced, to complement the learning experience.

#### **2. Interactive Activities**

- Hands-on exercises to ensure attendees not only absorb the material but actively participate in the planning process.
- Activities specifically aimed at helping participants create effective dam emergency action plans tailored for their communities and stakeholders.

#### **3. Approval Process**

- All visual aids will be finalized and submitted to the OWRB for concurrence and approval before use.

This structured approach is designed to enhance learning outcomes and foster meaningful engagement during the workshop.



### **Facilitate the workshop**

The Emergency Action Planning workshop will be led by two exceptional facilitators, Preston W. Wilson, CEM, and Nick Sleptzoff. Both bring a wealth of expertise and experience to the table, ensuring an engaging and insightful session. In addition, specific elements of the workshop may be chosen to be led by local subject matter experts.

What sets this workshop apart is its interactive learning approach. Our facilitators focus on fostering a collaborative environment where participants can share their experiences, learn from one another, and gain practical insights. By encouraging open dialogue and active participation, the workshop ensures a richer learning experience for everyone involved.

### **MEET RSC KEY STAFF**

#### **Preston W. Wilson Sr. C.E.M.**



Preston will serve as the Project Manager and Subject Matter Expert for this initiative, bringing a wealth of experience and expertise in emergency response and infrastructure safety.

Previously, Preston held a pivotal role in FEMA's National Dam Safety Program as a Civil Engineer, where he spearheaded the Training and Technical Assistance Program nationwide. He has provided dam safety training to practitioners across the country, focusing on FEMA 64 Federal Guidelines for Dam Safety Emergency Action Planning. Preston was also a key contributor to FEMA's Dam Incident Annex Planning Guide and has led national teams to advance Dam Emergency Action Planning initiatives.

Preston's extensive experience extends beyond dam safety. From 2012 to 2015, he led FEMA's Debris Program at Public Assistance (PA) headquarters in Washington, DC. During this time, he instructed the FEMA K0202 Debris Management Planning Course for state, tribal, territorial, and local officials and



served as a Debris Task Force Lead during major storm responses, including Hurricane Sandy, Irma, and Ike. Additionally, Preston played a significant role in shaping FEMA's debris management policy.

From 2002 to 2005, Preston contributed his expertise as a Transportation Engineer with the Federal Highway Administration in the Florida Division and the Eastern Federal Lands Highway Division, where he managed federal aid highway programs for disaster-impacted transportation infrastructure.

With his deep knowledge and proven leadership in both dam safety and disaster response, Preston is well-equipped to guide this project to success.

### **Nicholas Sleptzoff**



Nick will serve as our Emergency Planning subject matter expert. Nick brings unparalleled expertise to this project, backed by over 50 years of experience in emergency management. He has served as both a local emergency manager and a FEMA emergency management specialist at the FEMA National Integration Center. Notably, Nick contributed to the development of the National Incident Management System (NIMS) and played a key role in crafting FEMA's Comprehensive Planning Guide 101.

Through FEMA's Technical Assistance Program, Nick has collaborated with communities nationwide on critical initiatives, including evacuation planning, shelter-in-place strategies, debris management, and response planning for dam-related emergencies. His extensive knowledge and hands-on experience will be invaluable in supporting OWRB's emergency management efforts, ensuring a comprehensive and effective approach to preparedness and resilience.



### **Support OWRB in key logistical tasks**

The RSC team will collaborate with the OWRB to design and distribute event flyers, ensuring they adhere to OWRB's established standards. RSC will also work closely with OWRB to ensure the workshop's success by managing logistics effectively. This includes providing electronic or printed workbooks, presentation copies, and other resources to participants.

While tasks such as securing a venue and arranging lunch fall outside RSC's scope of responsibilities, the team will include these on a checklist to ensure no details are overlooked, contributing to the smooth execution of a successful workshop.

### **Feedback and Certificates.**

Participant feedback is essential to refining and enhancing future RSC workshops. To conclude the learning experience, attendees will be invited to complete a brief survey aimed at gathering valuable insights for improving our delivery methods. This feedback will also assist the OWRB in identifying areas of strength and opportunities for enhancing the workshop in future years.

Additionally, all participants will be awarded certificates of completion as a recognition of their engagement and commitment to the one-day workshop on developing the dam Emergency Action Planning process.

### ***Schedule of Deliverables***

<b>Phase</b>	<b>Products and Services</b>
Development of Framework/Outline	Framework and Outline for 1 day EAP workshop
Development of Workshop	Visuals including PowerPoint presentation/videos/activities
Workshop Facilitation	Facilitate One Day workshop
Logistic Development	Flyers/ Workshop material
Feedback and Certificates	Surveys/Certificates



## PRICE PROPOSAL

Please find our cost summary below. The total price is \$ 6,190.

### *Cost Summary*

Cost Summary			
	Description	Quantity	Total Price
1	Development of Outline and Material	1	\$2,470
2	Conduct	1	\$1,520
4	Other Direct Cost/Travel	1	\$2,200
		<b>TOTAL</b>	<b>\$6,190</b>

## CONCLUSION

The RSC Team is confident in our ability to navigate the challenges ahead and embrace the chance to provide a great dam emergency action planning workshop. A combination of our differentiators, specialized tools, and techniques, as well as the exceptional level of experienced talent proposed positions RSC to not only meet but also exceed all the goals outlined in this SOW. We thank you for the opportunity.

**AGENDA ITEM 3D(7)**

**INTERAGENCY CONTRACT**

<b>WITH:</b>	FEMA, State of Oklahoma Department of Emergency Management
<b>PURPOSE:</b>	Support the Hazard Mitigation Grant Program
<b>AMOUNT:</b>	Not to Exceed \$750,000.00
<b>TERM:</b>	July 1, 2025 through June 30, 2026



**HAZARD MITIGATION ASSISTANCE GRANT  
STATE AND LOCAL AGREEMENT**

**Between**

**STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT**

**And**

**OKLAHOMA WATER RESOURCES BOARD,  
OKLAHOMA**

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**(Local Applicant)**



This agreement between the State of Oklahoma Emergency Management (OEM), and the Oklahoma Water Resources Board, shall apply to all Hazard Mitigation Assistance funds. These funds are provided through or by the State of Oklahoma pursuant in the amount specified on the obligating document, to support the Hazard Mitigation Grant Program, authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq.

## EXECUTION OF THE AGREEMENT

### SIGNATURE AUTHORITY

1. Because your request for Hazard Mitigation Assistance (HMA) Grant funding has been approved, it is now necessary for you, as the Subgrantee/Subrecipient, to enter into the attached Agreement with the Oklahoma Emergency Management (OEM), hereafter referred to as the Grantee/Recipient. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Sub grantee/Sub recipient must be attached to the Agreement for review by OEM.
  - a. **Corporation:** the Chair of the Board of Directors or President;
  - b. **City:** the Mayor, City Manager, or Town Administrator
  - c. **County:** the Chairman of the Board of County Commissioners
  - d. **School Board:** the Superintendent
  - e. **Fire District:** the District Chief
  - f. **Special Districts:** the Executive Director
  - g. **Institution of Higher Education:** the President of the institution
  - h. **Charter School:** the Chair of the Board of Directors
  - i. **County Sheriff's Office:** the Sheriff
  - j. **State Agencies:** the Director or Deputy Director of the agency
  - k. **All other Sub grantee/Sub recipients:** the Chief Executive Officer of the entity.

### The Sub-recipient certifies and acknowledges that:

1. The State of Oklahoma has legal authority to apply for Hazard Mitigation Assistance funding on behalf of the Sub-recipient.
2. The Sub-recipient must use hazard mitigation assistance funds solely for the purposes as stated in the approved project award, provided scope of work, schedule, costs and overall project goals approved by the Federal Emergency Management Agency (FEMA) and the State.

3. The Sub-recipient is aware of and will be responsible for the cost-sharing requirements of federal and state hazard mitigation assistance, specifically, federal assistance is limited to no more than 75% of eligible expenditures.
4. Hazard Mitigation Assistance includes but is not limited to the following: Building Resilient Infrastructure and Communities, Pre-Disaster Mitigation, Flood Mitigation Assistance, and the Hazard Mitigation Grant Programs. Additional hazard mitigation grant programs may be available later for assistance requests and may be covered by this agreement.
5. The Sub-recipient will return to the State, within 15 days of such request by the Governors Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Sub-recipient.
6. The Sub-recipient must establish and maintain a proper accounting system to record expenditures of hazard mitigation assistance funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in 2 CFR Part 200.
7. The Sub-recipient is aware all hazard mitigation assistance funding will be provided on a reimbursement basis only and must follow the reimbursement processes established by OEM and FEMA grant guidelines.
8. The Sub-recipient will accurately document the events and expenses incurred in the execution of the hazard mitigation assistance project. All the documentation pertaining to a project shall be filed together with the corresponding grant documentation and be maintained by the Sub-recipient as the permanent record of the project. This process must include all backup and corresponding documentation and be filed with the project. The sub-recipient must provide a copy of the documentation to the State and FEMA for review, reconciliation, claims payment, and archiving upon request.
9. The Sub-recipient's records and supporting documentation relating to claims will be kept for three (3) years after closeout of the award.
10. All records and supporting documentation shall be available for inspection and audit at all reasonable times by the Oklahoma Emergency Management (OEM), Oklahoma Office of the State Auditor and Inspector (SAI) and the US Department of Homeland Security Office of Inspector General (OIG) or other appropriate State agencies or their vendors, as designated by OEM, access to and the right to examine all records, documents, papers relating to any activity undertaken for funding under this agreement.
11. The Sub-recipient will provide OEM with quarterly project status reports within 10 calendar days following the end of the last day of each quarter.

12. If the Sub-recipient expends \$750,000 or more in total Federal assistance (all programs) in a single year, the Sub-recipient shall accomplish a Single Audit requirement and submit a copy of that audit to OEM in accordance with 2 CFR §§ 200.
13. The Sub-recipient will comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality(CEQ) Regulations for Implementing the Procedural Provisions of NEPA.
14. The Sub-recipient will comply with all applicable provisions of Federal, State, and Local laws and regulations in regard to procurement of goods, services, and contracts which conform to federal law and the standards identified in 2 CFR §§200.318 General procurement standards through 200.326 Contract provisions.
15. The Sub-recipient affirms they have not received duplicate benefits from another federal source for the indicated project related to the hazard mitigation assistance request unless exempted by law. If the Sub-recipient receives duplicate benefits from another source for projects related to this application, the Sub-recipient agrees to refund the benefits provided by the State.
16. The Sub-recipient will comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.
17. The Sub-recipient will comply, as applicable, with Federal, State, and Local statutes and regulations pertaining to discrimination and equal opportunity.
18. The Sub-recipient will comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards. The Davis-Bacon Act does not apply to HMA programs as it is not required by the programs' authorizing statutes. However, Davis-Bacon Act compliance may be required if HMA is used in conjunction with another federal agency's grant, such as Community Development Block Grant Disaster Recovery funding from the Department of Housing and Urban Development or if required by state, local, tribal and territorial government laws.
19. The Sub-recipient will comply with requirements of the Federal, State, and Local adopted regulations regarding the National Flood Insurance Program and its provisions.
20. The Sub-recipient will not enter any cost-plus percentage of costs or contingency contract for completion of eligible work through the hazard mitigation assistance program.
21. The Sub-recipient will not enter contracts, grants, loans, or cooperative agreements for which payment is contingent upon receipt of state or federal funds.
22. The Sub-recipient must not enter any contract with any party that has been prohibited from participating in Federal or State assistance programs. Entities must be verified by the sub-recipient through SAM.GOV.

23. The Sub-recipient will comply with all applicable Federal, State, and Local codes and standards as it pertains to the hazard mitigation project.
24. As a condition for receipt of State or Federal funds, the Sub-recipient certifies that it has the legal responsibility for the maintenance, upkeep, and implementation of hazard mitigation activities for which it is applying for disaster assistance.
25. The Sub-recipient certifies that it has all necessary lands, easements, rights-of-way, and accesses necessary to complete the Hazard Mitigation Assistance projects for which it has and/or will apply. The Sub-recipient agrees and understands that neither the State nor FEMA will be responsible for obtaining any land, easement, right-of-way and/or access necessary to perform work on an approved project.
26. The Sub-recipient agrees to indemnify and hold the State and FEMA harmless from any damages arising out of the projects funded under this agreement.
27. All required documentation in support of the project costs for the closeout will be **submitted within 30 days** following completion of work on the project.
28. The Sub-recipient understands and will abide by the indicated period of performance as detailed in the FEMA and State Award documents. Period of performance schedule extensions will be granted solely for conditions beyond the Sub-recipient's control which result in an inability to complete approved projects within the approved timeline. All extensions will be subject to approval of the OEM and FEMA and must be requested by the sub-recipient in writing.
29. **By signing this agreement, the Subrecipient further acknowledges that the effective date of this agreement shall be as of the date of the obligation of the DR-4721-0010-OK – Oklahoma Water Resources Board Firm Yield Analysis for OK Reservoirs and Well Drillers Database Update, dated 4/24/2025.**

**I acknowledge by my signature, as an Elected Official or Jurisdiction Representative of the sub-recipient, should any part of this agreement not be in compliance with any or all regulations, funding for this project and future projects maybe denied by OEM.**

Signed: \_\_\_\_\_  
(Elected Official or Jurisdiction Representative authorized to enter into governmental agreements)

Printed Name: \_\_\_\_\_

STATE OF OKLAHOMA

COUNTY OF \_\_\_\_\_

Signed or attested before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name(s) of person(s)).

\_\_\_\_\_  
NOTARY PUBLIC or SEAL OF THE JURISDICTION

Title (and Rank):

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
My Commission Expires:

\*\*\*\*\*

**APPROVED** on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_  
**ON BEHALF OF: ANNIE MACK VEST, EXECUTIVE DIRECTOR, OEM**  
**GOVERNOR'S AUTHORIZED REPRESENTATIVE**

**Signature:** *Bill Cauthron*

**Email:** bill.cauthron@owrb.ok.gov

**Signature:** *Jessica Billingsley*

**Email:** jessica.billingsley@owrb.ok.gov

**Signature:** *Sara Gibson*

**Email:** sara.gibson@owrb.ok.gov

**Signature:** *Chris Neel*

**Email:** chris.neel@owrb.ok.gov

**Signature:** *Anil Pillai*

Anil Pillai (May 29, 2025 13:30 CDT)

**Email:** anil.pillai@owrb.ok.gov

**AGENDA ITEM 3D(8)**

**INTERAGENCY CONTRACT**

<b>WITH:</b>	Oklahoma Office of Management & Enterprise Services
<b>PURPOSE:</b>	Real Estate and Leasing Services Lease Agreement with Capital Assets Management
<b>AMOUNT:</b>	Not to Exceed \$329,546.00
<b>TERM:</b>	July 1, 2025 through June 2026



THIS LEASE AGREEMENT is made and entered into this 27<sup>th</sup> day of May 2025, between OKLAHOMA PROPERTY INVESTORS II LLC, their successor(s) and/or assigns hereinafter called the LESSOR, and THE STATE OF OKLAHOMA, by and through its OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, on behalf of the OKLAHOMA WATER RESOURCES BOARD, hereinafter called the LESSEE.

WITNESSETH: The parties hereto, for consideration hereinafter stated, do covenant and agree to the following:

1. **PREMISES.** The LESSOR hereby leases to the LESSEE the following described premises:

Room/suite, and street address <b>3800 N. Classen Boulevard, Suite 100</b>	City <b>Oklahoma City</b>	State <b>OK</b>	ZIP code <b>73118</b>
Legal description and building name <b>Floor 1, part of Floor 2, and part of Concourse, 3800 Classen Boulevard, Oklahoma City, OK, having legal description of Block 20, Lots 1, 2, 3 and 4 of the Putnam Heights Addition to the city of Oklahoma City, Oklahoma County.</b>			

Consisting of 25,188 net usable square feet of space to be used by the LESSEE for 22,472 NUSF Office Space and 2,716 NUSF Storage Space (general purpose). The leased premises are shown on the floor plan and signed and dated by LESSOR, attached to this Lease Agreement as Attachment A.

2. **TERM.** This lease shall begin on the 1<sup>st</sup> day of July 2025, and end on the 30<sup>th</sup> day of June 2026.
3. **RENT.** The LESSEE shall pay the LESSOR the amount of \$27,462.17 per MONTH for a TOTAL \$329,546.00 as rental for the above-described premises for the term of this Lease Agreement, payable in arrears, in equal monthly installments in accordance with statutory requirements and upon proper presentation of invoicing from the LESSOR. The LESSEE shall not be obligated to pay rent for any period prior to the time the LESSEE occupies the facility.
4. **UTILITIES AND SERVICES.** The LESSOR will provide the following utilities and services during the occupancy of said premises under the terms of this lease:
- Electricity.
  - Gas.
  - Water and sewer.
  - General lawn care.
  - Dumpster services.
  - Pest control.
  - Snow and ice removal.
5. **JANITORIAL SERVICES.** The LESSOR shall provide janitorial services per the following specifications:
- Daily or 5 days per week:
    - Removal of waste and refuse; replacement of trash liners as necessary.
    - Mopping and sanitation with germicidal detergent of restrooms.
    - Sanitize break rooms and coffee bars.
  - Sweep and vacuum floors.
  - Spot mop hard surface floor daily and mop no less than once per week.
  - Spot clean carpets as needed and steam clean annually or as needed.
  - Furnish all break rooms and restrooms with soap and paper products.
  - Wash the interior and exterior windows annually.
  - Wax and polish hard floors quarterly or as needed.
  - Clean window coverings, floor base, wood trim, light fixtures, light lens, air vents and walls twice annually.
6. **MAINTENANCE, REPAIR, IMPROVEMENTS, EQUIPMENT, SERVICES.**
- It is agreed and understood the leased premises shall be equipped with necessary window treatments, fixtures for adequate lighting, electrical wiring and outlets, plumbing facilities to include hot and cold water, and central vented heat and refrigerated air conditioning adequate to maintain air temperature between 68 and 74 degrees during normal hours of operation, unless otherwise specified in this Lease Agreement, and such other times as may be determined by the LESSEE.
  - The LESSOR agrees to keep, repair and maintain, at LESSOR'S expense, the leased premises and all plumbing, heating, air conditioning, roof structure, electrical and mechanical devices, sidewalks, passageways in common areas, parking surfaces, appliances and equipment belonging to the LESSOR, of every kind or nature located upon or serving the leased premises, in good repair, condition and working order, suitable to the purpose and use for which LESSEE has leased these premises. This shall include the replacement of lamps, tubes, ballasts, broken or stained ceiling tiles, and replacement of carpet and painting



of the premises as needed due to normal wear and tear. As used herein, "repair" shall mean and include replacement of broken or cracked glass, unless through the fault of the LESSEE.

- c. The LESSOR shall be responsible for all costs incurred for any government, state or city inspections required for LESSEE'S occupancy.
  - d. If a utility is to be paid by the LESSEE, the LESSOR shall, at LESSOR'S expense, furnish and install a meter for measuring each applicable utility for the leased space.
  - e. The LESSOR shall provide LESSEE with keys or access cards to the entrances and exits and all locking doors to the building and within the leased premises, with use and access 24 hours a day, seven days a week at no additional cost to the LESSEE. The LESSEE is a state agency, and as such LESSEE's access control and security equipment are subject to the management and oversight of OMES. OMES shall be permitted to install security equipment, including but not limited to badge readers and cameras, in or on the Leased Premises. OMES may remove the state's equipment upon LESSEE vacating the Leased Premises or at any time during the term of this lease and shall make reasonable efforts to restore the Leased Premises if damages occur from equipment removal. OMES staff and designated contractors shall be given all necessary access to provide support to the LESSEES's information technology systems and equipment.
  - f. The LESSOR shall provide hard surfaced parking sufficient for the LESSEE'S agents, employees, and invitees.
  - g. Exterior lighting shall be furnished by LESSOR as necessary for security.
  - h. The LESSOR shall provide and install all telephone and data conduit preparation necessary per telephone company specifications and/or building codes. The LESSEE shall provide telephone wiring from the telephone equipment room to the telephone instruments and may contract with another party for this purpose or may use existing wiring if available. The LESSOR agrees to provide OMES staff and designated contractors access to building demarc, network closets and infrastructure supporting LESSEE's telephone and data. LESSEE may install data and telephone cabling/services and modular panels prior to occupancy of the space, at no additional cost, with the understanding that it must not interfere with the LESSOR'S remodeling of said space. Upon LESSEE vacating the premises, LESSOR shall permit OMES to access equipment rooms, the leased premises and other areas supporting LESSEE's information technology infrastructure to recover the circuits and other equipment supporting the LESSEE. Any data or telephone cabling services remaining in the building for 30 days after LESSEE vacates shall be considered abandoned by LESSEE.
  - i. The LESSOR shall provide pest control and snow and ice removal.
  - j. For the purpose of maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make the necessary repairs to the leased premises. Whenever possible, LESSOR shall provide advance notice to LESSEE.
  - k. The LESSOR shall maintain a quiet environment by ensuring other tenants of the building do not create vexatious noises or engage in any other activity on the leased premises that may be disruptive to LESSEE.
  - l. It is further understood and agreed that if the LESSOR does not maintain the premises and all appurtenances, as required in this agreement, in good repair, reasonable wear and tear excepted, the LESSEE shall notify the LESSOR in writing, by certified mail, of LESSOR'S deficiency in maintaining the leased premises.
    - (1) If the LESSOR fails to take steps to remedy the deficiencies identified by the LESSEE within 30 days after proper notice has been mailed to the LESSOR, the LESSEE, at its option, may either (a) correct such deficiencies, and deduct the cost from future rental installment(s) or collect from the LESSOR in any manner provided by law; or (b) withhold rental payments until deficiencies are corrected.
    - (2) Should any equipment fail, or repairs fail to be made by LESSOR, which render the leased premises unfit for occupancy by the LESSEE and unsuitable for the intended purpose, the LESSEE may, after giving the LESSOR written notice of the failure, either (a) reduce or withhold lease payments on a pro rata basis for that period of time for which the leased premises were not occupied; (b) immediately terminate this lease and vacate the leased premises with no further obligations by the LESSEE to the LESSOR; or (c) have the deficiencies, repaired or replaced and may either (i) deduct the cost from future rent installments; (ii) collect such cost from LESSOR in any manner provided by law; or (iii) withhold rental payments until deficiencies are corrected.
  - m. The LESSEE is prohibited from making permanent improvements to nonstate-owned property and cannot legally incur any cost for permanent improvements made to the leased premises.
  - n. The LESSEE may install data and telephone cabling/services and modular panels prior to occupancy of the space, at no additional cost, with the understanding that it must not interfere with the LESSOR'S remodeling of said space.
  - o. The LESSOR shall provide the LESSEE with adequate written notification of any need to shut down any utility serving the leased premises.
  - p. The LESSEE agrees to use the leased premises for the purposes stated above and to exercise reasonable diligence in the use of the leased premises. Further, LESSEE agrees, upon vacancy of the leased premises, to return the leased premises to the LESSOR in as good a condition as when originally leased, ordinary wear and tear excepted.
7. **LAWS, CODES, ORDINANCES, RULES, REGULATIONS.** The LESSOR shall be responsible for compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations pertaining to health, safety, fire and public welfare. Furthermore, the State Fire Marshal must inspect the facility prior to the initial occupancy, acquisition of additional space, or renovation of existing space, and/or approve building plans for new construction, for compliance with the Life Safety Code, Fire Prevention Code and National Fire Protection Association standards, and shall provide a written report of said inspection or signed floor plan prior to occupancy by LESSEE.
8. **CASUALTY DAMAGE.** It is mutually agreed between the LESSOR and LESSEE that if the building and premises shall be slightly damaged by fire or any other cause or causes, the LESSOR shall promptly repair the building and premises. If the space cannot be fully utilized by LESSEE during the time of the repair, lease payments required under this Lease Agreement shall either be reduced or withheld on a pro rata basis in accordance with the amount of space available for use by the LESSEE. If the building and premises are unfit for occupancy by the LESSEE as a result of damage by fire or any other cause or causes, this Lease Agreement may be terminated,

and the LESSEE may vacate the premises with no further obligation to the LESSOR under the Lease Agreement from the date that the premises were damaged.

