CONTRACT BETWEEN
THE OKLAHOMA TOURISM AND RECREATION DEPARTMENT
AND
THE CITY OF CLINTON

PART I

COMES NOW the Oklahoma Tourism and Recreation Department (hereinafter OTRD) and the City of Clinton (hereinafter Grantee). The parties state and agree as follows:

OTRD is willing to remit to Grantee $656,928.00 for the Route 66 Commission Grant Project for the period beginning on the date of final signature, _____, ending August 30, 2028.

PART II – GENERAL TERMS AND CONDITIONS

PAYMENT OF FUNDS

A. The Oklahoma Tourism and Recreation Department agrees to pay to the Grantee, pursuant to 69 O.S. § 4040, up to $656,928.00 of the Oklahoma Route 66 Commission (OKRT66) grant funds contained in the account established by 69 O.S. § 4041, to which an appropriation has been made and recorded.

B. Grantee agrees to use the above funds for the project as detailed in the application submitted and approved by the OKRT66 for payment or reimbursement of the Grantee's grant application incurred in the development of the OKRT66 program within its jurisdiction.

C. The Oklahoma Tourism and Recreation Department and the Grantee mutually agree that these funds shall be construed as an expenditure of public funds in furtherance of governmental functions and for the purpose of conferring general and uniform benefits resulting from the expenditures upon the resident and other legal entities located in areas subject to the jurisdiction of the Grantee.

AVAILABILITY OF FUNDS

A. Payments pursuant to this contract are to be made only from monies made available to OTRD by the State of Oklahoma for the program under which this contract is awarded. Notwithstanding any other provisions, payments to the Grantee by OTRD are subject to the availability of such funds to OTRD, as determined by State action and/or law. OTRD may take any action necessary in accordance with such determination.

B. Funds for this contract are paid to OTRD in equal increments of $1/12^{th}$ of the contract amount as approved by the Director of the Office Management and Enterprise Services. The funds for this contract are available for disbursement after services are rendered pursuant to 74 O. S. § 85.44B Payment for Goods and Services or in accordance with OAC:623:10-1-5(c). Claims for funds cannot exceed the actual expenditures or the cumulative $1/12^{th}$ monthly allocation to date for this contract. Claims exceeding the $1/12^{th}$ monthly allocation will be rejected by OTRD and returned to the Grantee.

C. OTRD shall have the right to terminate this contract if the Legislature fails to allocate sufficient funds to maintain this contract or, in the alternative, to reduce the compensations clause proportionately to reflect the reduction in funding allocated to this contract.

MODIFICATION AND AMENDMENT

A. This contract is subject to such modification or amendment as may be required by State law or regulations. For purposes of this contract, the term "modification" includes amendments. Any such modification may be done unilaterally by the Oklahoma Tourism and Recreation Department (OTRD) when required by law or regulation.

B. Except as otherwise provided in this contract, the work, services to be performed, and the total contract amount may be modified or amended only by a written modification or amendment that follows the process required by OTRD and is executed by an authorized representative of OTRD.

C. Any revision, modification, or amendment to this contract and the attached budget, which is incorporated herein and made a part of this contract, must be in writing, follow the process required by OTRD, and be executed by an authorized representative of OTRD.

D. Any waiver modification, or amendment by OTRD of any provision of this contract must be in writing, follow the process required by OTRD, and be executed by an authorized representative of OTRD.

E. No oral statements, informal communication, or course of conduct shall be construed as a modification, amendment, or waiver of any term or condition of this contract.

OTRD

OTRD will provide funding for the project up to the total contract amount in accordance with the other sections of this contract.

GRANTEE

A. The Grantee agrees to provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish all projects in accordance with the terms and conditions of this contract. The Grantee agrees to perform those duties, obligations, and representations contained in this contract, any referenced subcontract, and all amendments to this contract and referenced subcontracts submitted to and accepted by OTRD and to be bound by the provisions of all subcontracts and subcontracts being incorporated herein and made a part hereof by reference.

B. All of the work and services required shall be performed by the Grantee or under the Grantee's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.

