

AGREEMENT

THIS CONTRACTOR AGREEMENT ("the Agreement") is made and entered into as of the 1st day of July 2026, by and between Cleveland County ("Cleveland County") and 929 Strategies, LLC ("Contractor") for assistance with the American Rescue Plan - Coronavirus Local Fiscal Recovery Fund (CLFRF) awarded by the United States Department of Treasury.

In consideration of the mutual terms and provisions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cleveland County and Contractor agree as follows:

1. Statutory Authority and Effective Dates of Contract. This contract is authorized pursuant to and in accordance with the provisions of 74 O.S. §85.2 and 74 O.S. §85.41.
2. Duties. Cleveland County hereby retains Contractor to provide certain consulting, administrative and support services specific to the implementation of the CLFRF grant program awarded by the United States Department of Treasury. Such services shall include, but not limited to the following:
 - a. General consulting and advisory services to Cleveland County
 - b. Assessing and recommending strategies for implementation of the CLFRF and monitoring relevant information and completion of the CLFRF
 - c. Developing and updating the Recovery Plan for Cleveland County CLFRF Program
 - d. Preparing a Final Report for closeout of the CLFRF grant
 - e. Advise Cleveland County on the legality of plans in coordination with the District Attorney and State Auditor
 - f. Assisting with closing out of the grant
3. Performance. Contractor agrees to devote the necessary time and capacities to the performance of its duties and agrees all services shall be provided by or overseen by Melissa McLawhorn Houston, as principal of Contractor.
4. Term. The initial term of this Agreement shall be nine (9) months, beginning from the date of execution of this Agreement. Cleveland County and Contractor may renew the contract at the end of the nine (9) months for an agreed term. parties agree that Cleveland County or the Contractor may terminate this Agreement at any time upon thirty (30) days written notice.
5. Compensation. For all services to be rendered by Contractor under this Agreement, Contractor shall Invoice Cleveland County for services as follows:
 - a. Monthly monitoring with legal advice and counsel \$18,000 per month invoiced at the end of the month
 - b. Project Planning and implementation \$25,000
 - c. Updating of Recovery Plan \$25,000 (if additional data collection and analysis

services are needed, contractor may invoice up to \$50,000 to subcontract for these services, or Cleveland County may choose another subcontractor for data collection and analysis)

- d. Preparing a Final Report for closeout of the CLFRF grant \$50,000
 - e. Close out assistance \$30,000
6. Representations and Warranties. Contractor represents and warrants that it is qualified and competent to render the services which are required under this Agreement and that it will comply with all laws, rules and regulations in the performance of the services pursuant to this Agreement.
7. Further Outline of Duties and Responsibilities of Contractor. Contractor will determine when, where and how it will perform the duties to be performed pursuant to this Agreement. Contractor may establish its own work schedule and is specifically permitted to perform other work, duties or services for other individuals and the general public as the Contractor may determine from time-to-time. Further, Contractor is free to establish and follow its own pattern of work performing the duties and services required hereunder.
8. Relationship of Parties. For purposes of this Agreement, the Contractor shall be considered an "independent contractor" and shall never be considered an employee or agent of Cleveland County. Other than the extent that the Contractor is required to perform services hereunder, Contractor shall be free to perform such other services and duties as it may desire. Because the Contractor is an independent contractor, and is not an employee, Contractor shall be solely responsible for the payment of any and all taxes which may be attributable to the compensation paid to it pursuant to this Agreement, which will include by example, not by limitation, any and all income taxes and employment taxes. Further, at no time during the term of this Agreement will Contractor hold itself or its employees out to be either an employee or agent of or otherwise acting on behalf of Cleveland County.
9. Confidentiality. Contractor agrees that it will keep confidential any and all information provided to Contractor by Cleveland County as well as any information Contractor may acquire from Cleveland County in the performance of its duties hereunder. Contractor recognizes that some documents may be subject to and will comply with the provisions of the Oklahoma Open Records Act, Title 51, Sections 24A.1 et seq. of the Oklahoma Statutes.
10. Audit and Records. As used in this clause, records shall include, but are not limited to, any books, documents, accounting procedures and practices, and other data, regardless of type or form. In accepting this contract with Cleveland County, 929 Strategies agrees any pertinent state or federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. 929 Strategies is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and for a period of seven (7) years following completion and/or termination of the contract. In an audit, litigation, or other action involving such records is initiated before the end of the seven (7) year period, the records are required to

be maintained for seven (7) 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. 929 Strategies agrees the review of all records as they relate to the performance of professional services are to be subject to examination by Cleveland County and the State Auditor and Inspector.

11. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.
12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.
13. Assignment. This Agreement may not be assigned by Contractor, nor may Contractor delegate its duties hereunder, without the express written consent of Cleveland County.
14. Amendments. This Agreement may not be amended except by an instrument in writing signed by Cleveland County and Contractor.
15. Notices. Any notices required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered personally or sent by United States first class mail, postpaid, addressed or delivered to the addresses set forth below the signatures of the parties.

If sent to the County:

Cleveland County Board of County Commissioners
201 S. Jones
Norman, OK 73069

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

District Attorney's Office, Civil Division
201 S. Jones, Suite 300
Norman, OK 73069

If sent to the Contractor:

Melissa McLawhorn Houston, CEO
929 Strategies
melissa@929strategies.com

16. No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed as a waiver of such breach.
17. Entire Agreement. Contractor acknowledges receipt of a copy of this Agreement and agrees that with respect to the subject matter hereof, it is the entire understanding and agreement with Cleveland County regarding its subject matter, superseding any and all previous oral and written agreements regarding relationship between Contractor and Cleveland County. There are no oral representations, understandings or agreements

with Cleveland County or any of its officers or representatives covering the same subject matter.

DATED as of the day and year set forth above.

BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY

APPROVED by the Board of County Commissioners for Cleveland County this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF CLEVELAND COUNTY, OKLAHOMA

Chairman

Vice Chairman

Member

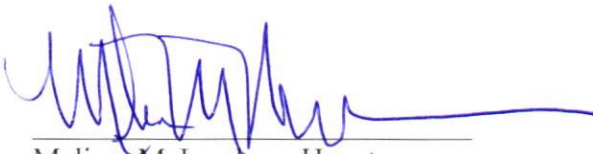
ATTEST:

County Clerk or designee

APPROVED as to form and legality this _____ day of _____, 2026.

ASSISTANT DISTRICT ATTORNEY

929 Strategies



Melissa McLawhorn Houston,
CEO, 929 Strategies

Attest or Notary:
