



Contract Committee Review Request

**MUST BE COMPLETED IN FULL**

Date: 8/18/21

Contract/Agreement Vendor: Oklahoma Department of Wildlife conservation Outdoor Education Programs  
Name of Vendor & Contact Person  
**Kelly Boyer**  
Vendor Email Address  
PO Box 1201  
Jenks OK 74037

Summary  
This is agreement adds varsity archery  
Reason/Audience to benefit  
September \$0  
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Emily Lim

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator: Jason Jedamski

Does this Contract/Agreement utilize technology? YES/NO  
If yes, Technology Admin: No

Leadership Team Member: [Signature]

Funding Source: N/A no funding needed  
Fund/Project OCAS Coding

Consent Item: Accept and approve the NEW/RENEWAL agreement between Broken Arrow Public Schools and the vendor listed above. (ie. New fiscal year &/or Renewal services)

Action Item: Discussion, motion and vote on motion to approve or disapprove the NEW agreement between Broken Arrow Public Schools and the vendor listed above. (ie. Purchase over \$50,000 &/or new service)

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

**OKLAHOMA  
DEPARTMENT OF  
WILDLIFE  
CONSERVATION  
OUTDOOR  
EDUCATION**



**PROGRAMS AGREEMENT**

***Oklahoma National Archery in the Schools Program (OKNASP)***  
***Varsity Archery (VA)***  
***Explore Bowhunting (EB)***  
***Hunter Education (HE)***  
***Oklahoma Fishing in the Schools Program (OKFITS)***  
***Explore Bowfishing (EBF)***

*OKNASP/ VA/ EB/ EBF Contact: Kelly Boyer ([kelly.boyer@odwc.ok.gov](mailto:kelly.boyer@odwc.ok.gov))*  
*HE Contact: Lance Meek ([lance.meek@odwc.ok.gov](mailto:lance.meek@odwc.ok.gov))*  
*OKFITS Contact: Shawn Gee ([shawn.gee@odwc.ok.gov](mailto:shawn.gee@odwc.ok.gov))*

**SCHOOL:** Vanguard Academy\_Broken Arrow Public Schools  
**PRIMARY CONTACT:** Emily Lim  
**PHONE:** 918-259-4323  
**EMAIL:** elim@baschools.org

FOR ODWC USE ONLY:		
	Agreement Rec.	Kit/Equip Rec.
OKNASP		
EB		
OKFITS		
EBF		

## OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION

To apply for Outdoor Education program funds from ODWC, please complete this application and return it to Attn: Information & Education Division (CO Colin Berg), ODWC, P.O. Box 1201, Jenks, OK 74037. Attach additional pages if necessary.

### COOPERATIVE AGREEMENT-PASS THROUGH FEDERAL ASSISTANCE GRANT

DATE: 7/28/21

GRANT I.D.:F21AF0180; F21AF01830; F21AF00279

GRANT TITLE: Oklahoma Hunter Education- **Hunter Education**, Oklahoma Hunter Education Enhancement- **Archery in the Schools Program, Explore Bowhunting Program, and Varsity Archery**; Oklahoma Aquatic Education Program- **Fishing in the Schools Program and Explore Bowfishing**

PRINCIPAL INVESTIGATOR: Emily Lim (applicant name)

TELEPHONE NUMBER: 918-259-4323

#### 1. COOPERATORS

Pursuant to the statutory authority granted in 74 O.S. Supp. 2010, § 581, this Agreement is made and entered into by and between the Oklahoma Department of Wildlife Conservation, a constitutional state entity of the State of Oklahoma (hereinafter ODWC), and Vanguard (here in after School) Broken Arrow Public Schools district (here in after District). Party contacts include Colin Berg, Kelly Boyer, Shawn Gee, programmatic and ODWC Fed. Aid Coordinator, Andrea Crews fiscal/compliance for the Party of the First Part and (instructor) Andy Summers, Principal Investigator and (Fiscal Officer) Natalie Eneff, fiscal contact for the Party of the Second Part.