C. None of the work and services covered by this contract may be subcontracted without prior written approval of OTRD, unless such subcontracting was expressly identified in the grant application submitted by the Grantee.

D. Grantee agrees to be a registered Vendor/Supplier with the State through the Office of Management and Enterprise Services (OMES).

E. Grantee agrees to comply with all applicable procurement requirements under Oklahoma law, including the Oklahoma Central Purchasing Act (74 O.S. § 85.1 et seq.) and, when applicable, the public competitive bidding requirements of Title 61.

F. In no event will any subcontract incur obligation on the part of OTRD.

EMPLOYEE BENEFITS

The Grantee has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and Federal income tax and any other deductions required by law for its employees.

CERTIFICATIONS BY GRANTEE

A. The Grantee expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all State statutes and other legal authorities, including OTRD policies and procedures that affect the use of said monies. The Grantee recognizes that it is responsible for assuring financial and programmatic compliance by its subcontractors.

B. The Grantee specifically certifies and assures that:

(1) It meets the requirements relating to board composition, i.e., that at least two-thirds (2/3) of the voting membership of the board of the Substate Planning District shall be composed of the elected officials of conservation districts, incorporated towns, cities or counties within the planning jurisdiction or the designees of said officials.

(2) It will adhere to State regulations pertaining to nondiscrimination.

(3) It will not compel any county, city or other political subdivision of the State of Oklahoma to be a member of or participate in said Substate District.

(4) It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.

C. The Grantee certifies that it is in compliance with 25 O.S. § 1313(B). After July 1, 2008, no public employer shall enter into a contract for the physical performance of services within this state unless the Grantee registers and participates in the Status Verification System to verify the work eligibility status of all new employees.

HOLD HARMLESS CLAUSE

A. The Grantee shall, within limitation placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers, and employees from all claims and actions, and all expenses defending the same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Grantee. The Grantee shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for the Grantee, the Grantee will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees for all the hereinbefore-described expenses, claims, actions, or amounts recovered.

B. In the event the Grantee chooses to use volunteer labor to assist in the project activities, the Grantee shall bear any and all liability for any injury or harm caused by the volunteer labor or any harm or injury to the volunteer labor.

C. To the extent allowable by law, Grantee shall hold harmless Oklahoma Route 66 Commission, OTRD, its agents, officer and employees from any loss or injury sustained either directly or indirectly as a result of exposure to COVID-19 and shall indemnify the State of Oklahoma, Oklahoma Route 66 Commission, and OTRD of the same from any claims made by third parties.

POLITICAL ACTIVITY

A. All employees of the Grantee shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 U.S.C. §§ 1501, et seq., 18 U.S.C. §§ 595).

B. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.

C. No portion of the contract funds may be used for lobbying activities.

PAYMENTS TO COMPANIES

A. No contract funds shall be paid to any corporation, limited liability company, partnership, proprietor, or other private entity except for services provided pursuant to an approved contract.

B. No contract funds shall be loaned to any corporation, limited liability company, partnership, proprietor, or the legal entity.

NO-CONFLICT COVENANT

The Grantee covenants that no officers or employees of any governing board of the Grantee have any interest, direct or indirect, and that no one shall acquire any interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. The Grantee further covenants that in the performance of this contract no person having any such interest will be employed.

PUBLICATION AND OTHER MATERIALS

A. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. Oklahoma Route 66 Commission and OTRD shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract.

B. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning which shall include the following statement:

> *This (type of material) was financed in whole or in part by funds from the State of Oklahoma and the Oklahoma Route 66 Commission as administered by the Oklahoma Tourism and Recreation Department.*

COMPENSATION TO GRANTEE (PROJECT FUNDS)

A. Funds shall be limited to the cumulative amounts based on the 1/12 allocation schedule, unless all funds are allotted and accounted for within the Fund. Funds provided under this section shall not be used to pay for any administrative/planning expenses of the entity requesting the funds or any Sub-Grantee, or any expenses of the Grantee or Sub-Grantee in preparation of this project. This provision shall not apply to funds provided pursuant to Oklahoma Administrative Code § 623:10-1-5(f).

