

NOTICE OF SPECIAL MEETING
OF THE
CHICKASHA CITY COUNCIL

In compliance with Title 25, Oklahoma Statutes, Section 301-314, the Oklahoma Open Meeting Act, including the posting of notice and agenda, be advised that the Chickasha City Council, Chickasha Municipal Authority, and Chickasha Municipal Airport Authority of the City of Chickasha, Oklahoma, will conduct a **SPECIAL MEETING ON THURSDAY, MAY 5, 2022, AT 6:30 PM.** Said meeting will be held in the Council Chambers, City Hall, 117 North 4th Street, Chickasha, Oklahoma.

The City of Chickasha encourages participation from all its citizens. If participation is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

Agenda items are attached.

I, Susan M. McDaniel, City Clerk, posted this Agenda on the official City of Chickasha bulletin board in the Municipal Building, 117 North 4th Street Chickasha, OK, 73018, which is accessible to the public twenty-four hours each day at 4:30 p.m. on Tuesday, May 3, 2022.

Susan M. McDaniel

Susan M. McDaniel

Sworn to and subscribed before me on this 3rd day of May, 2022.

My Commission Expires: _10-2-22



Tracy Lynn Austin
Notary Commission

14008829

Notary Public, State of Oklahoma

CHICKASHA CITY COUNCIL

AGENDA

LOCATION OF MEETING

CITY HALL COUNCIL CHAMBERS

117 NORTH FOURTH STREET

CHICKASHA, OKLAHOMA 73018

TIME OF MEETING

6:30 PM

DATE OF MEETING

MAY 5, 2022

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

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- 1. Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance.**
- 2. Citizen Comments.**
- 3. Council Communications.**
- 4. Consent Docket:**
 - a. Acceptance of the Minutes of the April 18, 2022 regular meeting.
 - b. Acceptance of the Claims List.

- c. Acceptance of Resolution 2022-12R amending the FY 21-22 Budget.

5. Discussion/Approval of Items Removed from Consent Docket:

6. Discussion and Consideration

- a. Discussion, consideration and possible action to authorize the Chickasha Police Department to purchase ammunition from GT Distributors using State Contract #SW220-6267 to not exceed \$11,871.78.
- b. Public Hearing - FY-2022 CDBG Grant; Proposed Water Distribution System Improvements Project.
- c. Discussion, consideration, and possible action to adopt Resolution 2022-08R to participate in the CDBG 2022 Small Cities Program.
- d. Discussion, consideration, and possible action to adopt the Citizen's Participation Plan for FY 2022 CDBG Proposed Water Distribution System Improvements Project.
- e. Discussion, consideration, and possible action to adopt Resolution 2022-09R to leverage funds for the CDBG 2022 Proposed Water Distribution System Improvements Project.
- f. Discussion, consideration, and possible action to adopt the Residential Antidisplacement and Relocation Assistance Plan.
- g. Discussion, consideration, and possible action to adopt Resolution 2022-10R Section 3 Resolution and Plan for FY-2022 CDBG Water Distribution System Improvements Project.
- h. Discussion, consideration, and possible action to enter into an Agreement with Parkhill to prepare FY-2022 CDBG grant application and administer project if funded.
- i. Discussion, consideration, and possible action to accept the Junior Social Worker (JSW) grant/donation in the amount of \$250.00.
- j. Discussion, consideration and possible action to authorize the application for a matching one to one grant from the Oklahoma Humanities in the amount of \$1,000.
- k. Discussion, consideration and possible action to waive the bid process and purchase a Dell Server and related licenses under State Contract #SW1020D for an amount not to exceed \$21,205.89 using ARPA funds.
- l. Discussion, consideration and possible action to waive the bid process and purchase Dell monitors for the Police Department under State Contract #SW1020D using ARPA funds in an amount not to exceed

\$16,882.32.

- m. Discussion, consideration, and possible action to approve Resolution 2022-11R establishing a crosswalk to be located at 200 West Michigan Avenue.
- n. Discussion, consideration and possible action to approve a contract to add Command Central Analytics from Motorola Solutions to the Police Department Report Management System and authorize the Mayor to execute the same.
- o. Discussion, consideration, and possible action to negotiate the purchase of 2 new ambulances not to exceed \$325,000 each pending final approval from City Council and reimbursement from the Grady County 522 EMS District.
- p. Discussion, consideration and possible action to establish a volunteer program for the City of Chickasha.
- q. Discussion, consideration and possible action to adopt Ordinance No. 2022-13 to change the purchasing policies to align with the State of Oklahoma's requirements of the Oklahoma Competitive Bidding Act codified at Oklahoma Statute Title 61, Section 101 et seq, as amended and the Public Trusts Bidding Law codified at Oklahoma Statute Title 60, Section 176 (h), as amended .
- r. Discussion, consideration, and possible action to pass the Emergency Clause of Ordinance 2022-13.

7. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the April 18, 2022 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the April 18, 2022 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		

V. ATTACHMENTS:

1. City 4-18-2022

April 18, 2022

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 18th day of April 2022 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Mayor Mosley called the meeting to order at 6:30 p.m.

ITEM 1. Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance

MAYOR AND COUNCIL

PRESENT: Chris Mosley, Mayor
Kimberly Loggins, Vice-Mayor
Kelly Boyd
Oscar Nelson
Zachary Grayson
R. P. Ashanti-Alexander
Brian Gerdes
Nate McCalla
David Sikes

ABSENT: None.

STAFF

PRESENT: Tyler Brooks, City Manager
Amanda Mullins, City Attorney
Cindy Rogers, Finance Director
Susan McDaniel, City Clerk
K.D. Rowell, Police Chief
Tony Samaniego, Fire Chief
Lillie Huckaby, Library Director
Rachel Bernish, Community Development Director
Shae Mortimer, Marketing & Civic Engagement Manager

ITEM 1. **Call to Order/Roll Call/Opening Prayer/Pledge of Allegiance:**

Council Member Sikes gave the invocation and Council Member Sikes lead the Pledge of Allegiance.

Roll call:

Boyd – Present
Nelson – Present
Sikes – Present
Hebblethwaite – Present
Grayson – Present
Ashanti-Alexander – Present
McCalla – Present
Gerdes – Present
Mosley – Present

ITEM 1a. **Motion by Grayson and Second by Ashanti-Alexander that Council adjourns sine die.**

Roll call vote:

Roll call vote:

Ayes:” Boyd, Nelson, Sikes, Hebblethwaite, Grayson, Ashanti-Alexander, McCalla, Gerdes and Mosley.

“Nays:” None

“Abstain:” None.

Motion carried. 9-0

ITEM 1b. **Oath of Office administered to incoming Council Members by City Attorney. (Following Council Members will sign necessary documents and then assume their seats at the council table.)**

City Attorney Amanda Mullins administered the Oath of Officer to the incoming and re-seated Council Members.

Kea Ginn – Ward 1
R. P. Ashanti-Alexander – Ward 3
Zachary Grayson – Ward 4
Chris Mosley - Mayor

Council assumed their seats at the Council Table.

ITEM 1c. **Call to Order and Roll Call.**

City Council Meeting 4-18-2022
6:30 p.m.

Kelly Boyd – Present
Oscar Nelson – Present
Kea Ginn – Present
Georgianne Hebblethwaite – Present
Zachary Grayson – Present
R. P. Ashanti-Alexander – Present
Nate McCalla – Present
Brian Gerdes - Present

ITEM 2. **Citizen Comments:**

(City Council Rules and Regulations limit visitor comments to a maximum of three minutes.)

ITEM 3. **Council Communications.**

- a. Presentation to out-going Council Member David Sikes.
- b. Selection of Mayor Pro Tempore: Mayor puts forth Zachary Grayson for Mayor Pro Tempore.

Roll call vote:

Ayes:” Boyd, Nelson, Ginn, Hebblethwaite, Ashanti-Alexander, McCalla, Gerdes and Mosley.

“Nays:” None

“Abstain:” Grayson.

Motion carried. 8-0-1

Council Member Ashanti-Alexander passed out a list of questions and concerns for the City Manager Tyler Brooks and Mayor Mosley.

Council Member Hebblethwaite asked about the status of the planned water fee.

ITEM 4. **Consent Docket: ITEM 4a through ITEM 4c.**

ITEM 4a. Acceptance of the minutes of the March 24, 2022 Special Council Meeting; and the Minutes of the April 4, 2022 regular Council Meeting.

ITEM 4b. Acceptance of Claims List.

ITEM 4c. Acceptance of Financials for March 2022.

ITEM 4d. Acceptance of Resolution 2022-07R amending the FY 21-22 Budget.

*Motion by Council Member Nelson, second by Council Member Grayson to approve the Consent Docket: ITEM 4a thru Item 4d.

Roll call vote:

Ayes:” Boyd, Nelson, Ginn, Grayson, Ashanti-Alexander, Gerdes, McCalla, Hebblethwaite and Mosley.

“Nays:” None

6:30 p.m.

“Abstain:” None.
Motion carried. 9-0

ITEM 5. **Discussion/Approval of Items Removed from Consent Docket:**

No Action Taken.

ITEM 6. **Discussion and Consideration Items:**

ITEM6a. **Discussion, consideration and possible action to authorize the repairs to Police Department Unit 1810 in an amount not to exceed \$9,971.70.**

*Motion by Council Member Gerdes and second by Council Member Nelson to approve the quote from Parham Body Shop to perform the repairs to Police Department Unit 1810 in an amount not to exceed \$9,971.70.

Roll call vote:

“Ayes:” Nelson, Ginn, Hebblethwaite, Grayson, Ashanti-Alexander, McCalla, Gerdes, Boyd and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6b. **Discussion, consideration and possible action to accept the 2022 Oklahoma Office of Homeland Security Grant Program in the amount of \$32,849.60 to purchase hand-held radios.**

*Motion by Council Member Boyd and second by Council Member Nelson to accept the 2022 Oklahoma Office of Homeland Security Grant Award #1255.025 in the amount of \$32,849.60.

Roll call vote:

“Ayes:” Nelson, Ginn, Hebblethwaite, Grayson, Ashanti-Alexander, McCalla, Gerdes, Boyd and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6c. **Discussion, consideration and possible action to approve the purchase of ten (10) hand-held radios using State Contract SW1054 from Motorola Solutions in the amount of \$32,849.60 using the funds received from the 2022 Oklahoma Office of Homeland Security Grant Program.**

City Council Meeting 4-18-2022
6:30 p.m.

*Motion by Council Member Hebblethwaite and second by Council Member Gerdes to approve the purchase utilizing Motorola Solutions, a State Contract supplier/vendor to purchase ten (10) hand-held radios for an amount not to exceed \$32,849.60.

Roll call vote:

“Ayes:” Nelson, Ginn, Hebblethwaite, Grayson, Ashanti-Alexander, McCalla, Gerdes, Boyd and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6d. Discussion, consideration, and possible action to authorize payment to Motorola Solutions Inc. for the installation of communications equipment under 911 Grant Program #911-2019 and NASPO Contract #SW1053M for an amount not to exceed \$182,430.13.

*Motion by Council Member Nelson and second by Council Member Boyd to authorize payment to Motorola Solutions Inc. for the installation of communications equipment under 911 Grant Program #911-2019 and NASPO Contract #SW1053M for an amount not to exceed \$182,430.13.

Roll call vote:

“Ayes:” Gerdes, Ginn, Hebblethwaite, Boyd, Nelson, Grayson, Ashanti-Alexander, McCalla and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6e. Discussion, consideration, and possible action to authorize the hiring of 6 additional firefighters.

*Motion by Council Member Hebblethwaite and second by Council Member Gerdes to authorize the hiring of 6 additional firefighters.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Boyd, Nelson, Grayson, Ashanti-Alexander, McCalla, Gerdes and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6f. Discussion, consideration, and possible action to authorize staff to solicit bids for the Festival of Light electrical expansion to the north side of the dam in Shannon Springs Park.

6:30 p.m.

*Motion by Council Member Hebblethwaite and second by Council Member Boyd to authorize staff to solicit bids for the Festival of Light electrical expansion to the north side of the dam in Shannon Springs Park.

Roll call vote:

“Ayes:” Hebblethwaite, Boyd, Nelson, Grayson, Ashanti-Alexander, Ginn, McCalla, Gerdes and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6g. Discussion, consideration, and possible action to approve an Agreement between the Oklahoma Department of Transportation and the City of Chickasha to remove a portion of US-81 from the Highway System upon opening of the Chickasha Bypass.

*Motion by Council Member Nelson and second by Council Member Gerdes to approve the Agreement between the Oklahoma Department of Transportation and the City of Chickasha to remove a portion of US-81 from the Highway System upon opening of the Chickasha Bypass and authorize the Mayor and City Clerk to execute the same.

Roll call vote:

“Ayes:” McCalla, Ginn, Hebblethwaite, Boyd, Nelson, Grayson, Ashanti-Alexander, Gerdes and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6h. Discussion, consideration, and possible action to approve a request from the Chickasha Rotary Club to conduct a 5K & Fun Run at 6:00 a.m. on Saturday, April 30, 2022.

*Motion by Council Member Ashanti-Alexander and second by Council Member Grayson to approve a request from the Chickasha Rotary Club to conduct a 5K & Fun Run at 6:00 a.m. on Saturday, April 30, 2022, and waive all fees.

Roll call vote:

“Ayes:” McCalla, Ginn, Hebblethwaite, Boyd, Nelson, Grayson, Ashanti-Alexander, Gerdes and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6i. **Discussion, consideration, and possible action to engage HSPG & Associates, LLC to perform the City of Chickasha’s audit services for FY 20-21 and authorize Mayor to execute the same.**

*Motion by Council Member Hebblethwaite and second by Council Member Nelson to approve the engagement with HSPG & Associates, LLC to perform the City of Chickasha’s audit services for FY 20-21 and authorize the Mayor to execute the same.

Roll call vote:

“Ayes:” McCalla, Ginn, Hebblethwaite, Boyd, Nelson, Grayson, Ashanti-Alexander, Gerdes, and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 9-0

ITEM 6j. **Discussion, consideration, and possible action to approve an amendment to the City of Chickasha Employee Policy and Procedure Manual, Chapter 5, Leaves of Absence, Titles: Vacation and Sick Leave Accruals to change the number of hours and timing of accruals of vacation leave and sick leave for Department Heads.**

*Motion by Council Member Hebblethwaite and second by Council Member Boyd to approve the amendment to the City of Chickasha Employee Policy and Procedure Manual, Chapter 5, Leaves of Absence, Titles: Vacation and Sick Leave Accruals to the change the number of hours and timing of accruals of vacation leave and sick leave for Department Heads.

Roll call vote:

“Ayes:” McCalla, Ginn, Hebblethwaite, Boyd, Nelson, Grayson, Ashanti-Alexander, Gerdes, and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 9-0

ITEM 6k. **Discussion, consideration, and possible action to authorize Statement of Work Agreement with Standleys for IT computer setup and imaging services to be paid from ARPA Funds and authorize the Mayor to execute the same.**

*Motion by Council Member Nelson and second by Council Member Gerdes to approve entering into a Statement of Work Agreement with Standleys for IT computer setup and imaging services to be paid from ARPA Funds and authorize the Mayor to execute the same.

City Council Meeting 4-18-2022
6:30 p.m.

**Amended Motion by Council Member Nelson and second by Council Member Gerdes to approve entering into a Statement of Work Agreement with Standleys for IT computer setup and imaging services to be paid from ARPA Funds in an amount not to exceed \$27,600.00 and authorize the Mayor to execute the same.

Roll call vote:

“Ayes:” McCalla, Ginn, Hebblethwaite, Boyd, Nelson, Grayson, Ashanti-Alexander, Gerdes, and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 7. **Executive Session:**

No Items Presented.

ITEM 8 **Adjournment:**

Motion by Council Member Ashanti-Alexander and second by Council Member Grayson to adjourn the meeting.

Meeting adjourned.

TIME: 7:34 P.M.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

Approved this 2nd day of May 2022.



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:
Accept Purchase Order list.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		