#### 2. FUNDING SOURCE

Whereas, The ODWC is administering Federal Assistance Grant funding from the Federal Aid in Wildlife Restoration Grant Program (CFDA number 15.626) enabled by the Wildlife Restoration Act also known as the Pittman-Robertson Act of 1937 and awarded by the U.S. Fish & Wildlife Service. The ODWC is desirous of establishing the development programs: Archery in the Schools and Explore Bowhunting as outlined in the F21AF01830 project statement and this agreement. AND, The Party of the First Part is administering Federal Assistance Grant funding from the Federal Aid in Sport Fish Restoration Grant Program (CFDA number 15.611) enabled by the Sport Fish Restoration Act also known as the Wallop-Breaux Sport Fish Restoration Fund and awarded by the U.S. Fish & Wildlife Service. The party of the First Part is desirous of establishing the development program: Fishing in the Schools and Explore Bowfishing as outlined in the F21AF00279 project statement and this agreement.

#### 3. PERFORMANCE

Whereas, The School has available competent staff, facilities and part of the equipment to develop the program; and is desirous of cooperating with the ODWC in developing the program.

NOW THEREFORE, it is mutually agreed as follows:

- a. The ODWC agrees to supply equipment up to, but not to exceed, 75% of the total cost of said equipment needed to implement Hunter Education, Archery in the Schools Program, Explore Bowhunting, Fishing in the Schools, Varsity Archery, and Explore Bowfishing programs as

outlined in Attachment A with Federal Aid in Wildlife Restoration Act and Sportfish Restoration Act Funds apportioned to the ODWC.

- b. The School agrees to perform the program as described in attachment A. The School agrees not to prohibit or discourage any student from participating in Hunter Education, Archery in the Schools, Explore Bowhunting, Fishing in the Schools and Explore Bowfishing programs.
- d. The School agrees not to discriminate against any user or potential user on the basis of race, creed, color, gender, ancestry, age or disability. Furthermore, the program described in Attachment A will be administered so as to be accessible to persons with disabilities.
- e. The equipment will remain available for inspection and compliance reviews at all times by the U.S. Fish & Wildlife Service and the ODWC to fulfill responsibilities in monitoring uses of Federal Aid acquired and developed properties for the duration of the agreement duration as described in attachment A.
- f. The School agrees to comply with information requests from the ODWC, including but not limited to the annual education program survey and reports of fishing clinics.
- g. The cooperator agrees to ensure at least one staff member maintains certification in ODWC's Outdoor Education programs including Hunter Education, Archery in the Schools Program, Explore Bowhunting, Fishing in the Schools and Explore Bowfishing for the duration of the agreement duration as described in attachment A. If such certification is not maintained and the cooperator withdraws from the Hunter Education, Archery in the Schools Program, Explore Bowhunting, Fishing in the Schools and/or Explore Bowfishing programs, the cooperator agrees to return the Department's share of the project equipment or reimburse the total cost of said equipment that was supplied by the Department.
- h. The School agrees to accept all responsibility and liability for the implementation of the ODWC's Outdoor Education programs and will not hold the ODWC or its employees liable for any damage or injury to any persons during its construction, operation or use.
- i. The School agrees to install and maintain in perpetuity sign(s) supplied by the ODWC stating that Wildlife Restoration Funds were used to purchase Archery in the Schools, Explore Bowhunting, Fishing in the Schools and Explore Bowfishing equipment kits.
- j. Failure to comply with the terms of this agreement by either party shall allow the other party to withdraw any interest they have at the time and terminate the agreement.

#### 4. CONSIDERATION

1. In consideration of these presents, the ODWC hereby agrees to supply unto the School archery equipment in the amount of up to or equal to 75% of the actual expenses incurred as payment of the cost of the project as indicated in attached budget. Said amount shall not exceed the maximum amount unless a proper amendment has been approved for the increased cost.
2. The total project cost, FY2021 as identified by the attached Budget, unless otherwise amended, shall be set at **\$5,529 to \$9,244** of which the Party of the First will be paid through Wildlife Restoration Grants Program. The remainder of the total cost will be contributed by the Party of the Second Part as matching funds. This agreement covers period July 1, 2021 through June 30, 2022.