B. Grantee may draw funding in advance of anticipated cost but then must submit a proper invoice, equaling or exceeding the amount of cash previously drawn and evidence of eligible expenditures no later than thirty (30) days thereafter. A final report with documented expenses will be provided by the Grantee no later than 60 days after completion of the project. If funds are spent inappropriately, the Grantee may be required to repay funds in question. Oklahoma Administrative Code § 623:10-1-5(c).

C. If a question arises as to the validity of any claim made under this contract, OTRD may suspend further payments until the question is resolved. The decision of OTRD to allow or disallow any claim shall prevail.

TRAVEL AND PER DIEM

No travel related costs, including per diem, shall be paid from these funds.

PROCUREMENT

A. General Requirement
The Grantee acknowledges that all expenditures of funds under this Contract constitute the expenditure of public funds and shall be made in compliance with all applicable State and local laws, rules, and policies governing procurement.

B. Procurement of Goods and Services (Title 74)
The procurement of goods and services, including but not limited to supplies, equipment, professional services, consultant services, marketing, design, and other non-construction services, and the management and disposition of personal property acquired with Contract funds, shall be governed by

the Oklahoma Central Purchasing Act, 74 O.S. § 85.1 et seq., applicable rules of the Office of Management and Enterprise Services (OMES), and OTRD policies, as applicable to the Grantee.

C. Public Construction and Improvements (Title 61)
Any portion of the Project involving public construction, reconstruction, alteration, repair, or improvement to public property or public buildings shall comply with the public competitive bidding and publication requirements of Oklahoma Statutes Title 61, including, but not limited to, notice, bidding, bonding, and award requirements, unless a statutory exemption applies.

D. No Circumvention of Bidding Requirements
The Grantee shall not divide, structure, or otherwise arrange procurements in a manner intended to avoid applicable competitive bidding, quotation, or publication requirements under either Title 74 or Title 61.

E. Subcontracts
All subcontractors shall be procured in compliance with the applicable procurement requirements described herein. No subcontract shall create any obligation on the part of OTRD.

F. Documentation
The Grantee shall maintain documentation sufficient to demonstrate compliance with all applicable procurement requirements and shall make such documentation available to OTRD upon request.

RECORDS, REPORTS, DOCUMENTATION

A. The Grantee shall maintain records and accounts, including property, personnel and financial records that properly document and account for all project funds. Some specific types and forms of records may be required by OTRD.

B. The Grantee shall furnish OTRD with narrative reports, statistical reports and financial reports related to this contract in the forms and at such times as may be required by OTRD.

C. An electronic report shall be submitted to OTRD listing projects funded.

D. The Grantee shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least seven (7) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Grantee shall, as OTRD deems necessary, permit authorized representatives of OTRD and the State of Oklahoma to have full access to and the right to fully examine all such materials.

E. The Grantee has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

CLOSING OUT OF PERIOD FUNDED

A. The Grantee shall promptly return to OTRD any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received as of the final date of the period funded.

B. The Grantee shall submit closeout documents no later than sixty (60) days after the final date of the period funded. Said closeout documents may be accompanied by the Final Expenditure Report. No new funding awards will be distributed to the Grantee until the closeout documents are submitted.

C. When actual expenditures total less than the contract amount, the contract will be automatically de-obligated to the actual expenditures as shown in the closeout documents.

AUDITING, DISALLOWED COSTS

A. The Grantee shall be subject to an annual audit upon the request of OTRD. Audits required by OTRD shall be for both financial and program compliance.

   (1) Audit reports must be submitted to OTRD within thirty (30) days of completion of report but no later than nine (9) months after the end of the Grantee's completed project.

   (2) If the audit has not been submitted or the audit is not closed prior to the release of funds, then Grantee may be unable to draw funds unless a good cause is shown and approved by OTRD.