V. ATTACHMENTS:

1. COUNCIL REPORT 5-2-22 REDACTED

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC ONE-TIME V MICHELLE PALESANO	PARK DEPOSIT REFUND	165.00
			TOTAL:	165.00
ADMINISTRATION	GENERAL FUND	EXPRESS STAR	PUBLISH ORD 2022-13	573.35
		STAR TROPHY & SPORTS	PLAQUE AND DESK WEDGE	85.00
		ICMA MEMBERSHIP RENEWALS	ICMA MEMBERSHIP-BROOKS	1,080.00
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	101.88
			BUY-UP/EE & FAMILY	1,281.60
		OKLAHOMA MUNICIPAL RETIRE	OMRF2	726.92
			OMRF	274.81
		TRANSFER ACCOUNT	FICA	462.81
			MEDICARE	108.24
			TOTAL:	4,694.61
FIRE ADMINISTRATION	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/FAMILY	50.94
			DELTA DENTAL/SINGLE	15.10
			BUY-UP/EMPLOYEE ONLY	192.40
			BUY-UP/EE & FAMILY	640.80
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	433.01
		OKLAHOMA MUNICIPAL RETIRE	OMRF	97.96
		TRANSFER ACCOUNT	FICA	54.77
			MEDICARE	54.93
		DUNCAN OVERHEAD DOOR OF CHICKASHA	INV #24024	645.52
			INV# 24217	190.00
			TOTAL:	2,375.43
POLICE ADMINISTRATION	GENERAL FUND	MALINDA ROY	TRANSCRIPT	91.00
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	30.20
			DELTA DENTAL/EE & SPOUSE	31.44
			BASE/EMPLOYEE ONLY	153.60
			BASE/EE & SPOUSE	372.00
			BUY-UP/EMPLOYEE ONLY	384.80
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	400.00
		OKLAHOMA MUNICIPAL RETIRE	OMRF	640.02
		TRANSFER ACCOUNT	FICA	545.36
			MEDICARE	127.54
		GRADY MEMORIAL HOSPITAL	BLOOD DRAW	25.00
			TOTAL:	2,800.96
CEMETERY SERVICES	GENERAL FUND	WYNN, JEFFREY	CEMETERY	250.00
			GRAVE OPENING & CLOSING	150.00
			GRAVE OPENING & CLOSING	325.00
			GRAVE OPENING & CLOSING	225.00
			TOTAL:	950.00
HUMAN RESOURCES	GENERAL FUND	CITY OF CHICKASHA	BUY-UP/EE & CHILD(REN)	348.40
		OKLAHOMA MUNICIPAL RETIRE	OMRF	133.19
		TRANSFER ACCOUNT	FICA	70.37
			MEDICARE	16.46
			TOTAL:	568.42
LIBRARY	GENERAL FUND	OVERDRIVE	UNIVERSAL CLASS	1,000.00
		PROQUEST LLC	ANCESTRY AND HERITAGE	3,564.96
		EMILY ELIZABETH HECTOR GODWIN	LINE DANCING CLASSES	600.00
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	45.30
			DELTA DENTAL/EE & SPOUSE	31.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BASE/EE & CHILD(REN)	278.00
			BASE/EMPLOYEE ONLY	153.60
			BUY-UP/EMPLOYEE ONLY	384.80
			BUY-UP/EE & SPOUSE	462.86
		OKLAHOMA MUNICIPAL RETIRE	OMRF	750.68
		CENTERPOINT ENERGY	LIBRARY	4,143.97
		TRANSFER ACCOUNT	FICA	455.64
			MEDICARE	<u>106.56</u>
			TOTAL:	11,977.81
STREET & STORM DRAINAG GENERAL FUND		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	50.94
			DELTA DENTAL/SINGLE	15.10
			DELTA DENTAL/EE & SPOUSE	31.44
			BUY-UP/EMPLOYEE ONLY	192.40
			BUY-UP/EE & FAMILY	640.80
			BUY-UP/EE & SPOUSE	462.86
		OKLAHOMA MUNICIPAL RETIRE	OMRF	501.93
		TRANSFER ACCOUNT	FICA	275.26
			MEDICARE	<u>64.37</u>
			TOTAL:	2,235.10
FLEET MAINTENANCE	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			BUY-UP/EMPLOYEE ONLY	192.40
		OKLAHOMA MUNICIPAL RETIRE	OMRF	187.09
		TRANSFER ACCOUNT	FICA	101.92
			MEDICARE	<u>23.84</u>
			TOTAL:	520.35
ACCOUNTING SERVICES	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/SINGLE	45.30
			BASE/EMPLOYEE ONLY	307.20
			BUY-UP/EMPLOYEE ONLY	192.40
		OKLAHOMA MUNICIPAL RETIRE	OMRF	853.85
		TRANSFER ACCOUNT	FICA	496.24
			MEDICARE	116.06
		CRAWFORD AND ASSOCIATES PC	SERVICES THRU 4/15/2022	<u>1,606.78</u>
			TOTAL:	3,617.83
COMM DEVEL/PLANNING SE GENERAL FUND		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	30.20
			BASE/EMPLOYEE ONLY	307.20
			BUY-UP/EE & CHILD(REN)	348.40
		OKLAHOMA MUNICIPAL RETIRE	OMRF	564.15
		TRANSFER ACCOUNT	FICA	327.73
			MEDICARE	<u>76.64</u>
			TOTAL:	1,654.32
GENERAL GOVERNMENT	GENERAL FUND	USPS	POSTAGE MACHINE REFILL	3,500.00
		CHAFFIN, MICHAEL R.	CHAFFIN, MICHAEL R.	1,800.00
		CHICKASHA CHAMBER OF COMMERCE	BANQUET TABLE	850.00
		GRADY COUNTY ELECTION BOA	POST ELECTION COSTS-2022	2,130.06
		GRADY MEMORIAL HOSPITAL dba FIVE OAKS	DRUG SCREEN	<u>15.00</u>
			TOTAL:	8,295.06
BUILDING SERVICES	GENERAL FUND	CITY OF CHICKASHA	BUY-UP/EE & CHILD(REN)	696.80
		OKLAHOMA MUNICIPAL RETIRE	OMRF	450.53
		TRANSFER ACCOUNT	FICA	246.94
			MEDICARE	57.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TOTAL:				1,452.02
FIRE OPERATIONS	GENERAL FUND	MISC ONE-TIME V GUNNER COOK	LODGING REIMBURSEMENT	274.80
		OKLAHOMA STATE UNIVERSITY	INSTRUCTOR CARDS	29.00
		CHICKASHA TRAVEL PLAZA	FUEL FOR TRUCKS	59.09
		WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	43.79
		YOUR HEALTH & WELLNESS	J JANSON	500.00
			JOHNSON & NORWOOD	1,000.00
			SAGER	500.00
			ACKERMAN, FORET&JEN	1,500.00
			RYANS	500.00
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	8,531.50
		TRANSFER ACCOUNT	MEDICARE	910.71
		BATES TRUCK REPAIR	INV # 22238	644.25
			INV# 22247	388.50
			INV# 22248	579.95
			INV# 22254	400.51
		IAFF LOCAL 2041 (HEALTH INS)	FIR/EECH OPTION A	1,309.20
			FIRE EE/CHILD(REN) DENTAL	62.40
			FIRE EE DENTAL	100.00
			FIRE FAMILY DENTAL	332.00
			FIRE EE/SPOUSE DENTAL	92.80
			FIR/EE OPTION A	2,282.32
			FIR/EE OPTION B	462.40
			FIR/FAM OPTION A	7,977.60
			FIR/EESP OPTION A	1,470.00
			FIR/EE/CH VISION	33.60
			FIR/EE VISION	21.60
			FIR/FAM VISION	176.00
			FIR/EESP VISION	48.00
TOTAL:				30,230.02
PATROL SERVICES	GENERAL FUND	WILSON, ZEBADIAH	REIMBURSEMENT	111.90
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	407.52
			DELTA DENTAL/SINGLE	15.10
			DELTA DENTAL/EE & SPOUSE	31.44
			BASE/EMPLOYEE ONLY	153.60
			BASE/EE & FAMILY	1,023.00
			BUY-UP/EE & CHILD(REN)	1,393.60
			BUY-UP/EE & FAMILY	3,204.00
			BUY-UP/EE & SPOUSE	462.86
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	4,494.93
		SPECIAL-OPS UNIFORMS, INC	UNIFORMS	1,250.83
		TRANSFER ACCOUNT	FICA	2,382.47
			MEDICARE	557.19
		INTEGRIS EMPLOYEE HEALTH	PENSION BOARD PHYSICAL	550.00
		ASSESSMENT, INC	PSYCHOLOGICAL EVALUATION	140.00
		METRO TECHNOLOGY CENTERS	CLASSES	3,325.00
TOTAL:				19,503.44
INVESTIGATIONS	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/FAMILY	101.88
			BUY-UP/EE & CHILD(REN)	348.40
			BUY-UP/EE & FAMILY	640.80
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	943.60
		TRANSFER ACCOUNT	FICA	429.71
			MEDICARE	100.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
			TOTAL:	2,564.88	
ANIMAL CONTROL	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10	
			BUY-UP/EMPLOYEE ONLY	192.40	
			OKLAHOMA MUNICIPAL RETIRE	OMRF	295.57
			TRANSFER ACCOUNT	FICA	166.92
			MEDICARE	<u>39.04</u>	
			TOTAL:	709.03	
MUNICIPAL COURT	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/EE & SPOUSE	31.44	
			BUY-UP/EE & SPOUSE	462.86	
			OKLAHOMA MUNICIPAL RETIRE	OMRF	143.78
			TRANSFER ACCOUNT	FICA	75.09
			MEDICARE	17.56	
		MILLER, LAURA	REIMBURSEMENT	<u>50.90</u>	
		TOTAL:	781.63		
DISPATCH SERVICES	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/FAMILY	101.88	
			DELTA DENTAL/SINGLE	15.10	
			DELTA DENTAL/EE & SPOUSE	31.44	
			BASE/EMPLOYEE ONLY	153.60	
			BUY-UP/EE & FAMILY	1,281.60	
			OKLAHOMA MUNICIPAL RETIRE	OMRF	579.79
			TRANSFER ACCOUNT	FICA	310.00
			MEDICARE	<u>72.51</u>	
			TOTAL:	2,545.92	
PARK MAINTENANCE	GENERAL FUND	MISC ONE-TIME V MATTHEW CULVER	EMPLOYEE REIMBURSEMENT	108.08	
			ANGELA CARPENTER	PARK RENTAL REFUND	225.00
		EXPRESS SERVICES INC	CONTRACT LABOR	1,666.25	
			CONTRACT LABOR	1,079.73	
			CONTRACT LABOR	1,639.20	
		CITY OF CHICKASHA	EXPRESS INVOICES	2,039.49	
			DELTA DENTAL/FAMILY	101.88	
			DELTA DENTAL/SINGLE	30.20	
			BASE/EE & FAMILY	511.50	
			BUY-UP/EE & CHILD(REN)	348.40	
			BUY-UP/EMPLOYEE ONLY	384.80	
		OKLAHOMA MUNICIPAL RETIRE	OMRF	762.68	
			TRANSFER ACCOUNT	FICA	425.66
			MEDICARE	99.55	
		FASTENAL COMPANY	BATHROOM SUPPLIES	<u>1,390.43</u>	
		TOTAL:	10,812.85		
		SPORTS COMPLEX	GENERAL FUND	EXPRESS SERVICES INC	CONTRACT LABOR
CONTRACT LABOR	973.09				
CONTRACT LABOR	860.12				
EXPRESS INVOICES	413.23				
UNITED TURF AND TRACK	FIELD WORK PROJECT			93,780.00	
CITY OF CHICKASHA	DELTA DENTAL/SINGLE			15.10	
	BUY-UP/EMPLOYEE ONLY			192.40	
OKLAHOMA MUNICIPAL RETIRE	OMRF			465.73	
SMALL ENGINE SERVICE	MOWER SUPPLIES			986.28	
TRANSFER ACCOUNT	FICA			266.48	
MEDICARE	62.32				
FASTENAL COMPANY	Fastenal Cleaning Supplie			1,390.43	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EWING IRRIGATION PRODUCTS	IRRIGATION PARTS	<u>250.24</u>
			TOTAL:	100,388.62
DONATIONS	DONATIONS FUND	SECURITY PRO USA	BALLISTIC SHIELDS	6,500.00
		STERLINGTON MEDICAL	AED PURCHASE	<u>14,993.00</u>
			TOTAL:	21,493.00
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	ZOLL MEDICAL CORPORATION	WARRENTY FOR CARDIAC	10,678.50
		MISC ONE-TIME V MEDICARE PART B	REFUND	183.30
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	3,732.16
		TRANSFER ACCOUNT	MEDICARE	439.51
		IAFF LOCAL 2041 (HEALTH INS)	FIRE EE DENTAL	64.00
			FIRE FAMILY DENTAL	99.60
			FIRE EE/SPOUSE DENTAL	116.00
			FIR/EE OPTION A	1,006.40
			FIR/FAM OPTION A	1,994.40
			FIR/EESP OPTION A	2,450.00
			FIR/EE/CH VISION	11.20
			FIR/EE VISION	28.80
			FIR/FAM VISION	35.20
			FIR/EESP VISION	<u>60.00</u>
			TOTAL:	20,899.07
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	MOLLMAN MEDIA	BILLBOARD UPDATE	950.00
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			BUY-UP/EMPLOYEE ONLY	192.40
		OKLAHOMA MUNICIPAL RETIRE	OMRF	263.21
		TRANSFER ACCOUNT	FICA	147.90
			MEDICARE	<u>34.59</u>
			TOTAL:	1,603.20
EMERGENCY 911	E-911 FUND	MOTOROLA SOLUTIONS INC.	RADIO EQUIPMENT	<u>182,430.13</u>
			TOTAL:	182,430.13
NON-DEPARTMENTAL	CHICKASHA MUNICIPA	MISC ONE-TIME V WICHITA TRIBES	REFUND TO TRIBE	<u>335.06</u>
			TOTAL:	335.06
UTILITY BILLING	CHICKASHA MUNICIPA	OKLAHOMA MUNICIPAL RETIRE	OMRF	377.30
		TRANSFER ACCOUNT	FICA	218.42
			MEDICARE	<u>51.08</u>
			TOTAL:	646.80
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			BUY-UP/EMPLOYEE ONLY	192.40
		OKLAHOMA MUNICIPAL RETIRE	OMRF	308.94
		TRANSFER ACCOUNT	FICA	174.30
			MEDICARE	<u>40.76</u>
			TOTAL:	731.50
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			BUY-UP/EMPLOYEE ONLY	192.40
		OKLAHOMA MUNICIPAL RETIRE	OMRF	130.23
		TRANSFER ACCOUNT	FICA	72.03
			MEDICARE	<u>16.84</u>
			TOTAL:	426.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
WATER PLANT	CHICKASHA MUNICIPA	FT COBB RES MAS CONS DIST	MAY 2022 WATER SALE CON	<u>33,840.98</u>
			TOTAL:	33,840.98
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	CITY OF CHICKASHA	DELTA DENTAL/FAMILY	101.88
			DELTA DENTAL/SINGLE	45.30
			DELTA DENTAL/EE & SPOUSE	31.44
			BASE/EMPLOYEE ONLY	153.60
			BASE/EE & FAMILY	1,023.00
			BUY-UP/EMPLOYEE ONLY	192.40
			BUY-UP/EE & SPOUSE	462.86
		OKLAHOMA MUNICIPAL RETIRE	OMRF	1,148.86
		TRANSFER ACCOUNT	FICA	609.53
			MEDICARE	142.55
		FRONTIER EQUIPMENT	PUMP REPAIR	<u>16,250.85</u>
			TOTAL:	20,162.27
LAKE CHICKASHA	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	13.64
			MEDICARE	<u>3.19</u>
			TOTAL:	16.83
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			BUY-UP/EMPLOYEE ONLY	192.40
		OKLAHOMA MUNICIPAL RETIRE	OMRF	129.59
		TRANSFER ACCOUNT	FICA	70.57
			MEDICARE	<u>16.50</u>
			TOTAL:	424.16
AIRPORT	AIRPORT	MISC ONE-TIME V PAUL KNIGHT	REFUND HANGAR RENTAL	125.00
		LEWIS & CLARK PERFORMANCE, LLC	AIRSHOW PERFORMER	4,000.00
		KATHLEEN KYER	AIRSHOW PERFORMER	1,500.00
		CURTIS RICHMOND AIRSHOWS	AIRSHOWER PERFORMER	4,200.00
		AV SERVICES	SOUND SYSTEM AIRSHOW	2,800.00
		STEPHEN COVINGTON dba SRC AIRSHOWS	AIRSHOW PERFORMER	500.00
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			DELTA DENTAL/EE & SPOUSE	31.44
			BUY-UP/EMPLOYEE ONLY	192.40
			BUY-UP/EE & SPOUSE	462.86
		OKLAHOMA MUNICIPAL RETIRE	OMRF	249.44
		TRANSFER ACCOUNT	FICA	138.87
			MEDICARE	32.48
		OKLAHOMA CORPORATION COMM	FUEL TANK FEES	<u>50.00</u>
			TOTAL:	14,297.59
LIBRARY (ODOL)	ARPA TARGETED GRAN	T-MOBILE USA INC	HOT SPOTS AND SERVICE	<u>292.54</u>
			TOTAL:	292.54
POLICE BOND	POLICE BOND FUND	CLEET	LATE FEES	<u>18.76</u>
			TOTAL:	18.76
COMBINED INSURANCE	COMBINED INSURANCE	METLIFE	METLIFE	801.66
		AETNA LIFE INSURANCE COMPANY	AETNA LIFE INSURANCE COMPA	51,537.00
		AMERIFLEX	AMERIFLEX	73.50
		DEARBORN NATIONAL	DEARBORN NATIONAL	1,119.15
		OMAG WORKERS' COMPENSATION	WORKERS COMP PREMIUM	<u>36,151.50</u>
			TOTAL:	89,682.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
COMPENSATED ABSENCES	COMPENSATED ABSENC	TRANSFER ACCOUNT	FICA	829.09
			MEDICARE	193.90
			TOTAL:	1,022.99
NON-DEPARTMENTAL	AP/PAYROLL CASH FU	COLONIAL LIFE & ACCIDENT INSURANCE COM	COLONIAL ACCIDENT	2.50
			COLONIAL GROUP ACCIDENT	513.80
			COLONIAL CANCER	212.29
			COLONIAL CRITICAL ILLNESS	145.95
			COLONIAL DISABILITY	282.48
		CITY OF CHICKASHA	UNION ASSESSMENT FEE	8.16
			GARNISHMENT FEE	20.00
		WASHINGTON NATIONAL INS. CO	GROUP #20057	339.47
		DEPARTMENT OF CHILDREN AND FAMILY SERV	PRESTON WOODS 002392363-01	287.00
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	150.00
			DELTA DENTAL/SINGLE	67.50
			DELTA DENTAL/EE & SPOUSE	30.00
			DEARBORN VOLUNTARY LIFE	477.37
			BASE/EE & CHILD(REN)	69.50
			BASE/EMPLOYEE ONLY	345.60
			BASE/EE & FAMILY	639.50
			BASE/EE & SPOUSE	93.00
			BUY-UP/EE & CHILD(REN)	871.00
			BUY-UP/EMPLOYEE ONLY	769.60
			BUY-UP/EE & FAMILY	1,762.20
			BUY-UP/EE & SPOUSE	582.00
			METLIFE VISION	390.23
		DEPARTMENT OF HUMAN SERVICES		180.00
				151.75
				365.11
				100.00
				123.75
		OKLAHOMA FIREFIGHTERS	FIRE PENSION BUY BACK	174.01
			FIRE PENSION	8,162.13
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	3,592.94
		OKLAHOMA MUNICIPAL RETIRE	OMRF2	415.38
			OMRF	3,476.84
		FIREFIGHTERS SEC LOCAL 20	FIRE INSURANCE FEE	170.00
			FIRE UNION DUES	1,190.00
		FIREMENS SPECIAL FUND	FIRE SPECIAL FUND	178.25
		FRATERNAL ORDER OF POLICE	POLICE UNION	510.00
		TRANSFER ACCOUNT	ENTITY 0037102001	4,830.00
			FEDERAL WITHHOLDING	22,913.12
			STATE INCOME TAX	8,023.00
			FICA	9,367.72
			MEDICARE	3,583.16
		AFLAC	AFLAC/PRETAX #K5881	9.45
		IAFF LOCAL 2041 (HEALTH INS)	FIRE CANCER	181.14
			FIR/EECH OPTION A	327.30
			FIRE EE/CHILD(REN) DENTAL	15.60
			FIRE EE DENTAL	36.00
			FIRE FAMILY DENTAL	107.90
			FIRE EE/SPOUSE DENTAL	52.20
			FIR/EE OPTION A	440.30
			FIR/EE OPTION B	57.80
			FIR/FAM OPTION A	2,493.00
			FIRE GROUP LIFE	73.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FIRE HARTFORD	74.26
			FIR/EESP OPTION A	980.00
			FIR/EE/CH VISION	11.20
			FIR/EE VISION	12.60
			FIR/FAM VISION	52.80
			FIR/EESP VISION	27.00
		CITY OF CHICKASHA FLEX SPENDING ACCOUN	UNREIMBURSED MEDICAL 23-19	1,088.11
		IAFF - FIREPAC	IAFF FIREPAC	<u>164.24</u>
			TOTAL:	81,770.34

===== FUND TOTALS =====

11	GENERAL FUND	208,843.30
20	DONATIONS FUND	21,493.00
23	EMERGENCY MED SERV FUND	20,899.07
25	CHICKASHA INDUST AUTH	1,603.20
27	E-911 FUND	182,430.13
31	CHICKASHA MUNICIPAL AUTH	56,584.20
39	AIRPORT	14,297.59
44	ARPA TARGETED GRANTS	292.54
64	POLICE BOND FUND	18.76
71	COMBINED INSURANCE	89,682.81
72	COMPENSATED ABSENCES FUND	1,022.99
99	AP/PAYROLL CASH FUND	81,770.34

 GRAND TOTAL: 678,937.93

TOTAL PAGES: 8

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 99-AP VENDOR LIST
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 4/20/2022 THRU 5/03/2022
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 4/20/2022 THRU 5/03/2022

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT 5-2-22
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: Finance

Agenda Item No. 4.c.

AGENDA ITEM: Acceptance of Resolution 2022-12R amending the FY 21-22 Budget.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Resolution 2022-12R amending the FY 21-22 Budget.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		

V. ATTACHMENTS:

1. Res. 2022-12R Budget Amendment
2. Exhibits A&B

RESOLUTION NO. 2022-12R

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA,
GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CITY OF
CHICKASHA ADOPTED BUDGET FOR FISCAL YEAR 2021-22**

WHEREAS, pursuant to the Oklahoma Municipal Budget Act, 11 O.S. Section 17-201 through 17-216, all steps in the process of developing the City's Budget for FY 2021-22 were followed, culminating the adoption of the Budget by the Mayor and Council on June 21, 2022; and

WHEREAS, Sections 17-215 and 17-216 of the Oklahoma Municipal Budget Act specifically authorizes amendments to the adopted budget; and

WHEREAS, the Mayor and Council have determined a need to amend the adopted budget; and

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, that:

Section 1. The adopted FY 2021-22 Budget for the General Fund #11 is hereby amended and attached hereto as "Exhibit A"; and
FY 2021-22 Budget for the Combined Insurance Fund #71 is hereby amended and attached hereto as "Exhibit B".

This Resolution shall be in full force and effect from and after the passage and approval by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma.

Adopted this 2nd day of May, 2022.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)

Exhibit A

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u>	INCREASE	<u> </u>	DECREASE	<u> </u>	TRANSFER
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Fund: GENERAL
Fund No.: 11
Amendment No.: 19
Fiscal Year: 2021-2022

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4400-002	OTHER (CIA SPORTS COMPLEX)	93,780.00			
552-5205-007	SPORTS FIELD AREA MAINTENANCE			93,780.00	
TOTALS		93,780.00	-	93,780.00	-

EXPLANATION:

Recognize Sports Complex field leveling and repair Expenditures and Revenue transferred from Chickasha Industrial Authority

Approved by City Manager:

4/29/22 [Signature]
Date Signature

Approved by City Council:

Date Signature

Exhibit B

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u> INCREASE	<u> </u> DECREASE	<u> </u> TRANSFER
-----------------------	------------------------	------------------------

Fund: COMBINED INSURANCE
Fund No.: 71
Amendment No.: 4
Fiscal Year: 2021-2022

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4010-001	HEALTH INS/EMPLOYEE	760,000.00			
4010-002.1	PREMIUM REIMBURSED OK SU	30,000.00			
4400-000	MISCELLANEOUS REVENUE	40,000.00			
571-5307-010	HEALTH INSURANCE			830,000.00	
TOTALS		830,000.00	-	830,000.00	-

EXPLANATION:

To correctly reflect Budgetary allocation for Health Insurance and UMR Fee

Approved by City Manager:

4/29/22 [Signature]
Date Signature

Approved by City Council:

Date Signature



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: Police Department

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration and possible action to authorize the Chickasha Police Department to purchase ammunition from GT Distributors using State Contract #SW220-6267 to not exceed \$11,871.78.

I. BACKGROUND/DESCRIPTION:

- Each year, the Police Department is required by CLEET to hold a mandatory firearms qualification for every type of firearm each officer carries on or off-duty.
- The minimum number of handgun rounds per officer for 50 rounds (25 duty/25 off-duty). The Police Department currently provides ammunition for 23 sworn personnel, which includes one FD Arson Investigator.
- In addition, the Collective Bargaining Agreement with FOP #129 stipulates the City agrees to supply each officer (currently 22) with 50 rounds of ammunition each month for practice.
- Until the appointment of Chief Rowell, the ammunition used for practice, qualification, and duty were typically the lowest cost and attained from a variety of businesses. There are three problems with using low cost, particularly with qualification and duty, are the quality control issues of the manufacturer and the Police Department paid more per box than necessary.

- The third concern is CLEET is in the process of mandating that ammunition used for qualification must be duty ammunition rather than practice ammo. Chief Rowell implemented a set standard of ammunition across the board for practice, qualification, and duty/off-duty ammunition shortly after her arrival, which addresses the issue CLEET is now addressing across the state. The ammunition selected is available for purchase through an Oklahoma state contract which provides for discounted bulk pricing.
- The last bulk ammunition purchase was authorized in August 2019. It took approximately one year to receive all the ordered ammunition. The same length of time is anticipated with this order. All ammunition is drop shipped from the manufacturer.
- This purchase, if approved, will be paid for by part of the donation the Police Department received from the Chickasaw Nation.

II. RECOMMENDED ACTION:

Staff recommends authorizing the purchase of the ammunition using State Contract #SW220-6267 in an amount not to exceed \$11,871.78.

III. FISCAL INFORMATION - This is an unbudgeted item.

IV. FUND INFORMATION:

Dept. Director: Dee Rowell, Chief of Police	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 05-02-2022	(From) 20-520-5310-009.1		\$11,871.78

V. ATTACHMENTS:

1. ChickashaPDQTE0153569bAmmo
2. SW220 Contract - GT Distributors - signed



GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Quote	QTE0153569
Date	4/19/2022
Page:	1

Bill To:

Chickasha, City of (OK)
117 N. 4th Street
Attn: Account Payable
Chickasha OK 73018

Ship To:

Chickasha, City of (OK)
2001 W Iowa Ave
Attn: Chad King
Ref. PO#
Chickasha Ok 73018

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
220419A AMMO	001177	RA	U	NET 15	0/0/0000	2,572,764

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	NOTES*	Notes:	EA	\$0.00	\$0.00
		OkI Contract SW220-6267 Pricing per OkI State Contract SW220-6267			
9.60	HORNADY-83286*	Hornady-TAP .223 Rem 60 Gr-Urban Precision	M	\$948.06	\$9,101.38
		comes in cases of 200 rounds			
2.00	CCI-53614*	Speer Gold Dot-9mm-115 Gr.	M	\$409.40	\$818.80
		comes in cases of 1000 rounds			
8.00	CCI-53651*	CCI Lawman 9mm 124GR TMJ	M	\$243.95	\$1,951.60
		comes in cases of 1000 rounds			

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Thank you for your business. Robert Arbuckle
No Shipping / No Freight Costs
Chief Kathryn Rowell
<kathryn.rowell@chickashapd.org>

Subtotal	\$11,871.78
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$11,871.78



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH GT DISTRIBUTORS, INC.

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and G T Distributors, Inc.] (“Supplier”) and is effective September 27, 2021.

Purpose

The State is awarding this Contract to Supplier for the provision of purchase of Firearms, Ammunition, and Law Enforcement Supplies, as more particularly described in certain Contract Documents. Supplier submitted a proposal. This Contract 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 this Contract. Upon full execution of this Contract, Supplier may begin work. 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. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Specific Terms, Attachment C;
 - 2.4. Bid, Exhibit 1
3. 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.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

GT DISTRIBUTORS, INC.]

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: Aug 25, 2021

By: David Curtis
David Curtis (Aug 25, 2021 11:11 CDT)

Name: David Curtis

Title: BIDS MANAGER

Date: Aug 25, 2021

Tim Tuck
Tim Tuck (Aug 25, 2021 12:04 CDT)

Reviewed & Approved by OMES Legal

Aug 25, 2021

ATTACHMENT A
SOLICITATION NO. 0900000488
SW0220 – Ammunition, Firearms, and Law Enforcement Supplies

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by 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.

PURPOSE

The Contract is awarded as a statewide contract for the purchase of ammunition, firearms, and law enforcement supplies for use by Oklahoma governmental agencies.

1. Contract Term and Renewal Options

The initial Contract term, which begins September 27, 2021 is one year and there are four one-year options to renew the Contract.

2. Certain Contract requirements and terms are attached hereto as Exhibit 1 and incorporated herein.

ATTACHMENT B

STATE OF OKLAHOMA 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 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 Addendum. 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** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 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 and Order of Priority

- 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 the Contract is effective.

- 2.2** 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 Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific 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.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** 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 Addendum.

- 2.4 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 Addendum. 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.

4 **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:

- 4.1 **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.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **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.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **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.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **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.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 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.
- 4.18 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.
- 4.19 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.
- 4.20 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.
- 4.21 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.

5 Pricing

- 5.1** 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.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** 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.

6 Ordering, Inspection, and Acceptance

- 6.1** 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.
- 6.2** 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 260:115-9-5, 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.

- 6.3 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.
- 6.4 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.

7 Invoices and Payment

- 7.1** 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.

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 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.** Supplier shall have no right of setoff.
- G.** 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.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** 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 thirty (30) day notice of cancellation and name 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 \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** 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
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** 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.
- 8.3** 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.

9 Compliance with Applicable Laws

- 9.1** 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 www.dhs.gov/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.
- 9.2** 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 https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 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.

- 9.5** 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.
- 9.6** 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.
- 9.7** 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.
- 9.8** 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.
- 9.9** 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.
- 9.10** 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.

10 Audits and Records Clause

- 10.1** 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. 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.
- 10.2** 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.
- 10.3** 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.

11 Confidentiality

- 11.1** 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.

- 11.2** 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.
- 11.3** 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.
- 11.4** 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.
- 11.5** 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.

11.6 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.

11.7 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) résumé, pricing or marketing materials 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.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors 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.

13 Assignment and Permitted Subcontractors

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. 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 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.

15 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.

16 Indemnification

16.1 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.

16.2 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.

16.3 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, 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.

16.4 Coordination of Defense

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.

16.5 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.

17 Termination for Funding Insufficiency

- 17.1** 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.

- 17.2** 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.
- 17.3** 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.

18 Termination for Cause

- 18.1** 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.
- 18.2** 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.
- 18.3** 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.

- 18.4** 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 260:115-9-9 is an example.

19 Termination for Convenience

- 19.1** 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.
- 19.2** 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.

20 Suspension of Supplier

- 20.1** 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.
- 20.2** 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.
- 20.3** 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.

21 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.

22 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.

23 Force Majeure

23.1 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.

23.2 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.

23.3 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.

24 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.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document 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. 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 physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 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 without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 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.

26.4 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.

26.5 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.

26.6 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.

26.7 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.

26.8 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.

26.9 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.

26.10 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.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 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.

26.13 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.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. 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 representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative 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.

26.16 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.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract

management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:

- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.



OKLAHOMA

CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000077307
GT DISTRIBUTORS INC
PO BOX 16080
AUSTIN TX 78761-6080
USA

Contract ID 0000000000000000000006267			Page 1 of 2	
Contract Dates 09/27/2021 to 09/26/2022		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0220-Ammo,Firearm,LE Supply			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

DRAFT**Contract Lines:**

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	46101500 / Firearms BRANDS: GLOCK (\$5.00 DISCOUNT) BENELLI (\$7% DISCOUNT) COLT (3% DISCOUNT) FNH (15% DISCOUNT) MOSSBERG (24% DISCOUNT) SAVAGE (12% DISCOUNT) SPRINGFIELD (27% DISCOUNT) STRUM RUGER (20% DISCOUNT) DANIEL DEFENSE (12% DISCOUNT) DEFENSE TECH (1% DISCOUNT) LWRCI (15% DISCOUNT) SIONICS (18% DISCOUNT) WINDHAM WEAPONRY (28% DISCOUNT)	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000			
		EA		0001		
2	46101600 / Ammunition BRANDS: FEDERAL SPEER REMINGTON HORNADY DEFENSE TECH FORCE ON FORCE *SEE POSTED PRICING*	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000			
		EA		0001		
3	46151500 / Law Enforcement Supplies BRANDS: SAFARILAND DEFENSE TECH MONADNOCK BIANCHI ASP AVON BLACKHAWK HATCH STREAMLIGHT SUREFIRE MAGPUL VORTEX AIMPOINT TRIJICON GLOCK * GT DISTRIBUTORS CATALOG 10% DISCOUNT * EXCLUDES GIFT CARDS, FIREARMS, AMMUNITION, AND OPTICS.*	EA	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000077307
GT DISTRIBUTORS INC
PO BOX 16080
AUSTIN TX 78761-6080
USA

Contract ID 0000000000000000000000006267			Page 2 of 2	
Contract Dates 09/27/2021 to 09/26/2022		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0220-Ammo,Firearm,LE Supply			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Base Pricing

1.00000

EA

0001

COMMENTS:

VENDOR CONTACT:
DAVID CURTIS
800-443-6283
512-451-8298
TXBIDS@GTDIST.COM

Authorized Signature

SW220 Contract - GT Distributors

Final Audit Report

2021-08-25

Created:	2021-08-25
By:	Lisa Bradley (lisa.bradley@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqSr3jbh5vbtC_-Ue8aBCLFOCUDSlgFuy

"SW220 Contract - GT Distributors" History

-  Document created by Lisa Bradley (lisa.bradley@omes.ok.gov)
2021-08-25 - 3:51:44 PM GMT- IP address: 165.225.216.114
-  Document emailed to David Curtis (txbids@gtdist.com) for signature
2021-08-25 - 3:53:18 PM GMT
-  Email viewed by David Curtis (txbids@gtdist.com)
2021-08-25 - 3:54:00 PM GMT- IP address: 12.161.83.98
-  Document e-signed by David Curtis (txbids@gtdist.com)
Signature Date: 2021-08-25 - 4:11:39 PM GMT - Time Source: server- IP address: 12.161.83.98
-  Document emailed to Tim Tuck (tim.tuck@omes.ok.gov) for signature
2021-08-25 - 4:11:41 PM GMT
-  Email viewed by Tim Tuck (tim.tuck@omes.ok.gov)
2021-08-25 - 5:04:10 PM GMT- IP address: 181.214.151.229
-  Document e-signed by Tim Tuck (tim.tuck@omes.ok.gov)
Signature Date: 2021-08-25 - 5:04:25 PM GMT - Time Source: server- IP address: 204.62.22.65
-  Document emailed to Dan Sivard (dan.sivard@omes.ok.gov) for signature
2021-08-25 - 5:04:27 PM GMT
-  Email viewed by Dan Sivard (dan.sivard@omes.ok.gov)
2021-08-25 - 5:56:00 PM GMT- IP address: 47.77.42.242
-  Document e-signed by Dan Sivard (dan.sivard@omes.ok.gov)
Signature Date: 2021-08-25 - 8:06:26 PM GMT - Time Source: server- IP address: 204.62.22.65
-  Agreement completed.
2021-08-25 - 8:06:26 PM GMT



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: City Clerk

Agenda Item No. 6.b.