9. **LESSOR'S LIABILITY INSURANCE.** The LESSOR shall maintain general liability insurance in an amount no less than \$1 million per occurrence during the term of the Lease Agreement or any renewals of the Lease Agreement unless a greater amount is specified by the LESSEE in Section 14 of this Lease Agreement. There shall be no cancellation, material change or intent not to renew insurance coverage without 30 days prior notice to LESSEE. LESSOR shall furnish to LESSEE an original certificate of insurance naming the certificate holder as follows: **State of Oklahoma, Attn: Anil Pillai, Oklahoma Water Resources Board, 3800 N. Classen Blvd. Suite #100, Oklahoma City, OK 73118.** The certificate of insurance shall be attached to this Lease Agreement as Attachment B. As changes occur or on an annual basis throughout the term of this Lease Agreement or any renewals of this Lease Agreement, LESSOR shall provide a valid certificate of insurance to LESSEE at the Notice Address provided in Section 22.
10. **LESSEE LIABILITY INSURANCE.** The LESSEE shall maintain insurance or self-insurance covering LESSEE'S contents and liability through the Risk Management Program established by 74 O.S. §§ 85.58 et seq. and administered by the Oklahoma Office of Management and Enterprise Services. Liability self-insurance shall correspond directly with 51 O.S. §§ 151 et seq. LESSEE shall provide LESSOR with proof of self-insurance upon request. Subject to and in accordance with the provisions of the Governmental Tort Claims Act, LESSEE shall be responsible for damages to the premises caused by LESSEE or LESSEE'S employees, invitees, representatives or agents.
11. **LESSEE'S PERSONAL PROPERTY.** LESSEE shall be responsible for all personal property, equipment or fixtures placed in or on the premises by LESSEE or its agents, employees or invitees, and all personal property, equipment or fixtures shall remain the property of LESSEE, and may be removed by the LESSEE without penalty. LESSOR shall be responsible for damages or loss of LESSEE'S personal property, equipment and fixtures if caused as a result of a failure of the building systems or LESSOR'S negligence.
12. **TERMINATION.** The LESSEE may terminate this Lease Agreement, or any renewals of this Lease Agreement, by giving written notice to the LESSOR at least 30 days prior to the desired date of cancellation, and that rental shall cease upon date of vacation.
13. **OPTION TO RENEW.** The LESSEE shall have the option to renew the term of this Lease Agreement for **one (1)** additional 12-month periods on the same terms and conditions contained in this Lease Agreement. The LESSEE shall have the option to renew the term of this Lease Agreement for **two (2)** additional 12-month periods on the same terms and conditions contained in this Lease Agreement except the monthly rental rate shall be **\$28,117.60**. The LESSEE shall have the option to renew the term of this Lease Agreement for **one (1)** additional 12-month periods on the same terms and conditions contained in this Lease Agreement except the monthly rental rate shall be **\$28,773.03**. On any options granted hereunder, the parties agree that during any option period the LESSEE reserves the right to cancel the Lease by LESSEE giving notice in writing to LESSOR at least 30 days prior to the desired date of cancellation and that rental shall cease upon date of vacation.
14. **SPECIAL TERMS AND CONDITIONS.** This Lease Agreement is subject to the terms, conditions, modifications, additions and deletions listed below or attached hereto:
  - a. Any changes made to the attached floor plan must be preauthorized by the Oklahoma Office of Management and Enterprise Services and mutually agreed upon by the LESSOR and LESSEE. If a change is made to a wall configuration that is not in accordance with the attached floor plan and is not authorized by the Oklahoma Office of Management and Enterprise Services, the LESSOR shall be responsible for altering the space to comply with the floor plan and for all associated costs.
  - b. During the term of this Lease Agreement, or any extension thereof, LESSOR agrees to reduce the LESSEE'S square footage by an amount determined necessary by the LESSEE due to the reduction in LESSEE's staffing and budget.
  - c. The leased space is intended to be complete and finished in all respects, and commonly used items necessary for completion, which have not been specifically indicated by these minimum outline specifications, shall be considered reasonably implied. Materials, workmanship and existing conditions not specifically mentioned shall be assumed to be the best in common use as standard practice of the trades involved.
  - d. **REMODELING ALLOWANCE:** The LESSOR shall provide the LESSEE with Remodeling Allowance in the amount of 1% of the annual rent for the lease term and each renewal period. LESSEE shall notify LESSOR in writing of its desire for specific renovations to be made to the premises, to include detailed specifications if appropriate and LESSOR shall obtain bids for presentation to the LESSEE for final determination on the project and approval. No costs for profit to the LESSOR shall be included in the cost to the LESSEE. The LESSEE shall diligently proceed to have said renovations completed upon notification of the approval by the LESSEE. The LESSEE's allowance shall not include cost associated with normal wear and tear due to the occupancy of the leased premises, no general maintenance of the same. In no event shall LESSOR be required to pay LESSEE for any unused portion of the remodeling allowance; however, the allowance can roll over to the next renewal period if not used.
15. **SIX-MONTH NOTIFICATION.** The LESSOR shall, as applicable, provide written notification by certified mail to the LESSEE (user agency) if the lease will not be renewed on the same terms and conditions contained in this Lease Agreement. Said notification shall be provided no less than six months prior to (a) the end of the lease term, or any extension of the lease term, if the LESSEE has no remaining options to renew in Section 14 above; or (b) the end of the last renewal period after the LESSEE has exercised its last option to renew. Failure by the LESSOR to provide said notification shall result in the automatic renewal of the Lease Agreement, at the option of the LESSEE, for an additional 12-month period on the same terms and conditions. However, this extended 12-month term shall not automatically include any further options to renew. Proper six-month notification must be provided for any additional 12-month lease periods.
16. **SUBLET OR TRANSFER.** The LESSOR hereby agrees that the LESSEE may sublet the leased premises to another state agency or occupying division, so long as the LESSEE remains the primary tenant and the SUBLESSEE is a similar type of agency. Further, in the

event that the LESSEE is transferred to another state agency or, by an act of the Oklahoma Legislature, becomes an independent state agency, the LESSOR hereby agrees to transfer this Lease Agreement, and all terms and conditions thereof, to the recipient state agency. If the Oklahoma Office of Management and Enterprise Services determines it is in the best interest of the recipient state agency to enter into a new Lease Agreement with the LESSOR, the LESSOR hereby agrees that the terms and conditions of said Lease Agreement shall include the same terms and conditions as the current Lease Agreement, and any amendments thereof, including the transfer of any options remaining on the current Lease Agreement.

17. **ASBESTOS.** Prior to initial occupancy, the premises shall be inspected by the appropriate State of Oklahoma regulatory agency for the presence of friable asbestos as defined in 40 O.S. §§ 451-457. Reinspection of the premises will not be necessary after initial occupancy unless recommended by the appropriate State of Oklahoma regulatory agency or the Oklahoma Office of Management and Enterprise Services.
18. **AMERICANS WITH DISABILITIES ACT.** The LESSOR shall be responsible for compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to that act, as mutually agreed upon between the LESSOR and LESSEE so as to adequately meet the LESSEE'S ADA requirements.
19. **HEALTH AND SAFETY STANDARDS.** The LESSOR shall adhere to the requirements of the Oklahoma Occupational Health and Safety Standards Act of 1970, as defined in 40 O.S. §§ 401-424.
20. **CHANGE OF OWNERSHIP.** The LESSOR shall be responsible for immediately notifying the LESSEE of any transfer of ownership of the leased premises. Further, the LESSOR and transferee shall provide a fully executed Notice of Change of Lessor form (OMES CAM LEASING FORM 289F) to the Oklahoma Office of Management and Enterprise Services. Rental payments to the new LESSOR will not be made until such fully executed form is received and processed by the Oklahoma Office of Management and Enterprise Services.
21. **OWNERSHIP/FINANCIAL INTEREST.** The LESSOR attests that no person holding an ownership or other financial interest to the leased premises is a current member of the Oklahoma Legislature. Further, the LESSOR attests that if a former member of the Oklahoma Legislature holds ownership or other financial interest in the leased premises, the execution of said Lease Agreement will not violate any provisions of the Oklahoma Constitution, as certified on the attached Contract Non-Collusion Certification.

**22. Notice addresses:**

To LESSEE: **OKLAHOMA WATER RESOURCES BOARD**  
Anil Pillai  
3800 N. Classen Blvd, OKC, OK 73118

To LESSOR: **OKLAHOMA PROPERTY INVESTORS II LLC**  
Deena Smith  
11212 N. May, Suite 400, OKC, OK 73120

23. **CHOICE OF LAW.** This Lease Agreement shall be governed and construed according to the laws of the State of Oklahoma.
24. **MODIFICATION.** This Lease Agreement shall not be modified, altered or amended except by written agreement executed by the parties to this agreement with the same formality as this agreement.

This Lease Agreement shall not be effective or binding until signed by the LESSOR, LESSEE and the OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES.

LESSOR		LESSEE	
Lessor firm name (type or print) <b>OKLAHOMA PROPERTY INVESTORS II LLC</b>		Lessee firm name (type or print) <b>OKLAHOMA WATER RESOURCES BOARD</b>	
Signature By: <i>Rhonda Walters</i>	Date <i>5-28-25</i>	Signature By:	Date
Name (type or print) Rhonda Walters		Name (type or print)	
Title (type or print) Owner		Title (type or print)	

State of Oklahoma, by and through its  
Office of Management and Enterprise Services

Real Estate and Leasing Services





In accordance with 74 O.S. § 85.22, any contract executed by the state shall contain the following certification:

Rhonda Walters, for purposes of entering into a lease contract with the state, do hereby certify:

1. I am the duly authorized agent of **OKLAHOMA PROPERTY INVESTORS II LLC**, the LESSOR under the contract, to which this statement is attached, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract.
2. I am fully aware of the facts and circumstances surrounding the making of the contract, to which this statement is attached, and have been personally and directly involved in the proceedings leading to the procurement of said contract.
3. Neither the LESSOR nor anyone subject to the LESSOR'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 things of value, either directly or indirectly, in procuring the contract to which this statement is attached.
4. No person involved in any manner in the development of the contract, to which this statement is attached, while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract.
5. That no person holding an ownership or other financial interest to the leased premises is a current member of the Oklahoma Legislature.
6. I further certify that if a former member of the Oklahoma Legislature holds ownership or other financial interest in the real property, the execution of the Lease Agreement will not violate any provisions of the Oklahoma Constitution.

Name Rhonda Walters	Title Owner
Signature <i>Rhonda Walters</i>	Date 5-28-25

**LESSOR INFORMATION (must complete)**

Firm/name <b>OKLAHOMA PROPERTY INVESTORS II LLC</b>			
Address 11212 N. May, Suite 400	City Oklahoma City	State OK	ZIP code 73120
Phone 405-830-7764	Email deena@okprop.com	Social Security/FEI # 20-5346888	

The State of Oklahoma does not enter into contracts or other arrangements that have the effect of subjecting its citizens or employees to discrimination because of race, color, national origin, sex or disability. All vendors of the State of Oklahoma must comply with state and federal laws prohibiting discrimination, including but not limited to, the Civil Rights Act of 1964 and 1991 and the Americans with Disabilities Act of 1990.

**AGENDA ITEM 3D(9)**

**INTERAGENCY CONTRACT**

<b>WITH:</b>	Oklahoma Office of Management & Enterprise Services
<b>PURPOSE:</b>	Interagency Agreement for design and other terms for future least of the Jim Thorpe Building
<b>AMOUNT:</b>	
<b>TERM:</b>	One year w/ option to renew



This Interagency Agreement (“Agreement”) is made and entered into this 9th day of April, 2025, between the **Office of Management and Enterprise Services (“OMES”)**, an agency of the State of Oklahoma, and the **Oklahoma Water Resources Board (“OWRB”)**, an agency of the State of Oklahoma. Each respectively referred herein as a “Party” and collectively as the “Parties”.

## **RECITALS**

**WHEREAS**, the Office of Management and Enterprise Services was created as an executive branch agency, organized and existing pursuant to Title 62, Oklahoma Statutes, Section 34.3.1 with custody and control over all state property including property managed and used by the state pursuant to Title 74, Oklahoma Statutes, Section 63(E); and

**WHEREAS**, the Oklahoma Water Resources Board was created as an executive branch agency, organized and existing pursuant to Title 82, Oklahoma Statutes, Section 1085.1; and

**WHEREAS**, Title 74, Oklahoma Statutes, Section 1008 authorizes public agencies to enter into agreements to perform a governmental service, activity, or undertaking for which any of the public agencies are authorized by law to perform; and

**WHEREAS**, OMES owns and operates the Jim Thorpe Memorial Building located at 2101 N Lincoln Blvd., Oklahoma City, OK (the “Building”); and

**WHEREAS**, the 1st Extraordinary Session of the 59th Oklahoma State Legislature authorized distributions from the Legacy Capital Financing Fund (Enrolled House Bill 1011) to repair, refurbish, and improve the real and personal property of the Building pursuant to Title 73, Oklahoma Statutes, Section 187A-5(A)(1); and

**WHEREAS**, the Parties agree to formalize previous discussions, representations, and understandings regarding the lease of the premises within the Building into this Agreement; and

**WHEREAS**, OWRB intends to lease and occupy said premises in the Building upon completion of the renovation; and

**WHEREAS**, OWRB is participating in the design and space planning sessions with the Architect of Record (“Architect”) for the purpose of constructing the lease premises to accommodate the operational needs of OWRB; and

**WHEREAS**, the Parties acknowledge additional information is needed to complete the Real Estate and Leasing Services Agreement(s) (the “Lease Agreement”), including, but not limited to, the exact square footage of space that OWRB will be leasing within the Building. Such information is not determined as of the date of this Agreement, however, OWRB agrees to a future lease of the premises prior to OMES expending funds to construct the premises to the specifications of OWRB; and

**WHEREAS**, the Parties agree that material terms and conditions in this Agreement will be included in the Lease Agreement between the Parties, in addition to terms and conditions that may be agreed upon; and

**WHEREAS**, the Parties agree that it is in the best interest of the State for state agencies to lease state owned property in order to obtain the best quality and cost, maximize utilization, and provide uniformity in lease terms and space planning.

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the mutual agreements and conditions herein described, the Parties agree as follows:

## **TERMS OF AGREEMENT**

### **1. EFFECTIVE DATE**

This Agreement shall be effective upon the execution by all Parties.

### **2. AMENDMENT**

This Agreement may be amended at any time as mutually agreed upon by the Parties. Any amendment shall be in writing and signed by the Parties.

### **3. DURATION OF LEASE TERM**

The length of the total term of the Lease Agreement shall be no less than ten (10) years. If the term of the Lease Agreement is continued from the previous fiscal year, the Lease Agreement shall contain a termination for funding insufficiency clause allowing OWRB to terminate said Lease Agreement at the end of a fiscal year should such funds not be appropriated and subject to the required written termination notice being provided to OMES.

### **4. LEASE COMMENCEMENT DATE**

The Lease term start date shall begin no more than three (3) months after the Certificate of Occupancy is issued by the State Fire Marshall.

### **5. RENTAL RATE**

The rental rate of the leased premises shall be used to ensure sufficient funds are allocated for the operation and maintenance expenses of the building in addition to future capital investments required to sustain the renovated Jim Thorpe Memorial Building. Final rental rate will be determined after construction is complete but shall not exceed \$10.50 per total net rental square feet ("TNRSF").

### **6. TOTAL LEASED PREMISES**

The square footage of the leased premises shall be calculated by the Architect upon the finalization of the design plans by OMES and OWRB but shall not exceed 35,000 total new rentable square feet (TNRSF). The TNRSF of the leased premises may be modified contingent upon the TNRSF being more or less than 35,000 TNRSF at the conclusion of the construction documents phase. Such modification shall be amended in accordance with Section 2 as mutually agreed upon by the Parties.

### **7. STANDARD SERVICES and BUILDING ACCESS**

The Lease Agreement shall include standard OMES terms and conditions, and the rental rate will

include standard services such as utilities, janitorial services and supplies, trash removal and maintenance. OWRB shall have use and access to the leased premises during normal business hours Monday through Friday from 7:00 am to 5:30 pm. OWRB shall have key card access to the leased premises after hours as determined by the agency. Any additional access or operational requirements of OWRB beyond normal business hours shall be negotiated by the Parties and memorialized in the Lease Agreement.

#### **8. PHYSICAL BUILDING SECURITY**

Physical building security including, but not limited to, security guards and metal detectors shall be at the expense and maintenance of OWRB unless otherwise mutually agreed upon by the Parties.

#### **9. BUILDING RENOVATION**

OMES is responsible for the oversight of renovation of the premises, encompassing the common areas, elevators, restrooms, and exterior as funded by the Oklahoma State Legislature.

#### **10. EARLY TERMINATION**

10.1 If OWRB fails to enter into the Lease Agreement in accordance with Section 4 OWRB shall reimburse OMES for the total cost of all tenant improvements made to the premises.

10.2 If OWRB occupies the leased premises but elects to vacate the leased premises prior to the ten (10) year term in Section 3 of this Agreement, the cost of the improvements shall be depreciated over a period of ten (10) years, and OWRB shall pay the undepreciated balance. However, if OMES terminates the Lease Agreement due to legislative or program changes, OWRB shall not be responsible for undepreciated costs.

#### **11. PRESERVATION OF RIGHTS**

Neither party waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et. seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this Agreement.

#### **12. RESPONSIBILITIES OF THE PARTIES**

Each Party shall exercise full control of and supervision over its own performance of its obligations under this Agreement.

#### **13. INCORPORATION OF RECITALS**

The Parties acknowledge and agree that the Recitals set forth in the preamble of this Agreement are hereby incorporated into this Agreement and shall be made a part of this Agreement as if fully set forth herein.

#### **14. NOTICE**

All notices and communications required by or pertaining to this Agreement shall be sent to the Parties via email and regular mail at the following addresses:

**OWRB:** Jennifer Castillo  
Chairman  
Oklahoma Water Resources Board



3800 North Classen Boulevard  
Oklahoma City, OK 73118  
[jennifer.castillo@ok.gov](mailto:jennifer.castillo@ok.gov)

Julie Cunningham  
Executive Director  
Oklahoma Water Resources Board  
3800 North Classen Boulevard  
Oklahoma City, OK 73118  
[julie.cunnningsm@owrb.ok.gov](mailto:julie.cunnningsm@owrb.ok.gov)

**OMES:** Nathan Wald  
Capital Assets Management Administrator  
Capital Assets Management  
1915 N Stiles Avenue  
Oklahoma City, OK 73105  
[nathan.wald@omes.ok.gov](mailto:nathan.wald@omes.ok.gov)

#### **15. SEVERABILITY**

If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall not be affected, impaired, or invalidated in any way. The Parties hereby stipulate and declare that their intention, in the event that any term, provision, covenant, or restriction of this Agreement is deemed invalid, illegal, void, or unenforceable, is to have executed the remaining terms, provisions, covenants, and restrictions without including any such offending portion hereof.

#### **16. GOVERNING LAW**

This Agreement shall be governed and construed according to the laws of the State of Oklahoma.

#### **17. VENUE AND JURISDICTION**

Each Party hereby agrees that venue is proper in Oklahoma County and consents to the jurisdiction of the Oklahoma County District Court and the United States District Court for the Western District of Oklahoma, as well as the appropriate appellate courts. The Parties hereby irrevocably waive, to the fullest extent permitted by law, any objection they might now or hereafter have to the venues identified in this Section 17 on the basis that any suit, action, or proceeding has been brought in an inconvenient forum. For the purposes of serving process in any suit, action, or proceeding brought under this Section 17, the Parties acknowledge and agree that such process shall be served in accordance with the provisions of the Oklahoma Pleading Code or the Federal Rules of Civil Procedure, depending on where such suit, action, or proceeding has been brought. Nothing herein shall be construed as a waiver of sovereign immunity of the State of Oklahoma or its rights under the 10<sup>th</sup> and 11<sup>th</sup> Amendments to the Constitution of the United States of America.

#### **18. COUNTERPARTS**

This Agreement may be executed electronically or in any number of hard copies, each of which shall be deemed to be a counterpart original.



**IN WITNESS WHEREOF**, the Parties hereby confirm that this Agreement constitutes the entire terms of their agreement and further acknowledge that they have read and understand that this Agreement constitutes a complete agreement on the matters set forth herein. This Agreement shall supersede all prior or contemporaneous agreements, understandings, representations, and warranties, whether written or oral, relating to the subject matter of the Agreement. Each person signing this Agreement hereby represents and warrants that he or she has the authority to bind the agency on behalf of which he or she has signed.

**OKLAHOMA WATER RESOURCES BOARD:**

By: \_\_\_\_\_  
Thomas A. Gorman, Vice Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary

**OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES:**

By: \_\_\_\_\_  
Nathan Wald  
Capital Assets Management Administrator

Date: \_\_\_\_\_

**AGENDA ITEM 3D(10)**

**INTERAGENCY CONTRACT**

<b>WITH:</b>	Oklahoma Department of Environmental Quality
<b>PURPOSE:</b>	Amendment of Contract for renewal of Lab Analysis between ODEQ and OWRB
<b>AMOUNT:</b>	Not to exceed \$500,000.00
<b>TERM:</b>	July 1, 2025 through June 30, 2025

## Amendment of Contract

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This Amendment of Contract is for the first renewal of “Lab Analysis Between Oklahoma Department of Environmental Quality and Oklahoma Water Resources Board” previously executed between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as “Department” and/or DEQ and Oklahoma Water Resources Board (OWRB) hereinafter referred to as “Contractor”. In consideration of the provisions set forth herein; the parties mutually agree to the following contracting parties to amend the following that was previously executed. The amendments are as follows:

The contract period shall be for July 1, 2025 – June 30, 2026.

The contract pricing shall be updated to ODEQ-OWRB Lab Services Contract, State Environmental Laboratory, Contract Pricing Attachment, Fiscal year (07/01/2025 – 6/30/2026)

All other terms and conditions that are not hereby amended are to remain in full force and effect.

In witness whereof, this Contract and Amendments is now consisting of six (6) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable.

**State of Oklahoma  
Water Resources Board  
3800 N. Classen Blvd  
Oklahoma City, OK 73118**

**State of Oklahoma  
Oklahoma Department of  
Environmental Quality  
707 N. Robinson, P.O. Box 1677  
Oklahoma City, Oklahoma, 73101-1677**

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Signature of Authorized Representative

---

Signature of Authorized Representative

---

Printed Name of Authorized  
Representative

---

Kathy Aebischer

---

Title of Authorized Representative

---

Director of Administrative Services

**CONTRACT  
FOR LAB ANALYSIS BETWEEN  
OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY  
AND OKLAHOMA WATER RESOURCES BOARD**

This Contract for Laboratory Analytical Procedures ("Contract"), for convenience of reference dated as of the 6<sup>th</sup> day of June 2023 but to become effective as provided below, between the Oklahoma Department of Environmental Quality ("DEQ") and the Oklahoma Water Resources Board ("OWRB"),

**WITNESSETH:**

WHEREAS, the DEQ is an agency of the State of Oklahoma created pursuant to 27A O.S. § 2-3-101, and which provides laboratory services for state agencies and other persons pursuant to 27A O.S. § 2-4-201; and

WHEREAS, the OWRB is an agency of the State of Oklahoma created pursuant to 82 O.S. § 1085.1, and which is authorized pursuant to 27A O.S. § 1-3-101 to administer a state program for assessing, monitoring, studying and restoring Oklahoma lakes; to administer a volunteer monitoring program to assess and monitor state water resources; and to implement a statewide beneficial use monitoring program for waters of the state in coordination with other state environmental agencies;

WHEREAS, the OWRB needs certain laboratory analysis and related services in order to carry out the monitoring program and other water quality studies; and

WHEREAS, the DEQ and OWRB desire to enter into this Contract upon the terms and conditions specified, all as authorized by 27A O.S. §§ 2-3-202 and 2-4-201 and 82 O.S. § 1085.2.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained hereinafter, the DEQ and OWRB agree as follows:

1. **SERVICES AND PRODUCTS TO BE PROVIDED BY DEQ.**
  - a. Containers and preservatives. DEQ shall provide to the OWRB as many sample containers and sample preservatives as are reasonably required by OWRB. DEQ and OWRB will consult and agree on materials to be used for OWRB calibration purposes; thereafter DEQ will provide such materials to OWRB.
  - b. Laboratory analysis; reporting of results. DEQ shall provide to OWRB laboratory analysis of environmental samples submitted to DEQ by OWRB. DEQ shall provide; the laboratory final report, the quality control report, and an electronic data deliverable (EDD) of the analysis of each project, not to exceed 45 days following DEQ receipt of the complete project, provided radiochemical testing is not requested. DEQ shall also notify the OWRB verbally or in writing if a laboratory quality assurance or data management problem occurs which would adversely impact the quality of the data or the timeliness of data delivered to the OWRB.
2. **FORCE MAJEURE.** DEQ agrees to perform the requirements of this Contract within the time frames specified unless performance is prevented or delayed by events which constitute a "force majeure" event. For purposes of the Contract, a force majeure event



is defined as any event arising from causes beyond the reasonable control of DEQ or laboratory management which delay or prevent the performance of any obligation under this Contract. Examples include: vandalism; fire; flood; labor disputes, strikes or shortages; weather events or conditions which prevent or seriously impair agency or laboratory activities or capabilities; equipment failures affecting the analysis of OWRB's samples; civil disorder or unrest; or acts of God. DEQ must notify OWRB within fifteen (15) days after DEQ knows of a force majeure event that is expected to cause a delay in DEQ meeting its requirements under this Contract. Failure by DEQ to submit notification within thirty (30) days waives the right to claim force majeure.