B. The cost of the audit of contract funds may be paid from this contract.

C. In the event the audit results in the determination that the Grantee has expended contract funds on unallowable costs, the Grantee shall reimburse OTRD in full for all such costs.

D. The Grantee may obtain and review audits of the Sub-Grantee to fulfill its responsibility to ensure that all projects funded through Grantee comply with the provisions of this agreement. Such an audit of the project may be performed concurrently with any required annual financial audit of the Sub-Grantee.

E. In the alternative, the Grantee may collect documentation on all the projects it funds and have that documentation audited to ensure that those projects have been performed in compliance with the provisions of this contract. Such an audit of those projects may be performed in conjunction with any required annual financial audit of the Grantee.

INTERPRETATION, REMEDIES

A. In the event the parties fail to agree on changes or interpretations of this contract, the decision of OTRD shall prevail.

B. Neither forbearance nor payment by OTRD shall be construed to constitute waiver of any remedies for any default or breach by the Grantee that exists or occurs later.

TERMINATION OR SUSPENSION

A. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

B. This contract may be terminated or suspended by OTRD, in whole or in part, for cause, after notice, and an opportunity for Grantee to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:

(1) Grantee fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines, or procedures, including OTRD policies and issuances, or is unduly dilatory in executing its commitments under this contract.

(2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.

(3) Grantee has submitted incorrect or incomplete documentation pertaining to this contract.

(4) The Grantee is unduly dilatory in executing its commitments under a prior contract with OTRD, including, but not limited to, submission of any audits due, resolution of audit findings and monitoring results.

C. In the event of termination or suspension, the Grantee shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Grantee shall reduce to the minimum possible all obligations, prepaid expenses, and other costs.

D. The Grantee shall not be relieved of liability to OTRD for damages sustained by OTRD by virtue of any breach of this contract by Grantee. OTRD may withhold payments due under this contract pending resolution of the damages.

ENTIRE AGREEMENT

This contract constitutes the entire agreement between OTRD and the Grantee and is final and complete. No evidence of alleged prior dealings, course of dealing or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term to supplement or qualify this contract or to add any stipulation or obligation different from or inconsistent with the express provisions of the contract.

SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

APPLICATION INCORPORATED

Grantee's Application is incorporated therein and made a part hereof.

OPEN RECORDS

All parties acknowledge that all State agencies are subject to the Oklahoma Open Records Act, and that this contract is subject to public disclosure in accordance with the provisions of the Act. This disclosure is mandated regardless of the existence of any non-disclosure agreements that may have been previously executed by the parties and the parties agree that the OTRD may disclose this document without further consultation with Grantee.

WRITTEN CORRESPONDENCE

Written correspondence as relevant to this contract, other than submission of payment invoices, can be sent via US Mail, postage prepaid, or via electronic email (e-mail) to the following parties:

Commerce: Oklahoma Tourism and Recreation Department
Attn: Route 66 Grant Coordinator
OKRT66grant@travelok.com
123 Robert S. Kerr Ave., Suite 900
Oklahoma City, Oklahoma 73102

Grantee: The City of Clinton
Robert Johnston
+1 (580) 335-1551
robert.johnston@clintonok.gov
415 W. Gary Blvd. Clinton, OK 73601

IN WITNESS WHEREOF, the signatories represent that they are authorized to bind the parties to this agreement and that they have executed this agreement effective as of the date of the signatures below.

Oklahoma Tourism and Recreation Department

08/28/
Amy Blackburn (Aug 28, 2026 15:11:44 CDT)

Amy Blackburn Date
Executive Director
Oklahoma Tourism and Recreation Department

Grantee

Robert Johnston Date
City Manager
City of Clinton

OTRD INTERNAL USE ONLY

General Counsel: Chance Johnson — 08/28/2026
Chance Johnson (Aug 28, 2026 13:18:54 CDT)
Chance Johnson — Date

Chief Financial Officer: Lia Tepker-McHughes — 08/28/2026
Lia Tepker-McHughes — Date