AGENDA ITEM: Public Hearing - FY-2022 CDBG Grant; Proposed Water Distribution System Improvements Project.

I. BACKGROUND/DESCRIPTION:

The Public Hearing will provide citizens with information on:

- Type of projects for which funding is available
- Identify needs and priorities
- The amount of funds available
- How much of the funding will be for low and moderate income
- A timetable for implementation of proposed program when funded
- Opportunity for comment on proposed activities
- Discussion of proposed budget

II. RECOMMENDED ACTION:

Call a Public Hearing for the FY 2022 CDBG Grant: Proposed Water Distribution System Improvements Project.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		

V. ATTACHMENTS:

1. Notice of Public Hearing - posted 4-21-2022

NOTICE OF PUBLIC HEARING

TOPIC: FY-22 CDBG Grant; Proposed Water Distribution System Improvements

The **City of Chickasha** will hold a public hearing on the proposed FY-22 Community Development Block Grant.

The hearing is scheduled on May 2, 2022, at 6:30 p.m. at the Chickasha Council Chambers located on the Second Floor of the City Hall at 117 N. 4th Street Chickasha, OK 73018. The project will serve a target area of the City. The water distribution system improvements will be approximately located at South 1st St. and South 2nd St. between Missouri and Alabama Avenues.

The public meeting will provide citizens with information on:

- ◆ Type of projects for which funding is available.
- ◆ Identify needs and priorities.
- ◆ The amount of funds available.
- ◆ How much of the funding will be for low and moderate income.
- ◆ A timetable for implementation of proposed program when funded.
- ◆ Opportunity for comment on proposed activities.
- ◆ Discussion of proposed budget.

It is anticipated that the City will make an application to the State of Oklahoma Department of Commerce for CDBG Grant funds to carry out the proposed activities.

All interested citizens are invited to attend this hearing. The application will be available from the **City Clerk** for review at the time of submission.

Posted at (3 public locations and their addresses):

Chickasha Police Department, 117 N. 4th, Chickasha, OK 73018

Chickasha Public Library, 527 W. Iowa Ave., Chickasha, OK 73018

Chickasha Police Department, 2001 W. Iowa Ave., Chickasha, OK 73018

Posted by: _____

Susan McDaniel, Clerk (signature)

Date Posted: 4/21/2022





City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: City Clerk

Agenda Item No. 6.c.

AGENDA ITEM: Discussion, consideration, and possible action to adopt Resolution 2022-08R to participate in the CDBG 2022 Small Cities Program.

I. BACKGROUND/DESCRIPTION:

This is the resolution to adopt participation in the CDBG small cities program.

On 12/6/21 the City of Chickasha issued a letter of intent to participate in the funding for the current allocation of CDBG funding.

On 12/20/21 the City of Chickasha was awarded \$195,714. It requires a 100% match of \$195,714 which will be budgeted for FY 23.

An engineering study was performed by Chisholm Trail Consulting outlining the need for improvements to the City's Water Distribution System.

II. RECOMMENDED ACTION:

Adopt Resolution 2022-08R for the CDBG program and authorize the Mayor and City Clerk to execute the documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To) 31-4300-XXX - Grants CDBG		\$195,714
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		

V. ATTACHMENTS:

1. Res. 2022-08R Attach A Resolution

2. 12.6.21 Small Cities CDBG Letter of Intent
3. Chickasha 2022 Recalculated Allocation 12.20.21
4. CMA 2022 CDBG Engr Rpt 22.04.25

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2022 SMALL CITIES PROGRAM**

RESOLUTION 2022-08R

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the "Small Cities Community Development Block Grant" program; and

WHEREAS, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

WHEREAS, the City of Chickasha (City) is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

NOW THEREFORE, BE IT RESOLVED by the City Council that the City desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

NOW THEREFORE, BE IT RESOLVED by the City Council that the City affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the City of Chickasha is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

ADOPTED this 2nd day of May, 2022, at a regularly scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

Chris Mosley, Mayor

Date: 5/2/2022

Signature of Chief Elected Official

(S E A L)

Attest:

Subscribed and sworn to before me this 2nd day of May, 2022 My commission
expires _____, 20____. Commission No. _____

Susan M. McDaniel, Clerk



December 6, 2021

Ms. Karen Adair, Senior Planner
Community & Economic Development
Oklahoma Department of Commerce
900 North Stiles Avenue
Oklahoma City, OK 73104-3234

Re: Small Cities CDBG Application / Letter of Intent

Dear Ms. Adair,

This letter is to serve as formal notification that the City of Chickasha wants to participate in the FY-2022 Small Cities set-aside.

We appreciate the opportunity to be involved in this program. Thanks.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Mosley", is written over the printed name.

Chris Mosley, Mayor



900 N. Stiles Avenue
Oklahoma City, OK 73104, USA
405-815-6552 | Toll Free 800-879-6552
OKCOMMERCE.GOV

December 20, 2021

Chris Mosley, Mayor
City of Chickasha
117 N. 4th St.
Chickasha, OK 73018-2407

Dear Mayor Mosley:

The Oklahoma Department of Commerce/Community Development has recalculated the Small Cities Program allocation based on the participants determined by the submission of a Letter of Intent received on or before December 9, 2021.

Listed below are the participants in the 2022 Small Cities Program with the final allocation:

1. Ada	\$ 195,715
2. Altus	\$ 195,715
3. Ardmore	\$ 195,714
4. Bethany	\$ 195,714
5. Chickasha	\$ 195,714
6. Ponca City	\$ 195,714
7. Tahlequah	\$ 195,714
	\$1,370,000

Applications should be submitted online at <https://grants.ok.gov> by **5:00 p.m., June 15, 2022**. Should you have any questions, please do not hesitate to contact Karen Adair of my staff at 405-764-5164.

Sincerely,

Marshall Vogts, Director
Community Development

CC: Millie Vance



2022 WATER DISTRIBUTION SYSTEM IMPROVEMENTS ENGINEERING REPORT

Prepared for: ***City of Chickasha/Chickasha Municipal Authority***

Prepared by:



CHISHOLM TRAIL CONSULTING, LLC

CA7771
2124 Scott Lane
Duncan, Oklahoma 73533
580-467-8130
e-mail: rscottv11@gmail.com



Randall Scott Vaughn, P.E., 15194
(digitally signed)

April 25, 2022
Date

1. PURPOSE OF PROJECT

The City of Chickasha/Chickasha Municipal Authority (City) desires to make improvements to its Water Distribution System.

This system is operated in three pressure zones: the Low Pressure Zone, the High Pressure Zone and the Airport Pressure Zone. The Low Pressure Zone generally covers that part of town lying between Grand Boulevard on the south, the Stillwater Central Railroad and 12th Street on the west, Vermont Avenue on the north and Grand Avenue on the east. This zone represents mostly areas developed prior to circa 1964.

The High Pressure Zone generally covers those areas of the city outside the Low Pressure Zone, except the Airport, and the downtown business district. In general, the High Pressure Zone consists of those areas developed after about 1964. The Airport Pressure Zone consists of the area serving the Airport only.

City Staff have reported that many of the water mains in the Low Pressure Zone have few isolation valves. Isolation valves are needed to be able to shut off or reduce flow in segments of the water distribution system, especially during emergency situations such as repairing water main leaks. Sometimes, repairing water main leaks requires replacing segments of pipe. ODEQ regulations require spacing of valves every 500 feet on new water mains in areas such as that contained in the Low Pressure Zone (high-service or urbanized areas).

Further, Staff reports that some fire hydrants do not have isolation valves. Provision of isolation valves at fire hydrants is essential. In cases where a fire hydrant does not have an isolation valve, any maintenance of the fire hydrant requires shutting down extensive lengths of water mains. With an isolation valve located at each fire hydrant, maintenance can take place without this serious interruption to water supply.

Also, in the Low Pressure Zone looping of lines is infrequent. That is, water main segments often approach six city blocks (approximately 3,000 feet) in length before connecting with an intersecting water main. More frequent connections to intersecting water mains provides for improved flow of water in the system, which aids in improving water quality and fire flow protection. This is also important when service disruptions to individual line segments are necessary. Looped water mains allow water to flow to areas outside of the disrupted area. ODEQ regulations require that dead-ends be minimized on new water systems.

The primary goals of this project are to install and/or replace isolation valves and fire hydrants and to extend water mains to improve looping by eliminating dead-end lines in the project area. Isolation valves will be placed at every street intersection (approximately 500 foot spacing) and at every existing connection of two or more water main segments. Valves will be placed on each leg of a connection. Fire hydrants will be replaced at locations where the existing hydrant is apparently more than 50 years old and/or has experienced maintenance problems.

One water main extension will be completed along Virginia Avenue from Sheppard Street to Henderson Street, then along Henderson Street from Virginia Avenue to about halfway between Virginia Avenue and Tennessee Avenue. This water main extension is needed to eliminate a dead-end line serving the area of an existing apartment complex. The other proposed water main extension

is planned to be able to take advantage of a water main extension provided by a recent privately funded development at the intersection of Missouri and 4th Street. Connecting to this water main will expand the looping of the system in this area.

2. PROJECT PLANNING AREA

2.1. LOCATION

The proposed project area is generally bound by Second Street on the west, Alabama Avenue on the south, Sheppard Street on the east and Missouri Avenue on the north. Each street intersection in this area will be evaluated and plans developed for installation of isolation valves. Every fire hydrant in the planning area will be evaluated and considered for replacement.

Two water main extensions are planned. One will be along Missouri Avenue and the other along Virginia Avenue and Henderson Street.

Two maps are attached showing the limits of the proposed project. One map shows the project limits against a plat map and the other shows the project limits against a utility index map.

2.2. ENVIRONMENTAL CONSIDERATIONS

All work in the project area will take place in previously developed areas. That is, all work will take place in existing street rights-of-way and/or easements containing previously built streets.

The extreme northwest portion of the project lies within a National Flood Hazard Area. See attached NFHL depiction map, produced from Google Earth. Development of construction documents for this project will be coordinated with the local Floodplain Administrator. However, no adverse impact to the floodplain is anticipated, as no new above-ground facilities are anticipated. Further, all utilities by their very nature will be floodproofed (i.e., underground water-tight water mains and appurtenances).

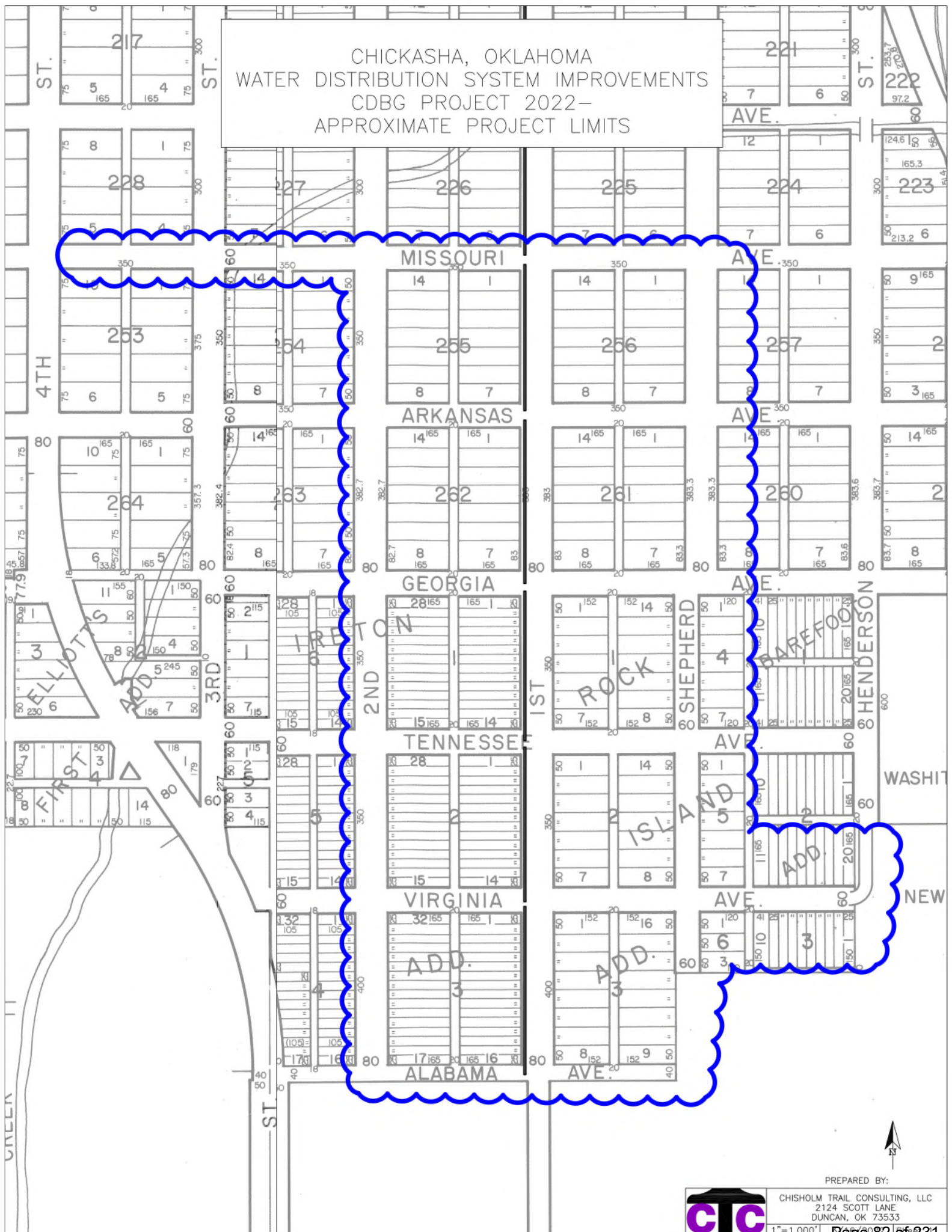
Some street repairs will need to be made. Local construction traffic control complying with the Manual on Uniform Traffic Control Devices (MUTCD) will be implemented during completion of the project. No long-term noise or air quality impacts are anticipated with this project.

2.3. All work will be completed in accordance with ODEQ regulations and City of Chickasha water main standards.

3. PROJECT COST ESTIMATE

A preliminary cost estimate is also attached.

CHICKASHA, OKLAHOMA
 WATER DISTRIBUTION SYSTEM IMPROVEMENTS
 CDBG PROJECT 2022-
 APPROXIMATE PROJECT LIMITS



CHISHOLM TRAIL CONSULTING, LLC
 2124 SCOTT LANE
 DUNCAN, OK 73533

[illegible]

City of Chickasha/Chickasha Municipal Authority

Proposed Water Distribution System Improvements NFHL 2022 CDBG Project

Legend

○ APPROX PROJ LIMITS

REFERENCE LAYERS

- NFHL Data Available
- FRM Panel Boundary
- LOMR Boundary

SPECIAL FLOOD HAZARD AREAS

- 1% Annual Chance Flood Hazard Zone A, AE, AH, AG, AN, AR, X, VE
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard
- Floods Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee Zone X
- Areas outside the 0.2% Annual Chance Floodplain Zone X
- Areas of Undetermined Flood Hazard Zone D

CROSS SECTIONS & BFES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Coastal Transect Baseline
- Profile Baseline
- Base Flood Elevation

SUPPORTING INFORMATION

- Limit of Study
- Jurisdictional Boundary

APPROXIMATE PROJECT LIMITS

APPROXIMATE LOCATION WATER MAIN EXTENSION

APPROXIMATE LOCATION WATER MAIN EXTENSION

CHICKASHA 2022 CDBG
WATER DISTRIBUTION SYSTEM IMPROVEMENTS
ENGINEER'S ESTIMATE

PRELIMINARY

WATER MAIN CONSTRUCTION					
ITEM NO.	PAY ITEM DESCRIPTION	UNITS	EST QTY	ESTIMATED UNIT PRICE	TOTAL ESTIMATED COST
1.1	8" PVC WATER MAIN, INSTALLED	LF	970	\$ 95.00	\$ 92,150.00
1.2	8" MJ GATE VALVE W/ BOX, INSTALLED	EA	6	\$ 3,000.00	\$ 18,000.00
1.3	6" MJ GATE VALVE W/ BOX, INSTALLED	EA	34	\$ 2,500.00	\$ 85,000.00
1.4	6" X 6" MJ TEE, INSTALLED	EA	10	\$ 750.00	\$ 7,500.00
1.5	FIRE HYDRANT ASSY INSTALLED	EA	10	\$ 7,500.00	\$ 75,000.00
1.6	DISINFECTION	LSUM	1	\$ 3,500.00	\$ 3,500.00
1.7	HYDROSTATIC PRESSURE TESTING	LSUM	1	\$ 3,500.00	\$ 3,500.00
1.8	PAVEMENT RESTORATION	SY	136	\$ 275.00	\$ 37,400.00
1.9	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$ 8,721.00	\$ 8,721.00
CONSTRUCTION SUBTOTAL					\$ 330,771.00

GRANT ADMINISTRATION \$ 15,657.00

ENGINEERING \$ 45,000.00

TOTAL PROJECT COST \$ 391,428.00



ENGINEER

3/22/2022
DATE





City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: City Clerk

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration, and possible action to adopt the Citizen's Participation Plan for FY 2022 CDBG Proposed Water Distribution System Improvements Project.

I. BACKGROUND/DESCRIPTION:

- The Citizen's Participating Plan is part of the process for the CDBG funding.
- The plan lays out the steps the City of Chickasha will need to take to ensure the citizens are provided an opportunity to participate in the CDBG process.
- The plan ensures that citizens will be given reasonable and timely access to local meetings, information, and records relating to proposed and actual use of funds.

II. RECOMMENDED ACTION:

Adopt the Citizen Participation Plan and authorize the Mayor and City Clerk to execute the documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		

V. ATTACHMENTS:

1. 3. Attach B Citizen Participation Plan SC

***Community Development Block Grant (CDBG)
2022 Small Cities Program
Citizen Participation Plan***

CITY OF CHICKASHA CITIZEN PARTICIPATION PLAN

The City of Chickasha (City) intends to implement a Citizen Participation Program for its 2022 application process to accomplish the following objectives:

- A. Provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in areas where Community Development Block Grant (CDBG) funds are proposed to be used. This will be accomplished by:
 - 1. Providing frequent and timely public notice of CDBG program activities in the local newspaper or by posting at City Office.
 - 2. Adopting a comprehensive CDBG Statement of Needs.
 - 3. Conducting a Special Public Hearing to inform citizens of the proposed 2022 CDBG project and authorizing the Mayor to sign a CDBG application in a formal Council meeting.
- B. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to proposed and actual use of funds, including, but not be limited to:
 - 1. The amount of CDBG funds to be made available for the current fiscal year, if the proposed project is approved.
 - 2. The range of activities that may be undertaken with those funds.
 - 3. The estimated amount of those funds proposed to be used for activities that will benefit low- and moderate-income persons.
 - 4. The proposed CDBG activities likely to result in displacement and any anti-displacement and relocation plans developed by the City of Chickasha in accordance with Section 104(d)(1) and (2) of the Act.
 - 5. The basis on which the city may provide technical assistance to groups representative of persons of low and moderate income that may request assistance in developing proposals. The level and type of assistance to be provided is at the discretion of the city and does not necessarily include providing funding to such groups.
 - 6. This requirement will be accomplished by discussing the CDBG proposal during regular Council meetings and in one formal public hearing prior to the submittal of the City of Chickasha 2022 CDBG application. During the hearing the five (5) items listed above will be explained to the public. Records of the 2022 CDBG process will be maintained in the City Office of the City of Chickasha by the Clerk and will be available upon request

**Community Development Block Grant (CDBG)
2022 Small Cities Program
Citizen Participation Plan**

for review by the public. A brief summary of the proposed 2022 CDBG project will be available for public review after the Council has made its final selection.

- C. Provide for a minimum of two (2) public hearings; one (1) prior to submission of the application for funding of the project for the purpose of obtaining citizen views and formulating or responding to proposals and questions, and the other end of the grant period if the city receives funding, that discusses the City of Chickasha accomplishments in relation to initial plans. The application stage hearing will include discussion of CDBG needs, and the development of activities being proposed for CDBG funding. There will be reasonable notice of all hearings, which will be scheduled for times and locations convenient to the potential and actual beneficiaries and which will accommodate the handicapped. Regularly scheduled Council meetings will not be used for this purpose.
 - 1. This requirement will be met through scheduling a Special Public Hearing to discuss the City of Chickasha 2022 CDBG proposal. At this hearing, the proposed project will be reviewed for the public and further citizen input will be solicited. Notice is required to be given seven (7) working days in advance of this hearing in the City of Chickasha and by posting at the City Office. The hearing will be held in the early evening so those citizens who work may attend. A second hearing will be held at the end of the grant period if the city is funded in the 2022 CDBG process.
- D. Meet the needs of non-English speaking residents in those instances where a significant number of non-English speaking residents can reasonably be expected to participate in the 2022 CDBG process. For example: the City of Chickasha does not currently have a significant population of non-English speaking citizens. However, every effort will be made to accommodate the needs of any non-English speaking citizens who wish to participate.
- E. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities not previously described in the City of Chickasha funding request and on activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location or beneficiaries.

The required seven (7) working days notice for all public meetings and hearings in connection with the City of Chickasha 2022 CDBG application process is believed by the city to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

- F. Provide the place, telephone number, and times when citizens are able to submit written complaints or grievances and the process the city will use to provide a timely, written response to such complaints or grievances. For example: Citizens with comments or grievances on the 2022 CDBG process may submit them in writing or in person at the City Office during regular business hours or may call (405) 222-6020. The city will respond to such comments or grievances within fifteen (15) working days, where practicable.

***Community Development Block Grant (CDBG)
2022 Small Cities Program
Citizen Participation Plan***

By formally adopting this Citizen Participation Plan, the City of Chickasha City Council accepts the responsibility for implementing its provisions. The Council further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the 2022 CDBG program.

Adopted this 2nd day of May, 2022 by the City Council of the City of Chickasha.

Chris Mosley, Mayor

ATTEST:

Susan McDaniel, Clerk



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: City Clerk

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration, and possible action to adopt Resolution 2022-09R to leverage funds for the CDBG 2022 Proposed Water Distribution System Improvements Project.

I. BACKGROUND/DESCRIPTION:

- This is the resolution on leveraged funds for the CDBG program.
- The City must commit to leverage the funds as part of the grant application process.
- The fund leverage resolution is required by the Oklahoma Department of Commerce (ODOC) to qualify for the grant.
- The CDBG is a one-to-one grant and ODOC will match the City's funding on the project.

II. RECOMMENDED ACTION:

Adopt Resolution 2022-09R on leveraged funds for the CDBG program and authorize the Mayor and City Clerk to execute the documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To) 31-4300-XXX Grants Income		\$195,714
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		\$195,714

V. ATTACHMENTS:

1. Res. 2022-09R Resolution on Leveraged Funds

RESOLUTION ON LEVERAGED FUNDS

Whereas, the **City of Chickasha** is applying for CDBG funds from the Oklahoma Department of Commerce (ODOC); and

Whereas, the **City of Chickasha** hereby commits leveraged funds in the FY-2022 grant application to ODOC for the Proposed Water Distribution System Improvements Project.

Now therefore, the **City of Chickasha** does designate the following source of leveraged funds:

<u>SOURCE</u>	<u>AMOUNT</u>
Cash – City of Chickasha	\$ 195,714
TOTAL	\$195,714

This resolution adopted on this 2nd day of May, 2022, by the City Council of the City of Chickasha.

Chris Mosley, Mayor
Typed Name and Title

Signature of Mayor

Attest: Susan M. McDaniel, City Clerk

(Seal)



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: City Clerk

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration, and possible action to adopt the Residential Antidisplacement and Relocation Assistance Plan.

I. BACKGROUND/DESCRIPTION:

- This plan states that the City doesn't plan for any relocation or displacement of the citizens in the area of the project.
- The plan states the City will provide relocation assistance should there be displacement of the citizens due to the project.
- The plan is a requirement of the CDBG grant process and award.

II. RECOMMENDED ACTION:

Adop the Residential Antidisplacement and Relocation Assistance Plan and authorize the Mayor and City Clerk to execute the documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		

V. ATTACHMENTS:

1. 5 Anti Displacement Plan

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The City of Chickasha will undertake community development activities (2022 Water Distribution System Improvements Project) funded through the Oklahoma Department of Commerce CDBG Grant program. No demolition or conversion of low/moderate-income dwelling units is anticipated by the City of Chickasha in conjunction with the activities assisted with these funds. Under Section 104 (d) of the housing and Community Development Act of 1974, as Amended, if such demolition or conversion unexpected occurs, before obligating or expending funds that will directly result in such demolition or conversion, the City of Chickasha will make public and submit to the Oklahoma Department of Commerce the following information in writing:

A description of the proposed assisted activity;

1. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
2. A time schedule for commencement and completion of the demolition or conversion;
3. The location on a map and number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
4. The source of funding and a time schedule for the provision of replacement dwelling units; and
5. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
6. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of units is consistent with the housing needs of low/moderate-income household in the jurisdiction.