3. **COMPENSATION TO BE PROVIDED BY OWRB; FUNDING CONDITIONAL.** In consideration of actual services rendered and costs incurred by DEQ, the OWRB shall compensate the DEQ for DEQ's costs of analysis for the specific analytes and tests identified on the included ODEQ-OWRB Lab Services Contract pricing attachment hereto and made a part hereof. These fees have been identified by the Division Director of the State Environmental Laboratory pursuant to OAC 252:305-1-11(b). Any laboratory services provided beyond the scope of the pricing attachment will be invoiced according to the current DEQ State Environmental Laboratory Services Analytical Fee Schedule. The most current version of the lab services fee schedule is located on the DEQ website at <https://www.deq.ok.gov/state-environmental-laboratory-services/laboratory-services-fees> and is subject to revision. Per OAC 252:305-1-11(f) the DEQ may automatically adjust fees for lab services on July 1st every year to correspond to the percentage, if any, by which the Consumer Price Index (CPI) for the most recent calendar year exceeds the CPI for the previous calendar year. The DEQ may round the adjusted fees up to the nearest dollar. The DEQ may waive collection of an automatic increase in a given year if it determines other revenues, including appropriated state general revenue funds, have increased sufficiently to make the funds generated by the automatic adjustment unnecessary in that year. A waiver does not affect future automatic adjustments.

The total compensation shall be no more than Five Hundred Thousand Dollars (\$500,000.00). The parties understand and agree that said funding for this Contract is being provided by multiple sources, and that if said funding is for any reason withdrawn, not received or is reduced, then in any such event and notwithstanding anything else in this Contract, this Contract may be terminated, or the Contract services and compensation may be adjusted or reduced accordingly. The OWRB shall immediately notify DEQ of such funding changes and of changes to services and compensation made necessary by such funding changes. Provided further, notwithstanding anything else in this Contract, the OWRB shall have the right to terminate this Contract, in whole but not in part, at the end of any fiscal year of the OWRB if the Oklahoma Legislature fails to allocate sufficient funds to the OWRB so as to enable the OWRB to perform under this Contract.

4. **INVOICES.** The DEQ shall provide written invoices to the OWRB monthly for services rendered and costs incurred the previous month. DEQ will provide OWRB each monthly invoice within 60 days after the end of the previous month. Such invoices shall be in a form acceptable to the OWRB and shall appropriately categorize the services and other costs and expenses rendered. OWRB shall pay DEQ on said invoices within 45 days of receipt of an invoice.
5. **EFFECTIVE PERIOD OF CONTRACT; TERMINATION.** This Contract shall become effective on July 1<sup>st</sup>, 2023 or on the date of execution by the last necessary party hereto, whichever is later, and shall remain effective for one year through June 30<sup>th</sup>, 2024, with

an option to renew for two (2) years under the same terms and conditions, unless terminated at an earlier date. Either party may, upon 30 days prior written notice, terminate this Contract by certified mail to the other party's business address as follows:

DEQ: Department of Environmental Quality  
707 North Robinson  
P.O. Box 1677  
Oklahoma City, Oklahoma 73101-1677  
Attention: Division Director, State Environmental Laboratory Services

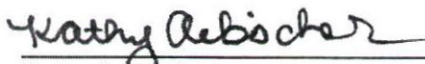
OWRB: Oklahoma Water Resources Board  
3800 North Classen Blvd.  
Oklahoma City, Oklahoma 73118  
Attention: Chief, Water Quality Programs Division

6. WORKERS COMPENSATION. DEQ agrees and certifies that it shall maintain Workers Compensation coverage for all its employees during all periods of time for which services are being rendered under this Contract. It is further agreed that all employees or other persons relied upon by DEQ in the performance of this Contract shall not be considered employees of the OWRB and shall remain under the direction, control and supervision of the DEQ. DEQ shall provide an appropriate certification of Workers Compensation coverage to the OWRB within 30 days after the effective date of this Contract.
7. AUDITS. All books, records, documents, accounting procedures, practices or any other items of DEQ relevant to this Contract are subject to examination by the OWRB and the State Auditor and Inspector.
8. NO INDUCEMENT. Both parties attest and assure that no officer, director or employee has made any payment or donation, either directly or indirectly, to any elected or appointed official, officer or employee of the State of Oklahoma or its political subdivisions, nor waived payment of any money or other thing of value due in order to obtain this Contract.

IN WITNESS WHEREOF, the parties have caused their duly authorized officials to execute this Contract on the dates shown below.

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY  
"DEQ"

by:



Kathy Aebischer,  
Director of Administrative Services Division

7/19/23

Date



OKLAHOMA WATER RESOURCES BOARD  
"OWRB"

by: Jennifer Castillo  
Jennifer Castillo, Chairman

8-15-2023

Date

ATTEST:

Suzanne V. Landess  
Suzanne Landess, Secretary



(SEAL)

STATE OF OKLAHOMA     )  
  ) ss.  
COUNTY OF OKLAHOMA    )

The foregoing instrument was acknowledged before me on July 19, 2023 by Kathy Aebischer in her official capacity as Director of Administrative Services Division on behalf of the Department of Environmental Quality.



Stacey Tucker  
Notary Public

(SEAL)

My commission expires:

**AGENDA ITEM 3D(11)**

**INTERAGENCY AGREEMENT**

<b>WITH:</b>	Office of Attorney General, State of Oklahoma
<b>PURPOSE:</b>	Contract for Legal Services for upcoming fiscal year for hearing officer, Whitney Herzog-Scimeca
<b>AMOUNT:</b>	Not to exceed \$85.00 per hour
<b>TERM:</b>	July 1, 2025 through the fiscal year ending June 30, 2026.

**CONTRACT FOR LEGAL SERVICES  
FISCAL YEAR 2026**

1. PARTIES:

This Agreement is between the Attorney General's Office ("AGO") and the Oklahoma Water Resources Board ("OWRB"). The authorized signatures below bind the parties to the terms set out hereafter.

2. AUTHORITY:

This Agreement is authorized by virtue of 74 O.S. § 20i, as amended.

3. CONTRACT DURATION:

This Agreement commences on July 1, 2025, and covers the fiscal year 2026 ending June 30, 2026.

4. CONSIDERATION:

The AGO shall provide legal services for and on behalf of OWRB. The OWRB will be billed monthly at a rate of \$85.00 per hour for the services provided by the AGO. Payment will be due within forty-five (45) days of receipt of the monthly statement. The scope of legal services consists of the AGO providing an administrative law judge in proceedings in accordance with the Oklahoma Administrative Procedures Act, and the statutes and rules governing the OWRB.

The AGO shall assign an Assistant Attorney General to be responsible for the legal services described herein. The assigned Assistant Attorney General will be familiar with the applicable law and regulations.

It is the duty of the OWRB to prepare all required notices, pleadings, and other documents needed to conduct the administrative hearings. The AGO is retained to conduct hearings, act as administrative law judge, and issue findings of fact and conclusions of law. Maintenance of records and files is the responsibility of the OWRB. The OWRB will assign cases pursuant to this Agreement, as needed. The OWRB and AGO will jointly coordinate the scheduling of hearings.

5. OFFICE LOCATION:

The Assigned Attorney will maintain an office at the AGO to facilitate the delivery of legal services.

6. SUPERVISION:

Supervision of the Assigned Attorney shall be the responsibility of the AGO.

7. TERMINATION:

This agreement may be terminated by either party upon a 60-day written notice.

8. AGENCY DESIGNEES:

The authorized agent and designee for the AGO is Niki Batt. The authorized agent and designee for the OWRB is Jennifer Castillo, Chairman.

**OKLAHOMA WATER RESOURCES  
BOARD**

By: \_\_\_\_\_  
Thomas A. Gorman  
Vice Chairman

**OFFICE OF THE ATTORNEY  
GENERAL**

By: Niki S. Batt  
Niki Batt,  
Deputy Attorney General  
Legal Counsel Unit

DATE: \_\_\_\_\_

DATE: June 3, 2025

**AGENDA ITEM 3D(12)**

**INTERAGENCY AGREEMENT**

**WITH:** **Oklahoma Office Management & Enterprise Services**

**PURPOSE:** Contract for Phase 2 Accounts Receivable Reporting.

**AMOUNT:** Not to exceed \$200,000.00

**TERM:** July 1, 2025 through December 3, 2025

This Agreement ("Agreement") made effective July 7, 2025, ("Effective Date") between the State of Oklahoma by and through the Office of Management Enterprise Services for the benefit of OWRB and Phase 2 Development ("Supplier") is a Contract Document in connection with Statewide Contract No. 1025 ("Contract") between the State and Supplier. Unless otherwise indicated, capitalized terms used in this Agreement without definition will have the respective meanings specified in the Contract. The term of the Agreement is from July 7, 2025, through December 3, 2025, not to exceed 985 hours for a total spend not to exceed \$200,000.00. The maximum term of this Agreement, including any renewals or amendments, is one year from the Effective Date.

The parties further agree that the terms and conditions of SW1025 and any amendments or addendums thereto take precedence over the embedded hyperlinks or terms and conditions contained within any Attachment. Any terms and conditions of any embedded hyperlinks contained within any attachments to this Agreement which expand liabilities or reduce rights and protections for the State are not agreed to by the State.

Resource	Hourly Rate	Total Hours	Total Cost
Carl Seyer - Executive Account Lead	\$225.00	110	\$25,000.00
Carl Seyer - Product Owner	\$200.00	100	\$20,000.00
Daniel Heavlin / Andy Morris - Sr. Engineer	\$200.00	725	\$145,000.00
Jen Armstrong - IU/UX	\$200.00	50	\$10,000.00

This Agreement incorporates the following attachments:

Attachment A: Statement of Work.

Attachment B:

Attachment C:

The parties recognize that while the State of Oklahoma by and through the Office of Management and Enterprise Services is executing this contract, payment obligations rest solely OWRB, and the Office of Management and Enterprise Services shall not be responsible for such. Please send invoices and billing inquiries to:

OWRB

3800 North Classen Boulevard, Oklahoma City, Oklahoma 73118, United States  
accountspayable@owrb.ok.gov

## **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  
OFFICE OF MANAGEMENT AND  
ENTERPRISE SERVICES:**

**PHASE 2 DEVELOPMENT:**

By:

Name: Dan Cronin

Title: Chief Information Officer

Date:

By:   
Shane Kempton (Jun 4, 2025 15:17 CDT)

Name: Shane Kempton

Title: President & CTO

Date: Jun 4, 2025

OWRB is additionally executing this Agreement to memorialize its involvement in negotiation of and its agreement with the terms of this Agreement.

**OWRB:**

By:

Name: Thomas Gorman

Title: Vice Chairman

Date:

---

**This Agreement is made effective July 7, 2025, (“Effective Date”) between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”), for the benefit of Oklahoma Water Resources Board and Phase 2 Development, LLC (“Supplier”) and is a Contract Document in connection with Oklahoma Statewide Contract No. 1025 (“SW1025”) between the State and Supplier. Unless otherwise indicated herein, capitalized terms used in this Agreement without definition shall have the respective meanings specified in SW1025. The term of this Agreement is from July 7, 2025 to December 3, 2025, for a total spend not to exceed \$200,000. Supplier shall invoice agency only for hours accepted by Oklahoma Water Resources Board. The parties agree that the terms and conditions of SW1025 prevail over any conflicting terms that may exist in Attachment A.**

**This Agreement incorporates the following attachments:**

**1. Attachment A: OWRB AR Reporting**

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

**Oklahoma Water Resources Board  
Attn: Accounts Payable  
3800 N Classen Blvd, Oklahoma City, OK 73118**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



**SIGNATURES**

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

<b>STATE:</b>  _____ <b>Authorized Signature</b>	<b>SUPPLIER: Phase 2 Development, LLC</b>  <i>Shane Kempton</i> _____ <b>Authorized Signature</b>
_____ <b>Printed Name</b>	Shane Kempton _____ <b>Printed Name</b>
_____ <b>Title</b>	President & CTO _____ <b>Title</b>
_____ <b>Date</b>	6/6/2025 _____ <b>Date</b>

Oklahoma Water Resources Board is additionally executing this Agreement to memorialize its involvement in negotiation of and its agree with the terms of this Agreement.

IN WITNESS WHEREOF, This Agreement has been duly executed by the parties on the date(s) shown below.

**OKLAHOMA WATER RESOURCES BOARD ("OWRB")**

_____ <b>By: Thomas Gorman, Vice Chairman</b>	_____ <b>Date</b>
--	----------------------

**ATTEST:**

_____ <b>Suzanne Landess, Secretary</b>  <b>(SEAL)</b>	_____ <b>Date</b>
---	----------------------



**OKLAHOMA**  
**Water Resources Board**

## Attachment A: OWRB Accounts Receivable Reporting

SW1025 Water Resources Board



**Phase 2** | Your Business, Developed.

# Executive Summary

The Oklahoma Water Resource Board (OWRB), through the Office of Enterprise Management Services (OMES), is seeking a solution to manage accounts receivable reporting and tracking.

## Engagement Overview

This Statement of Work is structured as a 1025 engagement, allowing Agency leadership to determine work/focus areas throughout the engagement with the option to cancel at any time given a 30-day notice.

The following are key deliverables.

- Front Desk
  - Create Ad Hoc Invoice
  - Lookup / Pay Invoices
  - Print Receipts
  - Request Refund
- Back Office
  - Journal Tracking
  - Activity Reporting
  - Reconciliation and Close-out Procedures
  - Division Invoice Import
- Historical Data Migration
- Division-accessible reporting

# Team Roles

The following roles present on the Phase 2 team will be available for OWRB resource augmentation. Each role provides specific and valuable services that will result in engagement successes and allow Phase 2 to operate as an independent elite team or as complementary resources to OWRB or other vendor partners.

## **Executive Account Lead (.2 FTE)**

The Executive Account Manager's role is to support the Product Owner and Development Team as they cooperatively plan priorities, execute, and demonstrate progress toward goals. The Executive Account Manager will also communicate accurate budgets and timelines between the client and vendor.

## **Product Owner (.2 FTE)**

The Product Owner role exists within the client and vendor organization and is the key representative for the product and goal. He or she is responsible for communicating the vision and requirements to the Development Team.

The Product Owner takes primary responsibility for the Product Backlog, including its initial development and its ongoing revision of the product's development. He or she will also participate in meetings demonstrating progress toward the Development Team's goals.

## **Senior Engineers (1.3 FTE)**

The Development Team will be responsible for the actual development activities within each Sprint. The team will be cross-functional and include members who are skilled in areas such as coding, testing, UI, etc.

## **User Interface and User Experience Designer (As needed)**

Usability is a core principle of P2 software product delivery. This role is designed to drive the core principles and practices of great usability into all user interfaces and business process designs. Their task ranges from creating meaningful user experience prototypes to ensuring usability through UAT in the final product.

# Engagement Duration, Budget, and Terms

Phase 2 is offering this agreement for the 3.5 months of work to be completed during the contracted period of July 7, 2025, and runs through December 3, 2025.

## Budget Overview

Duration of Effort: **3.5 months (14 weeks)**

Budget Total: **\$200,000**

FTE Count: **1.8**

If required and agreed upon with notice and an approved change order, Phase 2 can increase assigned team resources to fit the needs of OWRB during the course of this agreement.

## Budget Detail

Team Member	Hourly Rate	Total Hours	Total Billing
Executive Account Lead	\$225	110	\$25,000
Senior Engineers	\$200	725	\$145,000
Product Owner	\$200	100	\$20,000
User Interface/User Experience Designer	\$200	50	\$10,000
		985	\$200,000

## Payment Terms

Phase 2 will bill monthly on net 45 terms. Phase 2 is offering this SOW as a fixed budget variable scope SW1025 agreement over the estimated 12-month time period.

Standard Rates:

Product Owner, UI/UX Designer, Senior Architects, and Software Engineers

– \$200 per FTE hour

Executive Account Lead

– \$225 per FTE hour

Phase 2 requires a signed copy of this agreement and a purchase order. We appreciate your business and look forward to enhancing the evolving functionality of your business. If you have questions or concerns regarding this proposal, please feel free to call **Shane Kempton** at **405.595.9513** or email **shanek@phase2online.com**.

## Certificate Of Completion

Envelope Id: A354B9D3-61A3-4C2E-A799-F1EB18FF06A9

Status: Completed

Subject: IC-2091 Order off a SW1025 with Phase 2 & OWRB - Carl Seyer - Partially Signed.pdf

Source Envelope:

Document Pages: 8

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Shane Kempton

AutoNav: Enabled

3324 NW 135th St

Envelopeld Stamping: Disabled

Oklahoma City, OK 73120

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Shanek@phase2online.com

IP Address: 24.253.245.3

## Record Tracking

Status: Original

Holder: Shane Kempton

Location: DocuSign

6/6/2025 9:00:35 AM

Shanek@phase2online.com

## Signer Events

### Signature

### Timestamp

Shane Kempton

Shanek@phase2online.com

President & CTO

Phase 2

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 24.253.245.3

Signed using mobile

Sent: 6/6/2025 9:00:36 AM

Viewed: 6/6/2025 9:00:42 AM

Signed: 6/6/2025 9:03:14 AM

Freeform Signing

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

Mattd@phase2online.com

Mattd@phase2online.com

Vice President

Phase 2

Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 6/6/2025 9:03:14 AM

Viewed: 6/6/2025 9:08:02 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## Witness Events

### Signature

### Timestamp

## Notary Events

### Signature

### Timestamp

## Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

6/6/2025 9:00:36 AM

Certified Delivered

Security Checked

6/6/2025 9:00:42 AM

Signing Complete

Security Checked

6/6/2025 9:03:14 AM

Completed

Security Checked

6/6/2025 9:03:14 AM

Payment Events	Status	Timestamps
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### **3. SUMMARY DISPOSITION AGENDA ITEMS**

#### **WATER RIGHTS ADMINISTRATION DIVISION**

**June 17, 2025**



**WATER RIGHTS ADMINISTRATION DIVISION**  
**Applications for Temporary Permits to Use Groundwater**

**June 17, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>NUMBER OF WELLS</b>	<b>COUNTY &amp; BASIN</b>	<b>LAND DEDICATED</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2022-515 4/1/2022	Nancy B. Anderson Revocable Trust	1	Kay County, Salt Fork of the Arkansas Alluvium and Terrace	26 acres Section 19, T25N, R2EIM	Irrigation 52 a.f.
2022-516 4/1/2022	Bert Zachary Blumer and Kimberly Dawn Blumer	1	Kay County, Chikaskia River Alluvium and Terrace	64 acres Section 19, T26N, R1EIM	Irrigation 128 a.f.
2023-633 9/15/2023	Nao Yang	1	Craig County, Roubidoux	20 acres Section 29, T26N, R21EIM	Agriculture, irrigation 0.61 a.f.
2024-514 1/30/2024	Kris Black	3	Roger Mills County, Ogallala North Roger Mills	550 acres Section 8, T15N, R24WIM	Irrigation, Oil & gas, 988 a.f.
2024-530 2/21/2024	WJW Ranch, LLC	2	Kingfisher County, Cimarron River	204 acres Section 1, 12, T18N, R9WIM	Agriculture, fish and wildlife 320 a.f.
2024-653 10/21/2024	Qiwei Chen	1	Craig County, Boone/Roubidoux	9.3 acres Section 34, T24N, R21EIM	Agriculture 10 a.f.
2025-502 1/7/2025	The Ricky Goodall Revocable Trust	2	Washita County, Rush Springs Sandstone	160 acres Section 12, T11N, R14WIM	Irrigation 320 a.f.
2024-503 1/16/2025	Calvin Ray Koehn and Debra Joy Koehn	3	Blaine County, Rush Springs Sandstone	159.9 acres Section 29, T16N, R13WIM	Irrigation 319.8 a.f.

**WATER RIGHTS ADMINISTRATION DIVISION**  
**Applications to Amend Temporary Permits to Use Groundwater**

**June 17, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>NUMBER OF WELLS</b>	<b>COUNTY &amp; BASIN</b>	<b>LAND DEDICATED</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2000-580 1/27/2025	Matthew and Autumn Steinert	14	Major County, Cimarron River Alluvium and Terrace	240 acres Section 14, T21N, R10WIM	Irrigation 480 a.f.
2009-544 1/27/2025	Matthew and Autumn Steinert	8	Major County, Alluvium and Terrace of the Cimarron River and/or Ceder Hills	160 acres Section 25, T21N, R10WIM	Irrigation 320 a.f.
2012-695 2/17/2025	West Davis Rural Water Corporation	2	Garvin and Carter County, Alluvium and Terrace Deposits Wellington Formation	120 acres Section 2, T1S, R2WIM	Public water Supply 160 a.f.
2016-578C 7/11/2024	Leon Watson Langford and Melissa Lynn Langford	5	Major County, Cimarron River Alluvium and Terrace	229.84 acres Section 16, T20N, R9WIM	Irrigation 446.6 a.f.
2018-547 12/23/2024	Kyle J. Hohmann and Nancy D. Hohmann Co- Trustees of the Hohmann Family Trust	15	Kay County, Alluvium and Terrace of the Salt Fork of the Arkansas Reach 1	249.84 acres Section 34, T26N, R2WIM	Irrigation 499.6 a.f.
2020-507 3/14/2024	Benjamin Heath and Sarah Rebecca Schantz	2	Blaine County, Rush Springs Sandstone	160 acres Section 19, T13N, R13WIM	Irrigation 320 a.f.

**WATER RIGHTS ADMINISTRATION DIVISION**  
**Applications for Regular Permits to Use Groundwater**

**June 17, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>NUMBER OF WELLS</b>	<b>COUNTY &amp; BASIN</b>	<b>LAND DEDICATED</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2023-544 4/20/2023	Lee Northcutt Land Holdings, LLC	2	Oklahoma County, Garber-Wellington	80 acres Section 35, T13N, R2WIM	Irrigation and agriculture 60 a.f.
2023-574 6/21/2023	Yanshu Wang	1	Lincoln County, Vamoosa-Ada	80 acres Section 11, T14N, R6EIM	Agriculture 1.12 a.f.
2024-544 3/1/2024	Tony Dorrell and Brenda Dorrell	8	Beckham County, North Fork of the Red River	580.7 acres Section 29, 30, 31, 32, T10N, R24WIM	Irrigation 580 a.f.
2024-569 4/11/2024	Chase Huebner and Josie Huebner	1	Beaver County, Ogallala Panhandle	160 acres Section 29, T5N, R21ECM	Irrigation 244 a.f.
2024-573 4/17/2024	Yangbo Ou & Fengbing Chen	1	Cleveland County, Garber-Wellington	20 acres Section 34, T7N, R1EIM	Agriculture 20 a.f.
2024-633 9/12/2024	John and Terri Hooper	3	Cotton County, Cache Creek Alluvium and Terrace Deposits	680 acres Section 9, 10, 15, 16, T2S, R12WIM	Irrigation 680 a.f.
2025-501 1/3/2025	McIntyre Land and Cattle, LLC	1	Beckham County, North Fork of the Red River	240 acres Section 5, T9N, R26WIM	Irrigation 240 a.f.
2025-515 2/7/2025	Angie's Garden, LLC	1	Logan County, Garber – Wellington	1 acre Section 6, T15N, R1WIM	Agriculture 1 a.f.

