



**Board of County Commissioners
Mayes County, Oklahoma**

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AGREEMENT FOR SERVICES

This Agreement for Services (“Agreement”) is between the Board of County Commissioners for Mayes County, State of Oklahoma (the “County”), and Mayes County HOPE Coalition (“HOPE”). The County and HOPE (individually a “Party” and collectively the “Parties”) agree that this Agreement is made as of the date of signing with an agreed effective date of October 23, 2023 (“Effective Date”). The Parties agree that any services provided prior to the Effective Date of this Agreement and after the expiration of this Agreement will have been done under the principles and intent described herein and that this Agreement shall apply to any such provided services.

RECITALS

The County is a local administrative and political subdivision of the State of Oklahoma, with the primary purpose to provide essential government services and infrastructure to its residents. The County has received and will receive funds from various opioid litigation settlements. The County seeks services related to these funds, including but not limited to gatekeeping, fact-finding, and recommendations of all applications for use of these funds and administrative services for record-keeping and compliance.

HOPE is a domestic non-profit corporation with the goal of improving the lifestyle of each community within Mayes County by establishing health and well-being initiatives directly related to the needs of each community. Hope has experience with the types of services needed by the County and the specific issues of opioid and general drug addiction, which are to be addressed by the funding of various projects through the County’s opioid settlements.

The Parties desire to enter into this Agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. SERVICES PROVIDED BY HOPE

HOPE will provide the County with services reasonably necessary to perform their fact-finding, application screening, and administrative duties. HOPE will receive applications for projects to be funded through eligible opioid settlements, conduct fact-finding efforts on the proposed projects, assess whether the projects are eligible for use of these opioid settlement funds, make recommendations to the County on the submitted applications, and conduct all necessary record-keeping in relation to these processes. A more complete list of services to be provided is included

as **Attachment A** to this Agreement. HOPE understands that the County retains ultimate decision-making authority on all applications and award of funds.

HOPE agrees to comply with all applicable federal, state, and local laws and all other legal requirements of any kind that are required to carry out its duties and the scope of work to be performed under this Agreement.

2. COUNTY'S RIGHTS AND DUTIES

All reports, endorsements, and opinions from HOPE are not binding and only recommendations to the County. The County retains all decision-making authority related to any use of funds from these opioid settlements. The County will make itself available to HOPE for input and guidance on the County's goals for use of settlement funds.

3. CONSIDERATION

HOPE benefits from this Agreement by being directly involved in the application, selection, and implementation processes that further the organization's goals related to opioid and drug addiction in the most impactful manner. The County benefits from this Agreement by delegating gatekeeping, fact-finding, and compliance tasks to an experienced third party at no cost.

4. OPEN MEETINGS ACT

HOPE acknowledges that any meetings conducted in the performance of this Agreement are subject to the Oklahoma Open Meeting Act ("OOMA"), OKLA. STAT. tit. 25, §301 *et al.*, as such meetings would be in furtherance of public business delegated to it by the County. Compliance with the OOMA is the responsibility of HOPE, but the County will be available as a resource through the District Attorney's Office to provide legal opinions on issues relating to compliance with OOMA.

5. TERM

This Agreement shall remain in effect for a term of one year from the Effective Date, unless terminated prior to then by either Party in accordance with the terms and conditions included within this Agreement. The Parties may renew this Agreement annually for additional one-year terms through written affirmation within sixty (60) days of its scheduled end date.

6. TERMINATION OF AGREEMENT

This Agreement shall terminate at 12:00 A.M. on October 23, 2024, one year from the Effective Date unless reaffirmed in accordance with the terms and conditions included within this Agreement. In addition, the County or HOPE may terminate this Agreement, and any obligations stated hereunder, with:

- (1) reasonable cause by providing written notice of a material breach of the other Party;
- (2) a vote by the Board of County Commissioners for the County; or,
- (3) dissolution of either Party.

This Agreement may be terminated by mutual, written agreement of the parties. This Agreement does not automatically renew at its expiration. If the Parties continue their working relationship beyond the term of this Agreement, the Parties expressly agree that the terms of this Agreement

apply to such work and interactions. Any such holdover of the terms of this Agreement is only intended as a temporary measure until a new Agreement is signed or the relationship is terminated.

7. BREACH WAIVER

Any waiver by either Party of a breach of any section of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

8. ASSIGNMENT

HOPE may not assign this Agreement to any other party without the prior written consent of the County.

9. CHOICE OF LAW AND VENUE

This Agreement shall be governed under Oklahoma law with venue only proper in the Mayes County District Court, State of Oklahoma.

10. ENTIRE AGREEMENT

This Agreement, along with any attachments or addendums, represents the entire agreement between the Parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the County and HOPE.

11. SURVIVAL

Termination of this Agreement shall not relieve either Party of any obligation that by its nature should survive termination.