If displacement of low/moderate-income households occurs in conjunction with the activities funded with CDBG funds, the City of Chickasha will provide relocation assistance, as described in 570.496(b)(2) to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as direct result of assisted activities.

City of Chickasha

By: _____
Chris Mosley, Mayor

Date: 5/2/2022

ATTEST

Susan McDaniel, Clerk

(Seal)



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: City Clerk

Agenda Item No. 6.g.

AGENDA ITEM: Discussion, consideration, and possible action to adopt Resolution 2022-10R Section 3 Resolution and Plan for FY-2022 CDBG Water Distribution System Improvements Project.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Adopt Resolution 2022-10R Section 3 Resolution and Plan for FY-2022 CDBG Water Distribution System Improvements Project.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		

V. ATTACHMENTS:

1. Res. 2022-10R Section-3 Grantee-Resolution & Plan

RESOLUTION # 2022-10R

SECTION 3 PLAN RESOLUTION

City of Chickasha

WHEREAS, the City of Chickasha will apply for CDBG grant funds from the Oklahoma Department of Commerce, Community Development Block Grant as the FY-CDBG 22 Water Distribution System Improvements Project. The City of Chickasha is required if funded by the Oklahoma Department of Commerce and Section 3 of the Housing and Urban Development Act of 1968 to adopt a Section 3 Plan; and

WHEREAS, the Section 3 Plan is intended to ensure, to the greatest extent feasible, that training and employment opportunities generated by the U.S. Department of Housing and Urban Development projects be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns.

WHEREAS, it is the intention of the City of Chickasha to implement its Community Development Block Grant project activities in accordance with all program regulations including the said Section 3 requirements.

NOW, THEREFORE, BE IT RESOLVED that the City of Chickasha adopts the Community Development Block Grant Section 3 Plan, which is attached hereto as “Attachment A” and made a part hereof.

ADOPTED this the 2nd day of May, 2022.

City of Chickasha, Grady County, OK

ATTEST:

Susan McDaniel, Clerk

BY: _____
Chris Mosley, Mayor

“Attachment A”

SUB-RECIPIENT SECTION 3 PLAN

The **City of Chickasha** agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within project site.

- A. To implement Section 3 requirements by determining the exact boundaries of the applicable project area.
- B. To attempt to recruit from within the **City of Chickasha/Grady County** lower income residents by posting a notification of project advertisement, signs placed at the proposed site for the project, and informing related community agencies operating within or serving the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals
- E. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official as Equal Opportunity Officer (EOO) to coordinate the implementation of this Section 3 plan
- H. To require Contractors to list all current workforce for this project by job title
- I. To require Contractors to list all projected workforce needs for this project by job classification and time frame for potential hire.

The **City of Chickasha** fully agrees to the above and is committed to the full implementation of this program.

Chris Mosley, Mayor
Chief Elected Official

5/2/2022
Date

Signature



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: City Clerk

Agenda Item No. 6.h.

AGENDA ITEM: Discussion, consideration, and possible action to enter into an Agreement with Parkhill to prepare FY-2022 CDBG grant application and administer project if funded.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve entering into an Agreement with Parkhill to prepare FY-2022 CDBG grant application and administer project if funded in an amount not to exceed \$15,657.00 and authorize the Mayor to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		

V. ATTACHMENTS:

1. 8 CDBG Grant Admin Contract

March 22, 2022

Dear Honorable Mayor Mosley,

Parkhill is offering to prepare your FY-2022 CDBG Grant application for submission to the Oklahoma Department of Commerce and administer the grant. Based upon a grant of \$195,714 the Client shall pay 8% of grant funds received or **\$15,657** for the Services performed as stated in the Proposal unless fees are otherwise stated. If Parkhill cannot get this grant for your community, there will be no charges for services and the Agreement becomes null & void.

Attached is **ATTACHMENT A "Scope of Services"** is provided to identify the detailed administrative services to be provided. Basically, administrative services will be provided from CDBG Grant Application preparation through project closeout.

As a courtesy to you and to expedite this process of procuring the above-mentioned services, we are including copies of our signed Agreement for Services. This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to Parkhill. We appreciate the opportunity to provide this proposal and look forward to working with you.

If you have any questions, please call. If acceptable, please sign and return one copy.

Sincerely,



Proposal prepared by:
Millie Vance, Grants & Projects Administrator

Cc: Bill Swain, PE, PLS
Oklahoma Team Leader

Agreement for Professional Services

Date <u>5/2/2022</u>	Office Location:
PSC Job No <u>TBD</u>	Address <u>3700 West Robinson</u>
Project Manager <u>Bill Swain, PE, PLS</u>	<u>Suite 200</u>
	<u>Norman, OK 73072</u>
	Phone <u>405-701-5058</u> Fax _____

City of Chickasha, hereinafter CLIENT, does hereby authorize **Parkhill, Smith & Cooper, Inc. (PSC)** hereinafter CONSULTANT, a corporation organized and existing under the laws of the **State of Oklahoma**, to perform the services set forth below, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE NEXT PAGE, **Standard Conditions**.

A. Client Information

Name City of Chickasha
 Address 117 N 4th St
 City Chickasha State OK Zip 73018
 Representative Chris Mosley, Mayor Phone (405) 222-6020
 Owner of Property Involved City of Chickasha

B. Project Description

Project Name CDBG Water Distribution System Improvements Client PO No. _____
Project, CDBG Admin
 Location Chickasha, OK 73018
 Estimated Completion Date 9/30/2024
 Description of CONSULTANT'S Service or Scope of Work: CDBG Grant Administrative Services; See ATTACHMENT A – SCOPE OF SERVICES

Client will provide access to work site(s).

C. Compensation

1. CONSULTANT'S total fee is **\$15,657.00**. Actual fee shall not change without the express written consent of CLIENT.
2. Basis of CONSULTANT'S fee (check one)
 - ☒ Lump Sum with Progress Payments (schedule attached)
 - ☐ Time and Materials in accordance with the Schedule of Charges dated _____
 - ☐ Other (description) _____

D. CLIENT has read and understood the terms and conditions set forth in the **Standard Conditions** and agrees that such items are hereby incorporated into and made a part of this agreement.

E. Having read, understood and agreed to the foregoing, CLIENT and CONSULTANT, by and through their authorized representatives, have subscribed their names hereon effective the 2nd day of May, 2022.

Parkhill, Smith & Cooper, Inc.

Name William R Swain
Bill Swain, PE, PLS
 Title Oklahoma Team Leader
 Date 5/2/2022

City of Chickasha

Name _____
Chris Mosley
 Title Mayor
 Date 5/2/2022

Agreement to be executed in duplicate

CLIENT: City of Chickasha

DATE: 5/2/2022

STANDARD CONDITIONS: CLIENT and CONSULTANT (Parkhill, Smith & Cooper, Inc.) agree that the following Provisions shall be part of their Agreement.

ARTICLE 1. SERVICES

- 1.1 **INVOICING**
Invoices shall be submitted by the CONSULTANT as follows:

Environmental & Release of Funds Completed	Not to Exceed 25% of contract
Project advertised for bids & Awarded	Not to Exceed 20% of contract
Project Under Construction	Not to Exceed 35% of contract (Pro Rata)
Project Completion	20% of contract

Invoices are due upon presentation and shall be considered past due if not paid within thirty (30) days of the due date. Past due invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date.

If the CLIENT fails to make payment to the CONSULTANT in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the CONSULTANT.

- 1.2 **GRANT ADMINISTRATION SERVICES**
Refer to Attachment A.

- 1.3 **SERVICES BY CLIENT:** CLIENT will provide access to work site, obtain applicable permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the Scope of Work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement.

- 1.4 **OWNERSHIP OF DOCUMENTS**
All reports, drawings, specifications, computer files, field data, notes, data on any form of electronic media, and other documents prepared by the CONSULTANT as Instruments of Service shall remain the property of the CONSULTANT. The CONSULTANT shall retain a common law, statutory and other reserved rights, including copyrights.

The CONSULTANT grants to the CLIENT a nonexclusive license to reproduce the CONSULTANT's Instruments of Service solely for the purpose of constructing, using and maintaining the Project. The CLIENT shall not use the Instruments of Service for other projects without prior written agreement of the CONSULTANT.

The CLIENT shall not make any modification to the Instruments of Service without the prior written authorization of the CONSULTANT. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Instruments of Service by the CLIENT or any person or entity that acquires or obtains the Instruments of Service from or through the CLIENT without the written authorization of the CONSULTANT.

- 1.5 **DELIVERY OF ELECTRONIC FILES**
In accepting and utilizing any form of electronic media generated and furnished by the CONSULTANT, the CLIENT agrees that all such electronic files are Instruments of Service of the CONSULTANT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by the CONSULTANT and electronic files, the original signed and sealed hard-copy Contract Documents shall govern.

Electronic files created by the CONSULTANT through the application of software licensed for the sole and exclusive use by the CONSULTANT will be furnished to the CLIENT in read-only format. The CLIENT is responsible to obtain and maintain software licenses as appropriate for the use of electronic files provided by the CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

ARTICLE 2. GENERAL PROVISIONS

- 2.1 **APPLICABLE LAW**
This agreement shall be interpreted and enforced according to the laws of the State of Oklahoma, unless agreed otherwise.

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

2.4 AMENDMENTS

This agreement may be amended only by a written instrument, signed by both CLIENT and CONSULTANT, which expressly refers to this agreement.

2.5 DELAYS

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

The CONSULTANT agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this project and for a period of 3 years after the completion of services.

2.7 MERGER: WAIVER: SURVIVAL

Except as set forth in AMENDMENT above, this agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

2.8 TERMINATION

In the event of termination of this Agreement by either party, the CLIENT shall within 15 calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving the CONSULTANT not less than seven calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project of the CONSULTANT'S services by the CLIENT for more than 90 calendar days, consecutive or in aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

2.9 CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or

nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

ARTICLE 3. ALLOCATION OF RISK

3.1 STANDARD OF CARE

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The CONSULTANT makes no warranty, express or implied, as to its professional services rendered under this Agreement.

3.2 DISPUTE RESOLUTION

CONSULTANT and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, the CONSULTANT and CLIENT agree that any dispute between them arising out of, or relating to, this Agreement shall be submitted to nonbinding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise.

3.3 ALLOCATION OF RISK

In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and CONSULTANT's officers, directors, partners, employees, shareholders, and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT and CONSULTANT's officers, directors, partners, employees, shareholders, and subconsultants shall not exceed \$50,000, or the CONSULTANT's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

*** END ***

PARKHILL, SMITH & COOPER, INC. (CONSULTANT)

By William R Swain
Bill Swain, PE, PLS
Oklahoma Team Leader

Date: 5/2/2022

City of Chickasha

Accepted By: _____
Chris Mosley
Title: Mayor

Date: 5/2/2022

ATTACHMENT A SCOPE OF SERVICES

PROJECT FUNDING APPLICATION AND **CDBG GRANT** ADMINISTRATION

Parkhill, Smith & Cooper, Inc. (PSC) will provide CDBG grant administration services for the Client. Services provided will include the following:

1. With the assistance of the Client, conduct Public Hearings and complete CDBG Grant Application. This includes, but is not limited to such things as preparing public notices and CDBG Grant Application documents, coordination with project engineer, etc. The Client is responsible for making sure notices are posted or published and preparing the official record of all hearings.
2. Prepare Environmental Review Record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices and acquiring adequate documentation for the level of finding. The Environmental Review may include exempt activities, categorically excluded not subject to activities, categorically excluded subject to activities, or full assessment activities and will document compliance with NEPA laws and HUD requirements.
 - a. **NOTE:** If during the course of the environmental review the Fish and Wildlife agency should require a biological field survey or the Archaeological Survey agency requires an archeological field survey, or the US Corp require specialized environmental information such as a wetlands study, then those costs will be the responsibility of the Client and are not included in the Administrative Fee shown below. If an EIS, (Environmental Impact Statement) is required, the cost would be the responsibility of the Client.
3. Assist in the preparation of all Release of Funds documents as is required by the Oklahoma Department of Commerce/Division of Community Affairs and Development. Coordinate with the Client the Request for Payments to ensure consistency with the drawdown procedures established by ODOC/DCAD for the CDBG program. **PSC** is responsible for preparation of all drawdowns and monthly financial reports, however the Client is responsible for record keeping including financial ledgers of project expenditures.
4. Ensure that the community has an acceptable financial management system as it pertains to finances of the CDBG program. An acceptable system includes but is not limited to; cash receipts and disbursements journal, and general ledger, and should conform to generally accepted accounting principles. The Client is responsible for keeping the books on the project.
5. Establish project files in the principle offices of the Client. Files will demonstrate compliance with applicable State and Federal regulations. The community is responsible for keeping of the files. The Administrator will monitor and advise the Client.
6. Assist the Client in complying with regulations governing land acquisition, rights of ways, and donation of real property.
7. Assist with and monitor the bid documents and the bidding process to assure consistency with state and federal regulations.

8. Secure the Secretary of Labor's wage decision from the State and ensure inclusion in bid specifications.
9. Assist with preparation of construction contracts while complying with federal regulations and monitor contractor compliance with all applicable regulations.
10. Check weekly payrolls to ensure compliance with applicable wage rates.
11. See that on-site interviews are conducted and compare the results with the appropriate payrolls and wage rates.
12. Assist in the preparation of close-out documents to include Project Completion Report, Final Wage Compliance Report, Section 3 Summary, and Certificates of Completion.



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: Police Department

Agenda Item No. 6.i.

AGENDA ITEM: Discussion, consideration, and possible action to accept the Junior Social Worker (JSW) grant/donation in the amount of \$250.00.

I. BACKGROUND/DESCRIPTION:

- The Police Department made an application to the Junior Social Workers (JSW) of Chickasha for their 2021 Application for Funding. The grant/donation request total was \$740.04. The JSW Board approved the request for \$250.00.
- Award documents (delivery of the physical check) have been received from JSW. Application was made for the purpose of supplying needed supplies for the Animal Welfare Division overseen by the Police Department.
- The \$250.00 was deposited at City Hall on 04.27.2022 and is sufficient to purchase 2/3 of the originally requested items.
- This is not a reimbursement grant. An accounting is due upon the purchase of the intended items.

II. RECOMMENDED ACTION:

Staff recommends acceptance of the JSW grant/donation in the amount of \$250.00.

III. FISCAL INFORMATION - This is an unbudgeted item.

IV. FUND INFORMATION:

Dept. Director: Dee Rowell/Chief of Police	Fund	Account	Amount
	(To) 20-520-4310-006 Animal Control		\$250.00
	FUND	ACCOUNT	AMOUNT
Meeting Date: 05-02-2022	(From)		

V. ATTACHMENTS:

1. Redacted Check
2. JSW Application

JUNIOR SOCIAL WORKERS, INC.
OUR COUNTRY COOKIN'

CHICKASHA, OK

2-21-22

86-46/1031

Date

CHECK AMOUNT

Pay to the
Order of

Chickasha Police

\$ 250.00

Two hundred fifty and 00/100

Dollars



Photo
Safe
Deposit
Box on line



National Bank & Trust Co.
Chickasha, Oklahoma 73018
Minco, Rush Springs, Alex, Tuttle
Newcastle, Blanchard, Cyril, SWOKC

For

SD21 proceeds

John Perryman



CHICKASHA POLICE DEPARTMENT

Professionalism | Respect | Integrity | Dedication | Excellence

11.03.2021

TO: Nicole Wheeler, Proceeds Chair
Junior Social Workers of Chickasha
P.O. Box 355, Chickasha, OK. 73023

FROM: Assistant Chief Music

RE: Application for Funding

Mrs. Wheeler,

In 2019, JSW allowed me to begin making **Application for Funding** in typewritten form as I always want to present a professional appearance and not take a chance on something handwritten. Please view the following.

If I have failed to include any information or if JSW needs any clarification regarding this request, I will be glad to provide whatever information is required.

Respectfully,

A handwritten signature in blue ink, which appears to read "G.G. Music, Jr." followed by the number "301".

G.G. Music, Jr., #301
Assistant Chief of Police
Chickasha Police Department
405.222.6070
goebel.music@chickashapd.org

JSW-Application For Funding-2021

1. Name and brief history of organization

The Chickasha Police Department is believed to have been established in 1902. After searching through records and the Chickasha Historical Society, no specific records can be located detailing the exact date.

City Ordinance #15-15 was approved by Council in February 1980. This section of ordinance established the Animal Control Division for the City of Chickasha. The ordinance provided for the Chief of Police to appoint the Animal Control personnel charging them with the care and maintenance of the animals.

In 2002, Council approved the site and construction of the current Chickasha Animal Shelter located at 203 N. Genevieve Street. Previously, the Animal Shelter was located at the old City Barn, which is the current location of the Chickasha Sports Complex.

Over the years the administrative umbrella of the Police Department has grown to include the oversight of the Animal Welfare, Code Enforcement, E911 Communications, Criminal Investigation Division (CID) and Special Services. Last year, Code Enforcement was transferred to a different division in City government.

The Police Department is currently staffed with a total of 23 full-time Commissioned Officers (one is in the academy), 1 Reserve-Commissioned Officer, 1 full-time Animal Welfare Officer, 1 part-time Animal Welfare Kennel Technician, 3 Civilian staff (Record's Clerk, Court Clerk and Administrative Assistant) and 5, E911 Communication Specialists (4 full-time and 1 part-time). Full-time Animal Welfare staff is required to complete the State's Animal Control Academy and complete annual Continuing Education requirements.

2. Address, phone number and name of contact person or organization

2001 W. Iowa Avenue, 405.222.6070, Assistant Chief G.G. Music, Jr.

3. Project Description (include anticipated beginning / completion dates of project)

The project description is described as providing equipment and supplies needed for the safe capture, transfer and rehoming of animals entrusted to the care of the Chickasha Animal Shelter. The Chickasha Animal Shelter (Animal Welfare Division) is currently staffed by one full-time Animal Control Officer with a part-time Animal Control Officer / Kennel Technician. Daily operations of the Animal Shelter are overseen by ACO Supervisor, Layce Graham. The division is overseen by Lt. Traye Alexander.

Over the past 12 months, with the fiscal quarter ending 09.30.2021, the Chickasha Animal Shelter processed 1,703 animals. Of those intakes, 118 were returned to their owner, 41 were adopted and 665 animals were otherwise rehomed. Through the dedicated efforts of our staff, the Chickasha Animal Shelter maintains a live release rate of more than a 96% live release rate.

Thanks to 2020 JSW funding, every animal coming into the shelter is housed for 10 days in a new, stainless steel quarantine unit. Getting the animals to the shelter and safely transferring them is a major concern – including the safety of our staff and volunteers. We need to purchase: (1) updated bite gloves to protect our employees, volunteers, and cats (many of which are Feral), (2) slip leashes that allow us to capture & release animals quickly and humanely and (3) cat dens allowing cats to be transferred safely with little to no stress or anxiety placed on the animal. Photos of the items with description are provided below:

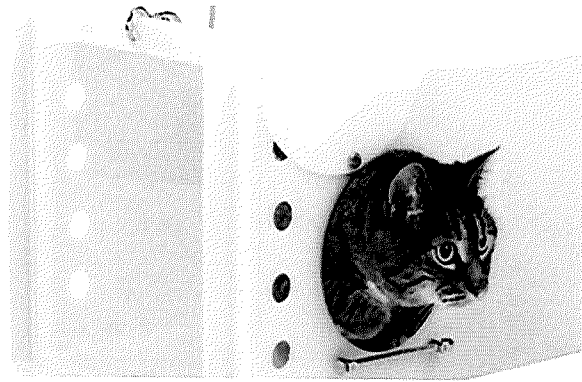


BGD- Bite Guard Deluxe Gloves
18" Top Grain Leather with Kevlar Lining



Freeman 7' Cable Leads

Neighborhood Cats Dens are used as a cat handler for transporting or to provide a quiet place to hide within larger holding cages. These dens provide the option of letting a cat enter the side port door by themselves for treats or to hide them quickly shutting the port door to trap the cat inside for transport without having to handle the cat directly. These dens measure 17L x 12W x 12H" and are constructed of an easy to clean high density polyethylene.



The anticipated beginning date of the project would be with the receipt of funds to purchase the items. Projected delivery dates would be about 30 days after order. Other grant applications have been unsuccessful. All items mentioned above are through Tomahawk Live Trap, a leading supplier to Animal Shelters and Veterinarians.

The Chickasha Animal Shelter needs to replace the current bite gloves and add the slip leashes and feral cat dens to it equipment list as follows:

<u>Item</u>	<u>Number</u>	<u>Cost</u>
BGD-Deluxe 18" gloves with Kevlar	2 pair @ \$89.98 ea.	\$179.90
Freeman 7' Cable Leads	5 @ \$9.25 ea.	\$46.25
Neighborhood Cats Dens	5 @ 89.95 ea.	\$449.75
<u>Shipping</u>		<u>64.14</u>
TOTAL:		\$740.04

4. Please list the names and title of current officers and or Board Members

The current administrative members of the Chickasha Police Department are:

Kathryn D. Rowell, Chief of Police

G.G. Music, Jr., Assistant Chief of Police

The current City Manager for the City of Chickasha is Mr. Tyler Brooks

The current Finance Director for the City of Chickasha is Cindy Rogers, CPA, CGMA

5. Please list the normal dates and place of the meeting of the Board of Directors

The Chickasha Police Department does not function under a Board of Directors. Under a City Manager / Mayoral form of government, department heads answer directly to the City Manager. The City Manager answers directly to the City Council. The Chief of Police answers

directly to the City Manager. The Assistant Chief of Police answers directly to the Chief, but in her absence answers directly to the City Manager.

The Chickasha City Council meets openly twice a month and more frequently when required. All department heads are required to meet with the City Manager twice a month, more frequently when and if required. When dealing with special projects such as this, face to face meetings take place more often for clarification within finance and other divisions of City Administration. Grant funds awarded are placed on the Council agenda for approval. Usage and accountings are administered through the Police Department and confirmed through the City's finance department. An accounting of all funds and purchases is provided to the donor after all purchases are delivered in satisfactory condition.

6. Does your organization sponsor other local fund drives? If so, please list the types, number of yearly drives, and the populations solicited.

This question is not applicable to the Chickasha Animal Shelter or the Police Department. Both the Shelter and the Police Department are active within the community providing goodwill and education to as many as we can reach. Some donations are received at local adoption events, but it is generally not enough to purchase a bag of food or litter. A local non-profit assists the shelter with some monies to offset our veterinarian expenses and a hand-full of dedicated volunteers assist in animal transports for rehoming as well as fostering activities.

7. Does your organization maintain a set of accounts: if so, would you make these available to Junior Social Workers' accountants?

Yes. Any specialized or "ear-marked" funds are deposited to specific line items within the department's budget. The entire City's budget is provided on-line for complete transparency. Specific reports can be generated on a line-item and presented to your accountants. With any funds awarded to the department, an accounting of all funds is maintained internally as well as within the finance department of City Hall. All grantors are provided with an official accounting.

8. Financial Needs:

- a. Total funds required for this project. Total dollar amount **\$740.04**
- b. Total outside funds **None**
- c. Names and amounts of outside funding **None**
- d. Total amount requested from Junior Social Workers **\$740.04**

Thank you for the opportunity to submit this application. These items will be used to ensure the health & safety of all our four-footed friends so they can be rehomed, as well as the safety of our staff and volunteers.

Assuming we are successful in the request, the Police Department would like to provide proper credit to Junior Social Workers of Chickasha by doing the following:

1. Photographs of the equipment with members of JSW & the Animal Welfare staff will be publicized on all our Social Media sites, Channel 3 and a story submitted to the Express Star.
2. The same information will be provided to George Plummer at KOOL 105.
3. Lastly, as in the past I'd like to discuss the possibility of a JSW "sponsored" adoption day at the shelter. This will not only benefit our animal population in being rehomed but would also showcase JSW's funding of the new stainless steel quarantine units you helped make a reality.

Respectfully,



G.G. Music, Jr., #301
Assistant Chief of Police
Chickasha Police Department



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: Library

Agenda Item No. 6.j.

AGENDA ITEM: Discussion, consideration and possible action to authorize the application for a matching one to one grant from the Oklahoma Humanities in the amount of \$1,000.

I. BACKGROUND/DESCRIPTION:

Let's Talk About It is a book club program designed to stimulate vibrant, engaging conversations. The theme "Civil Rights and Equality: A Pulitzer Prize Centennial Series" has been chosen for the Chickasha Public Library. Scholars recommended by the Oklahoma Humanities will lead discussions on these books. The programs will be scheduled for this fall. All programs are open to all.

II. RECOMMENDED ACTION:

Authorize the application for the \$1,000 matching grant from the Oklahoma Humanities and authorize the Mayor and staff to execute the appropriate documents. This grant requires a 100% match and will be budgeted for the next fiscal year.

III. FISCAL INFORMATION - This is a matching grant of \$1,000. The grant funds will pay for an honorarium for the speakers, their travel, and some publicity. The Friends of the Chickasha Public Library have agreed to provide \$500 for the match. That will be in the form of refreshments and publicity; the other \$500 will come from the City budget in the form of staff time. This grant will be budgeted for FY 23.

IV. FUND INFORMATION:

Dept. Director: Lillie Huckaby Library Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		

V. ATTACHMENTS:

1. LTAI City grant app
2. LTAI program



OKLAHOMA
HUMANITIES

OH STATEMENT OF UNDERSTANDING

The applicant, represented by the undersigned project officers, understands and agrees to the following:

- (1) Any funds granted as a result of this application will be used in accordance with the plans and budget described in this request; any significant changes in activities, personnel, or budget will require prior approval by Oklahoma Humanities (OH).
- (2) The applicant will abide by the policies of OH and the National Endowment for the Humanities.

The Statement of Understanding identifies the key personnel responsible for carrying out the project and must contain actual or scanned signatures.