**WATER RIGHTS ADMINISTRATION DIVISION**  
**Applications to Amend Regular Permits to Use Groundwater**

**June 17, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>NUMBER OF WELLS</b>	<b>COUNTY &amp; BASIN</b>	<b>LAND DEDICATED</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
1981-735 2/21/2025	Alan R. Flick	3	Roger Mills County, Alluvium and Terrace Deposits of the Washita River (Reach 1)	613 acres Section 26, T14N, R21WIM	Irrigation and oil and gas 1,226 a.f.
1998-543 9/11/2023	Max and Sally Huling	8	Beaver County, Ogallala Panhandle	960 acres Sections 1, 12, 36, T5N, T6N, R21ECM	Irrigation 1,920 a.f.
1998-550 1/21/2025	Bandy C. and Amy B. Silk	6	Beckham County, Alluvium and Terrace Deposits of North Fork of the Red River	558 acres Section 1, 6, T8N, R24WIM, R23WIM	Irrigation 552 a.f.
2008-575 7/13/2023	Contex Land and Cattle & Salvador and Martha Gonzalez	3	Cimarron County, Ogallala Panhandle	160 acres Section 3, T1N, R3ECM	Irrigation 320 a.f.

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

**June 17, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>POINTS OF DIVERSION</b>	<b>COUNTY &amp; STREAM SYSTEM</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2022-013 4/19/2022	Central Oklahoma Master Conservancy District	One point of diversion on Lake Thunderbird in Section 25, T9N, R1WIM	Cleveland County SS 2-8	Public Water Supply 10,000 a.f.

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

**June 17, 2025**

<b>DPC NUMBER</b>	<b>NAME OF FIRM</b>	<b>CERTIFIED ACTIVITIES</b>	<b>OPERATORS</b>
<b>New Licenses, Accompanying Operator Certificates and Activities:</b>			
None			

**New Operators, License Name Change, and/or Activities for Existing Licenses:**

DPC-0998	Neill Well Services, LLC	Groundwater Wells	Braden Neill OP-2331
DPC-0619	Talon LPE	Groundwater wells, monitoring wells, and pump installation	Jason Shubert OP-2608
DPC-1064	Red River Water Wells	Pump Installation	Eric Igo OP-2561
DPC-1062	M&W Drilling, LLC	Monitoring wells	Dayne Tanner OP-2609

**3.Q.**

**WATER RIGHTS ADMINISTRATION DIVISION  
Cancellation of Groundwater Permits**

**June 17, 2025**

2001-518A

Monty and Nancy Kahle

Kay County

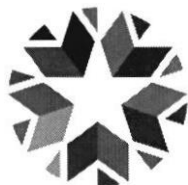
**3.R.**

**WATER RIGHTS ADMINISTRATION DIVISION  
Proposed Default Order**

**June 17, 2025**

- 1. Lo-Buck Farms, LLC, Texas County, 2024-620**
- 2. Deer Lake Dam, Logan County, OK11112**
- 3. Stan Raetz Dam, Caddo County, OK30390**
- 4. West Brogden Dam and East Brogden Dam, Caddo County, OK30671 and  
OK30672**
- 5. Rural Water Wells, DPC-0944**
- 6. K&S Water Well Service, DPC-1099**





# OKLAHOMA

## Water Resources Board

May 30, 2025

TO ALL INTERESTED PARTIES LISTED

Re: Proposed Default Order  
In the Matter of Low-Buck Farms


Dear Mr. Buck

Enclosed is a **Proposed Default Order** that has been prepared by the Board Hearing Examiner in the above-referenced matter. This **Proposed Default Order** will be presented to the Board for its consideration and official action at the next regular meeting scheduled for **June 17, 2025**. That meeting is scheduled to commence at **9:30 a.m.** and will be held in the second floor Board Room at the **Oklahoma Water Resources Board, 3800 N. Classen Blvd., Oklahoma City, OK 73118**.

At the Board meeting, the order will be set for summary disposition. There is no opportunity for comment on items placed before the Board for summary disposition without a motion from a Board Member. While anyone may attend a public meeting of the Board, there will not be an opportunity for public comment on this matter. No new or additional evidence may be presented at this meeting. The Proposed Order may be approved, denied or modified by the Board.

Should you have any questions concerning this notification, the proposed Order or the Board meeting, please contact Angela Rodriguez at (405) 530-8800.

Sincerely,



Angela Rodriguez  
Legal Assistant

Encl.

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

In the Matter of the Application of	)	
Lo-Buck Farms, LLC for a	)	Application No. 2024-0620
Groundwater Permit in Texas County	)	

**PROPOSED  
DEFAULT ORDER**

**ON THE 7<sup>th</sup>** day of May, 2025, at approximately 9:11 a.m., the above numbered and entitled cause scheduled for 9:00 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. 2024-0620 (“Application”) filed by Lo-Buck Farms, LLC (“Applicant”). The Application seeks a groundwater permit authorizing the use of 307.6 acre-feet of groundwater per year.

The Applicant, Darren Buck, appeared at the time scheduled for the hearing on May 7, 2025. Neither the Protestant Denning Santee AgCo., Inc. nor their legal counsel appeared for the hearing. Testimony from Mr. Darren Buck was taken, and the following Oklahoma Water Resources Board Exhibits were admitted into the record: 1: Application No. 2024-0620; 2: Ownership Documents; 3. Notice of Application; 4. Proof of Service; 5. Proof of Publication; 6. Protest of Denning Santee AgCo., Inc., by attorney Jeremy Graber; 7. Response to Protest; and 8. Notice of Hearing and Green Cards.

The record shows that due and proper notice of the hearing was given to the Protestant’s legal counsel, Denning Santee AgCo., Inc. of the Hearing date and location. The Notice Setting Hearing was sent by certified U.S. Mail, showing receipt of same on March 24, 2025. The Notice Setting Hearing gave a date, time, and location for the administrative hearing and explained the nature of the administrative hearing and the issues that would be presented.

The Applicant and Protestant have been afforded due process of law and an adequate opportunity to be heard. The Protestant Denning Santee AgCo., Inc. has defaulted and abandoned any interests by failing to appear at the hearing according to Oklahoma Administrative Code ("OAC") 785:4-7-3(c), which states “In protested proceedings including enforcement actions initiated by Board staff and unless otherwise waived by the Board, the applicant and protestants or respondents, as the case may be, must appear at the hearing, either personally, by representative or by legal counsel. The failure of an interested party to appear shall be deemed to constitute default and abandonment of interest by the party failing to appear and shall preclude the party from being heard further unless good cause for such failure to appear is shown within five (5) days from the date of the hearing.” No good cause has been provided by the Protestant.

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 Notice of Hearing dated March 20<sup>th</sup>, 2025, are deemed to have been met by the Applicants for Application No. 2024-0620.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Application No. 2024-0620 by Lo-Buck Farms, LLC 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

\_\_\_\_\_  
Thomas A. Goreman, Vice Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary

(SEAL)



# OKLAHOMA

## Water Resources Board

**June 3, 2025**

TO ALL INTERESTED PARTIES LISTED

Re: **Proposed Default Order  
In the Matter of Deer Lake Dam  
Sunset Lake Estates, Inc.**

Dear Interested Persons

Enclosed is a **Proposed Default Order** that has been prepared by the Board Hearing Examiner in the above-referenced matter. This **Proposed Default Order** will be presented to the Board for its consideration and official action at the next regular meeting scheduled for **Tuesday, June 17, 2025**. That meeting is scheduled to commence at **9:30 a.m.**, and will be held in the second floor Board Room at the **Oklahoma Water Resources Board, 3800 N. Classen Blvd., Oklahoma City, OK 73118**.

At the Board meeting, the order will be set for summary disposition. There is no opportunity for comment on items placed before the Board for summary disposition without a motion from a Board Member. While anyone may attend a public meeting of the Board, there will not be an opportunity for public comment on this matter. No new or additional evidence may be presented at this meeting. The enclosed Order may be approved, denied or modified by the Board.

Should you have any questions concerning this notification, the proposed Order or the Board meeting, please contact Angela Rodriguez at (405) 530-8800.

Sincerely,

Angela Rodriguez  
Legal Assistant

Encl.

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

**IN THE MATTER of Deer Lake  
Dam in the SW/4 NW/4 NE/4 of Section 28,  
Township 17 N, Range 1 W.I.M.  
Logan County, Oklahoma**

**NID ID: OK 1112  
NOV No.: DS-2025-0008**

**Respondent.**

**PROPOSED DEFAULT  
ORDER BY CONSENT**

**ON THE 28<sup>th</sup> day of April, 2025**, the above numbered and entitled cause for Oklahoma National Inventory of Dams ID No. OK 1112, the subject of Notices of Violation (“NOV”) No. DS-2025-0008, came on for hearing on the issue of whether Respondent violated Oklahoma law for failure to complete an annual inspection of high hazard potential dams pursuant to the authority granted by 82 O.S. §110.10. The hearing was located on the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma, before the assigned Hearing Examiner, David Mueller. The State of Oklahoma, ex rel. Oklahoma Water Resources Board (“OWRB”), was represented by the Andrew Price, Assistant General Counsel with the OWRB Office of General Counsel. Respondent Sunset Lake Estates, Inc. for Deer Lake Dam failed to appear.

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. The Respondent, Jocelyn Hale, Sunset Lake Estates Treasurer, acknowledged the Notice of Violation by email on or about April 21<sup>st</sup>, 2025, and communicated knowledge and acceptance of a Default Order so that they would not need to attend the hearing. See copy of said email attached hereto. The Notice of Violation certified mail was returned to sender as “Unclaimed”, dated March 29, 2025. A notation on the envelope states that it was “resent regular mail” on April 7<sup>th</sup>, 2025. In the absence of the Respondent, who had an opportunity for a hearing and for whom the OWRB has good service that was confirmed by email communications that indicated consent for a default judgment, a judgment by default pursuant to 75 O.S. §309(E) and OAC 785:4-7-3(d) can be entered. The Board has proper jurisdiction pursuant to 82 O.S. §§110.1 - §110.5, and OAC 785, Chapter 25, Subchapter 9. See also specifically, OAC 785:25-9-1. The Findings of Fact and Conclusions of Law are fully incorporated and restated herein.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

The Board adopts and incorporates the findings of law and fact above. The Respondent is in default for failure to appear for the hearing after receiving proper notice by OWRB, for violating Oklahoma Law for failure to complete an annual inspection of high hazard potential dams. The administrative penalty in the amount of \$500.00 (Five-hundred dollars) has been paid by Respondent. **The only stated action that is required is that Respondent shall be required to submit an annual inspection report meeting minimum standards on or before the date of September 1<sup>st</sup>, 2025, including payment of a \$350.00 filing fee and \$50.00 late fee.**

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

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Thomas A. Gorman, Vice Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary (SEAL)

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

IN THE MATTER of Deer Lake	)	
Dam in the SW/4 NW/4 NE/4 of	)	
Section 28, Township 27 N, Range 10	)	NID ID: OK11112
East of the Indian Meridian, Osage	)	NOV No.: DS-2025-0008
County, Oklahoma,	)	
Respondent,	)	

**NOTICE OF VIOLATION, ASSESSMENT OF ADMINISTRATIVE PENALTY, AND  
NOTICE OF OPPORTUNITY FOR HEARING**

To: Sunset Lake Estates Inc.	)	
HC71 Box 114	)	Respondent
Pawhuska, OK 74056	)	

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

**PLEASE BE ADVISED AND ON NOTICE:** the above named Respondent has violated Oklahoma Law for failure to complete an annual inspection of high hazard potential dams. Pursuant to the authority granted by 82 O.S. 110.10 The Oklahoma Water Resources Board ("Board") imposes against the Respondent the administrative penalties and requires Respondent perform the Required Actions hereinafter specified.

It is Respondents right to request opportunity for a hearing on this matter. **Accordingly, this matter is set for a hearing at 9:30 in the morning at the Oklahoma Water Resources Board Second Floor Board Room, 3800 N. Classen Blvd., Oklahoma City, Oklahoma on the 28<sup>th</sup> day of April 2025.** Respondent, or their legal representative, may appear then and there before a hearing examiner appointed by the Board and show good cause for their failure to comply with Oklahoma Law.

**I. SUMMARY:**

Board staff is asserting that you, Sunset Lake Estates Inc., Respondent, violated Board rules relating to annual inspection of high hazard-potential dams reporting requirements. Respondent is instructed to pay an administrative penalty and complete the Required Actions by April 28<sup>th</sup>, 2025, or else be subject to additional penalties.

## **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 rules relating to hazard and size classifications, minimum standards for design, operation and maintenance of dams, and fee schedules for inspections and other services. 82 O.S. §§ 110.4 and 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:

1. 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.
2. The Board shall have the authority to inspect existing dams and dams under construction, and dams classified as having high hazard-potential shall be inspected at least once annually. 82 O.S. §110.5(4)(a); and OAC 785: 25-9-1(b).
3. Dam owners are responsible for the adequate maintenance, operation, and inspection of an existing dam. OAC 785:25-3-2(a)(2).
4. The Board shall notify dam owners of the date the periodic inspection of the dam is due, and failure of the owner to have the inspection completed shall constitute a violation of Board rules. OAC 785:25-9-1(f).
5. Minimum dam inspection report standards require a qualified person submit a written report describing any dam safety deficiencies observed and outline remedial actions to be taken to address those deficiencies as follows:
  - a. Engineering inspection reports shall be prepared for each inspection completed. The inspecting engineer shall record their findings of the inspection and submit a written inspection report to the Board not later than 30 days after the inspection.
  - b. All inspections shall also include documentary digital photographs of the dam, auxiliary spillway, principal spillway inlet structure, principal spillway outlet, and potential safety concerns. When explanation is needed to identify or describe the safety concern, notes shall be included in the written report to provide this explanation. Photographs shall be attached to the completed inspection report.
  - c. Inspection reports shall include a schedule of corrective actions to be taken to address dam safety deficiencies.
  - d. Periodic inspection reports shall also include review of the Emergency Action



Plan and of the operation and maintenance manual to assure they are still accurate and applicable, as well as any changes in downstream development or other conditions if applicable. OAC 785:25-9-1(g).

6. 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.
7. In addition to administrative penalties, the Board may seek judicial relief to enforce the Oklahoma Dam Safety Act and Board rules by instituting action in district court. 82 O.S. §110.10(C).

### **III. REFERENCE TO PARTICULAR STATUTES AND RULES INVOLVED:**

1. STATUTES: 82 O.S. §§ 110.4, 110.5, and 110.10(C). 75 O.S. §§ 309, 310, 311, 312, 313, 315 and 316.
2. RULES: Oklahoma Administrative Code (“OAC”) Title 785, Chapter 4 (Rules of Practice and Hearings), Subchapters 1, 3, 7, and 9; and Chapter 25 (Dams and Reservoirs), Sections 785:25-3-1, 785:25-3-2(a)(2), 785:23-3-3(a)(2)(C), 785:25-3-3(b), 785:25-9-1(a)-(b), 785:25-9-1(f)-(g), and 785:25-11-1.

### **IV. STATEMENT OF THE MATTERS ASSERTED**

1. Deer Lake Dam is classified as “high hazard-potential” because if it were to fail, the failure would probably cause loss of human life. OAC 785:25-3-3(a)(2)(C) and OAC 785:25-3-3(b)(3).
2. Board staff notified Sunset Lake Estates Inc. on 6/14/2024 that the annual inspection of Deer Lake Dam was due, and failure of the owner to complete the inspection would be a violation of the Oklahoma Dam Safety Act and Board rules.
3. Board staff notified Sunset Lake Estates Inc. again on January 31, 2025 that the annual inspection of Deer Lake Dam was overdue to the Board and requested Sunset Lake Estates Inc. comply with Board rules by submitting the inspection report along with the Three Hundred Fifty Dollar (\$350) inspection fee by December 31, 2024.
4. As of January 30, 2025 Sunset Lake Estates Inc. failed to respond to either notice sent by the Board.
5. As of the date of this Notice no annual inspection report satisfying the requirements of the Oklahoma Dam Safety Act has been received by the Oklahoma Water Resources Board.

6. Deer Lake Dam is in violation of the Oklahoma Dam Safety Act and Board rules for failing to submit an annual dam inspection report.
7. Sunset Lake Estates Inc. violated OAC 785:25-3-2(a)(2) which determines dam owners' responsibilities to provide for dam safety, including the inspection of an existing dam.
8. Sunset Lake Estates Inc. violated 82 O.S. § 110.5(4)(a) and OAC 785:9-1(b)(1) which requires the annual inspection of high hazard-potential dams.
9. Sunset Lake Estates Inc. violated OAC 785:9-1(g) which establishes the minimum standards for a written dam inspection report which is to be submitted to the Board.

#### **V. ADMINISTRATIVE PENALTY IMPOSED BY THE BOARD**

The Board hereby imposes an administrative penalty in the amount of **Five Hundred Dollars (\$500.00)**, as authorized by 82 O.S. § 110.10(C) for failing to have an annual inspection report completed for Deer Lake Dam in accordance OAC 785:25-9-1(b) and OAC 785:25-9-1(g).

#### **VI. REQUIRED ACTIONS**

To cure the ongoing violation which began on January 1, 2025, ("Date of First Violation") Respondent must complete the following Required Actions to bring Deer Lake Dam into compliance with the requirements of the Oklahoma Dam Safety Act.

1. **Pay the Administrative Penalty set forth in Section V, above.**
2. **Sunset Lake Estates Inc. must submit an annual inspection report meeting minimum standards, including Three Hundred Fifty Dollar (\$350.00) filing fee and Fifty Dollar (\$50) late fee.**

If Respondent fails to complete the Required Actions 1 and 2 by April 28, 2025, Respondent may be required to pay additional administrative penalties of Five Hundred Dollars (\$500.00) per day beginning on the Date of First Violation and ending on the date completion of all Required Actions, up to a maximum of Thirty Thousand Dollars (\$30,000.00).

#### **VII. OPPORTUNITY FOR HEARING**

**THIS MATTER IS SET FOR HEARING ON THE 25<sup>th</sup> DAY OF APRIL, 2025, at OWRB HEADQUARTERS, 3800 N. Classen Blvd., Oklahoma City, OK 73118 at 9:30 in the morning.** At the time and place specified above, a hearing will be held before a hearing examiner on behalf of the Board in accordance with the provisions of the Oklahoma Administrative Procedures Act, 75 O.S. 309, 310 *et seq.*

At the hearing, you shall be afforded the opportunity to respond and present evidence and argument on all issues involved. Unless otherwise prohibited by law, informal disposition may be made by stipulation, agreed settlement, consent order, or default.

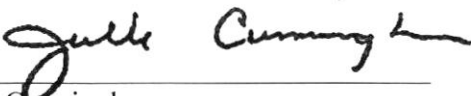
A record shall be made of the hearing and shall include (1) All pleadings, motions and intermediate rulings; (2) Evidence received or considered at the individual proceeding; (3) A statement of matters officially noticed; (4) Questions and offers of proof, objections, and rulings thereon; (5) Proposed findings and exceptions; (6) Any decision, opinion, or report by the officer presiding at the hearing; and (7) All other evidence or data submitted to the hearing examiner or administrative head in connection with their consideration of the case provided all parties have had access to such evidence. The proceedings shall be electronically recorded. Such recordings shall be maintained for such time so as to protect the record through judicial review. Copies of the recordings shall be provided by the agency at the request of any party to the proceeding. Costs of transcription of the recordings shall be borne by the party requesting the transcription. For judicial review, electronic recordings of an individual proceeding, as certified by the agency, may be submitted to the reviewing court by the agency as part of the record of the proceedings under review without transcription unless otherwise required to be transcribed by the reviewing court. In such a case, the expense of transcriptions shall be taxed and assessed against the non-prevailing party. Parties to any proceeding may have the proceedings transcribed by a court reporter at their own expense.

After the hearing concludes, the Hearing Examiner will evaluate the case and prepare a "Proposed Order" for consideration and subsequent action by the Board. You will be notified and mailed a copy of the Proposed Order at least fifteen (15) days prior to a final hearing on the matter to be held by the Board at one of its regularly scheduled meetings. The board will ultimately make the final decision and issue the final Order.

**You are not required to appear at the Hearing. However failure of a party to appear at the hearing may result in (a) a ruling that you have defaulted and abandoned your opportunity for a hearing, and (b) the ultimate submission of the case to the Board for action by summary disposition, based upon the application file, record of individual proceeding and other evidence and information of record, without further notice to you.**

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 16<sup>th</sup> day of March 2025.

  
\_\_\_\_\_  
Julie Cunningham,  
Executive Director

**From:** Natalie Orbesen  
**Sent:** Wednesday, April 23, 2025 9:19 AM  
**To:** Sunset Lake Estates <[sunsetlakeestates@gmail.com](mailto:sunsetlakeestates@gmail.com)>  
**Cc:** Emma Moradi <[Emma.Moradi@owrb.ok.gov](mailto:Emma.Moradi@owrb.ok.gov)>  
**Subject:** RE: [EXTERNAL] Deer Lake Dam

Good morning,

Yes, please also make sure to pay the regular inspection review fee of \$350, in addition to the penalty fee.

You are not required to attend the hearing. On that date, a default order will be issued with a new deadline to complete the inspection. Please note that if the inspection is not completed by the new deadline, additional penalties may be assessed.

Let me know if you have any questions.

Thank you,

Natalie Orbesen, P.E., CFM, CPESC-IT | Dam Safety Program Manager  
Engineering and Planning Division  
(405) 530-8847



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**From:** Sunset Lake Estates <[sunsetlakeestates@gmail.com](mailto:sunsetlakeestates@gmail.com)>  
**Sent:** Monday, April 21, 2025 11:12 AM  
**To:** Natalie Orbesen <[Natalie.Orbesen@owrb.ok.gov](mailto:Natalie.Orbesen@owrb.ok.gov)>  
**Subject:** [EXTERNAL] Deer Lake Dam

NID ID: OK11112  
NOV No.: DS-2025-0008

Re: Notice of Violation, assessment of admin penalty and notice of opportunity for hearing

Per our conversation earlier today I have paid the \$500 penalty fee on line and attached the receipt.

I apologize for the delay in getting our inspection completed. Our board president resigned and there are many new board members. Several of which are new residents to Sunset Lake. We have contacted our PE to get the inspection scheduled and completed.

My understanding is that after paying the fee and sending this email this matter will go to a default judgement and it will not be necessary for us to appear at the hearing on April 28th, 2025. Also, a new deadline will be issued to us for completion of the inspection.

If I have misunderstood please let me know.

Thank you for your assistance in this matter.

Jocelyn Hale  
Sunset Lake Estates Treasurer  
918-766-1850

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

**IN THE MATTER of the Stan Raetz Dam  
In the NW/4 of Section 17, Township 12N,  
Range 12 W.I.M., Caddo County, Oklahoma**

**NID ID: OK 30390  
NOV No.: DS-2025-0009**

**Respondent.**

**PROPOSED  
DEFAULT ORDER**

**ON THE 28<sup>th</sup>** day of April, 2025, the above numbered and entitled cause on Oklahoma NID ID No. OK 30390, NOV No. DS-2025-0009, came on for hearing on the issue of whether Respondent completed the submission requirements of a complete Notice of Completion of Works (“NOCOW”) form in relation to the Stan Raetz Dam to make modifications to it. The hearing was located on the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma, before the assigned Hearing Examiner, David Mueller. The State of Oklahoma, ex rel. Oklahoma Water Resources Board (“OWRB”), was represented by the Andrew Price, Assistant General Counsel with the OWRB Office of General Counsel. Respondent Stan Raetz for the Stan Raetz Dam failed to appear.

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. Notice was provided to Respondent, as documented by the Exhibits that were admitted into evidence as: Exhibit “A”, Notice of Violation; Exhibit “1-A”, Proof of Mailing, Exhibit “2”, OWRB Letter dated February 28, 2024, Exhibit “3”, OWRB Letter dated September 6, 2024, Exhibit “4”, OWRB Letter dated January 22, 2025, Exhibit “5”, OWRB Email dated July 25, 2024, Exhibit “6”, OWRB Email dated January 10, 2025, Exhibit “7”, OWRB Email dated 1.23.2025, Exhibit “8”, Notice of Completion Form. See the attached copies, which are incorporated as reference as are intended to be included as part of this order. In the absence of the Respondent, who had an opportunity for a hearing and for whom the OWRB has good service, a judgment by default pursuant to 75 O.S. §309(E) and OAC 785:4-7- 3(d) can be entered. The Board has proper jurisdiction pursuant to 82 O.S. §§110.1 - §110.20, and OAC 785:25-3-1 and OAC 785:25-9-3. The Findings of Fact and Conclusions of Law are fully incorporated and restated herein.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:**

The Board adopts and incorporates the findings of law and fact above. The Respondent is in default for failure to appear for the hearing after receiving proper notice by OWRB, for violating Oklahoma Law relating to the submission requirements of a complete Notice of Completion of Works (NOCOW) form with all supplementary attachments. The Board hereby imposes an administrative penalty in the amount of \$500.00 (Five-hundred dollars) per day, beginning on the date that this Order is approved, and ending on the date of completion of all Required Actions listed in OWRB’s Exhibit “1”, paragraph VI, pursuant to and in accordance with OAC 785:27-7-6 and 82 O.S. §110.8(B), not to exceed \$30,000.00 total.