Chief Operating Officer: [signature] — 08/28/2026
Forrest McMurray — Date

Outlook

Re: TOURISM GRANT FIRE HOUSE 2026

From Ryan Meacham <ryan@meachamlaw-ok.com>
Date Mon 8/31/2026 9:38 AM
To Amy Jones <amy.jones@clintonok.gov>; Robert Johnston <Robert.Johnston@clintonok.gov>

All:

I ran through the agreement this morning. Obviously, they are giving us money so our negotiable positions are few and far between. As such, our principal concern is not necessarily the wording but our obligations. Here are the more significant obligations that caught my eye:

Subject	City obligation	Agreement
Supervision	Perform all work itself or under City supervision, using personnel who are qualified and legally authorized to perform the work.	p. 2
Subcontracting	Obtain OTRD's prior written approval before subcontracting any work unless the subcontracting was expressly identified in the application.	p. 2
State vendor registration	Remain registered as a State Vendor/Supplier through OMES.	p. 2
Work authorization	Participate in the Status Verification System and verify the work eligibility of new employees as required by 25 O.S. § 1313(B).	p. 3
Use of private contractors	Pay private entities from grant funds only for services furnished under an approved contract.	p. 4
Contractor indemnification	Include equivalent State hold-harmless language in agreements with subcontractors and project agents.	p. 4
Eligible expenses	Use funds only for eligible project costs; administrative, planning, application-preparation, and travel expenses are generally prohibited.	p. 5
Advance draws	If funds are drawn in advance, submit a proper invoice and evidence of eligible expenses equaling or exceeding the advance within 30 days.	p. 5
Final report	Submit a final report with documented expenses within 60 days after project completion.	p. 5
Procurement records	Maintain documentation sufficient to demonstrate compliance and provide it to OTRD upon request.	p. 6
Periodic reports	Furnish narrative, statistical, financial, and electronic project reports in the form and at the times required by OTRD.	p. 6
Record retention	Retain all grant-related records for at least seven years after submission of the Final Expenditure Report—or longer until all audit findings are resolved.	p. 6
Inspection rights	Allow OTRD and State representatives full access to grant-related records for examination.	p. 6
Audit	Submit to financial and program-compliance audits when requested by OTRD.	p. 7
Audit report deadline	Submit an audit report within 30 days after completion and no later than nine months after completion of the project.	p. 7
Unused funds	Promptly return funds not obligated as of August 30, 2028. Funds are "obligated" only if the associated	p. 7

	goods or services have actually been received by that date.	
Closeout	Submit closeout documents within 60 days after August 30, 2028.	p. 7
Incorporated application	Comply with all representations, commitments, schedules, specifications, and budget items contained in the grant application.	pp. 2, 9
Subcontractor compliance	Ensure that subcontractors comply with the agreement, applicable laws, procurement requirements, financial controls, and program requirements.	pp. 2–3, 6–7
Publications	Include the required OTRD/Route 66 funding acknowledgment prominently near the beginning of every publication or other project material.	pp. 4–5

Given that our most significant responsibilities are documenting, reporting and contracting; I think we need to ensure compliance on our bids, include any mandatory OTRD requirements in our bid docs, Establish separate project accounting and a dedicated grant file, Obtain OTRD approval before any scope, contractor, budget, or schedule change, and make sure that our construction schedule will match up with the 1/12th payment terms.

The last thing that gives me pause is OTRD's unilateral power to amend the contract and the possibility that they can just turn off the tap if funding fails. Again, those are somewhat expected and not likely, but they have to be acknowledged. I didn't really have any questions but we probably do want to confirm the practical side of how they expect us to comply with the obligations listed above.

Ryan A. Meacham, P.C.
807 Frisco Ave
Clinton, OK 73601

Phone: 580/323-4370
Fax: 580/323-4968

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From: Amy Jones <Amy.Jones@clintonok.gov>
Sent: Friday, August 28, 2026 4:05 PM
To: Robert Johnston <Robert.Johnston@clintonok.gov>; Ryan Meacham <ryan@meachamlaw-ok.com>
Subject: TOURISM GRANT FIRE HOUSE 2026

Here is the Fire House Grant. Please review.