The Project Director is responsible for administering and carrying out the project and is responsible to both the Primary Sponsor and to OH. A project may have only one Project Director. The Fiscal Agent is responsible for receiving, disbursing, and accounting for all grant funds used in a project. They are also responsible for recording and accounting for all cost-share for the sponsor. The Fiscal Agent answers to the Primary Sponsor and may not also serve as the Project Director. The Authorizing Official is normally an officer of the Primary Sponsor. This person is empowered to commit the sponsor to the terms of the Agreement when and if a grant award is made by OH.

PROJECT DIRECTOR

Signature: _____

Organization: Chickasha Public Library

Name: Lillie Huckaby Title: Library Director

Mailing Address: 527 W. Iowa Ave.

City, State, Zip: Chickasha, Oklahoma 73018

Work Phone: 405-222-6075 Fax: 405-222-6072

E-Mail: Lillie.huckaby@chicksha.org

FISCAL AGENT

Signature: _____

Organization: Chickasha Public LibraryName: Beth CrantonTitle: Library Administrative AssistantMailing Address: 527 W. Iowa Ave.City, State, Zip: Chickasha, Ok 73018Work Phone: 405-222-6075Fax: 405-222-6072

By signing and submitting this application, the Authorizing Official of the application institution or organization is providing the applicable certifications regarding debarment and suspension and compliance with the nondiscrimination statutes, as set forth below.

AUTHORIZING OFFICIAL

Signature: _____

Organization: City of Chickasha

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: Chickasha, Ok 73018

Work Phone: _____

Fax: _____

E-Mail: _____

CERTIFICATIONS

Grantees must comply with federal requirements as outlined in "General Terms and Conditions for General Support Grants to State Humanities Councils," (www.neh.gov/grants/manage/general-terms-and-conditions-general-support-grants-state-humanities-councils), all appendices, and related documents as mentioned therein as applicable to sub-recipients, sometimes referred to as



<https://www.okhumanities.org/programs/lets-talk-about-it>

Oklahoma Humanities

Let's Talk About It

Since 1985, Oklahoma Humanities has strengthened communities by connecting Oklahomans through its dynamic book club program, *Let's Talk About It*. Literature is a catalyst for meaningful conversations, encouraging readers to reflect on their experiences, share thoughts and ideas, consider diverse perspectives, and gain new insight.

Literary experts skillfully open each book discussion with a fresh analysis of the text, cultivating intrigue and curiosity. By revealing information about the author's life, giving historical context, and shedding light on recurring themes throughout the book, they impart a deeper understanding of the readings and lay the groundwork for an illuminating exchange of ideas within the group.

Meet people who share a love of reading! Come to one session or join us for an entire series. Programs are free and open to all.

Nonprofit organizations are invited to host this invaluable, community-enriching program. Consider bringing a *Let's Talk About It* series to your town!

About the Program

Nonprofit organizations are invited to host a *Let's Talk About It* series to stimulate vibrant, engaging conversations. Each series includes 4-5 pre-selected books that examine a single theme from multiple perspectives. Food traditions and culture, coming of age stories, Oklahoma history, ethnic diversity, and finding hope during desperate times, are just a few of the timeless themes that resonate with readers when explored through *Let's Talk About It*.

Each program begins with a literary expert giving a 30–40-minute talk, offering a deeper understanding of the text, the author, and the themes related to the book, allowing readers to gain new insight regarding the book before the discussion unfolds.

The expert's talk inspires the robust dialog that follows, where readers contemplate the thoughts and actions of the characters, consider the intentions of the author, and offer their own unique observations about the literature.

Apply

Oklahoma Humanities encourages organizations to join with community partners, not just to strengthen their *Let's Talk About It* programs, but to invigorate local relationships and nurture community connections.

Organizations that choose to host a *Let's Talk About It* series will receive a planning guide, a directory of participating literary experts, a grant of up to \$1,000 to cover speaker honoraria and mileage, educational essays that provide background and context for the selected theme, and multiple copies of the books to be borrowed by program participants. Each host site is responsible for organizing and promoting their series, accounting for grant expenditures, monitoring circulation of books for the series, and reporting on program outcomes.

"We award \$1000 for the program and your library just has to show a one-for-one cost share match, which is easily achievable when you include staff's time based on their salary, the market rate of any facilities you use to host the programs, postage to return the books, the cost of any supplies the library spends on refreshments (such as cups and plates), and the market rate/cost of any publicity the library creates to promote this program. You can also reach the demonstrated cost share by including third party in-kind donations, i.e., items that organizations outside the library donate to make the program successful. Many libraries include their Friends organizations in the third-party in-kind donations, if their Friends groups have donated volunteer time to host or set up the programs, any publicity they create, etc." Sarah Olzawski, Program Officer, Oklahoma Humanities.



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: Finance

Agenda Item No. 6.k.

AGENDA ITEM: Discussion, consideration and possible action to waive the bid process and purchase a Dell Server and related licenses under State Contract #SW1020D for an amount not to exceed \$21,205.89 using ARPA funds.

I. BACKGROUND/DESCRIPTION:

The current servers are aging out and are not adequate to support the new ARGIS mapping software and Accounting software.

II. RECOMMENDED ACTION:

Staff recommends approving the purchase of a new Dell server and related licenses with ARPA funds.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Finance Director	Fund	Account	Amount
	(To)44-501-6450-001 Projects	ARPA	\$21,205.89
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 5, 2022	(From)		

V. ATTACHMENTS:

1. 4.26.22 Dell PowerEdge R750 Server Quote
2. 4.26.22 Dell Quote - Windows Server License



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000118448863.1	Sales Rep	Jp Walsh
Total	\$18,769.89	Phone	(800) 456-3355, 80000
Customer #	19866811	Email	Jp_Walsh@Dell.com
Quoted On	Apr. 26, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	May. 26, 2022		CITY OF CHICKASHA
Contract Name	Dell NASPO Computer		117 N 4TH ST
	Equipment PA - State of OK		CHICKASHA, OK 73018-2686
Contract Code	C000000181161		
Customer Agreement #	MNWNC-108 / SW1020D		
Solution ID	15725049.6		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Jp Walsh

Shipping Group

Shipping To	Shipping Method
TYLER BROOKS CITY OF CHICKASHA 117 N 4TH ST CHICKASHA, OK 73018-2686 (405) 892-3364	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R750 - [amer_r750_14794]	\$18,423.60	1	\$18,423.60
Dell HBA355e Adapter Low Profile/Full height, Customer install	\$346.29	1	\$346.29

Subtotal:	\$18,769.89
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$18,769.89
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$18,769.89

Shipping Group Details

Shipping To

TYLER BROOKS
CITY OF CHICKASHA
117 N 4TH ST
CHICKASHA, OK 73018-2686
(405) 892-3364

Shipping Method

Standard Delivery

		Quantity	Subtotal	
PowerEdge R750 - [amer_r750_14794]		\$18,423.60	1	
Estimated delivery if purchased today:			\$18,423.60	
Jul. 07, 2022				
Contract # C000000181161				
Customer Agreement # MNWNC-108 / SW1020D				
Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R750 Server	210-AYCG	-	1	-
2.5 Chassis	379-BDTF	-	1	-
SAS/SATA/NVMe Capable Backplane	379-BDSW	-	1	-
No Rear Storage	379-BDTE	-	1	-
GPU Enablement	379-BDSQ	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
2.5" Chassis with up to 16 HDDs (SAS/SATA),8x2.5" HDDs (NVMe)	321-BGZG	-	1	-
Intel Xeon Silver 4316 2.3G, 20C/40T, 10.4GT/s, 30M Cache, Turbo, HT (150W) DDR4-2666	338-CBWL	-	1	-
Intel Xeon Silver 4316 2.3G, 20C/40T, 10.4GT/s, 30M Cache, Turbo, HT (150W) DDR4-2666	338-CBWL	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Heatsink for 2 CPU with GPU configuration	412-AAVC	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
Unconfigured RAID	780-BCDS	-	1	-
PERC H745 Controller, Front	405-AAUZ	-	1	-
Front PERC Mechanical Parts, rear load	750-ACFQ	-	1	-
Power Saving Dell Active Power Controller	750-AABF	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Standard Fan x6	750-ADGK	-	1	-
Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode	450-AJHG	-	1	-
Riser Config 2, Half Length, 4x16, 2x8 slots, SW GPU Capable	330-BBRX	-	1	-
R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BFGT	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC9 Datacenter 15G	528-CRVW	-	1	-
Broadcom 57412 Dual Port 10GbE SFP+, OCP NIC 3.0	540-BCNT	-	1	-
PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
Dell EMC Luggage Tag	350-BCED	-	1	-
BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	403-BCMB	-	1	-

BOSS Cables and Bracket for R750 (Riser 1)	470-AERR	-	1	-
No Quick Sync	350-BBYX	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
No Operating System	611-BBBF	-	1	-
No Media Required	605-BBFN	-	1	-
ReadyRails Sliding Rails	770-BBBQ	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R750 Shipping	340-CULS	-	1	-
PowerEdge R750 Shipping Material	481-BBFG	-	1	-
PowerEdge R750 CE Marking, No CCC Marking	389-DYHE	-	1	-
Dell/EMC label (BIS) for 2.5" Chassis	389-DYHF	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	852-7274	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	852-7284	-	1	-
ProSupport 7x24 Technical Support and Assistance 3 Years	852-7304	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
ProDeploy Dell Server R Series 1U/2U - Deployment	804-6748	-	1	-
ProDeploy Dell Server R Series 1U/2U - Deployment Verification	804-6749	-	1	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	8	-
1.6TB SSD SAS ISE Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD,	400-AZOY	-	8	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Low Profile	540-BBDF	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Full Height	540-BBUI	-	1	-
NVIDIA Ampere A2, PCIe, 60W, 16GB Passive, Single Wide, Full Height GPU	490-BHME	-	1	-

			Quantity	Subtotal
Dell HBA355e Adapter Low Profile/Full height,Customer install	\$346.29	1		\$346.29

Estimated delivery if purchased today:

Jun. 09, 2022

Contract # C000000181161

Customer Agreement # MNWNC-108 / SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
Dell HBA355e Adapter Low Profile/Full Height, Customer install	405-AAZY	-	1	-

Subtotal:	\$18,769.89
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$18,769.89

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000118465447.1	Sales Rep	Jp Walsh
Total	\$2,436.00	Phone	(800) 456-3355, 80000
Customer #	19866811	Email	Jp_Walsh@Dell.com
Quoted On	Apr. 26, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	May. 31, 2022		CITY OF CHICKASHA
Contract Name	Dell NASPO Computer		117 N 4TH ST
Contract Code	Equipment PA - State of OK		CHICKASHA, OK 73018-2686
Customer Agreement #	C000000181161		
Solution ID	MNWNC-108 / SW1020D		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Jp Walsh

Shipping Group

Shipping To	Shipping Method
TYLER BROOKS CITY OF CHICKASHA 117 N 4TH ST CHICKASHA, OK 73018-2686 (405) 892-3364	Standard Delivery

Product	Unit Price	Quantity	Subtotal
CSP - Windows Server 2022 Standard - 2 Core License Pack - Perpetual	\$121.80	20	\$2,436.00

Subtotal:	\$2,436.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$2,436.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$2,436.00
---------------	-------------------

Shipping Group Details

Shipping To

TYLER BROOKS
CITY OF CHICKASHA
117 N 4TH ST
CHICKASHA, OK 73018-2686
(405) 892-3364

Shipping Method

Standard Delivery

		Quantity	Subtotal
CSP - Windows Server 2022 Standard - 2 Core License Pack - Perpetual	\$121.80	20	\$2,436.00

Estimated delivery if purchased today:

May. 18, 2022

Contract # C000000181161

Customer Agreement # MNWNC-108 / SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
CSP - Windows Server 2022 Standard - 2 Core License Pack - Perpetual	AB831742	-	20	-

Subtotal:	\$2,436.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$2,436.00

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Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

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Electronically linked terms and descriptions are available in hard copy upon request.



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: Finance

Agenda Item No. 6.I.

AGENDA ITEM: Discussion, consideration and possible action to waive the bid process and purchase Dell monitors for the Police Department under State Contract #SW1020D using ARPA funds in an amount not to exceed \$16,882.32.

I. BACKGROUND/DESCRIPTION:

The monitors at the Police Department were not included in the initial purchase of computers. It has since been determined that the majority of the monitors are not equipped to be compatible with the new computers and docking stations.

II. RECOMMENDED ACTION:

The staff recommends purchasing the monitors for the Police Department.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Finance Director	Fund	Account	Amount
	(To)44-501-6450-001		\$16,882.32
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		

V. ATTACHMENTS:

1. 4.26.22 Dell Quote - Police Monitors



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000118456459.1	Sales Rep	Jp Walsh
Total	\$16,882.32	Phone	(800) 456-3355, 80000
Customer #	19866811	Email	Jp_Walsh@Dell.com
Quoted On	Apr. 26, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	May. 26, 2022		CITY OF CHICKASHA
Contract Name	Dell NASPO Computer		117 N 4TH ST
Contract Code	Equipment PA - State of OK		CHICKASHA, OK 73018-2686
Customer Agreement #	C000000181161		
Solution ID	MNWN-108 / SW1020D		
Deal ID	.		
	23912357		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Jp Walsh

Shipping Group

Shipping To	Shipping Method
CINDY ROGERS CITY OF CHICKASHA 117 N 4TH ST CHICKASHA, OK 73018-2686 (405) 222-6013	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$216.44	78	\$16,882.32

Subtotal:	\$16,882.32
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$16,882.32
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$16,882.32

Shipping Group Details

Shipping To

CINDY ROGERS
CITY OF CHICKASHA
117 N 4TH ST
CHICKASHA, OK 73018-2686
(405) 222-6013

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$216.44	78	\$16,882.32

Estimated delivery if purchased today:

Jun. 01, 2022

Contract # C000000181161

Customer Agreement # MNWNC-108 / SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	78	-
Dell Limited Hardware Warranty	814-5380	-	78	-
Advanced Exchange Service, 3 Years	814-5381	-	78	-

Subtotal:	\$16,882.32
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00

Total:	\$16,882.32
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC): Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: Public Works

Agenda Item No. 6.m.

AGENDA ITEM: Discussion, consideration, and possible action to approve Resolution 2022-11R establishing a crosswalk to be located at 200 West Michigan Avenue.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Resolution 2022-11R establishing a crosswalk to be located at 200 West Michigan Avenue.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: David Buchanan, Public Works Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		

V. ATTACHMENTS:

1. Res. 2022-11R Crosswalk - VoTech
2. Attachment A

**CITY OF CHICKASHA
RESOLUTION NO. 2022 – 11R**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA,
GRADY COUNTY, STATE OF OKLAHOMA, APPROVING THE ESTABLISHMENT
OF A CROSSWALK AT 200 WEST MICHIGAN AVENUE.**

WHEREAS, the strategic placement and enhancement of marked crosswalks will better address locations with high volumes of pedestrians, enhance safety, and facilitate the maintenance of preferred walking routes;

WHEREAS, pursuant to Section 50-58 of the City of Chickasha Municipal Code, the City Council may designate crosswalks at an intersection where it seems there is particular danger to pedestrians crossing the roadway;

WHEREAS, the City Council herein determines that the intersection at 200 West Michigan Avenue is particularly dangerous to pedestrians crossing the roadway and that the public interest is best served by the establishment of a crosswalk.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Chickasha, hereby approves the establishment of a crosswalk at 200 West Michigan Avenue as shown on the map attached to this Resolution as Exhibit A.

This resolution shall be effective immediately.

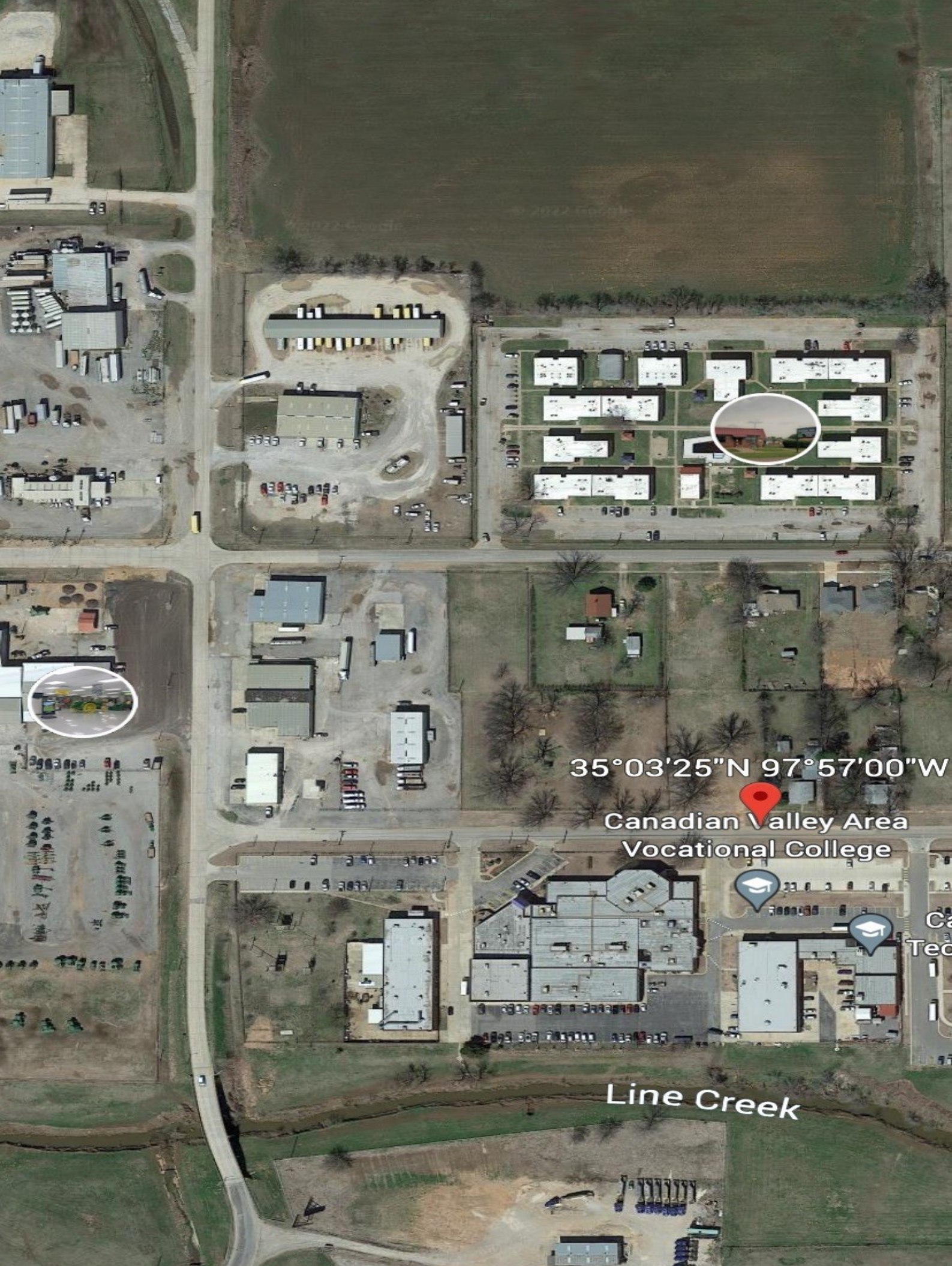
ADOPTED AND APPROVED this 2nd day of May 2022.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, CMC – City Clerk

(SEAL)



35°03'25"N 97°57'00"W

Canadian Valley Area
Vocational College

Line Creek



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: Police Department

Agenda Item No. 6.n.

AGENDA ITEM: Discussion, consideration and possible action to approve a contract to add Command Central Analytics from Motorola Solutions to the Police Department Report Management System and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

- In 2019, the Police Department installed a new CAD/RMS (Report Management System) from Spillman, now Motorola Solutions. LexisNexus crime report mapping was part of the overall program purchased.
- In late 2021, LexisNexus and Motorola Solutions decided to no longer work together. This decision caused the crime report mapping portion to become inactive by the end of 2021.
- Motorola Solutions/Spillman has Command Central which interacts with the current CAD/RMS program used by the Department. Activating this module will allow mapping of crimes to occur again. This is the modern version of a map and pins in order to visually track criminal events.
- The use of crime mapping aids our violent crime grant planning when selecting specific areas of the city to target for enhanced enforcement.
- The amount will be broken down to \$1,565.00 a year as a separate bill around the time of the yearly CAD/RMS warranty renewal.

II. RECOMMENDED ACTION:

Staff recommends approval of the contract and authorize the Mayor to execute the same.

III. FISCAL INFORMATION - This is an unbudgeted item.

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
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Dee Rowell, Chief of Police	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 04-04-2022	(From) 11-03-503-6300-019		\$7,825.00

V. ATTACHMENTS:

1. Command Central 5 Year Proposal
2. CC Investigate Brochure 012522
3. Email verifying yearly and discount
4. Chickasha PD Command Central Investigate 022522-RevisedMSI-4-28-2022

Billing Address:
CHICKASHA POLICE
DEPARTMENT
10308 SE 29TH ST
OKLAHOMA CITY, OK 73150
US

Quote Date:02/25/2022
Expiration Date:05/26/2022
Quote Created By:
Billy Duncan
Billy.Duncan@
motorolasolutions.com

End Customer:
CHICKASHA POLICE DEPARTMENT
Kathryn Rowell
kathryn.rowell@chickashapd.org
4052226063

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term
CommandCentral Capabilities					
1	SSV00S01530A	0516	CLOUD DATA BACKUP & RESTORE SUBSCRIPTION*	1	1 YEAR
2	SSV00S02859A	0616	COMMANDCENTRAL EVIDENCE STANDARD*	1	1 YEAR
3	SSV00S02870A	0616	SOFTWARE,INCLUDED COMMANDCENTRAL STORAGE GB*	250	1 YEAR
4	SSV00S02124A	0252	COMMANDCENTRAL CAPABILITIES FOR CAD*	1	1 YEAR
5	PSV00S01454A	0217	LMS ONBOARDING	1	
6	SSV00S01450A	0217	LEARNER LXP SUBSCRIPTION*	40	1 YEAR
CommandCentral Investigate					
7	SSV00S01965A	0258	COMMANDCENTRAL INVESTIGATE STANDARD*	1	5 YEAR

Grand Total **\$7,825.00(USD)**

Pricing Metric :

Price is indicative of the following -



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

of Sworn Officers for CommandCentral Investigate - 32

Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$1,565.00	\$0.00
Year 2 Subscription Fee	\$1,565.00	\$0.00
Year 3 Subscription Fee	\$1,565.00	\$0.00
Year 4 Subscription Fee	\$1,565.00	\$0.00
Year 5 Subscription Fee	\$1,565.00	\$0.00
Grand Total System Price	\$7,825.00	\$0.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



INVESTIGATE

UNCOVER MORE ACTIONABLE INSIGHTS





INVESTIGATE

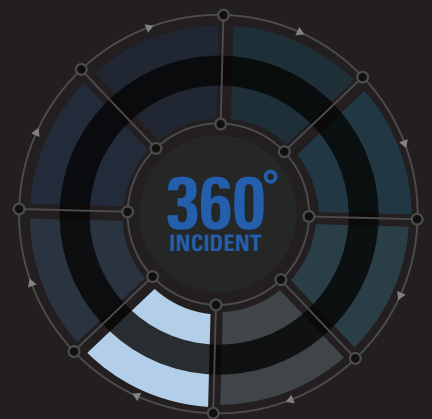
SOLVE MORE CRIME, FASTER

CommandCentral Investigate is a powerful cloud-based investigative analytic tool that gives you instant access to visually insightful data from across local and nationwide databases, as well as 10,000 public sources, all in an easy-to-use interface.

Quickly identify emerging crime trends, effortlessly communicate intelligence across your agency and track down leads — empowering everyone to fight crime smarter.

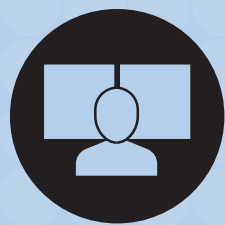
AS CRIME CONTINUES TO CHANGE AND EVOLVE, YOU NEED THE RIGHT TECHNOLOGY TO FIGHT IT.

CommandCentral Investigate is built to leverage more data, working seamlessly with your Motorola Solutions CAD and RMS systems. Spot emerging crime patterns and trends within and beyond your jurisdiction using millions of interjurisdictional records. Additionally, you can access billions of public records from over 10,000 sources to further aid your investigations. CommandCentral Investigate's cloud based software-as-a-service (SaaS) model is cost effective and reliable. New features and capabilities are introduced seamlessly, without down time or interruptions. With two subscription offers, Standard and Plus, you can choose the one that best fits your agency's needs and budget.



EXPERIENCE THE COMPLETE 360° INCIDENT

CommandCentral Investigate is part of an integrated public safety software suite designed to **connect all data**, **heighten collaboration** and deliver the most **complete view** of an incident, from call to case closure.



CRIME ANALYST

IMPROVE DATA-DRIVEN OUTCOMES

EASILY VISUALIZE CRIME TRENDS

Utilize dashboards and maps to understand current crime trends in your jurisdiction, state, and region. Comprehensive dashboard capabilities make visualizing vast amounts of data intuitive and efficient, which in turn helps command staff make more informed decisions. With access to the Public Safety Data Exchange, you can glean helpful insights from public safety data shared from hundreds of agencies across the country.



ROBUST ANALYTIC VISUALIZATIONS

Intuitively present data across dashboards with various graphical widgets and maps to help users quickly and easily interpret vast amounts of data. Explore incidents directly within a dashboard without switching applications to see the details of the underlying crime.