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

OKLAHOMA WATER RESOURCES BOARD

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Thomas A. Gorman Vice- Chairman

ATTEST:

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Suzanne Landess, Secretary (SEAL)

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

IN THE MATTER of Stan Raetz Dam	)	
in the NW/4 of	)	
Section 17, Township 12 N, Range 12	)	NID ID: OK30390
West of the Indian Meridian,	)	NOV No.: DS-2025-0009
Caddo County, Oklahoma,	)	
Respondent,	)	

**NOTICE OF VIOLATION, ASSESSMENT OF ADMINISTRATIVE PENALTY, AND  
NOTICE OF OPPORTUNITY FOR HEARING**

To: Mr. Stan Raetz	)	
PO Box 391	)	Respondent
Hydro, Oklahoma 73048	)	

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

**PLEASE BE ADVISED AND ON NOTICE:** the above-named Respondent has violated Oklahoma Law relating to the submission requirements of a complete Notice of Completion of Works (NOCOW) form with all supplementary attachments. Pursuant to the authority granted by 82 O.S. § 110.10, The Oklahoma Water Resources Board ("Board") imposes against the Respondent the administrative penalties and requires the Respondent to perform the Required Actions hereinafter specified.

It is the Respondent's right to request an opportunity for a hearing on this matter. **Accordingly, this matter is set for a hearing at 9:30 in the morning at the Oklahoma Water Resources Board Second Floor Board Room, 3800 N. Classen Blvd., Oklahoma City, Oklahoma on the 28th day of April 2025.** Respondent, or their legal representative, may appear then and there before a hearing examiner appointed by the Board and show good cause for their failure to comply with Oklahoma Law.

**I. SUMMARY:**

Mr. Stan Raetz, Respondent, as owner of Stan Raetz Dam, violated Board rules and the Oklahoma Dam Safety Act relating to the submission requirements of a complete Notice of Completion of Works with all supplementary attachments. Respondent is instructed to pay an administrative penalty and complete the Required Actions by April 28, 2025, or else be subject to additional penalties.

**EXHIBIT**

tabbies

1



## **II. STATEMENT OF LEGAL AUTHORITY AND BOARD JURISDICTION:**

Oklahoma dams, with appurtenant works that meet the criteria of 82 O.S. § 110.4, are subject to the provisions of 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 rules relating to hazard and size classifications, minimum standards for design, operation and maintenance of dams, and fee schedules for inspections and other services. 82 O.S. §§ 110.4 and 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:

1. 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).
2. "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.
3. In accordance with OAC 785:25-7-6. "Within thirty (30) days of completion of a new dam or reservoir or enlargement or repair of a dam or reservoir, the owner shall give notice of completion and as soon thereafter as possible shall file supplementary drawings or descriptive matter showing or describing the dam or reservoir as actually constructed, including the following:
  - (1) A record of all grout holes and grouting;
  - (2) A record of permanent location points and bench marks;
  - (3) A record of tests of concrete soils, or other materials used in the construction of the dam or reservoir;
  - (4) Any other items which may be of permanent value and have a bearing on the safety and performance of the dam or reservoir; and
  - (5) For dams classified as high hazard-potential, a breach analysis report and map showing the breach inundation area utilizing the publication Hydrologic and Hydraulic Guidelines for Dams in Oklahoma, Oklahoma Water Resources Board, Dam Safety Program, August 2011."
4. 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]."



5. 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.
6. In addition to administrative penalties, the Board may seek judicial relief to enforce the Oklahoma Dam Safety Act and Board rules by instituting action in district court. 82 O.S. §110.10(C).

### **III. REFERENCE TO PARTICULAR STATUTES AND RULES INVOLVED:**

1. STATUTES: 82 O.S. §§ 110.4, 110.5, 110.10(C), and 110.8(B);  
75 O.S. §§ 309, 310, 311, 312, 313, 315 and 316.
2. RULES: Oklahoma Administrative Code ("OAC") Title 785, Chapter 4 (Rules of Practice and Hearings), Subchapters 1, 3, 7, and 9; and  
Chapter 25 (Dams and Reservoirs), Sections 785:25-3-1, 785:25-3-2(a)(2),  
785:25-3-3(a)(2)(A), 785:25-3-3(b), and 785:25-7-6.

### **IV. STATEMENT OF THE MATTERS ASSERTED**

1. Stan Raetz Dam is classified as "low hazard-potential" because if it were to fail, the failure would result in no probable loss of human life and low economic losses. OAC 785:25-3-3(a)(2)(A) and OAC 785:25-3-3(b)(3).
2. Board staff notified Mr. Stan Raetz via letter on 02/28/2024 that the application pertaining to the modifications for Stan Raetz Dam were approved by the Board on 2/20/2024 and an NOCOW form along with one set of As-Built plans should be submitted to the Board within ten (10) days of completing the dam project.
3. Board staff spoke to Mr. Stan Raetz on 07/10/2024 and the Respondent claimed that the modifications were complete on the Stan Raetz Dam.
4. Board staff then notified Mr. Stan Raetz on 07/25/2024 via email that the NOCOW form and the supplementary attachments for Stan Raetz Dam were due for submittal by 08/31/2024.
5. Board staff notified Mr. Stan Raetz again via letter on 09/06/2024 that the NOCOW form and supplementary attachments for Stan Raetz Dam were due to the Board and requested Mr. Stan Raetz comply with Board rules by submitting the file by 09/30/2024; and Mr. Stan Raetz failed to respond.
6. Board staff notified Mr. Stan Raetz again via letter on 01/22/2025 that the NOCOW form and supplementary attachments for Stan Raetz Dam were due to the Board and requested

Mr. Stan Raetz comply with Board rules by submitting the file by 02/28/2025, and failure of the owner to submit by said date would be a violation of the Oklahoma Dam Safety Act and Board rules; and Mr. Stan Raetz failed to respond.

7. As of the date of this Notice, Mr. Stan Raetz has failed to respond to either notice sent by the Board.
8. As of the date of this Notice, no submissions of NOCOW form and supplementary attachments satisfying the requirements of the Oklahoma Dam Safety Act have been received by the Oklahoma Water Resources Board.
9. Stan Raetz Dam is in violation of the Oklahoma Dam Safety Act and Board rules for failing to submit a NOCOW form and supplementary attachments:
10. Mr. Stan Raetz violated OAC 785:25-3-2(a)(2) which determines dam owners' responsibilities to provide for dam safety, including the filing of a notice of completion.
11. Mr. Stan Raetz violated 82 O.S. § 110.8(B) and OAC 785:25-7-6 which requires the owner to file a notice of completion including supplementary attachments immediately upon completion of a project.

#### **V. ADMINISTRATIVE PENALTY IMPOSED BY THE BOARD**

The Board hereby imposes an administrative penalty in the amount of **Five Hundred Dollars (\$500)**, as authorized by 82 O.S. § 110.10(C) for failing to complete a NOCOW form with supplementary attachments for the Stan Raetz Dam in accordance with OAC 785:25-7-6 and 82 O.S. § 110.8(B).

#### **VI. REQUIRED ACTIONS**

To cure the ongoing violation, which began on September 1, 2024 ("Date of First Violation"), Respondent must complete the following Required Actions to bring Stan Raetz Dam into compliance with the requirements of the Oklahoma Dam Safety Act.

1. **Pay the Administrative Penalty set forth in Section V, above.**
2. **Respondent must submit a NOCOW form and necessary supplementary attachments to the Board, as listed below, describing the dam modifications as actually constructed, in accordance with OAC 785:25-7-6.**
  - a. **One set of As-Built Plans in PDF format or on 11"x17" paper**
  - b. **Discharge/elevation Curves for each spillway**
  - c. **Area/capacity curves for lake storage**
  - d. **Additional attachments as required by the Board**

If Respondent fails to complete the Required Actions 1 and 2 by April 28, 2025, Respondent may be required to pay additional administrative penalties of Five Hundred Dollars

(\$500.00) per day beginning on the Date of the First Violation and ending on the date of completion of all Required Actions, up to a maximum of Thirty Thousand Dollars (\$30,000).

## **VII. OPPORTUNITY FOR HEARING**

**THIS MATTER IS SET FOR HEARING ON THE 28 DAY OF APRIL, 2025, at OWRB HEADQUARTERS, 3800 N. Classen Blvd., Oklahoma City, OK 73118 at 9:30 in the Morning.** At the time and place specified above, a hearing will be held before a hearing examiner on behalf of the Board in accordance with the provisions of the Oklahoma Administrative Procedures Act, 75 O.S. 309, 310 *et seq.*

At the hearing, you shall be afforded the opportunity to respond and present evidence and argument on all issues involved. Unless otherwise prohibited by law, informal disposition may be made by stipulation, agreed settlement, consent order, or default.

A record shall be made of the hearing and shall include (1) All pleadings, motions and intermediate rulings; (2) Evidence received or considered at the individual proceeding; (3) A statement of matters officially noticed; (4) Questions and offers of proof, objections, and rulings thereon; (5) Proposed findings and exceptions; (6) Any decision, opinion, or report by the officer presiding at the hearing; and (7) All other evidence or data submitted to the hearing examiner or administrative head in connection with their consideration of the case provided all parties have had access to such evidence. The proceedings shall be electronically recorded. Such recordings shall be maintained for such time so as to protect the record through judicial review. Copies of the recordings shall be provided by the agency at the request of any party to the proceeding. Costs of transcription of the recordings shall be borne by the party requesting the transcription. For judicial review, electronic recordings of an individual proceeding, as certified by the agency, may be submitted to the reviewing court by the agency as part of the record of the proceedings under review without transcription unless otherwise required to be transcribed by the reviewing court. In such a case, the expense of transcriptions shall be taxed and assessed against the non-prevailing party. Parties to any proceeding may have the proceedings transcribed by a court reporter at their own expense.

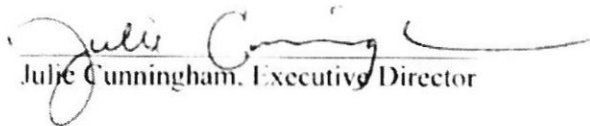
After the hearing concludes, the Hearing Examiner will evaluate the case and prepare a "Proposed Order" for consideration and subsequent action by the Board. You will be notified and mailed a copy of the Proposed Order at least fifteen (15) days prior to a final hearing on the matter to be held by the Board at one of its regularly scheduled meetings. The Board will ultimately make the final decision and issue the final Order.

**You are not required to appear at the Hearing. However, failure of a party to appear at the hearing may result in (a) a ruling that you have defaulted and abandoned your opportunity for a hearing, and (b) the ultimate submission of the case to the Board for action by summary disposition, based upon the application file, record of individual proceeding and other evidence and information of record, without further notice to you.**

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 24 day of March, 2025

  
Julie Cunningham, Executive Director

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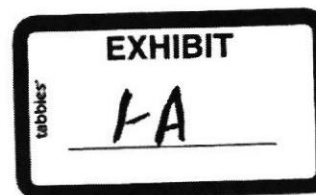
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
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<input type="checkbox"/> Ad...	\$

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Post to: **Stan Raetz**  
**PO Box 391**  
**Hydro, Oklahoma 73408**

\$ Total  
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 City:

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



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- Attach PS Form 3811 to your mailpiece.

**IMPORTANT: Save this receipt for your records.**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

Stan Raetz  
PO Box 391  
Hydro, Oklahoma 73408



9590 9402 8597 3244 7614 97

2. 9589 0710 5270 0130 9589 19

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Mary Raetz*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Mary Raetz

C. Date of Delivery

Is different from item 1? ☐ Yes  
Delivery address below: ☐ No

73048 USPS

3. Service Type

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Delivery Restricted Delivery

Restricted Delivery

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9590 9402 8597 3244 7614 97



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Permit No. G-10

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Oklahoma Water Resources Board  
OGC - Angela Rodriguez  
3800 N. Classen Blvd.  
Oklahoma City, OK 73118







# OKLAHOMA

## Water Resources Board

February 28, 2024

Stan Ractz  
P.O. Box 391  
Hydro, OK 73048

**RE: Application for Modification/Repair of Stan Ractz Dam, Low Hazard-Potential Dam in Section 17, Township 12N, Range 12WIM, Caddo County – OK30390 Consideration of Application for Approval by the Board**

Dear Mr. Ractz,

I am pleased to inform you that your application for the modification/repair of the above referenced dam was approved by the Oklahoma Water Resources Board (OWRB) at its regular monthly meeting on February 20, 2024. Please ensure that all necessary permits have been obtained from those Federal, State, and/or local government agencies from which prior approval is required.

Enclosed is the Board Order resulting from the Board Hearing held on September 7, 2023. By filing the above-mentioned application to modify Stan Ractz Dam, you have satisfied the conditions of this Order. Please complete the modification of the dam as proposed in a timely manner.

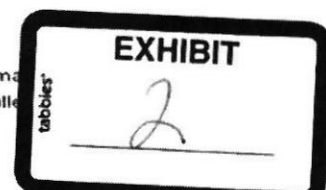
Prior to or during the construction of the project, if substantial changes are to be made, revised construction plans must be submitted to the OWRB for review and approval. Within ten (10) days of completing the project, the enclosed **Notice of Completion of Works** form along with one set of **as-built plans** on 11" x 17" plan sheets should be submitted to the OWRB. Impoundment of water shall not start until the OWRB have reviewed the as-built plans for the dam.

Please inform our office of the scheduled starting date of construction. If you have any questions or if we can be of further assistance, please feel free to contact Zachary Hollandsworth, P.E., at (405) 530-8800.

Sincerely,

Yohanes Sugeng, Chief  
Engineering and Planning Division

Cc: J. Steven Fox, P.E., Fox Engineering, Inc.  
Enclosed: *Notice of Completion of Works*  
*Complaint Closure Letter*  
*OK Water Resources Board Order*





# OKLAHOMA

## Water Resources Board

September 6, 2024

Mr. Stan Raetz  
sraetz1234@gmail.com  
8089 County Road 1030  
Hydro, OK 73048

**RE: ACTION REQUIRED: Request for Notice of Completion of Works, Stan Raetz Dam (OK30390), Caddo County, Low Hazard-Potential Classification**

Dear Mr. Raetz:

The Oklahoma Water Resources Board (Board) is charged with oversight of the maintenance and operation of certain jurisdictional dams in the state. In accordance with Oklahoma Administrative Code (OAC) 785:25-7-6, immediately upon completion of a new dam or an enlargement or repair of a dam or reservoir, the owner shall give notice of completion and shall file supplementary drawings describing the dam or reservoir as actually constructed.

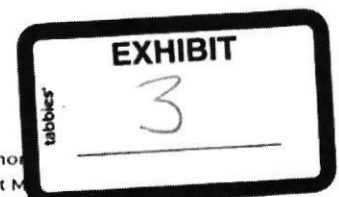
The OWRB was informed on July 10, 2023 that the modifications constructed at **Stan Raetz Dam** have been completed. Therefore, please consult with your engineer to complete and submit the enclosed *Notice of Completion of Works* form, along with all the required attachments listed in the form, no later than **September 30, 2024**.

Thank you for your cooperation with the Oklahoma Dam Safety Program. If you have any questions regarding the program, please contact our program lead, Natalie Orbesen, P.E., at (405) 530-8800.

Best regards,

Yohanes Sugeng, Chief  
Engineering and Planning Division

Cc: J. Steven Fox, P.E., Fox Engineering, Inc.  
Encl: *Notice of Completion of Works* Form





## OKLAHOMA

### Water Resources Board

January 22, 2025

Mr. Stan Raetz  
8089 County Road 1030  
Hydro, OK 73048

**RE: ACTION REQUIRED: Request for Notice of Completion of Works, Stan Raetz Dam (OK30390) in Section 17, Township 12N, Range 12WIM, Caddo County, Oklahoma, Low Hazard-Potential Dam**

Dear Mr. Raetz:

The Oklahoma Water Resources Board (Board) is charged with oversight of the maintenance and operation of certain jurisdictional dams in the state. On February 20, 2024, the Board approved the application for the modifications at Stan Raetz dam. On January 10, 2025, you informed Board staff that the modifications had been successfully completed.

In accordance with Oklahoma Administrative Code (OAC) 785:25-7-6, the owner is required to provide notice of completion and submit As-Built plans within thirty (30) days of project completion.

Therefore, please consult with your engineer to complete and submit the enclosed *Notice of Completion of Works* form, one-set of **As-Built plans**, and any necessary attachments listed in the form to the Board.

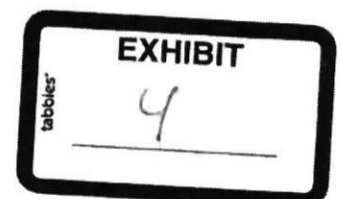
Failure to provide the Board with the required documentation by **February 28, 2025**, will result in the Board initiating enforcement proceedings which may include inspection fees, administrative penalties of up to five hundred dollars (\$500.00) per day per violation, and judicial enforcement in district court. See 82 O.S. § 110.10 and 82 O.S. § 105.27.

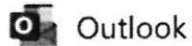
Please be aware that the dam has been forwarded to the OWRB Water Rights Administrative Division for their review of water rights requirements. Thank you for your cooperation with the Oklahoma Dam Safety Program. If you have any questions regarding the program, please contact our program lead, Natalie Orbesen, P.E., at (405) 530-8800.

Sincerely,

Yohanes Sugeng, Chief  
Engineering and Planning Division

Cc: J. Steven Fox, P.E., Fox Engineering, Inc.  
Encl: Board Approval Letter  
*Notice of Completion of Works Form*





Outlook

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**RE: [EXTERNAL] Re: Request for Notice of Completion of Works for Stan Raetz Dam (OK30390)**

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**From** Luis Peralta <Luis.Peralta@owrb.ok.gov>

**Date** Thu 7/25/2024 4:16 PM

**To** Fox Engineering <foxengineering@sbcglobal.net>; sraetz1234@gmail.com <sraetz1234@gmail.com>

**Cc** Zachary Hollandsworth <Zachary.Hollandsworth@owrb.ok.gov>; Natalie Orbesen <Natalie.Orbesen@owrb.ok.gov>; Byron Waltman <Byron.Waltman@owrb.ok.gov>

 1 attachment (824 KB)

Permit to Construct - Approval Letter 02.28.2024.pdf;

Mr. Fox,

Thank you for forwarding the letter to Mr. Raetz. Earlier this month, one of our staff spoke to Mr. Raetz, who claimed the project to be complete. Also, in the Feb. 28, 2024 letter (attached), its stated "Within ten (10) days of completing the project, the enclosed Notice of Completion of Works form along with one set of as-built plans on 11"x17" plan sheets should be submitted to the OWRB." Therefore, please submit the NOCOW form along with the As-builts by **August 31, 2024**. Please note, impoundment of water shall not start until the OWRB have reviewed the as-built plans for the dam.

Best Regards,

Luis R. Peralta | Dam Safety Engineer  
Engineering & Planning Division  
(405) 530-8875



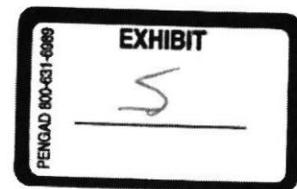
[oklahoma.gov/owrb](https://oklahoma.gov/owrb) | [Top Workplace](#) | [Certified Healthy](#)

**From:** Fox Engineering <foxengineering@sbcglobal.net>

**Sent:** Thursday, July 25, 2024 1:24 PM

**To:** Luis Peralta <Luis.Peralta@owrb.ok.gov>

**Subject:** [EXTERNAL] Re: Request for Notice of Completion of Works for Stan Raetz Dam (OK30390)



Luis: I was in attendance of Mr. Raetz's hearing on September 7th, 2023. After the hearing, I prepared an application for him and submitted same to OWRB. He signed the application on September 19th 2023. As of this date, I have not had any correspondence with him. For all I know he has done nothing or hired someone else.

I have forwarded your email to the email address I have for him.

I have just re-read the Application Approval letter dated Feb 28, 2024. I do not see a deadline date on this letter.

If this was a municipality, it would take a year to get a project like this funded in the annual budget.

***Steve Fox--Fox Engineering, Inc.***

211 E.St NW

P.O. Box 666

Ardmore, Oklahoma 73402

Phone: 580-223-2319

Fax: 580-223-2492

On Thursday, July 25, 2024 at 12:57:50 PM CDT, Luis Peralta <[luis.peralta@owrb.ok.gov](mailto:luis.peralta@owrb.ok.gov)> wrote:

Good Afternoon Mr. Fox,

In accordance with Oklahoma Administrative Code Title 785:25-7-6, we require that you submit a Notice of Completion of Works (NOCOW) form along with the As-Built plans, to certify the completion of the construction/modifications at **Stan Raetz Dam**, Low Hazard.

Please submit a completed NOCOW form (attached) and the As-Built plans by **August 31, 2024**.

Let me know if you have any questions.

Thank you,

Luis R. Peralta | Dam Safety Engineer

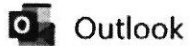
Engineering & Planning Division

(405) 530-8875




**OKLAHOMA**  
Water Resources Board

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## Board Application OK30390

**From** Byron Waltman <Byron.Waltman@owrb.ok.gov>  
**Date** Fri 1/10/2025 10:55 AM  
**To** SRaetz1234@gmail.com <SRaetz1234@gmail.com>  
**Cc** Luis Peralta <Luis.Peralta@owrb.ok.gov>

 1 attachment (483 KB)  
damcomp.pdf;

Dear Stan Raetz,

Per our conversation this morning, I understand work on your dam (OK30390) has been completed. Please complete and return the enclosed Notice of Completion of Works with one set of as-built plans. This form is also available at <https://oklahoma.gov/content/dam/ok/en/owrb/documents/dam-safety/damcomp.pdf>. If you or Steve Fox have any questions, feel free to contact me or Luis Peralta, copied.

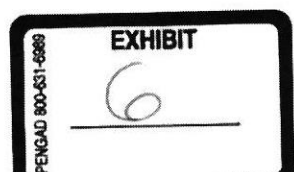
Thank you,

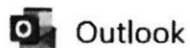
Byron Waltman

**P. Byron Waltman | Complaints Coordinator**  
Water Rights Administration Division  
p. (405) 530-8855  
Oklahoma Water Resources Board



**OKLAHOMA**  
Water Resources Board





## NOTICE for Stan Raetz Dam OK30390

**From** Luis Peralta <Luis.Peralta@owrb.ok.gov>

**Date** Thu 1/23/2025 4:36 PM

**To** foxengineering <foxengineering@sbcglobal.net>; SRAetz1234@gmail.com <sraetz1234@gmail.com>

**Cc** Natalie Orbesen <Natalie.Orbesen@owrb.ok.gov>; Emma Moradi <Emma.Moradi@owrb.ok.gov>; Christopher Heitert <Christopher.Heitert@owrb.ok.gov>

 1 attachment (294 KB)

SENT.1.24.25.NOTICE\_Raetz Request for NOCOW.pdf;

Good Afternoon,

Attached, please find the **Notice** regarding the **Stan Raetz Dam OK30390**.  
A physical copy of this letter has been mailed to the address on file.