**Cost breakdown is as follows:**

- Archery in the Schools:** 60 arrows, 5 targets, 1 Papes repair kit, and 1 bow rack total cost of **\$1,782 - \$2,355 (paid by school)** 12 bows and one backstop net **\$2,252 (paid by the ODWC)**
- Varsity Archery:** 10 bows and accessories, and one backstop net **\$3,715**

- Explore Bowhunting:** One Explore Bowhunting Resource trunk **\$2,110**
- Fishing in the Schools:** 25 Rod and Reel Combos, 1 Tackle Box, 5 Needle-nosed pliers, 5 Clippers, 180 Split Shot Weights, 200 Gold Aberdeen Hooks, 100 Bobbers, 20 Casting Plugs, & 10 Hand Towels; **\$500**
- Explore Bowfishing:** Five each of Bowfishing reel, heavy duty reel seat, bowfishing rest, 100 ft of 200 lb. test line, five bowfishing practice arrows with blunts and one bowfishing arrow with fish point. **\$667**

## 5. COMPLIANCE AND ASSURANCES

1. The School agrees to be audited as provided in OMB Circular A-133 or current Federal Audit Guidelines, and to provide the ODWC copies of any and all audit references to federally funded projects at the conclusion of the audit. All financial and programmatic records must be maintained and accessible to officials of Oklahoma and Federal governments for a period of three (3) years from the federal closeout of the grant (submission and approval of the SF 425). Restitution of federal funds as a result of audit findings or lack of performance shall be accordingly contributed by the school.
2. All equipment purchased or provided by the ODWC shall be returned to the ODWC if at any point the program is no longer in use by the School for the extent of the grant agreement.
3. The Party of the Second Part agrees to provide to the Federal Government and the Party of the First Part a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use any and all information collected during the development project.
4. **Any and All publication resulting from this grant for the Hunter Education program shall carry the following statement: Financial support for this publication was provided by the Oklahoma Department of Wildlife Conservation through the Wildlife Restoration Grant F21AF0180 and "your school name".**
5. **Any and All publication resulting from this grant for the Archery in the Schools Program or Explore Bowhunting program shall carry the following statement: Financial support for this publication was provided by the Oklahoma Department of Wildlife Conservation through the Wildlife Restoration Grant F21AF01830 and "your school name".**
6. **Any and all publications resulting from this grant for the Fishing in the Schools and/or Bowfishing in the Schools programs shall carry the following statement: Financial support for this publication was provided by the Oklahoma Department of Wildlife Conservation through the Sport Fish Restoration Grant F21AF00279 and "your school name."**
7. This agreement is conditioned to final approval of the ODWC budget, projected approval by the Region 2 Wildlife and Sport Fish Restoration Program Management of the U.S. Fish & Wildlife Service.
8. The School and ODWC each agree, to the extent permitted by applicable law to take such further actions and execute and deliver such further documents and/or reports as may be reasonably necessary or appropriate to complete the research program/project in accordance with the Project Statement and/or as required by applicable state and federal laws and

with the Project Statement and/or as required by applicable state and federal laws and regulations.

THIS AGREEMENT may be amended or revised by written mutual agreement of the two parties, or may be terminated by either party following 60 calendar days from the receipt of written notice.

THIS AGREEMENT shall not be deemed valid until approved and signed by the undersigned parties.

Date the \_\_\_\_\_ day  
\_\_\_\_\_, 20\_\_\_\_

For the Cooperator:

\_\_\_\_\_  
Superintendent/Cooperating School Name

\_\_\_\_\_  
Signature

Subscribed and sworn to me \_\_\_\_\_ 20\_\_\_\_.

My commission expires \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary

Oklahoma Department of Wildlife Conservation

Date the \_\_\_\_\_ day  
\_\_\_\_\_, 20\_\_\_\_

Oklahoma Department of Wildlife Conservation

For the Department:

\_\_\_\_\_  
Education Section Supervisor, O.D.W.C.

Subscribed and sworn to me \_\_\_\_\_ 20\_\_\_\_.

My commission expires \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary

**AFFIDAVIT**

STATE OF OKLAHOMA                    )  
  )ss  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being first duly sworn, on oath states,

1. (S)He is the duly authorized agent of \_\_\_\_\_, the cooperator under the agreement which is attached to this statement, for the purpose of certifying the facts pertaining to the commitment to government personnel in order to procure said agreement:
2. (S)He is fully aware of the facts and circumstances surrounding the making of the agreement to which this statement is attached and has been personally and directly involved in the proceedings leading to the development of said agreement; and
3. Neither the cooperator nor anyone subject to the cooperator'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 the agreement to which this statement is attached.