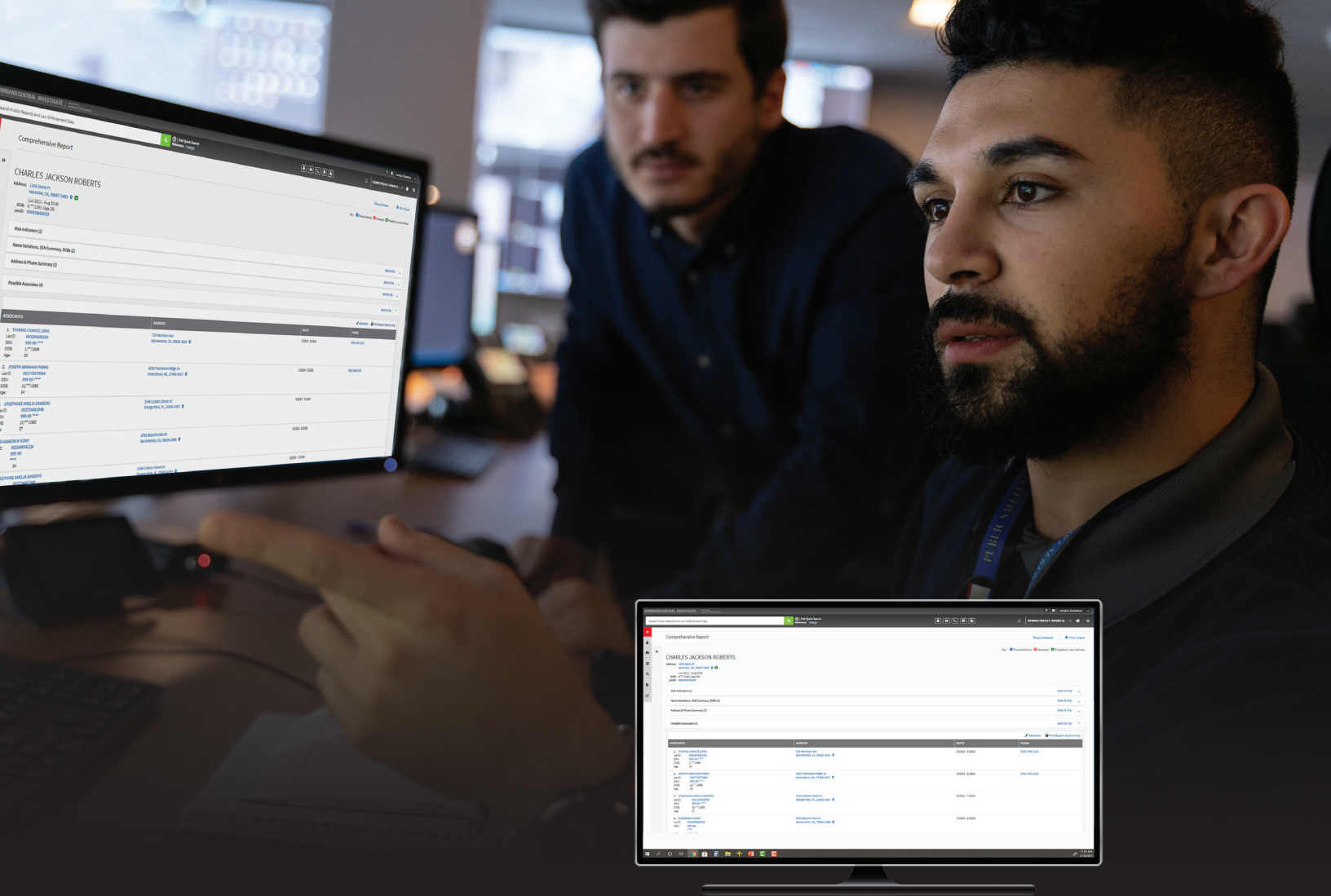
ADVANCED FILTERING AND REPORTING

Simple, yet extensive controls for defining data parameters allow you to hone in on the data you want to examine, helping you dive deeper into critical data and discover details that might make all the difference in your data-driven policing initiatives.

PUBLIC DATA SAFETY EXCHANGE (PSDX)

Access millions of records from agencies across the country to help you build a complete picture of individuals, locations and incidents. As the exchange grows with new agencies joining and adding their own data every month, the value of your immediate access to this information grows as well, helping you uncover leads you may not have been able to otherwise.

With CommandCentral Investigate, you can cut search time down to minutes or even seconds.



MAXIMIZE AGENCY EFFECTIVENESS

IMPROVE DATA SHARING AND COLLABORATION

Easily share investigative reports and crime trends with other agency users and key stakeholders to keep everyone up-to-date and informed on critical information. Using the software's built-in automated reporting capabilities, you can increase collaboration with outside departments without investing additional reporting time and resources.

AUTOMATED REPORTING

Automate key dashboard reports and schedule their delivery to any stakeholder, ensuring everyone has timely, updated information for decision-making.

EASY DASHBOARD SHARING

Investigation or issue-based dashboards can be widely and securely shared with other agency users with just a few clicks, saving valuable time. Other agency personnel can "see what you see" and look at the information in the format that makes the most sense.

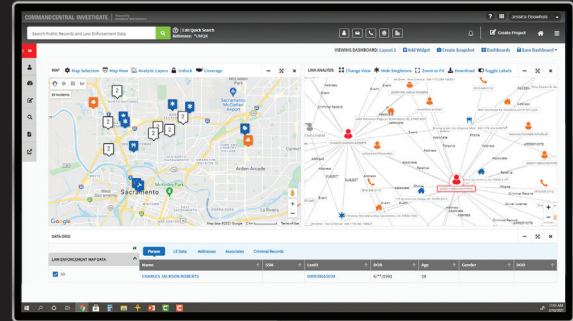
PRINT-READY REPORTS

Take the valuable insights and information you need with you wherever you go. Quickly create print-ready reports of crime and entities that can be downloaded in a wide variety of formats and easily shared in staff meetings.

SPEED UP INVESTIGATIONS

QUICKLY TRACK DOWN LEADS

Take your team's investigative abilities to the next level to quickly and easily find suspects and make arrests. Using advanced searching capabilities, you can access correlated data from multiple sources - without hopping from system to system. Leverage search results to increase investigation efficiency and support your intelligence-led policing initiatives.



ADVANCED SEARCH WITH TRUSTED RESULTS

Quickly find information on people, vehicles and phone numbers so that raw, mass information can become the intelligence you need to fuel your investigations. With CommandCentral Investigate, you can take your investigation even further by searching businesses and virtual identities to find individuals who might otherwise go under the radar.

LINK ANALYSIS

Identify non-obvious connections between entities to develop a comprehensive understanding of them. The link analysis tool helps you see connections between persons, addresses, incidents, vehicles and more. For deeper insights into complex relationships, CommandCentral Investigate integrates public records directly into the link analysis tool, helping you map out an even more complete picture.

ACCURINT® FOR LAW ENFORCEMENT

Find the information you need, wherever it may be. CommandCentral Investigate users receive an enterprise-wide license to Accurint for Law Enforcement, a powerful public records search portal powered by LexisNexis® Risk Solutions. This allows your agency to give all necessary users access to public records search without worrying about per-user licenses or per-search costs for searches.

ACCURINT® FOR LAW ENFORCEMENT

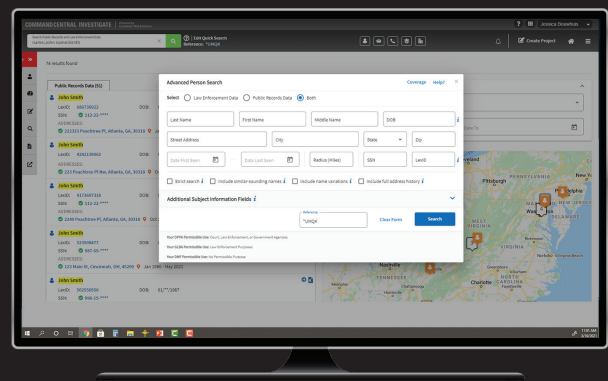
NEXT GENERATION INVESTIGATION

Take your investigations to the next level using a powerful virtual crime center that links cross-jurisdictional data with public records in one interface. Using Accurint for Law Enforcement through CommandCentral Investigate allows you to access data from your neighboring agencies as well as agencies across the country to build a complete picture of individuals, locations and incidents.

MORE INFORMATION, FASTER

The public records search portal within CommandCentral Investigate is currently used by over 4,000 federal, state and local law enforcement agencies across the country to provide instant access to a comprehensive database of public records. CommandCentral Investigate provides industry-leading speed and flexibility with streamlined searches that are 45% faster. Developed by experienced law enforcement professionals, it enables agencies to search, access, link, process and analyze the information they need such as:

- Names, addresses and emails
- Death and criminal records
- Professional licenses
- Phone numbers, including possible cell phones
- Bankruptcies, liens and judgments
- Assets, including motor vehicles, watercraft and aircraft
- Real property records
- Social networking information
- Business information, including fictitious names



ADVANCED LINKING TECHNOLOGY

LexID® is a patent-pending linking technology that takes multiple data sources for each record type and uses advanced business intelligence technology to deliver the information that is most relevant to an investigation. LexID combines data integrity with technology, linking data to make connections and identify relationships with certainty. The power of LexID dramatically increases productivity as well as:

- Employs more precise linking
- Links 270 million identities
- Offers the "Relatives and Associations" linking capability
- Enables agencies to learn from the linkages of other records as relationship links are built
- Links records as they are brought into the system system

PERSON ALERTS

Save valuable time by automating Person Alerts. These alerts provide notifications of changes in the data about an individual without having to repeatedly run the same search. This is particularly useful in older cases that are still under investigation, enabling you to receive information automatically without taking time away from active cases to run multiple manual searches. Person Alerts run automatically once a week and the results display in the Alerts and Notifications window or can be sent via email.

MOTOR VEHICLE REGISTRATION WILDCARD SEARCH

Query different combinations of motor vehicle data to run matches on partial license plate tags as well as car makes, models and colors. In addition, searches can be run by zip code radius and expanded to wider areas as necessary, helping focus searches that would otherwise return too many results to be useful.

ADVANCED PERSON SEARCH

Identify individuals when specific information is not available, or when the available information is fragmented or contains errors. Using this powerful feature, you can link records based on partial information and correct errors to create reliable links. The Advanced Person Search allows you to search within the following fields:

- Name (first, last or both) and address
- Street number range
- Other last name (i.e. maiden name)
- Cities and states where an individual previously lived
- Age range
- Relative's last name

PEOPLE AT WORK SEARCH

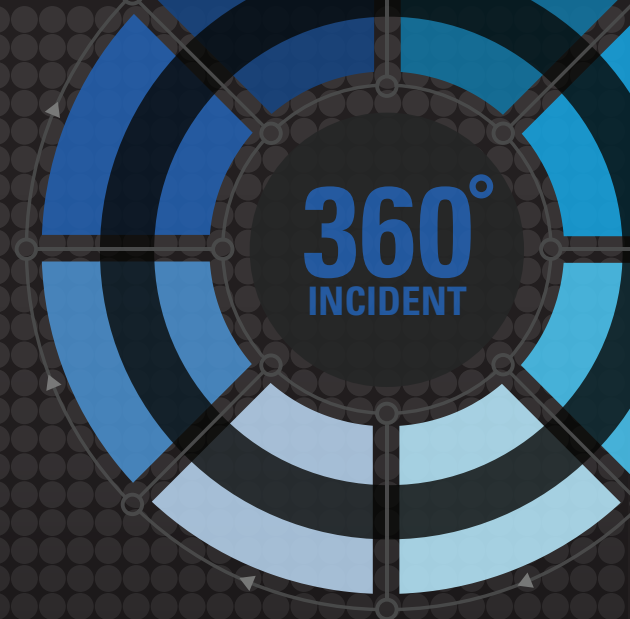
Scan for people connected with businesses, such as officers, directors, small business owners and possible employees, to locate subjects and recover revenue and assets. Unlike most employment searches, the People at Work Search identifies all levels of employees at a company, not just executives and principals. This search can also reveal excessive numbers of businesses at the same address, which can be an indication of fronts for illegal activity.



**CommandCentral
Investigate allows
you to access
data from your
neighboring
agencies as
well as agencies
across the
country.**



CONNECTED. COLLABORATIVE. COMPLETE.



INCIDENT AWARENESS

COMMUNITY
ENGAGEMENT

EMERGENCY CALL
MANAGEMENT

VOICE &
COMPUTER AIDED
DISPATCH

INCIDENT MANAGEMENT

REAL-TIME
INTELLIGENCE
OPERATIONS

FIELD
RESPONSE &
REPORTING

POST-INCIDENT RESOLUTION

RECORDS & EVIDENCE
MANAGEMENT

ANALYSIS &
INVESTIGATION

JAIL & INMATE
MANAGEMENT



CITIZEN



9-1-1 CALL TAKER



DISPATCHER



INTELLIGENCE
ANALYST



FRONTLINE
RESPONDER



RECORDS
SPECIALIST



CRIME
ANALYST



CORRECTIONS
OFFICER

THE INDUSTRY'S MOST COMPLETE SOFTWARE SUITE

You depend on solutions that help deliver on the promise of a safer world. CommandCentral Investigate and other applications in our CommandCentral software suite are designed to bring clarity to decisions and simplify collaborative workflows. From call to case closure, CommandCentral connects all data to create actionable intelligence, eliminates barriers to heightened collaboration and delivers the complete, 360° Incident

Our CommandCentral software suite is unified with voice, video and analytics, creating an integrated ecosystem for public safety. Individually, every Motorola Solutions product and service makes the world safer. United, they are exponentially more powerful. Let's build the future of safety together.

For more information about CommandCentral Investigate, please visit:
www.motorolasolutions.com/commandcentral-investigate



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. 800-367-2346 motorolasolutions.com

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Kathryn Rowell

From: Billy Duncan <billy.duncan@motorolasolutions.com>
Sent: Monday, February 28, 2022 10:44 AM
To: Kathryn Rowell
Cc: Travis Dillingham
Subject: Re: FW: Action Required : Spillman Analytics Migration

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Chief. The out year payment is due in the annual budget cycle so you do not have to pay for it up front. There is a slight discount in the out years because there should not be an annual increase if you sign for five years.

Hope this helps to explain the reasoning for a five year agreement.

Thanks,
Billy

Billy Duncan
Account Sales Executive
Motorola Solutions, Inc.

O. 801-902-1436
M. 205-394-2085
E. billy.duncan@motorolasolutions.com



On Mon, Feb 28, 2022 at 10:30 AM Kathryn Rowell <kathryn.rowell@chickashapd.org> wrote:

Good morning Billy,

I notice our quote is for five (5) years. Since there is no discount for purchasing five (5) years upfront, I need a quote for one year. I have to add this to my current Flex cost which the invoice on it should be coming soon.

Thank you,

K.D. Rowell

Chief of Police

Chickasha Police Department

2001 W. Iowa Ave.

Chickasha, OK 73018

405-222-6063 (office)

NOTICE: The information in this email is confidential, legally privileged, and exempt from disclosure under law. It is intended solely for the addressee. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and unlawful. The City of Chickasha does not warrant any e-mail transmission received as being virus free, and disclaims any liability for losses or damages arising from the use of this e-mail or its attachments. Recipients of e-mail assume the risk of possible computer virus exposure by opening or utilizing the e-mail and its attachments, and waive any right or recourse against the City by doing so.

From: Billy Duncan <billy.duncan@motorolasolutions.com>
Sent: Friday, February 25, 2022 11:52 AM
To: Kathryn Rowell <kathryn.rowell@chickashapd.org>
Cc: Travis Dillingham <travis.dillingham@motorolasolutions.com>
Subject: Re: FW: Action Required : Spillman Analytics Migration

Chief,

I have included pricing and updated contracts for the Command Central Investigate application. I did not include any training costs since this is very similar to Flex Analytics but if additional training is needed we can provide this remotely at a cost of \$2,000.

If you would like me to bundle the Accurint application I will send you an additional quote.

Please let me know if you have any questions.

BILLING AND SHIP TO ADDRESS:

CHICKASHA POLICE
DEPARTMENT
117 N 4th ST
CHICKASHA, OK 73018
US

Quote Date:02/25/2022

Expiration Date:05/26/2022

Quote Created By:

Billy Duncan
Billy.Duncan@
motorolasolutions.com

End Customer:

CHICKASHA POLICE DEPARTMENT
Kathryn Rowell
kathryn.rowell@chickashapd.org
4052226063

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term
CommandCentral Capabilities					
1	SSV00S01530A	0516	CLOUD DATA BACKUP & RESTORE SUBSCRIPTION*	1	1 YEAR
2	SSV00S02859A	0616	COMMANDCENTRAL EVIDENCE STANDARD*	1	1 YEAR
3	SSV00S02870A	0616	SOFTWARE,INCLUDED COMMANDCENTRAL STORAGE GB*	250	1 YEAR
4	SSV00S02124A	0252	COMMANDCENTRAL CAPABILITIES FOR CAD*	1	1 YEAR
5	PSV00S01454A	0217	LMS ONBOARDING	1	
6	SSV00S01450A	0217	LEARNER LXP SUBSCRIPTION*	40	1 YEAR
CommandCentral Investigate					
7	SSV00S01965A	0258	COMMANDCENTRAL INVESTIGATE STANDARD*	1	5 YEAR

Grand Total**\$7,825.00(USD)****Pricing Metric :**

Price is indicative of the following -



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

of Sworn Officers for CommandCentral Investigate - 32

Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$1,565.00	\$0.00
Year 2 Subscription Fee	\$1,565.00	\$0.00
Year 3 Subscription Fee	\$1,565.00	\$0.00
Year 4 Subscription Fee	\$1,565.00	\$0.00
Year 5 Subscription Fee	\$1,565.00	\$0.00
Grand Total System Price	\$7,825.00	\$0.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



CommandCentral Investigate Solution Description

Overview

Motorola Solutions' CommandCentral Investigate is a next-generation crime analysis and intelligence solution that helps users uncover actionable insights, allocate resources, and fight crime. CommandCentral Investigate is powered by LexisNexis, integrating with existing data sources and leverages interjurisdictional data to allow seamless search across incident data sources from law enforcement agencies nationwide. It also provides highly configurable experiences with purpose-built tools for specific roles across your agency.

By investing in CommandCentral Investigate, investigators can use link analysis across datasets to easily track down leads and close cases. Command staff can quickly identify emerging trends and, with the help of analytics, better understand those patterns and develop proactive initiatives to effectively address them.

This is a cloud-based solution subscribed to as-a-service, making it highly accessible and cost-effective with predictable pricing. Product updates are seamless with new features delivered regularly. The cloud also provides proven security, reliability, and availability to keep users operationally ready.

CommandCentral Investigate includes a professional services engagement for implementation and deployment. This is built on Motorola Solutions' operational expertise, tools, and public safety best practices.

The proposed CommandCentral Investigate solution includes the following features:

- Interjurisdictional data sharing.
- Advanced link analysis.
- Flexible analysis project creation.
- Granular data manipulation and detail (140 data points supported).
- Easy project sharing.
- Robust data visualization.

The CommandCentral Platform

This solution is part of Motorola Solutions' CommandCentral platform, which provides interconnected solutions that unify data and streamline public safety workflows. Through single sign-on capabilities, your personnel can access all CommandCentral applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's information to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral is built to evolve over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can rapidly deliver new features and functionality in a more manageable, non-intrusive way.



COMMANDCENTRAL CAPABILITIES SOLUTION DESCRIPTION

OVERVIEW

Motorola Solutions' CommandCentral capabilities are a set of cloud-based features that enhance on-premise records management and CAD systems. Leveraging the CommandCentral platform, these capabilities enhance performance and improve public safety workflows. These features streamline digital evidence management, provide insight to aid data-driven decision making, and expedite case review and resolution. Records and CAD users can work more efficiently within their RMS and CAD systems to best support your agency and your communities. The proposed CommandCentral capabilities include the following features and integrations.

CLOUD DATA BACKUP AND RESTORE

With a Flex deployment, Motorola Solutions' Cloud Data Backup and Restore syncs your agency's database with the cloud to create a secure and accessible backup.

The cloud provides proven security, reliability, and availability. While this feature only stores the most recent backup in the cloud, there is no limit on the size or frequency of the backup. This provides flexibility for specific scheduling and information management needs. Administrators can schedule the cloud backup.

As a part of your data recovery plan, this feature reduces the need to purchase additional, redundant hardware. This RMS upgrade is a cost-effective option to store and protect against failures.

CADVIEWER

CommandCentral capabilities for CAD augments existing on-premises CAD systems, allowing users to make better decisions from anywhere with secure view access to your agency's CAD information. Users can view this data on any internet-connected device and enable non-traditional users to work from locations that have not previously had access to jurisdictional CAD information. The CAD Viewer provides a view of pending/active incident information, unit information, and mapped location of incidents and responding units. Users can switch easily from light to dark mode and use pop-out screens to personalize their view.

RECORDS MANAGEMENT

CommandCentral capabilities include access to records management features. Users can quickly search video, audio, images, and other digital content. The system stores data from various sources in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

CommandCentral Incident Record – View incident data, officer narrative, and digital evidence with one user interface, called the CommandCentral Incident Record. This cloud-based feature combines case-related information from different sources into a streamlined interface. This unified view allows your agency to review critical evidence from a more robust and accurate operating picture. The CommandCentral Incident Record is built from incident details in your records management solution and content from CommandCentral Evidence.

Task Creation and Assignment – View, create, and assign daily tasks or projects as part of the Insights Dashboard. The Insights Dashboard provides curated and actionable insights into your agency's initiatives from across the CommandCentral suite. It gathers items that need attention, review, correction,



or completion to help users stay organized and manage operations. This also helps build and close cases faster by tracking progress and assigning ownership to activities. The dashboard promotes collaboration by allowing users to share documents, projects, and success metrics across the agency.

Unified Search – Locate information across all agency records and evidence using a smart, free-text search engine. To access content from a specific incident, users can do a Unified Search or go through your Motorola Solutions RMS. Users can search incidents by time-frame or specific case number and then view all digital evidence associated with that specific case. This single source offers a user-friendly experience that is easy to navigate and understand and includes the ability to add narratives. The solution also makes review easier by tagging persons and vehicles listed in the narrative. Vehicles listed in the incident report include links to automatic license plate readers in the Vigilant LEARN database (additional subscription required). Product updates are seamless with new capabilities delivered regularly. The cloud also provides proven security, reliability, and availability that keeps personnel prepared for their operations.

DIGITAL EVIDENCE MANAGEMENT

CommandCentral capabilities digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and sorted to locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions with an organized and complete case evidence view. And with the access control system, the application allows authorized personnel to view sensitive information.

Store and Manage

CommandCentral capabilities simplify building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, transmit data to CommandCentral Evidence. This saves users from the effort needed to manually upload files. Once the content is securely stored, content management is more efficient. The digital evidence management tools streamline content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application links evidence based on the tags and metadata attached to those files. This helps users find additional contextual information on an incident and quickly build cases. Users can search and filter content to locate additional relevant data to link to a case or incident. And they can group or bookmark files within the interface to access evidence items that they frequently reference.

Judicial Sharing

With the Judicial Sharing feature, your agency can use the CommandCentral Incident Record to share a complete evidence package with partners and prosecutors. This keeps your personnel and partners up-to-date on each case and allows them to work from the same information. Judicial Sharing integrates with the CommandCentral Incident Record, allowing aggregated case-related information to be shared via email. This helps to keep prosecutors up-to-date with a dedicated, streamlined page designed for their needs. It allows judicial partners to access all of the case content shared with them — even from multiple agencies — from a secure location. From your agency's view, users can confirm that they received the case package and continue to update the shared package as the case develops. From the case manager, the prosecutor can see when a shared package has been updated. They can search and filter the case



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packages to locate information and then share the case package with the defense. If your agency has case sharing systems in place with partners, you can leverage your agency's existing investments by downloading content and audit logs to review and share.

FIELD RESPONSE APPLICATION

The Field Response Application allows officers to capture images, video, and audio from the field with a simple smartphone application on iOS or Android. This tool provides easy media management and advanced camera controls to help users control what is captured. The application adds metadata and tags, and then gets uploaded to CommandCentral Evidence for immediate use. The application isolates all data from personal data. This ensures other apps cannot access evidence, while providing an uncompromised chain of custody from the moment of capture. This application is a capture source for field personnel, command staff, and supervisors.

Storage

This solution provides 250GB of storage for your digital content. Additional storage is available for purchase, if needed. Please refer to the Pricing section of this quote to review any additional storage.

THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a citizen tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



COMMANDCENTRAL CAPABILITIES STATEMENT OF WORK

OVERVIEW

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing project schedule. Any changes to the governing project schedule will be mutually agreed upon via the change provision of the Agreement.

Motorola Solutions enables the CommandCentral Capabilities service during the order process. Deployment services are not required.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to enable Customer access to CommandCentral Capabilities. This activity is completed during the order process.
- Connect Customer incident data ingest.

Customer Responsibilities

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure CommandCentral Capabilities settings (location of agency pin, shape of agency, keywords, set up agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest and digital files upload.
- Manage users and add email addresses.

Completion Criteria

CommandCentral Capabilities subscription enabled.

TRAINING

Online Training

CommandCentral training is made available via Motorola Solutions' Software Enterprise Learning Experience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LXP Administrators on:
 - Adding and maintaining users.
 - Adding and maintaining Groups.
 - Assign courses and Learning Paths.
 - Running reports.



Customer Responsibilities

- Go to <https://learningservices.motorolasolutions.com> and request access if you do not already have it.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Add/modify users, run reports and add/modify groups.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided LXP Administrator instruction.

Panorama – A panorama is an individual instance of the Learning Experience Portal (LXP) that provides autonomy to the agency.

Groups – A more granular segmentation of the LXP that are generally used to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LXP.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure Video-as-a-Service has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Solutions Responsibilities

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.

Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the handover to support and the implementation project is complete.