Regards,

Luis R. Peralta, EIT | Dam Safety Engineer  
Engineering & Planning Division  
(405) 530-8875  
luis.peralta@owrb.ok.gov



**OKLAHOMA**  
Water Resources Board

[oklahoma.gov/owrb](https://oklahoma.gov/owrb) | [Top Workplace](#) | [Certified Healthy](#)





**Office Use Only:**

Inventory No. \_\_\_\_\_

Stream System \_\_\_\_\_

HUC 12 No. \_\_\_\_\_

**NOTICE OF COMPLETION OF WORKS****OKLAHOMA WATER RESOURCES BOARD**

3800 N. Classen Boulevard

Oklahoma City, Oklahoma 73118

Phone 405-530-8800 Fax 405-530-8900

**Office Use Only:**

Permit No. \_\_\_\_\_

Application No. \_\_\_\_\_

**PRINCIPAL OWNER:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Home \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Business \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ 24-Hour Emergency \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**LOCATION:** \_\_\_\_\_, \_\_\_\_\_ 1/4 \_\_\_\_\_ 1/4 \_\_\_\_\_ 1/4 Section \_\_\_\_\_ Township \_\_\_\_\_ N S Range \_\_\_\_\_ EIM WIM FCM

Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

Creek or River: \_\_\_\_\_ Watershed: \_\_\_\_\_

Nearest Downstream Town or City: \_\_\_\_\_ Distance: \_\_\_\_\_ miles

**METHOD OF DIVERSION: (if applicable)****1. Pump:**

Type \_\_\_\_\_ Inlet size \_\_\_\_\_ inches

Outlet Size \_\_\_\_\_ inches Capacity \_\_\_\_\_ GPM

a. Powered by (type) \_\_\_\_\_ engine: HP \_\_\_\_\_

b. Powered by electric motor. HP \_\_\_\_\_

**2. Method of Application:**

a. Flooding: Main ditch width \_\_\_\_\_ inches, depth \_\_\_\_\_ inches

b. Sprinkler: Length of pipe main line \_\_\_\_\_ feet.

Sprinkler line length \_\_\_\_\_ feet.

Number of sprinkler heads \_\_\_\_\_

Capacity \_\_\_\_\_ GPM Pressure \_\_\_\_\_ PSI

**DAM AND RESERVOIR INFORMATION: (if applicable)****HAZARD CLASSIFICATION:** In accordance with OAC 785 25-3-3Check One: ☐ Low ☐ Significant ☐ High**SIZE CLASSIFICATION:** In accordance with OAC 785 25-3-3Check One: ☐ Small ☐ Intermediate ☐ Large**DAM INFORMATION:**

Name of Dam \_\_\_\_\_

Core: \_\_\_\_\_

• Type \_\_\_\_\_

• Location \_\_\_\_\_

Foundation \_\_\_\_\_

Length \_\_\_\_\_ feet

Height (streambed to top) \_\_\_\_\_ feet

• Structural Height \_\_\_\_\_ feet

• Hydraulic Height \_\_\_\_\_ feet

• Crest Elevation \_\_\_\_\_ feet (msl)

**RESERVOIR INFORMATION:**

Drainage Area \_\_\_\_\_ acres

Storage: \_\_\_\_\_

• Top of Dam \_\_\_\_\_ ac-ft

• Emergency Spillway \_\_\_\_\_ ac-ft

• Principal Spillway \_\_\_\_\_ ac-ft

Surface Area \_\_\_\_\_ acres (top of principal spillway)

Design Flood: Design Storm Precip. \_\_\_\_\_ inches (24-hr. period)

• Probable Max Flood \_\_\_\_\_ %

• Design Flood Inflow \_\_\_\_\_ cfs

**SPILLWAY INFORMATION:**

Principal Spillway Type \_\_\_\_\_

• Size \_\_\_\_\_ inches

• Length \_\_\_\_\_ feet

• Crest Elevation \_\_\_\_\_ feet (msl)

• Maximum Discharge \_\_\_\_\_ cfs

Emergency Spillway Type \_\_\_\_\_

• Crest Elevation \_\_\_\_\_ feet (msl)

• Maximum Discharge \_\_\_\_\_ cfs

• Maximum Width \_\_\_\_\_ feet

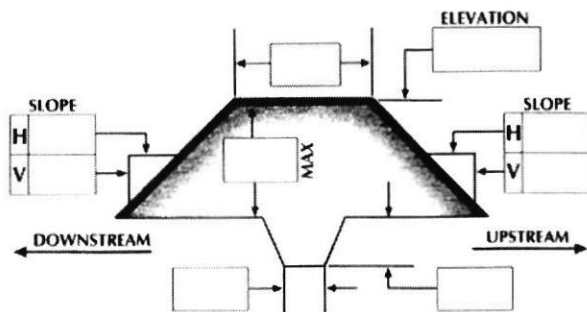
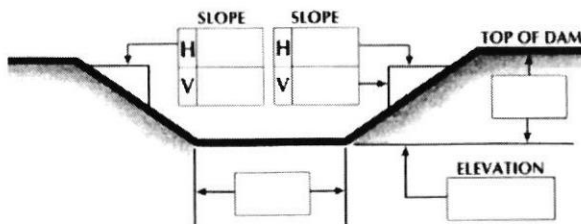
Freeboard at Maximum Discharge \_\_\_\_\_ feet

Valley Floor Pipe Size \_\_\_\_\_ inches

• Valley Floor Elevation \_\_\_\_\_ feet (msl)

• Maximum Discharge \_\_\_\_\_ cfs

• Inlet Elevation \_\_\_\_\_ feet (msl)

**EMBANKMENT Maximum Section (Fill in Data)****EMERGENCY SPILLWAY Control Section (Fill in Data)****ATTACHMENTS REQUIRED:**

(See Page 2 of this Form)

**EXHIBIT**

8

PENGLAD 800-631-6868

DESCRIPTION OF PROJECT SITE PRIOR TO START OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HISTORY OF DAM: (if applicable)**

Date Dam was originally constructed \_\_\_\_\_  
Engineer/Designer \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Location of original plans and specifications \_\_\_\_\_  
Contractor \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Dates and types of modifications or repairs \_\_\_\_\_

**HIGH HAZARD DAM ONLY:**

- a. Dam Breach flood area map (attach copy)      b. Emergency Action Plan (attach copy)

Principal Owner's Signature \_\_\_\_\_  
Date \_\_\_\_\_

**ENGINEER'S CERTIFICATION:** In accordance with OAC 785:25-7-4

I, \_\_\_\_\_, hereby certify that the  
*Please Print*

- ☐ CONSTRUCTION  
☐ ENLARGEMENT      ◀ *Check as Appropriate*  
☐ REPAIR  
☐ ALTERATION  
☐ REMOVAL/BREACH

of the subject dam and its related appurtenances was/were completed in accordance with plans, drawings, and specifications approved by OWRB.

Engineering Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Engineer's Signature: \_\_\_\_\_

Engineer's Oklahoma P.E. Registration No. or Seal: \_\_\_\_\_

(Seal)

**ATTACHMENTS REQUIRED:**

1. One Set of As-Built Plans on 11" X 17" paper
2. Discharge/Elevation Curves for each spillway
3. Area/Capacity Curves for lake storage
- Additional Attachments - High Hazard Dam Only:**
4. Dam Breach flood area map
5. Emergency Action Plan

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

**IN THE MATTER of West Brogden Dam and East  
Brogden Dam in the NE/4 SE/4 of Section 06 and the  
NW/4 SW/4 of Section 05, Township 12 N, Range 11  
West of the Indian Meridian, Caddo County, Oklahoma,  
  
RESPONDENT.**

**NOV NO. DS-2025-0019  
NID ID: OK 30671  
NID ID: OK 30672**

**PROPOSED  
DEFAULT ORDER**

**On the 19<sup>th</sup> day of May, 2025**, the above numbered and entitled cause on Oklahoma Notice of Violation (“NOV”) No. DS-2025-0019, National Inventory of Dams (“NID”) ID Numbers OK 30671 and OK 30672 came on for hearing on the issue of whether Respondent violated Oklahoma Law and Board rules relating to the review of applications and approval of plans and specifications to construct any dam under the Board’s jurisdiction; and post-approval inspection and supervision, and OWRB’s request for administrative penalties and requirements to perform its list Required Actions. The hearing was located on the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma, before the assigned Hearing Examiner, David Mueller. The State of Oklahoma, ex rel. Oklahoma Water Resources Board (“OWRB”), was represented by the Andrew Price, Assistant General Counsel with the OWRB Office of General Counsel. Respondent Dannie Kent Brogden, owner of West and East Brogden Dam, failed to appear for the hearing that was scheduled for May 19, 2025 at 9:30 a.m.

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. Notice of the hearing on this matter was mailed by certified mail identified with USPS tracking number of 9589-0710-5270-0133-1966-15, on April 11<sup>th</sup>, 2025 and was returned to sender being identified by a yellow sticker dated May 9, 2025, as “unclaimed”.

Therefore, in the absence of the Respondent, who had an opportunity for a hearing and for whom the OWRB has good constructive service, a judgment by default pursuant to 75 O.S. §309(E) and OAC 785:4-7- 3(d) can be entered, and the matters asserted in the Notice of Violation are deemed confessed. The Board has proper jurisdiction pursuant to 82 O.S. §§1020 et seq., and OAC 785 Chapter 35.

The Findings of Fact and Conclusions of Law are fully incorporated and restated herein.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

The Board adopts and incorporates the findings of law and fact above. The Respondent is in default for failure to appear for the hearing after receiving proper notice by OWRB, for violating all sixteen (16) counts alleged by OWRB in the attached Notice of Violation. Respondent is required to perform the following actions, and pay an administrative penalty pursuant to 82 O.S. § 110.10(c) as listed below:

1. Pay an administrative penalty in the amount of One Thousand Dollars (\$1,000.00).
2. Pay the Application Filing Fee.
3. File an Application Form and their supporting attachments to the Board, in accordance with OAC 785:25-5-1 for West Brogden Dam.
4. File Application Forms and their supporting attachments to the Board, in accordance with OAC 785:25-5-1 for East Brogden Dam.

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

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Thomas A. Gorman, Vice Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary (SEAL)

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

**IN THE MATTER of Chad Becker,  
d/b/a Rural Oklahoma Water Wells,**

**Respondent.**

**NOV No.: WD-2025-0010  
[DPC No. 0944]**

**PROPOSED  
DEFAULT ORDER**

ON THE 12<sup>th</sup> day of May, 2025, the above numbered and entitled cause Oklahoma Notice of Violation (“NOV”) No. WD-2025-0010, came on for hearing on the issue of whether Respondent violated Oklahoma Groundwater Law found within the Oklahoma Statutes and Board rules relating to well-drilling by failing to meet the minimum well construction standards and/or licensing requirements. The hearing was located on the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma, before the assigned Hearing Examiner, David Mueller. The State of Oklahoma, ex rel. Oklahoma Water Resources Board (“OWRB”), was represented by the Andrew Price, Assistant General Counsel with the OWRB Office of General Counsel. Respondent Chad Becker, doing business as Rural Oklahoma Water Wells, failed to appear for the hearing.

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. The uncontroverted evidence on the record showed that the NOV, including the notice of the hearing, was sent to Respondent by certified mail on or about April 7<sup>th</sup>, 2025, and the Respondent failed to accept delivery. The following OWRB exhibits were admitted into the record: Exhibit “1”, Memorandum dated November 12<sup>th</sup>, 2025; Exhibit “2”, Exhibit “3”, Memorandum dated December 4<sup>th</sup>, 2025 and Exhibit “4”, Statement of Account.

Therefore, in the absence of the Respondent, who had an opportunity for a hearing and for whom the OWRB has good constructive service, a judgment by default pursuant to 75 O.S. §309(E) and OAC 785:4-7- 3(d) can be entered, and the matters asserted in the Notice of Violation are deemed confessed. The Board has proper jurisdiction pursuant to 82 O.S. §§ 1020 et seq., and OAC 785 Chapter 35. The Findings of Fact and Conclusions of Law are fully incorporated and restated herein.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

The Board adopts and incorporates the findings of law and fact above. The Respondent is in default for failure to appear for the hearing after receiving proper notice by OWRB, for violating all seven (7) counts alleged by OWRB in the attached Notice of Violation. Respondent is required to perform the following actions and pay administrative penalties as authorized by 82 O.S. § 1020.22:

1. Complete all corrective measures to resolve the violations set forth in OWRB's Section IV of the Notice of Violation dated July 7<sup>th</sup>, 2025, a copy of which is attached hereto. If Respondent fails to complete all of the listed required actions set forth in OWRB's Notice of Violation within 30 days of this Order, the additional penalty is hereby imposed in the amount of \$5,000 per day in which they are not completed, not to exceed \$30,000.00. Reinstatement of the currently suspended license No. DPC No. 0944 shall not occur until the corrective action is completed.
2. Pay administrative penalties in the total amount of \$4,750.00, which are specified as follows:
  - a. Pay an administrative penalty of two hundred and fifty dollars (\$250.00) for failure to submit a multi-purpose completion report as required by OAC 785: 35-1-4(b)(2)(E) for first-time offenders.
  - b. Pay an administrative penalty of two hundred and fifty dollars (\$250.00) for failure to submit a multi-purpose completion report as required by OAC 785: 35-1-4(b)(2)(E) for first-time offenders
  - c. Pay an administrative penalty of two hundred and fifty dollars (\$250.00) for failure to submit a multi-purpose completion report as required by OAC 785: 35-1-4(b)(2)(E) for first-time offenders
  - d. Pay an administrative penalty of one thousand dollars (\$1,000.00) for failure to maintain minimum standards for well construction as required by OAC in OAC 785: 35-1-4(b)(2)(F) for first-time offenders.
  - e. Pay an administrative penalty of one thousand dollars (\$1,000.00) for failure to maintain minimum standards for well construction as required by OAC in OAC 785: 35-1-4(b)(2)(F).
  - f. Pay an administrative penalty of one thousand dollars (\$1,000.00) for failure to maintain

minimum standards for well construction as required by OAC in OAC 785: 35-l-4(b)(2)(F) for first-time offenders.

- g. Pay an administrative penalty of one thousand dollars (\$1,000.00) for engaging in commercial activity without a license as required by OAC in OAC 785: 35-l-4(b)(2)(A) for first time offenders.

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

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Thomas A. Gorman, Vice Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary (SEAL)

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

**IN THE MATTER of Kim Watts,  
d/b/a K&S Water Well Service,**

**Respondent.**

**NOV No.: WD-2025-0016  
WD-2025-0022  
DPC No.: 1099**

**PROPOSED  
DEFAULT ORDER**

**ON THE 2<sup>nd</sup> day of June, 2025**, at the scheduled time of 9:30 a.m. the above numbered and entitled causes (1) Oklahoma Notice of Violations (“NOV”) Numbered WD-2025-0016 and (2) WD-2025-0022, both with the Drilling Pump Contractor (“DPC”) Numbered 1099, came on for hearing on the issue of whether Respondent violated Oklahoma Groundwater Law found within the Oklahoma Statutes and Board in relation to the drilling and construction of groundwater wells. The hearing was located on the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma, before the assigned Hearing Examiner, David Mueller. The State of Oklahoma, ex rel. Oklahoma Water Resources Board (“OWRB”), was represented by the Andrew Price, Assistant General Counsel with the OWRB Office of General Counsel. Respondent Kim Watts, doing business as K&S Water Well Service, failed to appear for the hearing.

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. Proper notice of the two Notice of Violations was provided by the Oklahoma Water Resources Board, including the notice of the hearing. These are shown to be received by the Respondent via certified mail on or about May 3<sup>rd</sup>, 2025. The USPS Tracking Numbers for the signed green cards are: 9589-0710-5270-0130-9550-17, and 9589-0710-5270-0130-9550-31. A copy of the two (2) Notices of Violation, Assessments



of Administrative Penalty and Notices of Opportunity for Hearing documents sent by the Oklahoma Water Resources Board shall be attached to this order and incorporated herein for reference.

Therefore, in the absence of the Respondent, who had an opportunity for a hearing and for whom the OWRB has good service, a judgment by default pursuant to 75 O.S. §309(E) and OAC 785:4-7- 3(d) can be entered, and the matters asserted in the two (2) Notice of Violations are deemed confessed. The Board has proper jurisdiction pursuant to 82 O.S. §§1020 et seq., and OAC 785 Chapter 35. The Findings of Fact and Conclusions of Law are fully incorporated and restated herein.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

The Board adopts and incorporates the findings of law and fact above. The Respondent is in default for failure to appear for the hearing after receiving proper notice by OWRB, for violating all of the combined thirteen (13) counts alleged by OWRB in the attached Notice of Violation. Respondent is required to perform the following actions and pay administrative penalties as authorized by 82 O.S. § 1020.22:

Complete all listed required corrective measures to resolve the violations as set forth in the Oklahoma Water Resources Board Notice of Violations for WD-2025-0016 and WD-2025-0022, being due by the date of August 18<sup>th</sup>, 2025. In the event Respondent fails to complete each one of the listed required actions set forth in OWRB's two (2) Notices of Violation by August 18<sup>th</sup>, 2025, the additional penalty is hereby imposed in the amount of \$5,000 per day in which they are not completed, not to exceed \$30,000.00.

Pay administrative penalties in the total amount of \$1,250.00, which are specified as follows:

- a. Relating to NOV No. WD-2025-0016: Administrative penalty of \$250.00 for failure to submit a multi-purpose completion report as required by OAC 785:35-1-4(b)(2)(e) for first time offenders.
- b. Relating to NOV No. WD-2025-0022: Administrative penalty of \$1,000.00 for failure to maintain minimum standards for well construction as required by OAC 785:35-1-4(b)(2)(f) for first-time offenders.

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

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Thomas A. Gorman, Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary (SEAL)

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

IN THE MATTER of KIM WATTS,	)	DPC No. 1099
dba K&S WATER WELL SERVICE,	)	NOV No.: WD-2025-0016
Respondent.	)	

**NOTICE OF VIOLATION, ASSESSMENT OF ADMINISTRATIVE PENALTY, AND  
NOTICE OF OPPORTUNITY FOR HEARING**

To: KIM WATTS  
11816 ROWDY RD  
RIPLEY, OK 74062  
918-285-1023

K&S WATER WELL SERVICE  
11816 ROWDY RD  
RIPLEY, OK 74062

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

**PLEASE BE ADVISED AND ON NOTICE:** The above-named Respondent has violated Oklahoma law for failure to comply with statutes and regulations applying to the drilling and construction of groundwater wells; and that a hearing has been scheduled concerning alleged violations of Oklahoma Groundwater Law 82 O.S. § 1020 et seq., and the rules of the Oklahoma Water Resources Board ("Board") OAC 785 Chapter 35.

It is the Respondent's right to an opportunity to a hearing on this matter. **Accordingly, this matter is set for a hearing at 9:30 a.m. in the Oklahoma Water Resources Board Second Floor Board Room, 3800 N. Classen Blvd., Oklahoma City, Oklahoma, on the 2<sup>nd</sup> day of June 2025.** Respondent, or their legal representative, may appear then and there before a hearing examiner appointed by the Board and show good cause for their failure to comply with Oklahoma Law.

**I. SUMMARY:**

1. KIM WATTS, doing business as K&S WATER WELL SERVICE ("Respondent") violated Oklahoma Groundwater Law and Board rules relating to well drilling by failing to meet minimum well construction standards and/or licensing requirements.
2. Respondent is instructed to pay an administrative penalty and complete the Required Actions by the 1<sup>st</sup> day of June 2025, or else be subject to additional penalties.
  - a. By the time and date of the hearing, provide and submit an accurate and complete well completion report.

- b. Pay an administrative penalty of two hundred and fifty dollars (\$250.00) for failure to submit a multi-purpose completion report as required by OAC 785:35-1-4(b)(2)(E) for first-time offenders.

## **II. STATEMENT OF LEGAL AUTHORITY AND BOARD JURISDICTION:**

The Oklahoma Water Resources Board, under directive of 82 O.S. §§1020.16 and 1085.2, is required to adopt appropriate rules and regulations governing applications for licensing persons engaged in the commercial drilling or plugging of groundwater, monitoring and fresh water or site assessment observation wells, wells utilized for heat exchange purposes, including but not limited to heat pump wells and geothermal wells, and in the drilling of geotechnical boring, for the proper completion of groundwater, monitoring and fresh water or site assessment observation wells and wells used for heat exchange purposes and geotechnical boring drilled in the State of Oklahoma, and for the licensing of pump installers and for the proper installation of pumps. The rules and regulations contained in this Chapter are adopted for the purpose of performing the duties of licensing well drillers and pump installers as directed by law. More specifically, the Board is authorized to implement the following statutes and regulations:

1. The Board requires all well completion and plugging reports to be filled out and filed within sixty (60) days after completion or plugging. 82 O.S. § 1020.16; and OAC 785:35-5-3.
2. Board staff shall take steps to ensure commercial drilling and/or pump installation meets minimum construction standards, including but not limited to (1) pursuing voluntary compliance, (2) obtaining the issuance of a cease-and-desist order by the Executive Director; (3) instituting action in a court of competent jurisdiction to enjoin the waste; (4) pursuing suspension of any license or other administrative remedies; and (5) filing a complaint in the district court of the county wherein such violation has occurred. 82 O.S. § 1020.16(G) and 82 O.S. § 1020.16(H); and OAC 785:35-1-4.
3. The Board may, after notice and opportunity for hearing, impose administrative penalties against those who fail, refuse or neglect to comply with the provisions of the Oklahoma Groundwater Law, rules of the Board promulgated pursuant to the Oklahoma Groundwater Law, and orders of the Board. Said penalties shall not exceed Five Thousand Dollars (\$5,000.00) per day for each violation and each day such violation continues shall constitute a separate violation. 82 O.S. § 1020.22(A).
4. The Board may, after notice and hearing, impose on any person administrative penalties of up to Five Thousand Dollars (\$5000.00) and may revoke, suspend or deny renewal of any license or operator certification for each violation of the rules regarding license or certification requirements, the requirement to obtain a license or certification, or minimum construction or installation standards. Each day a violation continues shall constitute a separate violation. Such administrative penalties shall be deposited in the Well Drillers and Pump Installers Remedial Action Indemnity Fund except as otherwise provided in 785:35-1-5(c). OAC 785:35-1-4, quoting 82:1020.16(E).

5. Such administrative penalties shall be imposed only after notice and opportunity for hearing on the proposed imposition of such penalties. 82 O.S. § 1020.22(A).
6. Notice of the opportunity for hearing (this Notice) shall include: (1) A statement of the time, place and nature of the hearing; (2) A statement of the legal authority and jurisdiction under which the hearing is to be held; (3) A reference to the particular sections of the statutes and rules involved; and (4) A short and plain statement of the matters asserted. If the agency or other party is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved. Thereafter, upon application, a more definite and detailed statement shall be furnished. 75 O.S. § 309 (B).
7. In addition to administrative penalties, any person who after notice from the Board, continues to violate, refuse, or neglect to comply with 82 O.S. § 1020.16, shall be guilty of a misdemeanor, and upon conviction shall be fined not less than Twenty-five Dollars (\$25.00) nor more than One Thousand Dollars (\$1,000.00) for each offense. 82 O.S. § 1020.22(B); and OAC 785:3-1-4.

### **III. REFERENCE TO PARTICULAR STATUTES AND RULES INVOLVED:**

1. STATUTES: 82 O.S. §§ 1020.16, 1020.22(A)-(B); and 75 O.S. §§ 309, 310, 311, 312, 313, 315 and 316.
2. RULES: Oklahoma Administrative Code ("OAC") Title 785, Chapter 4 (Rules of Practice and Hearings), Subchapters 1, 3, 7, 9, and 10; and Title 785, Chapter 35 (Well Driller and Pump Installer Licensing), Subchapters 1, 3, 5, 7, 9, 11, and 13.

### **IV. STATEMENT OF THE MATTERS ASSERTED**

#### Violation 1:

1. On March 31, 2025, Zachary McKinney and James Baker, inspectors for the Oklahoma Water Resources Board, performed a groundwater well inspection of a well located at approximate WGS84 Coordinates, 36.022264809174494, -96.90536334453267.
2. The aforementioned well was drilled by KIM WATTS, dba K&S WATER WELL SERVICE, as evidenced by a receipt submitted by the town of Ripley, which hired the Respondent to drill the well.
3. At the time of drilling the well, Respondent, KIM WATTS, dba K&S WATER WELL SERVICE, was licensed by the Board as DPC No. 1099.
4. After a thorough search of OWRB records, no well completion report for the well described in paragraph 1 was found. The absence of such a record indicates that the Respondent failed to file such a report as required by 785:35-5-3.
5. The Respondent violated 82 O.S. §1020.16 and OAC 785:35-5-3 by failing to complete a well completion report within sixty (60) days of drilling the well.
6. The Respondent has not previously violated 82 O.S. §1020.16 and OAC 785:35-5-3 by

failing to complete and provide a well completion report within sixty (60) days of drilling the well and thus this is Respondents first violation under OAC 785:35-1-49(b)(2)(E).