\_\_\_\_\_  
Name/Title

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public (or Clerk or Judge)

My Commission expires \_\_\_\_\_, 20\_\_\_\_

**Attachment A**  
**Application for Equipment with the**  
**Oklahoma Department of Wildlife Conservation**  
**For Outdoor Education Program**

To apply for Outdoor Education program funds from ODWC, please complete this application and return it to Attn: Information & Education Division (CO Colin Berg), ODWC, P.O. Box 1201, Jenks, OK 74037. Attach additional pages if necessary.

1. Name of Cooperator (Applicant): \_\_\_\_\_

2. Name of School/Name of School District: \_\_\_\_\_

3. Number of teachers: \_\_\_\_\_ certified as basic archery instructors in the archery in the schools program.  
Names of certified teachers: \_\_\_\_\_

4. \_\_\_\_\_ The cooperator agrees to incorporate the Outdoor Education program into the \_\_\_\_\_ **in school curriculum** for a minimum of three years. If the above certified teacher(s) move, the cooperator agrees to have the new teacher(s) trained ensuring the program continues.

5. Total students to be exposed to the Outdoor Education program \_\_\_\_\_. Grade levels the program will be taught in \_\_\_\_\_.

6. The cooperator agrees to complete all applicable reports and will submit them in a timely fashion to the Oklahoma Department of Wildlife Conservation.

7. The cooperator agrees to administer the archery in the schools program as outlined by the national archery in the schools program training (minimum of two weeks class time required).

8. The cooperator agrees to administer the Explore Bowhunting, Fishing in the Schools and Explore Bowfishing program according to ODWC training for a minimum of one week per program.

9. The cooperator will maintain the Outdoor Education program equipment.

10. Cost for full Outdoor Education kit: \$ \_\_\_\_\_ From **\$10,849 to \$11,422** (1 Archery in the Schools Program kit, 1 Varsity Archery Kit, 1 Explore Bowhunting kit, 1 Fishing in the Schools kit, and 1 Explore Bowfishing kit .).  
(Cost varies due to different costs for three different target styles and three different styles of bow racks.)

11. Equipment you are requesting from ODWC.  **Archery in the Schools Program**: 12 Bows and 1 BCY backstop,  **Varsity Archery**: 10 Bows, 10 sets of archery accessories, 2 equipment setup guides, and one backstop net,  **Explore Bowhunting**: 1 Resource trunk and curriculum resources,  **Fishing in the Schools**: 25 Rod and Reel Combos, 1 Tackle Box, 5 Needle-nosed pliers, 5 Clippers, 180 Split Shot Weights, 200 Gold Aberdeen Hooks, 100 Bobbers, 20 Casting Plugs, 10 Hand Towels,  **Explore Bowfishing**: 5 reels, 5 bowfishing rests, (5)100ft of 200 lb. test line, five bowfishing practice arrows with blunts, and 5 bowfishing arrows with fish point **Total = \$9,243**

12. Explore Bowhunting, Explore Bowfishing, Fishing In The Schools, Hunter Education, and Varsity Archery equipment require no contractual funding obligations from the cooperator.

13. How much funding will be provided by the cooperator? **\_\$1,782 to \$2,355\_**\_\_\_\_\_.

These funds will cover the cost of 5 targets, 5 dozen arrows, 1 Papes repair kit, 1 Bow hanger rack



Cannot be matched with any other federal funds. Please describe cooperator's share if other than state funds (grants, donations, etc.). \_\_\_\_\_

14. Person completing the application (**This is the person we will contact if there are any issues with your paperwork or grant.**) \_\_\_\_\_

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

Phone number: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Cooperator F.E.I. Number: \_\_\_\_\_  
(Federal Tax ID #)

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

**MAIL COMPLETED AGREEMENT TO:**  
Oklahoma Department of Wildlife Conservation  
Information & Education Division (CO Colin Berg)  
P.O. Box 1201  
Jenks, OK 74037