SUBSCRIPTION SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this Subscription Services Agreement ("Agreement") pursuant to which Customer will purchase and Motorola will sell a subscription to access the subscription services described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"Customer Data" means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

"Deliverables" means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the applicable Statement of Work. The Deliverables, if any, are more fully described in the Statement of Work.

"Documentation" means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"Effective Date" means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer, in



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connection with or relating to the Solution and Subscription Services.

“Force Majeure” which means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Licensed Product” means 1) Software, whether hosted or installed at Customer’s site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

“Native Data” means data that is created solely by Customer or its agents.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

“Software” means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

“Solution” means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

“Solution Data” means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

“Statement of Work” If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

“Subscription Services” means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

“Users” means Customer’s authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 Subscription Services. Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola (“Incorporated Document(s)”), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.



2.2 **Changes.** Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 **Non-solicitation.** During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERM

3.1 **Term.** Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement automatically renews annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of this Agreement.

3.2 **Minimum Initial Term.** For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date.

3.3 **Renewals.** The terms and conditions of the Agreement and will govern any renewal periods.

4. **CUSTOMER OBLIGATIONS.** Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

4.1 **Access.** To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 **Customer Information.** If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3 **Risk of Loss.** If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by



Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.4 Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Addendum entitled "Equipment Purchase" and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

4.5 Enable Users. Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

4.6 Non-preclusion. If, as a result of the Subscription Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees.

5.1 Recurring Fees. Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.1.1 No Purchase Order Requirement. For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

5.2 Start Up Fees. Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 Fee Change. Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

5.4 No Price Guarantee. Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.5 Taxes. The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.



6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 **Acceptance.** The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 **Licensed Products.** Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in the Agreement, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

8. DATA AND FEEDBACK

8.1 **Solution Data.** To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.



8.2 **Customer Data.** To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose. Should this agreement be terminated, the Customer retains ownership of its data. All Customer Data will be returned to the Customer or deleted with an acknowledgment of the deletion sent to the customer.

8.3 **Feedback.** Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9.1 **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 **Equipment Sale.** Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

10. DISCLAIMERS

10.1 **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 **Privacy.** Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the



protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 Social Media. If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 Misuse. Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11. LIMITATION OF LIABILITY

11.1 Liability Limit. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA.** This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

11.2 Additional Disclaimers. MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE



SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 Essential term. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12 DEFAULT AND TERMINATION

12.1 Default By a Party. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2 Failure To Cure. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 Cancellation Fee. If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

12.5 Return of Discount. If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 Return Confidential Information. Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 Connection Terminated. Certain Subscription Services require a connection to Customer



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola ("Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Customer and Motorola, Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.8 Equipment Return. Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 Five Year Term. Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13. DISPUTES

13.1. Settlement. The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 Litigation. A Party may submit to the District Courts of Grady County, Oklahoma any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. SECURITY.

14.1 Industry Standard. Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Agreement, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 Customer Security Measures. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola ("Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Customer and Motorola, Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

14.4 Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. Treatment of Confidential Information. During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

15.1.2. Ownership of Confidential Information. The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 Proprietary Solution. Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. Ownership. Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3 Remedies. Because Licensed Products contain valuable trade secrets and proprietary



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola ("Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Customer and Motorola, Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

16. GENERAL

16.1 Future Regulatory Requirements. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 Compliance with Applicable Laws. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 Audit. Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 Assignability. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.5 Subcontracting. Motorola may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

16.6 Waiver. Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Contract"). If no Contract exists, the purchase of the Products shall be governed by Motorola's Standard Terms and Conditions of Sales and Supply. If no Underlying Agreement exists between Customer and Motorola, the purchase of the Products shall be governed by Motorola's Standard Terms and Conditions of Sales and Supply.

waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.7 Severability. If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.8 Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.9 Headings. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.10 Governing Law. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Oklahoma.

16.11 Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

16.12 Authority To Execute Agreement. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.13 Return of Equipment. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. Survival Of Terms. The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights); and all General provisions in Section 16.

16.15 Non-Appropriations Clause. Customer may terminate this Agreement, without penalty, if funds sufficient to pay its obligations under the Agreement are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third-party funding source. If Customer exercises this clause, the Customer will be obligated to pay Motorola any product and/or service deliverables performed through the date of termination, including any reasonable costs incurred after the date of termination to terminate the contract.

16.16. ENTIRE AGREEMENT. This Agreement and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola ("Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Customer and Motorola, Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

CUSTOMER**MOTOROLA SOLUTIONS, INC.**

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BILL TO ADDRESS:

Name: _____

Address: _____

Address: _____

Phone #: _____

Email: _____

*Note: Invoices will be emailed to this address.***SHIP TO ADDRESS:**

Name: _____

Address: _____

Address: _____

Phone #: _____

FINAL DESTINATION:

Name: _____

Address: _____

Address: _____

Phone #: _____



ADDENDUM DIGITAL EVIDENCE MANAGEMENT SOLUTION

The following additional terms will apply to Subscription Services from Motorola's Digital Evidence Management Solution.

If any term in this Attachment conflicts with a term in the main body of the Agreement, this Attachment will govern.

1. DATA STORAGE. Motorola will determine, in its sole discretion, the location of the stored content for CommandCentral Vault Services. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

2. DATA RETRIEVAL. CommandCentral Services will leverage different types of storage to optimize the Subscription Services, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to 8 hours to be viewable.

3. API SUPPORT. Motorola will use commercially reasonable efforts to maintain the Application Programming Interface ("API") offered as part of the CommandCentral Services during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of a 6 month time period after new version is introduced. If support of the API is no longer a commercially reasonable option, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk to the Subscription Services or the Solution, Motorola will discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

Commercially reasonable efforts will be made to provide monthly availability of 99.9% with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal, including but not limited to a Force Majeure.

Additionally, Motorola will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification



2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

5. MAINTENANCE

Scheduled maintenance of CommandCentral Solutions will be performed periodically. Motorola will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.

6. DEVICES. If Customer elects Motorola's service option for Devices, such service option will be governed by the additional terms and conditions set forth below in this Section.

6.1. For Devices to be eligible for the Device as a Service ("DaaS") offering the Devices must be on the then current firmware version. The Capture Mobile Camera feature requires the latest version of the Android or iOS operating system. Additionally, Customer's Wi-Fi network must comply with the requirements found below, Wi-Fi Network Requirements. If Customer's Wi-Fi network does not comply with these requirements Customer will be responsible for additional costs that may be incurred related to bring the Wi-Fi network into compliance.

6.2. Smart Interface Device Refresh: Customers who have chosen a 5-year Term for the DaaS offering will receive a new version of the Device 30 months from the start of the Term or as soon as a new version is available. The new version Device must be in the same family as the previously selected model. The refresh will only include the Device. Any carry holders, batteries or other accessories will not be refreshed. The Devices being refreshed must be returned to Motorola within 60 days of the refreshed devices being shipped. The customer will be invoiced for any devices not returned or returned damaged or nonfunctional. Subject to Motorola's receipt of all applicable fees for the 5-year service offering, on expiration of the 5-year term title to any covered Devices will pass to Customer.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer Agreement^(m) that authorizes Customer to purchase equipment and/or services or license software (collectively "Products^(m)"). If no Underlying Agreement exists between Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

6.3. If Customer elects a 5-year or greater Term for the DaaS offering, Motorola will provide the equipment necessary to enable the DaaS. Accessories for the Devices will not be provided and must be purchased separately, if desired.

6.4. Content will be downloadable at any time through the administrative interface during the Term of the Agreement. During the Initial Term, Motorola may provide general assistance as Customer learns to download or store content. After the Initial Term, additional storage term or assistance with downloading of content may be available for an additional fee.

6.5 Wi-Fi Network Requirements

6.5.1 If any of the below items apply, additional deployment services fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's
- Customer requires multiple upload locations through different internet providers at each site
- Customer has slow internet (<20MBps or higher for 4k video upload)
- Customer doesn't have Wi-Fi
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions
- Customer requires multiple upload locations
- Customer has multicast disabled on their wireless network
- Customer wants to utilize MAC address filtering

6.5.2 The following are not supported:

- Wi-Fi AP's do not support 802.11AC
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite



COMMANDCENTRAL INVESTIGATE STATEMENT OF WORK

OVERVIEW

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions and the "Customer". Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing project schedule. Any changes to the governing project schedule will be mutually agreed upon via the change provision of the Agreement.

Motorola Solutions enables the CommandCentral Investigate service during the order process. LexisNexis accreditation is required to be completed by the Customer prior to the start of the project.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to enable Customer access to CommandCentral Investigate. This activity is completed during the order process.
- Connect Customer incident data ingest.

Customer Responsibilities

- Provide access to Motorola Solutions' team to connect incident data ingest.
- Provide Motorola Solutions with crime type classification.
- Set up users within CC Admin and set up user permissions groups.

Completion Criteria

CommandCentral Investigate subscription enabled.

Note - Motorola's tasks will be performed on-site and a portion of the tasks will be performed remotely. The service provides a set number of hours in the service term which initiates upon the Customer's first engagement with the dedicated Motorola subject matter expert and completes upon the delivery of the specified hours of service or the expiration of 90 consecutive calendar days following initiation, whichever occurs first.

TRAINING

Online Training

CommandCentral training is made available to the Customer via Motorola Solutions Software Enterprise Learning Experience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.



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- Provide instruction to the Customer LXP Administrators on:
- Adding and maintaining users.
- Adding and maintaining Groups.
- Assign courses and Learning Paths.

Customer Responsibilities

- Go to <https://learningservices.motorolasolutions.com> and request access if the Customer does not already have access.
- Complete LXP training (CommandCentral Investigate End User Training - <https://learning.motorolasolutions.com/online/4982enus>).
- Advise users of the availability of the LXP.
- Add/modify users, run reports, and add/modify groups.

Completion Criteria

Customer has access to the LXP training.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Following the completion of the activation of CommandCentral Investigate, the Customer's solution transitions to support.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure CommandCentral Investigate has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Solutions Responsibilities

- Transition Customer to Motorola Solutions Customer Support.

Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of transition to support.

CONSULTING SERVICES

The document includes the responsibilities of Motorola and Customer in completing this Consulting Services work. Note that Motorola's tasks will be performed on-site and a portion of the tasks will be performed remotely. The service provides a set number of hours in the service term which initiates upon the Customer's first engagement with the dedicated Motorola subject matter expert and completes upon the delivery of the specified hours of service or the expiration of 90 consecutive calendar days following initiation, whichever occurs first.



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Motorola Consulting Services provides the Customer an opportunity to use Motorola subject matter experts to address operational concerns or implementation of strategic initiatives. The full scope of consultative services will be determined during the discovery session between Motorola and the Customer. Certain consultative services are required as part of this offer, while other services, outlined in the following solution specific tables, are selected and customized to meet the needs of the Customer.

Required Services

Service	On-Site / Remote	Description
Discovery Session	Remote	Discovery teleconference with the Customer to understand goals and objectives for the product as well as strategic initiatives.
Day-to-Day Operational Use	On-Site	Conducted with staff to discover how the functional areas are utilizing the solution. Includes on-the-job training for efficient use and recommendations for optimizing.
End of Day Briefings	On-Site	Conducted at the end of each day, to provide an update on information exchanged, activities planned for the following day and any additional actions needed.
After-Action Report	Remote	Provided to the Customer with a summary of the activities performed and recommendations on next steps.
After-Action Implementation Activities	Remote	Consultant will work with Customer to prioritize recommendations based on the After-Action Report. The Consultant will perform activities and/or guide the Customer on performing activities based on the identified priorities.

The required hours will vary based on the size of the Customer and solution purchased. The service hours required (from the table above) will be determined during the discovery session. The hours will be no less than 4 hours and no greater than 40 hours. The remaining hours of the purchased



consultative services will be tailored to Customer specific needs as agreed upon by Motorola and the Customer per the services as outlined in any of the following solution specific tables.

Crime Analysis + Integrated Workflow Optional Services

Service	Description
Planning & Research Unit Framework	Consultation on best practices regarding the creation, implementation, and responsibilities of a Planning and Research Unit, including a review of current reporting.
Crime Analysis Unit (CAU) Framework	Consultation on best practices regarding the creation, implementation, and responsibilities of a Crime Analysis Unit, including a review of the current Analysis Unit if one exists.
System Integrations	Consulting on end-to-end data flow, Motorola integrations as well as third-party interfaces and the use of information within the product.
CAU Hotspotting, Trend Analysis, Predictive Policing	Consult on identifying high crime areas, and significant changes in crime to focus resources on problem areas.
Command Staff Briefing Reports	Consultation on the best practices surrounding compiling and providing data to Command Staff, and how to use briefing information to allocate resources appropriately.
Daily Shift Briefing Reports	Consult on creating and providing briefing reports between shifts.
Planning & Research Quarterly and Annual Reports	Consultation on best practices surrounding the compilation of agency statistics, and the dissemination of the compiled report.
Incident Based Reporting (IBR)	Consulting on Incident Based Reporting needs specific to the agency's state and needed for monthly submission.
Digital Evidence Management	Review current storage process, recommend streamlined processes within CJIS guidelines.
Case Management	Consult on tracking and security of cases from onset to submission to the Prosecutor and disposition.
Real-Time-Crime Center Consulting	Framework and introduction on RTCC procedures, setup, and best practices.



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Service	Description
Community Engagement Framework	Consultation on best practices on involving and engaging the community to increase incoming information.
Records and Property Room	Optimize current workflow for Property and Evidence from collection to disposal.

On-site Consultative Services

Motorola Responsibilities

- Conduct a Discovery Teleconference with the Customer's point of contact to understand the Customer's needs as well as the required Customer resources prior to scheduling on-site service.
- Provide Customer with an emailed summary of the needs discussed during the teleconference along with a proposed documented Agenda, that will serve as the focus for the on-site service delivery. The summary and Agenda will be provided within two business days after the discovery teleconference.
- Upon agreement of the focus of on-site service, schedule a mutually agreeable date for delivery of on-site service.
- Provide three consecutive days of on-site service Tuesday through Thursday, 8:00 am to 5:00 pm Customer time for the number of trips outlined in this document.
- Provide Customer with an After-Action Report of the activities completed and next-step recommendations as part of on-site service delivery.

Customer Responsibilities

- Participate in the Discovery Teleconference and collaborate on objectives.
- Schedule a mutually agreeable date for delivery of on-site service.
- Coordinate availability of resources required for Motorola to fulfill the focus of on-site service.
- Confirm Customer Administrator(s) have access to the LXP, CommandCentral Admin Console, have completed LXP training courses or other applicable training, and are able to add/modify users, run reports, and add/modify groups as required.
- Confirm Customer end-users have completed required training prior to on-site service. If this requirement is not met, Motorola may have to reschedule the on-site visit and/or Customer may not receive the full benefit of the on-site consultation.

Remote Consultative Services

Motorola Responsibilities

- Conduct an after visit teleconference with Customer's point of contact to outline the Customer's priorities according to the After-Action Report.
- Provide Customer with an updated After-Action Report outlining the priorities for the remaining consultative services and estimated time to complete the activities requested.
- Coordinate with Customer the work that needs to be completed and designate the appropriate owner of the activity.
- Coordinate with Customer which activities will be completed by the consultant, or completed by the Customer with the guidance of the consultant.
- Coordinate with the Customer on what activities will be completed every two-weeks or according to the mutually agreed time frame.



- Track the progress of and burn-down of the hours purchased, and provide a bi-weekly email summary of the deliverables and service hours remaining.

Customer Responsibilities

- Participate in the after visit teleconference and collaborate on priorities and work items to be delivered.
- Schedule resources as appropriate to work with the Consultant as required.
- Complete assigned tasks as agreed to.
- Coordinate with the Consultant on what activities will be completed every two-weeks or according to the mutually agreed time frame.
- Participate in remote meetings as mutually agreed upon.

Completion Criteria

The service provides a set number of hours in the service term which initiates upon the Customers first engagement with the dedicated Motorola subject matter expert and completes upon the delivery of the specified hours of service or the expiration of 90 consecutive calendar days following initiation, whichever occurs first.



**Exhibit to Subscription Software Addendum
Command Central Investigate, powered by LexisNexis**

Motorola Solutions, Inc. ("Motorola Solutions") is the provider of the service known as Command Central Analytics Plus, powered by LexisNexis ("Motorola Solutions Services"). Customer agrees to the Motorola Solutions Services pursuant to the following terms and conditions which are incorporated into the Subscription Software Addendum signed by Customer.

1. RESTRICTED LICENSE. Motorola Solutions hereby grants to Customer a restricted license to use the Motorola Solutions Services, subject to the restrictions and limitations set forth below:

(i) Generally. Motorola Solutions hereby grants to Customer a restricted license to use the Motorola Solutions Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the Motorola Solutions Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the Motorola Solutions Services for marketing purposes or resell or broker the Motorola Solutions Services to any third-party, and shall not use the Motorola Solutions Services for personal (non-business) purposes. Customer shall not use the Motorola Solutions Services to provide data processing services to third-parties or evaluate data for third-parties or, without Motorola Solutions' consent, to compare the Motorola Solutions Services against a third party's data processing services. Customer agrees that, if Motorola Solutions determines or reasonably suspects that continued provision of Motorola Solutions Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, Motorola Solutions may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the Motorola Solutions Services. Customer shall not access the Motorola Solutions Services from Internet Protocol addresses located outside of the United States and its territories without Motorola Solutions' prior written approval. Customer may not use the Motorola Solutions Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the Motorola Solutions Services and information provided therein. Motorola Solutions may at any time mask or cease to provide Customer access to any Motorola Solutions Services or portions thereof which Motorola Solutions may deem, in Motorola Solutions' sole discretion, to be sensitive or restricted information.

(ii) GLBA Data. Some of the information contained in the Motorola Solutions Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "**GLBA**"), and is regulated by the GLBA ("**GLBA Data**"). Customer shall not obtain and/or use GLBA Data through the Motorola Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain Motorola Solutions Services and will recertify upon request by Motorola Solutions. Customer certifies with respect to GLBA Data received through the Motorola Solutions Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Some of the information contained in the Motorola Solutions Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and is regulated by the DPPA ("**DPPA Data**"). Customer shall not obtain and/or use DPPA Data through the Motorola Solutions Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain Motorola Solutions Services and will recertify upon request by Motorola Solutions.



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(iv) Social Security and Driver's License Numbers. Motorola may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, "**QA Data**"). If Customer is authorized by Motorola Solutions to receive QA Data, and Customer obtains QA Data through the Motorola Solutions Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by Motorola Solutions policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the Motorola Solutions Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by Motorola Solutions. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without Motorola Solutions' prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under these Master Terms. Motorola Solutions may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the Motorola Solutions Services.

(vi) Additional Terms. To the extent that the Motorola Solutions Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: www.lexisnexis.com/terms/risksupp, Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the Motorola Solutions Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such news, business information, and federal legislative and regulatory materials through the Motorola Solutions Services, Customer agrees to comply with the Terms and Conditions contained at: <http://www.lexisnexis.com/terms/general.aspx> (the "**L&P Terms**"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(vii) MVR Data. If Customer is permitted to access Motor Vehicle Records ("**MVR Data**") from Motorola Solutions, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by Motorola Solutions, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by Motorola Solutions, Customer shall complete any state forms that Motorola Solutions is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) Motorola Solutions (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(viii) HIPAA. Customer represents and warrants that Customer will not provide Motorola Solutions with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.



(ix) **Economic Sanctions Laws.** Customer acknowledges that Motorola Solutions is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to Motorola Solutions Services to any individuals identified on OFAC's list of Specially Designated Nationals ("**SDN List**"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place Motorola Solutions in a position of non-compliance with any such economic sanctions laws.

(x) **Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xi) **Software.** To the extent that Customer is using software provided by Motorola Solutions ("**Software**"), whether hosted by Motorola Solutions or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the Motorola Solutions Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

(xii) **Non-FCRA Use Restrictions.** The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection



of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(xiii) FCRA Services. If a Customer desires to use a product described in a Schedule A (Customer price schedule) as an FCRA product, Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

2. TERMS APPLICABLE TO PUBLIC SAFETY DATA EXCHANGE DATABASE

I. Public Safety Data Exchange Database

1. Motorola Solutions maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and state and local law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by Motorola Solutions data and technology.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information that may be used for analysis, investigations and reporting (the "Customer Data Contribution").
3. LN's obligations.
 - a. Motorola Solutions agrees to provide PSDEX information to Customer.
 - b. Motorola Solutions agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
4. Customer obligations.
 - a. Customer agrees to submit to Motorola Solutions, with reasonable promptness and consistency, Customer Data Contributions.
 - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to Motorola Solutions and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to Motorola Solutions with respect to an incident or subject constitutes a Customer Data Contribution.
 - c. Customer's disclosure of information to Motorola Solutions is and will be in compliance with all applicable laws, regulations and rulings.
 - d. Customer agrees to notify Motorola Solutions promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to Motorola Solutions. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with Motorola Solutions should any inquiry about the Customer Data Contributions arise.
 - e. The following named individual/department shall serve as the contact person(s) for submissions made to Motorola Solutions. The contact person shall respond to requests from Motorola Solutions for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not reasonably withhold from Motorola Solutions information on any such submission. Motorola Solutions shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name:

Title:

Address:

Phone:



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Fax:
Email:

- f. Customer agrees that it will access information contributed to PSDEX by other customers only through Motorola Solutions.
- g. Customer agrees that Motorola Solutions and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases Motorola Solutions and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by Motorola Solutions or each such other PSDEX customer's negligence, gross negligence, willful misconduct and other acts and omissions in reporting or updating incidents of alleged wrongdoing for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. Public Safety Exchange Database General Terms

- 1. **LICENSE GRANT.** Customer, at no charge, hereby grants to Motorola Solutions a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute to PSDEX customers the Customer Data Contributions for use in PSDEX and all successor databases and/or information services provided by Motorola Solutions or LexisNexis.
- 2. **GOOGLE GEOCODER.** Motorola Solutions used Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by Motorola Solutions to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
- 3. **DATA DISCLAIMER.** Motorola Solutions is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the Motorola Solutions Services or the use of the Motorola Solutions Services or data therein by any third party, including the public or any law enforcement or governmental agencies.
- 4. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). Motorola Solutions has no control over these Linked Sites or the content within them. Motorola Solutions cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. Motorola Solutions does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against Motorola Solutions for any damages or losses whatsoever resulting from such use.
- 5. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by such customer, all data will be retained by Motorola Solutions and remain accessible by other PSDEX customers in accordance with the provisions of this Addendum and a de-identified subset of the data will remain available to the general public through the [CrimeReports.com](https://www.crimereports.com) service or its successor database.

3. SECURITY.

3.1 Security of Information. Customer acknowledges that the information available through the Motorola Solutions Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Customer must name a System Administrator who will be responsible for maintaining the following records: 1) User IDs including a complete list of each user name



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer Agreement^(TM) that authorizes Customer to purchase equipment and/or services or license software (collectively "Products^(TM)"). If no Underlying Agreement exists between Customer and Motorola, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

associated with each User ID, ensuring that each User ID is assigned to only one individual. User IDs and passwords may not be shared, and "generic" User IDs and passwords are not permitted. 2) Documentation of monthly verification to ensure that each active User ID corresponds to a Customer's current employee, and confirming that employee is an authorized user. User IDs will conform to the standards at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. Accordingly, Customer shall (a) restrict access to Motorola Solutions Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the Motorola Solutions Services for personal reasons, or (ii) transfer any information received through the Motorola Solutions Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "**User IDs**") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 1, take all commercially reasonable measures to prevent unauthorized access to, or use of, the Motorola Solutions Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through Motorola Solutions Services as it is being disposed; (g) purge all information received through the Motorola Solutions Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the Motorola Solutions Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by Motorola Solutions; (i) not access and/or use the Motorola Solutions Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by Motorola Solutions; (j) take all steps to protect their networks and computer environments, or those used to access the Motorola Solutions Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the Motorola Solutions Services. Customer will immediately notify Motorola Solutions, by written notification to the Motorola Solutions and by phone (1-XXX-XXX-XXXX), if Customer suspects, has reason to believe or confirms that a User ID or the Motorola Solutions Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein.

3.2 Security Events. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further reimburse Motorola Solutions for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the Motorola Solutions Services, or any actions required as a result thereof. Furthermore, in the event that the Motorola Solutions Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in Motorola Solutions' reasonable discretion. Customer agrees that such notification shall not reference Motorola Solutions or the product through which the data was provided, nor shall Motorola Solutions be otherwise identified or referenced in connection with the Security Event, without Motorola Solutions' express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may



arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to Motorola Solutions for review and approval prior to distribution. In the event of a Security Event, Motorola Solutions may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. PERFORMANCE. Motorola Solutions will use commercially reasonable efforts to deliver the Motorola Solutions Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the Motorola Solutions Services; provided, however, that the Customer accepts all information **"AS IS"**. Customer acknowledges and agrees that Motorola Solutions obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on Motorola Solutions for the accuracy or completeness of information supplied through the Motorola Solutions Services. Without limiting the foregoing, the criminal record data that may be provided as part of the Motorola Solutions Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain Motorola Solutions Services which may be otherwise available. Motorola Solutions reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the Motorola Solutions Services. In the event that Motorola Solutions discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, Motorola Solutions will, at Customer's option, issue a prorated credit to Customer's account.

5. INTELLECTUAL PROPERTY; CONFIDENTIALITY. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Motorola Solutions Services. Customer acknowledges that Motorola Solutions (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the Motorola Solutions Services and the information that they provide. Customer shall use such materials in a manner consistent with Motorola Solutions' interests and the terms and conditions herein, and shall promptly notify Motorola Solutions of any threatened or actual infringement of Motorola Solutions' rights. Customer and Motorola Solutions acknowledge that they each may have access to confidential information of the disclosing party ("**Disclosing Party**") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of Motorola Solutions' information, product information, pricing information, product development plans, forecasts, the Motorola Solutions Services, and other business information ("**Confidential Information**"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "**Trade Secret**" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth under applicable law. Each receiving party ("**Receiving Party**") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than



a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify Motorola Solutions in writing and provide Motorola Solutions an opportunity to object, if so permitted thereunder, prior to any disclosure.