## **V. REQUIRED ACTIONS AND PENALTIES**

Respondent is required to perform the following actions and pay administrative penalties as authorized by 82 O.S. § 1020.22:

1. Complete all corrective measures to resolve the aforementioned violations in section IV so the well meets minimum construction standards and provides proof that the correction/s has been made.
2. Pay an administrative penalty of two hundred fifty dollars (\$250.00) for failure to submit a multi-purpose completion report as required by OAC 785: 35-1-4(b)(2)(E) for first time offenders.

If Respondent fails to complete the Required Actions numbered above by June 2, 2025, the Board may take additional action including imposing administrative penalties of up to Five Thousand Dollars (\$5000.00) per day and may revoke, suspend or deny renewal of any license or operator certification for each violation of the rules regarding license or certification requirements, the requirement to obtain a license or certification, or minimum construction or installation standards. Each day a violation continues shall constitute a separate violation. Such administrative penalties shall be deposited in the Well Drillers and Pump Installers Remedial Action Indemnity Fund except as otherwise provided in 785:35-1-5(c). 82 O.S. § 1020.16(E).

Additionally, your failure to comply with the Required Actions may result in criminal prosecution. 785:35-1-4(a) provides that Any person who, after notice from the Board violates or refuses or neglects to comply with any provision of 82 O.S. 1991, §§1020.1 through 1020.22, as amended, or who commits waste shall be guilty of a misdemeanor, and upon conviction shall be fined not less than Twenty-Five Dollars (\$25.00) nor more than Two Hundred Fifty Dollars (\$250.00) for each offense. Any person who, after notice that he is in violation thereof continues to violate any provision of this act, and fails to comply therewith within a reasonable length of time, is guilty of a separate offense for each day the violation continues.

## **VI. STATEMENT OF DATE, TIME, AND NATURE OF HEARING:**

Date of hearing: Monday, June 2nd, 2025  
Time of hearing: 9:30 a.m.  
Place of hearing: Board Room, 2nd Floor  
Oklahoma Water Resources Board Office  
3800 North Classen Boulevard  
Oklahoma City, Oklahoma

Nature of Hearing: At the time and place specified above, a hearing will be held before a hearing examiner on behalf of the Board in accordance with the provisions of the Oklahoma Administrative Procedures Act, 75 O.S. 309, 310 *et seq.*



At the hearing, you shall be afforded the opportunity to respond and present evidence and argument on all issues involved. Unless otherwise prohibited by law, informal disposition may be made by stipulation, agreed settlement, consent order, or default.

A record shall be made of the hearing and shall include (1) All pleadings, motions and intermediate rulings; (2) Evidence received or considered at the individual proceeding; (3) A statement of matters officially noticed; (4) Questions and offers of proof, objections, and rulings thereon; (5) Proposed findings and exceptions; (6) Any decision, opinion, or report by the officer presiding at the hearing; and (7) All other evidence or data submitted to the hearing examiner or administrative head in connection with their consideration of the case provided all parties have had access to such evidence. The proceedings shall be electronically recorded. Such recordings shall be maintained for such time so as to protect the record through judicial review. Copies of the recordings shall be provided by the agency at the request of any party to the proceeding. Costs of transcription of the recordings shall be borne by the party requesting the transcription. For judicial review, electronic recordings of an individual proceeding, as certified by the agency, may be submitted to the reviewing court by the agency as part of the record of the proceedings under review without transcription unless otherwise required to be transcribed by the reviewing court. In such a case, the expense of transcriptions shall be taxed and assessed against the non-prevailing party. Parties to any proceeding may have the proceedings transcribed by a court reporter at their own expense.

After the hearing concludes, the Hearing Examiner will evaluate the case and prepare a "Proposed Order" for consideration and subsequent action by the Board. You will be notified and mailed a copy of the Proposed Order at least fifteen (15) days prior to a final hearing on the matter to be held by the Board at one of its regularly scheduled meetings. The board will ultimately make the final decision and issue the final Order.

**Failure of a party to appear at the hearing may result in (a) a ruling that you have defaulted and abandoned your opportunity for a hearing, and (b) the ultimate submission of the case to the Board for action by summary disposition, based upon the application file, record of individual proceeding and other evidence and information of record, without further notice to you.**

If you have any questions concerning this Notice of Violation and Assessment of Administrative Penalty or the matters asserted herein, please contact the Administrative Hearings Clerk at (405) 530-8800.

DATED this 1<sup>st</sup> day of May 2025.



Julie Cunningham,  
Executive Director



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

IN THE MATTER of KIM WATTS,                    )  
dba K&S WATER WELL SERVICE,                )  
Respondent.                                        )

DPC No. 1099  
NOV No.: WD-2025-0022

**NOTICE OF VIOLATION, ASSESSMENT OF ADMINISTRATIVE PENALTY, AND  
NOTICE OF OPPORTUNITY FOR HEARING**

To:   KIM WATTS  
      11816 ROWDY RD  
      RIPLEY, OK 74062  
      918-285-1023

      K&S WATER WELL SERVICE  
      11816 ROWDY RD  
      RIPLEY, OK 74062

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

**PLEASE BE ADVISED AND ON NOTICE:** The above-named Respondent has violated Oklahoma law for failure to comply with statutes and regulations applying to the drilling and construction of groundwater wells; and that a hearing has been scheduled concerning alleged violations of Oklahoma Groundwater Law 82 O.S. § 1020 et seq., and the rules of the Oklahoma Water Resources Board ("Board") OAC 785 Chapter 35.

It is the Respondent's right to an opportunity to a hearing on this matter. **Accordingly, this matter is set for a hearing at 9:30 a.m. at the Oklahoma Water Resources Board Second Floor Board Room, 3800 N. Classen Blvd., Oklahoma City, Oklahoma on the 2<sup>nd</sup> day of June 2025.** Respondent, or their legal representative, may appear then and there before a hearing examiner appointed by the Board and show good cause for their failure to comply with Oklahoma Law.

**I. SUMMARY:**

1. KIM WATTS, doing business as K&S WATER WELL SERVICE, ("Respondent") violated Oklahoma Groundwater Law and Board rules relating to well drilling by failing to meet minimum well construction standards and/or licensing requirements.

2. Respondent is instructed to complete the following Required Actions by the 1<sup>st</sup> day of June 2025, or else be subject to additional penalties.

- a. Develop, clean, and disinfect the well to remove any and all cutting material, drilling mud, and potentially introduced bacteria.

- b. Pay an administrative penalty of one thousand dollars (\$1,000.00) for failure to maintain minimum standards for well construction as required by OAC in OAC 785: 35-1-4(b)(2)(F) for first-time offenders.

## **II. STATEMENT OF LEGAL AUTHORITY AND BOARD JURISDICTION:**

The Oklahoma Water Resources Board, under directive of 82 O.S. §§1020.16 and 1085.2, is required to adopt appropriate rules and regulations governing applications for licensing persons engaged in the commercial drilling or plugging of groundwater, monitoring and fresh water or site assessment observation wells, wells utilized for heat exchange purposes, including but not limited to heat pump wells and geothermal wells, and in the drilling of geotechnical boring, for the proper completion of groundwater, monitoring and fresh water or site assessment observation wells and wells used for heat exchange purposes and geotechnical boring drilled in the State of Oklahoma, and for the licensing of pump installers and for the proper installation of pumps. The rules and regulations contained in this Chapter are adopted for the purpose of performing the duties of licensing well drillers and pump installers as directed by law. More specifically, the Board is authorized to implement the following statutes and regulations:

1. The Board requires the well driller to clean and develop the well to remove drill cuttings and drilling mud upon completion of the groundwater well. 82 O.S. § 1020.16; and OAC 785:35-7-1(e).
2. Board staff shall take steps to ensure commercial drilling and/or pump installation meets minimum construction standards, including but not limited to (1) pursuing voluntary compliance, (2) obtaining the issuance of a cease-and-desist order by the Executive Director; (3) instituting action in a court of competent jurisdiction to enjoin the waste; (4) pursuing suspension of any license or other administrative remedies; and (5) filing a complaint in the district court of the county wherein such violation has occurred. 82 O.S. § 1020.16(G) and 82 O.S. § 1020.16(H); and OAC 785:35-1-4.
3. The Board may, after notice and opportunity for hearing, impose administrative penalties against those who fail, refuse or neglect to comply with the provisions of the Oklahoma Groundwater Law, rules of the Board promulgated pursuant to the Oklahoma Groundwater Law, and orders of the Board. Said penalties shall not exceed Five Thousand Dollars (\$5,000.00) per day for each violation and each day such violation continues shall constitute a separate violation. 82 O.S. § 1020.22(A).
4. The Board may, after notice and hearing, impose on any person administrative penalties of up to Five Thousand Dollars (\$5000.00) and may revoke, suspend or deny renewal of any license or operator certification for each violation of the rules regarding license or certification requirements, the requirement to obtain a license or certification, or minimum construction or installation standards. Each day a violation continues shall constitute a separate violation. Such administrative penalties shall be deposited in the Well Drillers and Pump Installers Remedial Action Indemnity Fund except as otherwise provided in 785:35-1-5(c). OAC 785:35-1-4, quoting 82:1020.16(E).

5. Such administrative penalties shall be imposed only after notice and opportunity for hearing on the proposed imposition of such penalties. 82 O.S. § 1020.22(A).
6. Notice of the opportunity for hearing (this Notice) shall include: (1) A statement of the time, place and nature of the hearing; (2) A statement of the legal authority and jurisdiction under which the hearing is to be held; (3) A reference to the particular sections of the statutes and rules involved; and (4) A short and plain statement of the matters asserted. If the agency or other party is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved. Thereafter, upon application, a more definite and detailed statement shall be furnished. 75 O.S. § 309 (B).
7. In addition to administrative penalties, any person who after notice from the Board, continues to violate, refuse, or neglect to comply with 82 O.S. § 1020.16, shall be guilty of a misdemeanor, and upon conviction shall be fined not less than Twenty-five Dollars (\$25.00) nor more than One Thousand Dollars (\$1,000.00) for each offense. 82 O.S. § 1020.22(B); and OAC 785:3-1-4.

### **III. REFERENCE TO PARTICULAR STATUTES AND RULES INVOLVED:**

STATUTES: 82 O.S. §§ 1020.16, 1020.22(A)-(B); and 75 O.S. §§ 309, 310, 311, 312, 313, 315 and 316.

RULES: Oklahoma Administrative Code ("OAC") Title 785, Chapter 4 (Rules of Practice and Hearings), Subchapters 1, 3, 7, 9, and 10; and Title 785, Chapter 35 (Well Driller and Pump Installer Licensing), Subchapters 1, 3, 5, 7, 9, 11, and 13.

### **IV. STATEMENT OF THE MATTERS ASSERTED**

#### Violation 1:

1. On April 15, 2025, Zachary McKinney and James Baker, inspectors for the OWRB, performed a groundwater well inspection of a well located at approximate WGS84 Coordinates, 36.014337800780325, -97.39235158975427, and is identified as 230616 in the OWRB well records database.
2. The aforementioned well was drilled by KIM WATTS, dba K&S WATER WELL SERVICE as evidenced by the well construction receipt submitted by the well owners and the submitted well log.
3. At the time of drilling, Respondent, KIM WATTS, dba K&S WATER WELL SERVICE, was licensed by the Board as DPC No. 1099.
4. It is required for all well drillers that, upon completion of the groundwater well, the well driller shall clean and develop the well to remove drill cuttings and drilling mud and disinfect the well prior to equipment installation. 82 O.S. §1020.16 and OAC 785:35-7-1(e) and OAC 785:35-7-1(f).

5. Drill cuttings and/or drilling mud were observed in the water of the well described in paragraph 1 at the time of inspection.
6. The Respondent violated 82 O.S. §1020.16 and OAC 785:35-7-1(e) by failing to properly clean and develop the well to remove drill cuttings and drilling mud.
7. This is Respondent's first violation under OAC 785-35-1-4(b)(2)(F).

#### **V. REQUIRED ACTIONS AND PENALTIES**

Respondent is required to perform the following actions and pay administrative penalties as authorized by 82 O.S. § 1020.22:

1. Complete all corrective measures to resolve the aforementioned violations in section IV so the well meets minimum construction standards and provides proof that the correction/s has been made.
2. Pay an administrative penalty of one thousand dollars (\$1,000.00) for failure to maintain minimum standards for well construction as required by OAC in OAC 785: 35-1-4(b)(2)(F) for first-time offenders.

If Respondent fails to complete the Required Actions numbered above by June 2, 2025, the Board may take additional action including imposing administrative penalties of up to Five Thousand Dollars (\$5000.00) per day and may revoke, suspend or deny renewal of any license or operator certification for each violation of the rules regarding license or certification requirements, the requirement to obtain a license or certification, or minimum construction or installation standards. Each day a violation continues shall constitute a separate violation. Such administrative penalties shall be deposited in the Well Drillers and Pump Installers Remedial Action Indemnity Fund except as otherwise provided in 785:35-1-5(c). 82 O.S. §1020.16(E).

Additionally, your failure to comply with the Required Actions may result in criminal prosecution. 785:35-1-4(a) provides that Any person who, after notice from the Board violates or refuses or neglects to comply with any provision of 82 O.S. 1991, §§1020.1 through 1020.22, as amended and [Board rules], or who commits waste shall be guilty of a misdemeanor, and upon conviction shall be fined not less than Twenty-Five Dollars (\$25.00) nor more than Two Hundred Fifty Dollars (\$250.00) for each offense. Any person who, after notice that he is in violation thereof continues to violate any provision of this act, and fails to comply therewith within a reasonable length of time, is guilty of a separate offense for each day the violation continues.

#### **VI. STATEMENT OF DATE, TIME, AND NATURE OF HEARING:**

Date of hearing: Monday, June 2nd, 2025  
Time of hearing: 9:30 a.m.  
Place of hearing: Board Room, 2nd Floor  
Oklahoma Water Resources Board Office  
3800 North Classen Boulevard  
Oklahoma City, Oklahoma

Nature of Hearing: At the time and place specified above, a hearing will be held before a hearing examiner on behalf of the Board in accordance with the provisions of the Oklahoma Administrative Procedures Act, 75 O.S. 309, 310 *et seq.*

At the hearing, you shall be afforded the opportunity to respond and present evidence and argument on all issues involved. Unless otherwise prohibited by law, informal disposition may be made by stipulation, agreed settlement, consent order, or default.

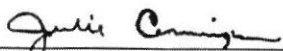
A record shall be made of the hearing and shall include (1) All pleadings, motions and intermediate rulings; (2) Evidence received or considered at the individual proceeding; (3) A statement of matters officially noticed; (4) Questions and offers of proof, objections, and rulings thereon; (5) Proposed findings and exceptions; (6) Any decision, opinion, or report by the officer presiding at the hearing; and (7) All other evidence or data submitted to the hearing examiner or administrative head in connection with their consideration of the case provided all parties have had access to such evidence. The proceedings shall be electronically recorded. Such recordings shall be maintained for such time so as to protect the record through judicial review. Copies of the recordings shall be provided by the agency at the request of any party to the proceeding. Costs of transcription of the recordings shall be borne by the party requesting the transcription. For judicial review, electronic recordings of an individual proceeding, as certified by the agency, may be submitted to the reviewing court by the agency as part of the record of the proceedings under review without transcription unless otherwise required to be transcribed by the reviewing court. In such a case, the expense of transcriptions shall be taxed and assessed against the non-prevailing party. Parties to any proceeding may have the proceedings transcribed by a court reporter at their own expense.

After the hearing concludes, the Hearing Examiner will evaluate the case and prepare a "Proposed Order" for consideration and subsequent action by the Board. You will be notified and mailed a copy of the Proposed Order at least fifteen (15) days prior to a final hearing on the matter to be held by the Board at one of its regularly scheduled meetings. The board will ultimately make the final decision and issue the final Order.

**Failure of a party to appear at the hearing may result in (a) a ruling that you have defaulted and abandoned your opportunity for a hearing, and (b) the ultimate submission of the case to the Board for action by summary disposition, based upon the application file, record of individual proceeding and other evidence and information of record, without further notice to you.**

If you have any questions concerning this Notice of Violation and Assessment of Administrative Penalty or the matters asserted herein, please contact the Administrative Hearings Clerk at (405) 530-8800.

DATED this 1<sup>st</sup> day of May 2025.

  
\_\_\_\_\_  
Julie Cunningham,  
Executive Director

**3.S.**

**WATER RIGHTS ADMINISTRATION DIVISION  
Proposed Consent Order**

**June 17, 2025**



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

**IN THE MATTER of Parker Dam in the NE/4 NW/4 SW/4  
of Section 19, Township 15 N, Range 02  
West of the Indian Meridian, Logan County, Oklahoma,**

**NID ID: OK30674  
NOV No. DS-2025-0017**

**RESPONDENT.**

**PROPOSED  
CONSENT ORDER**

**ON THE 19<sup>th</sup> day of May, 2025**, the above numbered and entitled cause on Oklahoma NOV No. DS-2025-0017, NID ID No. OK30674, came on for hearing on the issue of whether Respondent violated Oklahoma Law and Board rules relating to dam responsibility, classification, and design standards for construction or alteration of a dam. The hearing was located on the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma, before the assigned Hearing Examiner, David Mueller. The State of Oklahoma, ex rel. Oklahoma Water Resources Board (“OWRB”), was represented by the Andrew Price, Assistant General Counsel with the OWRB Office of General Counsel. Respondent Mr. Richard Parker, Jr. and Charles Robert Parker appeared on May 19, 2025 at 9:30.

The proceedings in this matter were conducted in accordance with the provisions of 82 O.S. §§ 105.1 et seq., the APA, 75 O.S. §§ 250 et seq. Notice of the hearing as evidenced by the attendance of the Respondent was proper. Counsel for OWRB announced that the parties had come to an agreement for a consent order, and testimony was taken. Respondents testified and (1) did not contest the violations set forth by the OWRB, and (2) agreed that the dam is subject to the jurisdiction of OWRB, and (3) agreed to comply with the Required Actions in the Notice of Violation, on or before the end of year 2025, which occurs on December 31<sup>st</sup>, 2025. The following Exhibits were admitted into evidence: Exhibit 1, Notice of Violation dated April 10<sup>th</sup>, 2025; Exhibit 2, Certificate of Mailing signed by Judith Medford; Exhibit 3, Letter by OWRB to



Respondent Richard Parker dated January 22, 2025, Exhibit 4, Memo to the File by Luis Peralta, OWRB, dated March 25<sup>th</sup>, 2025; Exhibit 5 [none submitted due to an unintentional numbering sequence]; Exhibit 6, E-mail by Luis Peralta dated March 18, 2025; Exhibit 7, E-mail by Luis Peralta dated January 16<sup>th</sup>, 2025, Exhibit 8, Attendance Sheet from hearing on May 19<sup>th</sup>, 2025.

The following Required Actions below were agreed upon by the parties in open court, and as a result are deemed to resolve all issues set forth by OWRB's Notice of Violation by Respondent's intent to be in voluntary compliance by the end of the year. **The following actions also found in OWRB's Notice of Violation document, Section VI, are to be completed on or before December 31<sup>st</sup>, 2025 by Respondent:**

1. Submit to OWRB the remaining required attachments to the Board pursuant to OAC 785:25:
  - a. Application to Construct Form.
  - b. A detailed geotechnical investigation and analysis of the dam, and report on such investigation. The geotechnical investigation shall include a minimum boring layout with One (1) crest boring extending through the embankment and foundation materials to bedrock; Two (2) crest borings extending the embankment and foundation materials to bedrock, one near each abutment; One (1) boring extending through the embankment and foundation materials to bedrock near the mid-height on the downstream slope of the dam; and One (1) boring extending through the embankment and foundation material to the bedrock along the toe of the dam.
  - c. A profile along the dam axis showing the location, elevation, depth of borings or test pits including logs or bore holes and/or test pits.
  - d. Area and capacity curves of the reservoir.
  - e. A variance regarding the minimum valley floor drain capacity requirements.

- f. A requirement, during the period of construction, for supervision by an engineer as required in 785:25-7-2.
  - g. A provision that the plans and specifications may not be substantially changed or changed in any material respect without prior written consent of the Board.
  - h. A provision stating in detail all matters necessary to ensure that construction is accomplished in a responsible manner and that needed control is exercised by an engineer as required in 785:25-7-2 to ensure construction of a safe structure.
  - i. A breach analysis report and map showing the breach inundation area utilizing the publication entitled "Hydrologic and Hydraulic Guidelines for Dams in Oklahoma", Oklahoma Water Resources Board, Dam Safety Program, August 2011.
2. Submit notice of completion of works form with as-built drawings for the modifications completed on the dam within 30 days of project completion, in accordance with OAC 785:25-7-6.
  3. Respondent must submit an emergency action plan (EAP).
  4. Respondent must provide an inspection of the dam by a registered Professional Engineer post project completion and submit a written inspection report to the Board not later than 30 days after the inspection.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

The Board adopts and incorporates the findings of law and fact above. The Board finds that the agreement by the parties as set forth herein resolves all issues to the extent that Respondent agrees to complete all required actions set forth by OWRB in its Notice of Violation dated April 10<sup>th</sup>, 2025, with the completion of the same being required to occur on or before December 31<sup>st</sup>, 2025. The Board therefore approves this consent order with the above mutually

agreed-upon terms.

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

OKLAHOMA WATER RESOURCES BOARD

\_\_\_\_\_  
Thomas A. Gorman, Vice Chairman

ATTEST:

\_\_\_\_\_  
Suzanne Landess, Secretary (SEAL)



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

IN THE MATTER of Parker Dam	)	
in the NE/4 NW/4 SW/4 of Section 19	)	NID ID: OK30674
Township 15 N, Range 02	)	NOV No.: DS-2025-0017
West of the Indian Meridian,	)	
Logan County, Oklahoma,	)	
Respondent,	)	

**NOTICE OF VIOLATION, ASSESSMENT OF ADMINISTRATIVE PENALTY, AND  
NOTICE OF OPPORTUNITY FOR HEARING**

To: Mr. Richard Parker	)	
129 SW 65 <sup>th</sup> St.	)	Respondent
Oklahoma City, Oklahoma 73139	)	

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

**PLEASE BE ADVISED AND ON NOTICE:** the above-named Respondent has violated Oklahoma Law relating to dam responsibility, classification, and design standards for construction or alteration of a dam. Pursuant to the authority granted by 82 O.S. § 110.10 The Oklahoma Water Resources Board ("Board") imposes against the Respondent the administrative penalties and requires Respondent perform the Required Actions hereinafter specified.

It is Respondents right to request opportunity for a hearing on this matter. **Accordingly, this matter is set for a hearing at 9:30 in the morning at the Oklahoma Water Resources Board Second Floor Board Room, 3800 N. Classen Blvd., Oklahoma City, Oklahoma on the 19th day of May 2025.** Respondent, or their legal representative, may appear then and there before a hearing examiner appointed by the Board and show good cause for their failure to comply with Oklahoma Law.

**I. SUMMARY:**

Mr. Richard Parker, Respondent, as owner of Parker 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. Respondent is instructed to pay the application filing fee and complete the Required Actions by May 19, 2025, or else be subject to additional penalties.

## **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 rules relating to hazard and size classifications, minimum standards for design, operation and maintenance of dams, and fee schedules for inspections and other services. 82 O.S. §§ 110.4 and 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:

1. 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.
2. "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.
3. 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."
4. 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]."
5. 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.

6. In addition to administrative penalties, the Board may seek judicial relief to enforce the Oklahoma Dam Safety Act and Board rules by instituting action in district court. 82 O.S. §110.10(C).