12. SEVERABILITY

This Agreement shall remain in effect in the event a section, provision, or sentence is unenforceable or invalid. All remaining sections, provisions, and sentences shall be deemed legally binding unless a court rules that any such provision, section, or sentence is invalid or unenforceable, thus, limiting the effect of another provision, section, or sentence. In such case, the affected provision, section, or sentence shall be enforced as so limited.

13. LIABILITY

HOPE shall be liable for any loss, damages, or other claims due to any negligence on their part in performing services under this Agreement unless limited or prohibited by law. Any claims against the County are subject to the Governmental Tort Claims act, OKLA. STAT. tit. 51, §151 *et al.*

14. NOTICES

Any notice provided by either Party to the other will be done using the information provided in the signature lines of this Agreement. If such contact information changes, the Party whose information changes will provide notice as soon as practicable.

Executed by:
The Board of County Commissioners
for Mayes County, State of Oklahoma

Al Martin
Alwa Martin, Chairman

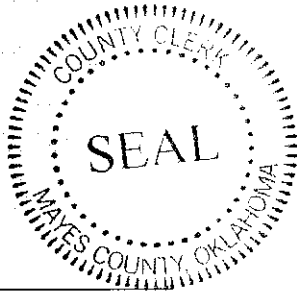
Randy Pierce
Randy Pierce, Commissioner

Darrell Yoder
Darrell Yoder, Commissioner

Executed by:
Mayes County Hope Coalition

Ben Stutzman
Ben Stutzman, Chair

Evet Barham
Evet Barham, Co-Chair



ATTEST:

10.23.23
Date

ATTEST:

Brittany True Howard
Brittany True Howard
County Clerk

Matthew J. Pillion
Signature
MATTHEW J. PILLION
ASST. DISTRICT ATTORNEY

County Seal:

ATTACHMENT A: SCOPE OF SERVICES

HOPE, at the option of the County shall:

- Create a Notice of Funding Opportunity (“NOFO”) that details approved strategies, programming, and services as described under the Political Subdivisions Opioid Abatement Grants Act (OKLA. STAT. tit. 74, §30.3, *et al.*). HOPE shall maintain oversight of the application process by being the primary contact and receiver of all responses to the NOFO. HOPE will establish a timeframe for the application, review, and recommendation process.
- Ensure the prevention of conflicts of interest and ensure fair and unbiased decision making in processes involving grant applications and projects, by requiring all individuals involved in the decision-making process to disclose any potential conflicts of interests. These potential conflicts include, but are not limited to, financial interests, personal relationships, or other affiliations that could influence their judgment. Individuals with a confirmed conflict of interest should be recused from participating in any processes related to the application or project in question. HOPE will maintain transparent documentation of conflict disclosures and any actions taken to manage such conflicts.
- Follow a fact-finding process to ensure that grants are allocated to projects that align with the “Approved purpose” or “approved purposes” specified in OKLA. STAT. tit. 74, §30.5 and have the potential for significant impact. The fact-finding process will be implemented as follows: The Mayes County Opioid Abatement Committee will review all received grant applications for eligibility, ensuring the applicants meet all specified criteria required in the NOFO. The Committee will verify, to the best of their ability, the authenticity of provided documents and the assessment of the applying organization, specifically the organizations financial stability, track record, reputation, and any potential conflicts of interests. Once the fact-finding process has been completed, the recommendation process shall begin. Recommendations shall be made after the Committee has had a chance to review and discuss applications. A comprehensive report summarizing the evaluations, recommendations, and justifications for each application shall be prepared and presented to the County for discussion and potential action on each application.
- Ensure the compliance of the regulations, procedures, and requirements that are listed in the NOFO by requiring all grant recipients to submit quarterly reports to HOPE that will be made available in the County’s principal file. If it is determined that a grant recipient is using the grant award proceeds out of compliance or has utilized such proceeds for non-approved purposes, the Committee shall make a recommendation to the County for immediate suspension of the Recipient’s use of the proceeds and will notify the Recipient.
- Ensure that the awarded entity has an acceptable financial management system as it pertains to any awarded funds from opioid settlements. An acceptable system includes, but is not limited to, cash receipts, disbursement journal, and general ledger, and should conform to generally accepted accounting principles.

- Establish project files in the County's principal office. These files must demonstrate compliance with all applicable federal, state, and local regulations as well as any requirements imposed by the opioid settlement(s). HOPE must monitor project files throughout the program to ensure they are complete, and that all necessary documentation is being retained in the County's files.
- Assist in the preparation of any bid documents and supervise the bidding process consistent with all applicable regulations, including federal, state, local, and those imposed by the opioid settlement(s).

EXECUTED AND MADE EFFECTIVE as of the Effective Date included within the Agreement.