### **III. REFERENCE TO PARTICULAR STATUTES AND RULES INVOLVED:**

1. STATUTES: 82 O.S. §§ 110.4, 110.5, and 110.10(C)  
75 O.S. §§ 309, 310, 311, 312, 313, 315 and 316.
2. 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), Sections 785:25-3-1, 785:25-3-2(a)(2),  
785:25-3-3(b), and Subchapters 3,5, 7, 9, 11

### **IV. STATEMENT OF THE MATTERS ASSERTED**

1. Parker Dam (OK30674) 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).
2. Parker Dam is a small-sized dam subject to the Board’s jurisdiction.
3. On 12/09/2024, Board staff received a phone call from the Respondent, regarding a request for inspection of his dam. The Respondent also mentioned he had hired a contractor to clear the trees off the dam.
4. On 01/09/2025, Board staff corresponded with the Respondent via email regarding the proper removal of the trees by hiring an engineer.
5. On 01/09/2025, Board staff conducted an analysis using available LiDAR data on Parker Dam and concluded that the dam falls under Board jurisdiction. Parker dam is approximately 31.33-ft in height and has a maximum storage of 309 ac-ft at the top of the dam.
6. On 01/22/2025, Board staff notified the Respondent via letter that Parker dam falls under Board jurisdiction and that an application form, supporting documents, and hazard potential classification analysis were due for submittal by 03/31/2025.
7. On 03/03/2025, Board staff notified the Respondent’s engineer, D.W. Converse, P.E., via email that Board staff would like to schedule a site visit to the dam. The email also informed the engineer not to start construction or tree removal on the dam until the project had been approved by the Board.
8. On 03/13/2025, Board staff spoke with the Respondent’s engineer, Cecil R. Bearden, P.E., and informed him not to begin tree removal on the dam until the project had been approved

by the Board.

9. On 03/18/2025, Board staff received an incomplete application package submittal for the project via email from D.W. Converse, P.E.
10. On 03/24/2025, Board staff conducted a site visit to the dam and spoke to the engineers, Cecil R. Bearden, P.E., and D.W. Converse, P.E., and owners, Charles R. Parker and Rick Parker. Board staff recorded that the dam was actively being modified, and that the dam's surface was entirely bare earth with most of the trees being cleared off the dam. Board staff also recorded the principal spillway and emergency spillway were modified. Board staff discussed with the owners that the situation would likely result in a Notice of Violation.
11. On 03/25/2025, Board staff wrote a memo detailing the site visit, along with pictures of the dam.
12. The Respondent is in violation of the Oklahoma Dam Safety Act and Board rules for failing to receive Board approval prior to starting construction.
13. The Respondent violated OAC 785:25-3-2(a)(2) which determines dam owners' responsibilities to provide for dam safety, including the filing of application forms.
14. The Respondent violated 82 O.S. § 110.5 and OAC 785:25-5-1, which require the owner to receive Board approval on applications before commencing any construction activities.

#### **V. ADMINISTRATIVE PENALTY IMPOSED BY THE BOARD**

The Board hereby imposes *no administrative penalty*. The Respondent must pay the required application filing fee in the amount of **One Thousand Dollars (\$1000.00)**, as authorized by 82 O.S. § 110.10(C), in accordance with OAC 785:5-1-9(a) and 785:25-5-1(a).

#### **VI. REQUIRED ACTIONS**

To cure the ongoing violation which began on 03/24/2025, ("Date of First Violation") Respondent must complete the following Required Actions to bring the above-referenced dam into compliance with the requirements of the Oklahoma Dam Safety Act.

1. **Pay the required Application Filing Fee set forth in Section V, above.**
2. **Respondent must submit the remaining required application attachments to the Board, in accordance with OAC 785:25:**
  - a. Application to Construct Form
  - b. A detailed geotechnical investigation and analysis of the dam and report on such investigation. The geotechnical investigation shall include a minimum boring layout as follows:
    - (A) One (1) crest boring extending through the embankment and foundation materials to bedrock.



- (B) Two (2) crest borings extending through the embankment and foundation materials to bedrock, one near each abutment.
- (C) One (1) boring extending through the embankment and foundation materials to bedrock near the mid-height on the downstream slope of the dam.
- (D) One (1) boring extending through the embankment and foundation material to bedrock along the toe of the dam.
- c. A profile along the dam axis showing the location, elevation, depth of borings or test pits including logs or bore holes and/or test pits.
- d. Area and capacity curves of the reservoir.
- e. A variance regarding the minimum valley floor drain capacity requirements.
- f. A requirement, during the period of construction, for supervision by an engineer as required in 785:25-7-2.
- g. A provision that the plans and specifications may not be substantially changed or changed in any material respect without prior written consent of the Board.
- h. A provision stating in detail all matters necessary to ensure that construction is accomplished in a responsible manner and that needed control is exercised by an engineer as required in 785:25-7-2 to ensure construction of a safe structure.
- i. A breach analysis report and map showing the breach inundation area utilizing the publication Hydrologic and Hydraulic Guidelines for Dams in Oklahoma, Oklahoma Water Resources Board, Dam Safety Program, August 2011.
- 3. **Respondent must submit notice of completion of works form with as-built drawings for the modifications completed on the dam within 30 days of project completion, in accordance with OAC 785:25-7-6.**
- 4. **Respondent must submit an emergency action plan (EAP).**
- 5. **Respondent must provide an inspection of the dam by a registered Professional Engineer post project completion and submit a written inspection report to the Board not later than 30 days after the inspection.**

If Respondent fails to complete the Required Actions 1, 2, 3, 4, and 5 by **December 31, 2025**, Respondent may be required to pay additional administrative penalties of Five Hundred Dollars (\$500.00) per day beginning on the Date of the First Violation and ending on the date of completion of all Required Actions, up to a maximum of Thirty Thousand Dollars (\$30,000).

## **VII. OPPORTUNITY FOR HEARING**

**THIS MATTER IS SET FOR HEARING ON THE 19 DAY OF May, 2025, at OWRB HEADQUARTERS, 3800 N. Classen Blvd., Oklahoma City, OK 73118 at 9:30 in the Morning.** At the time and place specified above, a hearing will be held before a hearing examiner on behalf of the Board in accordance with the provisions of the Oklahoma Administrative Procedures Act, 75 O.S. 309, 310 *et seq.*

At the hearing, you shall be afforded the opportunity to respond and present evidence and argument on all issues involved. Unless otherwise prohibited by law, informal disposition may be made by stipulation, agreed settlement, consent order, or default.



A record shall be made of the hearing and shall include (1) All pleadings, motions and intermediate rulings; (2) Evidence received or considered at the individual proceeding; (3) A statement of matters officially noticed; (4) Questions and offers of proof, objections, and rulings thereon; (5) Proposed findings and exceptions; (6) Any decision, opinion, or report by the officer presiding at the hearing; and (7) All other evidence or data submitted to the hearing examiner or administrative head in connection with their consideration of the case provided all parties have had access to such evidence. The proceedings shall be electronically recorded. Such recordings shall be maintained for such time so as to protect the record through judicial review. Copies of the recordings shall be provided by the agency at the request of any party to the proceeding. Costs of transcription of the recordings shall be borne by the party requesting the transcription. For judicial review, electronic recordings of an individual proceeding, as certified by the agency, may be submitted to the reviewing court by the agency as part of the record of the proceedings under review without transcription unless otherwise required to be transcribed by the reviewing court. In such a case, the expense of transcriptions shall be taxed and assessed against the non-prevailing party. Parties to any proceeding may have the proceedings transcribed by a court reporter at their own expense.

After the hearing concludes, the Hearing Examiner will evaluate the case and prepare a "Proposed Order" for consideration and subsequent action by the Board. You will be notified and mailed a copy of the Proposed Order at least fifteen (15) days prior to a final hearing on the matter to be held by the Board at one of its regularly scheduled meetings. The Board will ultimately make the final decision and issue the final Order.

**You are not required to appear at the Hearing. However, failure of a party to appear at the hearing may result in (a) a ruling that you have defaulted and abandoned your opportunity for a hearing, and (b) the ultimate submission of the case to the Board for action by summary disposition, based upon the application file, record of individual proceeding and other evidence and information of record, without further notice to you.**

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 10<sup>th</sup> day of April.



Julie Cunningham, Executive Director

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Richard Parker  
129 SW 65th Street  
Oklahoma City, OK 73159



9590 9402 9195 4225 6924 75

2. Article Number (Transfer from service label)

9589 0710 5270 0133 1966 53

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Judith Medford*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Judith Medford

C. Date of Delivery

Is this address different from item 1? ☐ Yes  
Delivery address below: ☐ No

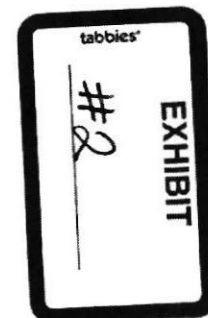
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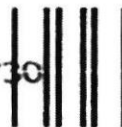


USPS TRACKING #



OKLAHOMA CITY OK 730

14 APR 2025 PM 6 L



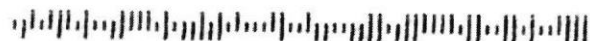
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**Oklahoma Water Resource Board  
OGC - Angela Rodriguez  
3800 N. Classen Blvd.  
Oklahoma City, OK 73118**



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**129 SW 65th Street**  
**Oklahoma City, OK 73159**

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    - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, Domestic Return Receipt, attach PS Form 3811 to your mailpiece.

**IMPORTANT: Save this receipt for your records.**



# OKLAHOMA

## Water Resources Board



January 22, 2025

Mr. Richard Parker  
129 SW 65<sup>th</sup> St.  
Oklahoma City, OK 73139

**RE: ACTION REQUIRED for Jurisdictional Dam in NE/4 NW/4 SW/4 of Section 19,  
Township 15 North, Range 02 WIM, Logan County, OK.**

Dear Mr. Parker:

The Oklahoma Water Resources Board (Board) is charged with oversight of the construction, operation, and maintenance of certain jurisdictional dams in Oklahoma. Dams subject to the Board's jurisdiction are those greater than 25 feet in height; or have maximum storage of 50 acre-feet or more. Maximum storage is the amount of water which may be stored behind a dam with the lake level at the top of the dam embankment, as stated in the Oklahoma Administrative Code (OAC) 785:25-3-1.

A recent analysis by the Oklahoma Dam Safety Program staff using available LiDAR data indicates that the above-referenced dam falls under Board jurisdiction due to its maximum storage capacity of approximately three hundred seventy-five (375) acre-feet.

Therefore, in accordance with OAC 785:25-3, the Board requires that an *Application to Construct* form, supporting documents, and a hazard classification analysis be completed by a licensed Professional Engineer and be submitted to the Board by **March 31, 2025**.


Alternatively, you may submit a permit application seeking one of the following resolutions:

1. Removal of the dam in accordance with OAC 785:25-1-2.
2. Reduction in size of the dam to be outside Board jurisdiction in accordance with OAC 785:25-3-1.

Failure to provide the Board with the required documentation by **March 31, 2025**, will result in the initiating of enforcement proceedings, which may include inspection fees, administrative penalties of up to five hundred dollars (\$500.00) per day per violation, and judicial enforcement in district court, as stated in 82 O.S. § 110.10 and 82 O.S. § 105.27.

Please be aware that the dam has been forwarded to the OWRB Water Rights Administrative Division for review of water rights requirements. We look forward to your cooperation with the Oklahoma Dam Safety Program. If you have any questions regarding the program, please contact our program lead, Natalie Orbesen, P.E., at (405) 530-8800.

Best regards,

A handwritten signature in cursive script that reads "Yohanes Sugeng".

Yohanes Sugeng, Chief  
Engineering and Planning Division

Encl: (1) Location and Vicinity Map  
(2) *Application to Construct* Form

Memo to the File

Date: March 25, 2025

From: Luis R. Peralta, Dam Safety Program, Engineering and Planning Division

Subject: Site Visit regarding Parker Dam in Logan County, OK

On 3/24/2025, OWRB staff consisting of Natalie Orbesen, P.E and Luis R. Peralta, E.I met with engineers: Cecil Bearden, P.E., D.W. Converse, P.E.; owners: Bob Parker, Rick Parker; and the dam contractor. This site visit was conducted to assess the dam's classification as having high hazard potential and to perform an in-person evaluation.

Description of Site Visit:

On March 24, 2025, OWRB staff conducted a site visit at Parker Dam, located in NE NW SW Quarters of Section 19, 15N, 02WIM, Logan County, Oklahoma. Dam coordinates: [latitude, longitude] [35.7611, -97.4565].

Once at the site, the water level was recorded at the principal spillway. The dam was actively being modified using skid steers and tractors. The dam's surface was entirely bare earth, with no erosion protection in place (Figures 1-4). All trees had been cleared from the upstream and downstream slopes, with a few remaining trees to be cleared at the downstream toe.

The principal spillway consisted of an 8-inch cast iron pipe with an inlet valve connection, leading to an outlet PVC pipe joined with an 8-inch gasket (Figures 5-6). The emergency spillway was actively being constructed on the right abutment. The proposed spillway would be a 65-ft wide natural rock overflow spillway (Figure 7).

Natalie discussed with the engineers and owners that the current construction is being done without a permit. Cecil then mentioned they had submitted the application via email 5 days prior and they were aware that construction was being done without a permit. He mentioned the dam was in a state of emergency with seepage coursing around the principal spillway and excessive tree growth throughout the embankment. Cecil remediated the seepage by adding gravel and enlarging the spillway pipe further downstream. Natalie then mentioned there would likely be a Notice of Violation for construction without permit approval and that the situation would be discussed with the Chief Engineer.

Additionally, Cecil confirmed that the dam classification would be considered high hazard potential due to the downstream development. It was then discussed to both owners the OWRB requirements for high hazard potential dams. We later explained to the engineers that the application package was incomplete, and additional submittals would be required, not limited to, an inundation map, emergency action plan, application form, dam breach analysis, and an analysis of test borings. Finally, we gave the owner a dam safety guidance manual and explained that the application review period is within 30-60 days.

See pictures from the site visit in the following pages.





Figure 1. General view of the dam, looking right



Figure 2. Upstream slope



Figure 3. Crest of the dam, looking right



Figure 4. Downstream slope, looking right



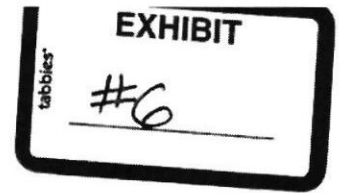
Figure 5. Principal spillway inlet valve



Figure 6. Principal spillway pvc outlet pipe



Figure 7. Emergency spillway on the right abutment



**[EXTERNAL] Parker Dam in Logan County**

**From** Converse Surveying and Engineering Inc <cseoklahoma@gmail.com>

**Date** Tue 3/18/2025 3:40 PM

**To** Luis Peralta <Luis.Peralta@owrb.ok.gov>

**Cc** Yohanes Sugeng <Yohanes.Sugeng@owrb.ok.gov>

5 attachments (6 MB)

3-18-2025 Response Letter.pdf; 3-18-2025 Parker Dam hydrology final.pdf; 3-18-2025 OVERALL SITE PLAN.pdf; 3-18-2025 PROFILE AND CROSS SECTION OF DAM.pdf; 3-18-2025-24X36 TITLESHEET.pdf;

Gentlemen,

Attached are the following:

Dam Hydrology Report

Application to Construct/Repair

Letter of Reponse to your previous letter

and a set of Design Plans for Repairing the Parker Dam

Sincerely,

D.W. Converse, P.E.,P.L.S.

**Converse Surveying and Engineering Inc**

**2313 Silverfield Ln.**

**Edmond, OK 73025**

**Cell Phone: 405-826-1355**

**E-Mail: cseoklahoma@gmail.com**

**Office Phone: (405)562-3387**

On 3/18/2025 3:09 PM, Luis Peralta wrote:

Hello Mr. Converse,

Yes, his email is, Yohanes.Sugeng@owrb.ok.gov

Also, I will see you Monday at 3pm.

Thanks,

Luis R. Peralta, EIT | Dam Safety Engineer

Oklahoma Water Resources Board

---

**From:** Converse Surveying and Engineering Inc <cseoklahoma@gmail.com>

**Sent:** Tuesday, March 18, 2025 3:06 PM

**To:** Luis Peralta <Luis.Peralta@owrb.ok.gov>

**Subject:** [EXTERNAL] Re: Site Visit - Parker Dam in Logan County

Luis,  
Do you have Ms Yohanes Sugeng email address?  
D.W. Converse, P.E.,P.L.S.

**Converse Surveying and Engineering Inc**

**2313 Silverfield Ln.**

**Edmond, OK 73025**

**Cell Phone: 405-826-1355**

**E-Mail: [cseoklahoma@gmail.com](mailto:cseoklahoma@gmail.com)**

**Office Phone: (405)562-3387**

On 3/3/2025 4:10 PM, Luis Peralta wrote:

Good Afternoon Mr. Converse:

Thank you for speaking with me today. I wanted to follow-up regarding Mr. Richard Parker's dam in Logan County.

We would like to schedule a site visit for Friday, March 21, 2025 at 11:30AM

Also, in accordance with OAC 785:25-3-9 and 785:25-5, since this dam is considered jurisdictional, the application submittal will have to be reviewed by Oklahoma Dam Safety staff and approved by the Board before construction starts. This includes the tree removal and erosion control measures on the slopes. Please do not start construction until we have reviewed and approved the project.

Again, please let me know if you are available to meet for that time and I will set up a calendar invite.

Thank you,

Luis R. Peralta, EIT | Dam Safety Engineer

Engineering & Planning Division

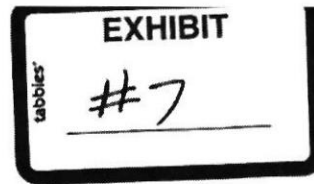
(405) 530-8875

[luis.peralta@owrb.ok.gov](mailto:luis.peralta@owrb.ok.gov)



**OKLAHOMA**  
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Re: [EXTERNAL] Re: Dam in Logan Co. - List of Engineers in Oklahoma

From Dick <dickparker242@gmail.com>

Date Thu 1/16/2025 1:13 PM

To Luis Peralta <Luis.Peralta@owrb.ok.gov>

Cc Natalie Orbesen <Natalie.Orbesen@owrb.ok.gov>; Emma Moradi <Emma.Moradi@owrb.ok.gov>; Byron Waltman <Byron.Waltman@owrb.ok.gov>

I have another question you gave a number 405 530 8855 Have called a few times but no reply. I hope he doesn't think I want to involve there in any kind of law suite I just was any information you can give me

On Mon, Jan 13, 2025, 9:59 AM Luis Peralta <[Luis.Peralta@owrb.ok.gov](mailto:Luis.Peralta@owrb.ok.gov)> wrote:

Good Morning Mr. Parker,

We are currently in the process of conducting a hazard-classification analysis on your dam. Once it is completed, I will notify you and send a letter to your mailing address.

"Hazard-potential classification" for a dam is defined by the downstream risk in the event of a failure without regard to the physical condition of the dam.

Please let me know if you have any other questions.  
Thank you,

Luis R. Peralta, EIT | Dam Safety Engineer  
Engineering & Planning Division  
(405) 530-8875  
[luis.peralta@owrb.ok.gov](mailto:luis.peralta@owrb.ok.gov)



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From: Dick <[dickparker242@gmail.com](mailto:dickparker242@gmail.com)>

Sent: Monday, January 13, 2025 9:36 AM

To: Luis Peralta <[Luis.Peralta@owrb.ok.gov](mailto:Luis.Peralta@owrb.ok.gov)>

Cc: Natalie Orbesen <[Natalie.Orbesen@owrb.ok.gov](mailto:Natalie.Orbesen@owrb.ok.gov)>; Emma Moradi <[Emma.Moradi@owrb.ok.gov](mailto:Emma.Moradi@owrb.ok.gov)>; Byron Waltman <[Byron.Waltman@owrb.ok.gov](mailto:Byron.Waltman@owrb.ok.gov)>

Subject: [EXTERNAL] Re: Dam in Logan Co. - List of Engineers in Oklahoma

Really understand what that means

On Mon, Jan 13, 2025, 9:35 AM Dick <[dickparker242@gmail.com](mailto:dickparker242@gmail.com)> wrote:

Mr Peralta my name is Richard Parker and you told me that my Dam on my water shed lake had been reclassified and I would be getting a letter about it I have not received it yet and I am going to have eye surgery and will be unable to see for a few days could you email me and tell me what the letter contents because to do as you said I don't

On Fri, Jan 10, 2025, 12:47 PM Dick <[dickparker242@gmail.com](mailto:dickparker242@gmail.com)> wrote:

Thank you for the help and information Richard Parker

On Thu, Jan 9, 2025, 2:09 PM Luis Peralta <[Luis.Peralta@owrb.ok.gov](mailto:Luis.Peralta@owrb.ok.gov)> wrote:

Good Afternoon Mr. Parker,

Thank you for speaking with me today regarding your dam, located in: [35.761155, -97.456588] Logan County.

Attached is a list of engineers who have experience in dam safety within the state of Oklahoma.

Like I said, it is recommended to hire an engineer for proper removal of large trees as they will need to be removed completely, including their root balls. Any voids left by the removal of large trees need to be refilled with suitable material and properly compacted.

For fact sheets and more information, please refer to the OWRB Forms & Guidance on our website at <https://oklahoma.gov/owrb/dam-safety/forms-and-guidance.html>

For the dam inventory viewer click this link: [OWRB Dam Inventory Viewer](#)

Please let me know if you have any questions.

Thank you,

Luis R. Peralta, EIT | Dam Safety Engineer  
Engineering & Planning Division  
(405) 530-8875  
[luis.peralta@owrb.ok.gov](mailto:luis.peralta@owrb.ok.gov)



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EXHIBIT

#8

Labels

# ATTENDANCE SHEET

Oklahoma Water Resources Board  
300 North Classen Blvd.  
2nd Floor Board Room  
Oklahoma City, OK 731185

HEARING DATE: May 19, 2025  
TIME: 9:00 a.m.

PRINT NAME and MAILING ADDRESS	YOUR SIGNATURE	TELEPHONE AND EMAIL ADDRESS	WHOM DO YOU REPRESENT TODAY?
Natalie Orbesen	Natalie Orbesen	405-530-8847	OWRB
CHARLOTTA PARKER	Charlotte Parker	405-669-1867	Parker Dam
Richard H. Parker, Jr.	Richard H. Parker, Jr.	405-615-8559	PARKER DAM

## June 2025 Dam Safety Board Items

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

#### 1. Pines East Dam, OK11007

<b>NID. NO. &amp; COUNTY</b>	<b>NAME OF APPLICANT &amp; NAME OF PROJECT</b>	<b>PLANS &amp; SPECS PREPARED BY</b>	<b>HAZARD CLASSIFICATION</b>	<b>LEGAL DESCRIPTION</b>
OK11007	Pines Homeowners Association	Amanda Way, P.E. and Jigar Desai, P.E. Smith Roberts Baldischwiler, LLC	High	Sec. 04, T12N, R04WI
Oklahoma County	Pines East Dam			

The applicant requests approval for the repair and alteration of a high hazard potential dam that was originally built in 1925. The proposed work includes replacing the failed spillway with a new concrete chute spillway and baffle block stilling basin. The existing sewer line, which runs beneath the spillway and downstream slope, will be replaced, and a filter diaphragm will be installed around the pipe to enhance seepage control. Additionally, the deteriorated timber upstream slope protection will be replaced. The dam is 17 feet tall with 13.1 acre-feet of normal storage, and a maximum impoundment capacity of 30.3 acre-feet.

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#### 2. Hajny Dam, OK30675

<b>NID. NO. &amp; COUNTY</b>	<b>NAME OF APPLICANT &amp; NAME OF PROJECT</b>	<b>PLANS &amp; SPECS PREPARED BY</b>	<b>HAZARD CLASSIFICATION</b>	<b>LEGAL DESCRIPTION</b>
OK30675	Gayle Hajny	Cecil Bearden, P.E.	Low	Sec. 02, T17N, R15WI
Dewey County	Hajny Dam	That Dam Engineer, LLC		

The applicant requests approval for new construction of a low hazard potential dam. The primary purpose of the dam and reservoir is domestic use. The dam was first constructed in 2022 without approval by the Board and was not designed by a Registered Professional Engineer prior to construction. The engineer was contracted to conduct an inspection and submit as-built plans of the dam. Additionally, the applicant requests a variance to the valley floor drain pipe requirements, as the installation of a valley floor drain could lead to future piping problems. The applicant's engineer proposes installing a siphon system as an alternative method to release water downstream if necessary. The dam is 20 feet tall and has a normal impoundment capacity of 33 acre-feet and a maximum impoundment capacity of 102 acre-feet.

- O. Permit Applications for Proposed Development on State Owned or Operated Property within Floodplain Areas:

**3.P.**

**PLANNING AND MANAGEMENT DIVISION  
Floodplain Administrator Accreditation Applications**

**May 1, 2025**

<b>NUMBER</b>	<b>NAME OF COMMUNITY/CID</b>	<b>FLOODPLAIN ADMINISTRATOR</b>
784	Pittsburg County	Greg Casey
44	City of Stilwell	Ross Johnson