6. DISCLAIMER OF WARRANTIES. MOTOROLA SOLUTIONS (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, MOTOROLA SOLUTIONS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "MOTOROLA SOLUTIONS") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MOTOROLA SOLUTIONS SERVICES. MOTOROLA SOLUTIONS DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE MOTOROLA SOLUTIONS SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the Motorola Solutions Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The Motorola Solutions Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

7. LIMITATION OF LIABILITY. Neither Motorola Solutions, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the Motorola Solutions Services) for any loss or injury arising out of or caused in whole or in part by use of the Motorola Solutions Services. If, notwithstanding the foregoing, liability can be imposed on Motorola Solutions, Customer agrees that Motorola Solutions' aggregate liability for any and all losses or injuries arising out of any act or omission of Motorola Solutions in connection with anything to be done or furnished under these Master Terms, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount of fees actually paid by Customer to Motorola Solutions under this Agreement during the six (6) month period preceding the event that gave rise to such loss or injury. Customer covenants and promises that it will not sue Motorola Solutions for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against Motorola Solutions. IN NO EVENT SHALL Motorola Solutions BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER.

8. AUDIT. Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of these Master Terms, Motorola Solutions' obligations under its contracts with its data providers, and Motorola Solutions' internal policies, Motorola Solutions may conduct periodic reviews and/or audits of Customer's use of the Motorola Solutions Services. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Motorola Solutions will be subject to immediate action including, but not limited to,



suspension or termination of the license to use the Motorola Solutions Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

9. EMPLOYEE TRAINING. Customer shall train new employees prior to allowing access to Motorola Solutions Services on Customer's obligations under these Master Terms, including, but not limited to, the licensing requirements and restrictions under Paragraph 1, the security requirements of Paragraph 3. Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to Motorola Solutions Services no less than annually. Customer shall keep records of such training.

10. CUSTOMER INFORMATION. Customer certifies that Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to Motorola Solutions, the Motorola Solutions Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("**FDCPA**") (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement. Customer shall notify Motorola Solutions immediately of any changes to the information on Customer's Application for the Motorola Solutions Services, and, if at any time Customer no longer meets Motorola Solutions' criteria for providing service, Motorola Solutions may terminate this agreement. Customer is required to promptly notify Motorola Solutions of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

11. CHANGE IN AGREEMENT. By receipt of the Motorola Solutions Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as Motorola Solutions shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. Motorola Solutions may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the Motorola Solutions Services. Customer understands that such restrictions or changes in access may be the result of a modification in Motorola Solutions policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by Motorola Solutions of such restrictions, Customer agrees to comply with such restrictions.

AUTHORIZATION AND ACCEPTANCE OF TERMS





I HEREBY CERTIFY that I am executing this Exhibit__, to the Subscription Services Agreement as the authorized representative of Customer and that I have direct knowledge of and affirm all facts and representations made above.

CUSTOMER:

Signature

Print Name

Title

D a t e d (m m / d d / y y)



LexisNexis Risk Solutions Government Application

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information please Full legal name of agency:		do not use abbreviations Main phone number for address*: *If this is a cell, additional documents may be required	
If this application is for an additional account, Parent account number:		Fax number:	
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):		Previous address if at the current address less than 6 months:	
Website address:		External Agency IP Address (https://www.whatismyip.com):	
External Agency IP Range – From:		External Agency IP Range – To:	
Agency information: n Federal Government	n Federal Law Enforcement	n Local/Municipal Government	
n State Government	n State Law Enforcement	n Local/Municipal Law Enforcement	
n Other (please explain): Section II – Administrator and (for additional administrators, please Product Administrator or Main Contact (first & last name):		Mai n Title:	provide Contact Information additional
E-Mail Address:		Admin IP Address:	
Required for local and municipal agencies:			
Administrator Home Address (street, city, state, zip):		Administrator Date of Birth:	



Section III – Billing Billing Contact (first & last name): check here if same as Administrator ☐		Information Title:
Billing Address (street, city, state, zip):		Telephone:
E-Mail Address:		Sales Tax Exempt: ☐ No ☐ Yes – please provide proof of exemption
Do you require a PO number on invoice:		
☐ No ☐ Yes If Yes, provide PO Number:		
Section IV – Business-to-Business Vendor Reference Required for local and municipal agencies:		
Company Name:		Contact:
Business Address (street, city, state, zip):		Contact Phone Number:
E-mail Address:		Account Number (if applicable):
Section V – Site Visits – Site visits may be required to assure Applicant eligibility for Applicant agrees to authorize a site visit by LN or its approved completion. If the contact for coordinating the site visit is the site visit contact's information below:		LN products or services. By submitting this Application, third-party, and agrees to cooperate in its not identified above as the Administrator, please provide
Contact Name:		Contact Phone:
Contact Email Address:		on behalf of the Agency listed above and that
Signature I HEREBY CERTIFY that I am authorized to execute this Application I have direct knowledge of the facts stated above.		
Applicant Signature:		Date Signed:
Applicant Name:		Title:



NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT**Customer (Agency)****Name:** _____**DBA:** _____**Address:** _____**City, State,** _____**Zip:** _____**Contact** _____ **Phone:** _____**Name:** _____**REQUIRED Please describe your****purpose of use:** _____

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA").

Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA.

To certify, check here: ☐ Proceed to SECTION 3. QUALIFIED ACCESS



SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

- ☐ No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
☐	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
☐	In required institutional risk control programs.
☐	In resolving consumer disputes or inquiries.
☐	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
☐	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
☐	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
☐	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.



SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

- ☐ No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

☐	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
☐	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
☐	Use by a government agency, but only in carrying out its functions.
☐	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
☐	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
☐	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
☐	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
☐	For use in providing notice to the owners of towed or impounded vehicles.
☐	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.



SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

n Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE n

Customer is requesting access to QA Data. Complete the sections below.

What department will be using
QA Data? _____

SOCIAL SECURITY NUMBERS

n Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

n	Federal, state or local government agency with law enforcement responsibilities.
n	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
n	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
n	Collection department of a creditor.
n	Collection company acting on behalf of a creditor or on its own behalf.
n	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

n	Location of suspects or criminals.
n	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
n	Location of individuals alleged to have failed to pay taxes or other lawful debts.
n	Identity verification.
n	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer Agreement("") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

DRIVER'S LICENSE NUMBERS

- ☐ Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).



SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

- ☐ No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

- a. DMF Agreement: The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.
- b. Certification Form: The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.
- c. DMF: The federal Death Master File.
- d. NTIS: National Technical Information Service, U.S. Department of Commerce
- e. Open Access DMF: The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. Limited Access DMF: Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

- (a)** Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):
- ☐ Legitimate Fraud Prevention Interest: Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.
 - ☐ Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty: Customer has one or more of the purposes permitted under 42 USC 1306c including fraud



prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

- n Fraud Prevention and identity verification purposes
- n For uses permitted or required by law
- n For uses permitted or required by governmental rules
- n For uses permitted or required by regulation
- n For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Customer and ordering, access to, and use of Limited Access DMF:

- 1. Compliance with Terms of Agreement and CFR.** Customer of Limited Access DMF must comply with the terms of the DMF Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Customers may not further distribute the Limited Access DMF.
- 2. Change in Status.** Should Customer's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Customer agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Customer cease to have access rights to Limited Access DMF, Customer shall destroy all Limited Access DMF, and will certify to LN in writing that is has destroyed all such DMF.
- 3. Security and Audit.** Customer will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Customer understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Customer's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Customer and the person attempting such access. Customer will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Customer must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Customer agrees to be subject to audit by LN and/or NTIS to determine Customer's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Customer agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS



and/or LN as part of any audits conducted hereunder. Customer will not resell or otherwise redistribute the Limited Access DMF.

- 4. Penalties.** Customer acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Customer to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
- 5. Law, Dispute Resolution, and Forum.** Customer acknowledges that this Addendum is governed by the terms of federal law. Customer acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.
- 6. Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Customer specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Customer.
- 7. Indemnification.** To the extent not prohibited by law, Customer shall indemnify and hold harmless NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Customer's, Customer's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
- 8. Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
- 9. Conflict of Terms.** Customer acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:

Signature

Print Name

Title

Dated

(mm/dd/yy)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer Agreement^(m) that authorizes Customer to purchase equipment and/or services or license software (collectively "Products^(m)"). If no Underlying Agreement exists between Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: Fire Department

Agenda Item No. 6.o.

AGENDA ITEM: Discussion, consideration, and possible action to negotiate the purchase of 2 new ambulances not to exceed \$325,000 each pending final approval from City Council and reimbursement from the Grady County 522 EMS District.

I. BACKGROUND/DESCRIPTION:

With the addition of the 6 personnel for the Fire Department, we will not have a quality reserve ambulance in our fleet. Having a good reliable backup ambulance is vital to providing adequate care for our citizens. This back-up ambulance will serve as a reserve ambulance in the instance that one of our front line ambulances is down for maintenance and can serve as a fourth out ambulance if needed. At this time it is hard to determine an exact price as we are looking at demo ambulances and to possibly build an ambulance from scratch. The prices range from \$200-300,000 and must meet the acceptance of the 522 District's standardization plan. No purchase will be made if the 522 District does not approve reimbursement for the purchase.

II. RECOMMENDED ACTION:

Staff recommends the authorization of up to 2 ambulances to be purchased pending approval for reimbursement from the Grady County 522 EMS. This purchase will not take place if the Grady County 522 does not agree to reimburse the city.

III. FISCAL INFORMATION - A purchase will only happen if the Grady County 522 EMS district approves reimbursement.

IV. FUND INFORMATION:

Dept. Director: Tony Samaniego, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date:	(From)		

May 2, 2022		
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V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: Administration

Agenda Item No. 6.p.

AGENDA ITEM: Discussion, consideration and possible action to establish a volunteer program for the City of Chickasha.

I. BACKGROUND/DESCRIPTION:

The City of Chickasha

II. RECOMMENDED ACTION:

The City of Chickasha desires to establish a volunteer program which includes an application and handbook. Volunteers can be a useful resource in providing assistance to programs within the departments.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 5, 2022	(From)		

V. ATTACHMENTS:

1. Volunteer Waiver and Release
2. Adult Volunteer Application Packet
3. Volunteer Handbook

**CITY OF CHICKASHA WAIVER AND RELEASE
OF LIABILITY FORM FOR VOLUNTEERS**

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. BEFORE SIGNING THIS WAIVER AND RELEASE OF LIABILITY, READ THIS ENTIRE DOCUMENT CAREFULLY. IF YOU SIGN THIS WAIVER AND RELEASE OF LIABILITY AND AN INCIDENT OCCURS RESULTING IN INJURY OR LOSS OF PROPERTY, THEN YOU WILL BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL.

This Waiver and Release of Liability, executed on this _____ day of _____, 20____, by _____ (the "Volunteer") in favor of the City of Chickasha, the Chickasha Municipal Authority, the Chickasha Municipal Airport Authority, and the Chickasha Industrial Authority and each of their elected officials, officers, employees and agents (collectively "Municipality").

WAIVER AND RELEASE

The Volunteer freely, voluntarily and without duress executes this Waiver and Release under the following terms:

For good and valuable consideration including Volunteer's ability to participate as a volunteer with the Municipality, Volunteer (or parent/guardian on behalf of Volunteer who is under 18 years of age) does hereby release and forever discharge and hold the Municipality harmless from any and all liability, claims and demands, either in law or in equity, which arise or may hereafter arise from Volunteer's activities with the Municipality. Volunteer (or parent/guardian on behalf of Volunteer who is under 18 years of age) further agrees on behalf of Volunteer and Volunteer's heirs, assigns and the like, to hold harmless, indemnify and defend the Municipality and its officers, directors, employees, and agents from and against any and all liability, loss, damage, expenses, costs (including attorney fees) arising in any way out of Volunteer's participation as a volunteer with the Municipality including, but not limited to, any acts or omissions to act which the Volunteer may commit.

The Volunteer understands this Waiver and Release discharges the Municipality from any liability or claim the Volunteer may have against the Municipality with respect to any bodily injury, personal injury, illness, death or property damage that may result from the Volunteer's activities with the Municipality, whether caused by the Volunteer or by the negligence of the Municipality or its officers, directors, employees, agents or otherwise. However, the Municipality and the Volunteer understand the Municipality is not released from liability for harm incurred by the Volunteer which results from the Municipality's intentional or reckless conduct.

The Volunteer understands the Municipality does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, healthy, or disability insurance in the event of injury or illness to the Volunteer.

ACTIVITIES

The Volunteer desires to work as a volunteer for the Municipality and engage in the activities related to being a volunteer (the “Activities”). The Volunteer understands the activities may include, but not be limited to _____.

The Volunteer understands the Activities may require, but not be limited to, bending, lifting, walking, tossing, carrying, reaching, crouching, twisting, turning, moving among/around vehicles and interacting with citizens.

The Volunteer understands the Activities include work that may be hazardous to the Volunteer. Such hazards include, but are not limited to, slipping, tripping, falling, sprains, strains, breaks, bumps, bruises, abrasions and other injuries from bending, twisting, turning, crouching, reaching and from moving, tossing, lifting and carrying items, injuries if struck by a vehicle, cuts up to and including amputation and death, auditory damage from loud noise, damage to the eye, skin and respiratory system from exposure to chemicals, exhaust and other substances, damaging exposure to sun, wind and rain.

The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the Municipality from any and all liability for injury, illness, death or property damage resulting from the Activities and caused by the Volunteer or by the negligence of the Municipality.

MEDICAL TREATMENT

The Volunteer warrants and represents that Volunteer has consulted with a medical doctor with regard to Volunteer’s personal medical needs and represents that Volunteer will not engage in any activity for which Volunteer has not received clearance from a medical doctor. Volunteer is aware of any applicable personal medical needs and conditions and has arranged through insurance or otherwise to meet any and all need for payment of medical costs that may accrue or occur while Volunteer is participating the Activities. The Volunteer does hereby release and forever discharge the Municipality from any claim whatsoever which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s activities with the Municipality.

INSURANCE

The Volunteer understands the Municipality does not carry or maintain health, medical or disability insurance coverage for any volunteer. Each volunteer should obtain his/her own medical or health insurance coverage.

EARLY TERMINATION OF SERVICES OR ACTIVITY

The Municipality reserves the right to terminate Volunteer's services or Activities at any time with or without cause or notice. Volunteer agrees that although Volunteer is not an employee of the Municipality, Volunteer will act in accordance with all applicable Municipal policies while engaged in the Activities.

PHOTOGRAPHIC RELEASE

The Volunteer does hereby grant and convey unto the Municipality all right, title and interest in any and all images and video or audio recordings made by the Municipality during Volunteer's activities with the Municipality including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

CONSTRUCTION OF WAIVER AND RELEASE AND SEVERABILITY

The Volunteer expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Oklahoma and that this agreement shall be governed and interpreted by Oklahoma law. It is further agreed that nothing in this Waiver and Release shall be construed as a waiver, replacement or forfeiture of any other legal rights and defenses available to the Municipality. The Volunteer agrees that in the event any clause or provision of this Waiver and Release is deemed invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release which shall continue to be enforceable.

I certify that I am at least 18 years of age and have read this Waiver and Release of Liability thoroughly and fully understand and enter into it on behalf of myself, my heirs, next of kin, assigns and personal representatives. No one has made any representations, statements or inducements that change or modify anything written in this Waiver and Release of Liability.

Volunteer's Full Name _____

Volunteer's Address _____

Volunteer's Phone _____
(Home) (Cell)

Volunteer's Signature & Date _____
(Signature) (Date)

EMERGENCY CONTACT INFORMATION

Emergency Contact Full Name _____

Emergency Contact Address _____

Emergency Contact Phone _____
(Home) (Cell)

IF VOLUNTEER IS UNDER AGE 18, VOLUNTEER'S PARENT/GUARDIAN MUST COMPLETE THE FOLLOWING SECTION

As parent, guardian or temporary guardian with legal responsibility for the Volunteer, I certify that I have read the preceding waiver and release of liability and by signing below consent to the named minor volunteer's participation subject to the terms and conditions of the Waiver and Release of Liability. No one has made any representations, statements or inducements that change or modify anything written in this Waiver and Release of Liability.

Minor Volunteer's Full Name _____

Parent/Guardian's Full Name _____

Parent/Guardian's Address _____

Parent/Guardian's Phone _____
(Home) (Cell)

Parent/Guardian's Signature & Date _____
(Signature) (Date)

Adult Volunteer Application

OFFICE USE ONLY	
Date Received	_____
Security Check Sent	_____
Security Check Received	_____
Date Approved	_____

This form must be completed in its entirety, using either black or blue ink. Please print clearly.

All information marked with an asterisk (*) is required for the background check. Your application will not be processed unless all required information is disclosed.

*Last Name:		*First Name:		*Middle Initial:	*Social Security Number:
Street Address:			City:		State: ZIP Code:
Previous Address, if current is less than 6 months:			City:		State: ZIP Code:
Day Phone:	Work Phone:	Cell Phone:		Email Address:	
Languages Spoken:	*Sex (check one): ☐ Female ☐ Male	*Birth date:		*Race/Ethnic Group (check one): ☐ American Indian/Alaskan Native ☐ Asian/Pacific Islander ☐ Black/African American ☐ Hispanic ☐ White/European ☐ Other	
Are you a citizen of the United States? ☐ Yes ☐ No					
If no, do you have the right to work and live in the U.S.? ☐ Yes ☐ No					
Have you ever been convicted of a felony? ☐ Yes ☐ No		If so, when (year) _____ and where?			
Nature of conviction: _____					

Please read the following information carefully, then sign and date below.

ACCURACY OF INFORMATION: I hereby certify that I have reviewed the information on each page of this application to make sure that all parts are complete and correct. I understand that my eligibility will be based on the information contained in this application.

FALSIFICATION OF INFORMATION: I hereby certify that all statements made on this application are true and correct. I understand that any false statement made by me on this application could be sufficient cause for dismissal from the volunteer position.

VERIFICATION OF INFORMATION: I understand that as a volunteer for the City of Chickasha, I will be subject to a background check, including criminal history. I authorize the City of Chickasha to investigate and verify the facts claimed by me on this application.

Signature _____ Date _____

Would you like your name and contact information to be shared with other volunteer organizations? ☐ Yes ☐ No

City of Chickasha Staff Use Only

Interviewed by: _____ Title: _____

Interviewer's comments/recommendations: _____

Interviewer's Signature _____ Date _____

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OF LIABILITY FORM FOR VOLUNTEERS**

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This Waiver and Release of Liability, executed on this _____ day of _____, 20____, by _____ (the "Volunteer") in favor of the City of Chickasha, the Chickasha Municipal Authority, the Chickasha Municipal Airport Authority, and the Chickasha Industrial Authority and each of their elected officials, officers, employees and agents (collectively "Municipality").

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The Volunteer freely, voluntarily and without duress executes this Waiver and Release under the following terms:

For good and valuable consideration including Volunteer's ability to participate as a volunteer with the Municipality, Volunteer (or parent/guardian on behalf of Volunteer who is under 18 years of age) does hereby release and forever discharge and hold the Municipality harmless from any and all liability, claims and demands, either in law or in equity, which arise or may hereafter arise from Volunteer's activities with the Municipality. Volunteer (or parent/guardian on behalf of Volunteer who is under 18 years of age) further agrees on behalf of Volunteer and Volunteer's heirs, assigns and the like, to hold harmless, indemnify and defend the Municipality and its officers, directors, employees, and agents from and against any and all liability, loss, damage, expenses, costs (including attorney fees) arising in any way out of Volunteer's participation as a volunteer with the Municipality including, but not limited to, any acts or omissions to act which the Volunteer may commit.

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I certify that I am at least 18 years of age and have read this Waiver and Release of Liability thoroughly and fully understand and enter into it on behalf of myself, my heirs, next of kin, assigns and personal representatives. No one has made any representations, statements or inducements that change or modify anything written in this Waiver and Release of Liability.

Volunteer's Full Name _____

Volunteer's Address _____

Volunteer's Phone _____
(Home) (Cell)

Volunteer's Signature & Date _____
(Signature) (Date)

EMERGENCY CONTACT INFORMATION

Emergency Contact Full Name _____

Emergency Contact Address _____

Emergency Contact Phone _____
(Home) (Cell)

IF VOLUNTEER IS UNDER AGE 18, VOLUNTEER'S PARENT/GUARDIAN MUST COMPLETE THIS SECTION

As parent, guardian or temporary guardian with legal responsibility for the Volunteer, I certify that I have read the preceding waiver and release of liability and by signing below consent to the named minor volunteer's participation subject to the terms and conditions of the Waiver and Release of Liability. No one has made any representations, statements or inducements that change or modify anything written in this Waiver and Release of Liability.

Minor Volunteer's Full Name _____

Parent/Guardian's Full Name _____

Parent/Guardian's Address _____

Parent/Guardian's Phone _____
(Home) (Cell)

Parent/Guardian's Signature & Date _____
(Signature) (Date)

VOLUNTEER ACKNOWLEDGMENT FORM

The undersigned acknowledges that he/she has received and has reviewed a copy of the Volunteer Policy Handbook of the City of Chickasha and the Chickasha Public Works Authority.

I understand that I am governed by the contents of the Handbook and that it is my responsibility to familiarize myself with the volunteer policies of the City. I acknowledge and agree that nothing contained in the Handbook creates a contract of employment and that the policies and procedures contained in this Handbook do not give rise to a property right. I recognize and agree that no individual is authorized to alter or modify the terms and conditions of this handbook without authorization of the City Manager. I further understand that this Handbook supersedes any prior versions and that the City retains the right to revoke, change or amend any of the policies and procedures in the Handbook at any time, with or without prior notice.

I have read or have had read to me the above statement, understand its meaning and agree to comply with the same.

Volunteer

Date

Witness

City of Chickasha

Volunteer Handbook

Policies for Conduct and Behavior

AGE REQUIREMENTS

It is the discretion of each volunteer program in the city whether to accept youth volunteers (between the ages of 14-18), including the ages of volunteers that they accept, and the ages at which volunteers can participate unsupervised by a parent or guardian.

ALCOHOL AND DRUGS

The City of Chickasha provides a drug-free, smoke-free, healthy and safe environment. While volunteering in City of Chickasha buildings or facilities and conducting City of Chickasha volunteer activities away from city premises, a volunteer may not use, possess, distribute, sell or be under the influence of alcohol, marijuana or illegal drugs.

The legal use of prescribed drugs is permitted during volunteer service only if it does not impair a volunteer's ability to perform his/her duties. Volunteers must advise their supervisor if they are taking any prescription or over-the-counter drug that could adversely affect safety or performance.

ATTENDANCE

Volunteers are expected to perform their duties as scheduled and agreed upon with their volunteer supervisor. The positions that volunteers fill and the tasks that they are assigned to accomplish are critical to the City of Chickasha's success.

Volunteers are an integral part of our programs and their absence may significantly affect staff schedules and programs. If a scheduling conflict arises and you are unable to fulfill your commitment or are going to be late, please contact your supervisor at least 24 hours in advance so staffing can be adjusted.

BACKGROUND CHECK

The City of Chickasha will conduct a background check on volunteers.

CONFIDENTIALITY

Volunteers are responsible for maintaining the confidentiality of all proprietary or privileged information to which they are exposed while serving as a volunteer.

Information, both verbal and written, regarding clients, volunteers and employees is to be kept confidential at all times and not to be discussed with anyone other than the appropriate City of Chickasha staff members.

CONFLICT OF INTEREST

The City of Chickasha is judged in large part by the individual and collective performance of its employees and volunteers. Each volunteer must act in a manner that will safeguard the reputation and integrity of the City of Chickasha and will preserve and strengthen public trust, and confidence in the City of Chickasha's work.

Conflict of interest occurs when a volunteer is in a position to influence a decision that may result in a personal gain or benefit to oneself, other people, organizations, institutions or businesses as a result of City of Chickasha business dealing.

Some of the more common situations pertaining to a volunteer's potential for conflict of interest are set out below. This list is illustrative only and should not be regarded as all-inclusive:

- No Acceptance of Payment or Gifts for Service: No volunteer shall accept payment (including gifts, cash, concessions, services or other similar item or benefits) for services rendered as part of his or her volunteer service. This includes payment for speaking engagements or for participation in workshops or similar activities. This excludes city volunteer recognition awards or small tokens of appreciation at volunteer events.
- Improper Influence: Any individual, while serving in a volunteer capacity, should not attempt to influence the City of Chickasha's position on any issue, matter or transaction nor participate in any discussions pertaining to a related organization. While volunteering, the volunteer should not act on his or her own behalf or on behalf of another person, business or organization, to influence an issue, matter or transaction. On personal time (while not volunteering), you are welcome to share your opinion and advocate for your interests as private citizens using the channels available to all community members.
- Inside Information: Information obtained while volunteering should not be used either for the purposes of gaining advantage for one's self, a close relative, a business, another organization or for any other purpose not specifically approved by the City of Chickasha.
- Political Activities: Volunteers must not engage in political activities during their volunteer service on behalf of the City of Chickasha. Volunteers participate as individuals and not as representatives of the City of Chickasha. To avoid any

inference of support or sponsorship by the City of Chickasha, a volunteer must never represent that his or her political donation, endorsement or other political activity was made or engaged in with the approval, or on behalf, of the City of Chickasha.

Volunteers may attend and express their views and opinions at City Council meetings or any other public meetings. Volunteers may participate in political activity; provided, the political activity may occur only during off-duty hours, while not on City property and while not using any City property. No Volunteer will be forced, threatened, intimidated or coerced into campaigning, making a financial contribution to or obligating himself to contribute labor in support of any candidate for office.

- The Making of Statements: No volunteer shall misidentify himself or herself as an employee of the City of Chickasha in connection with any matter as to which he or she is not authorized as a representative of the City of Chickasha and to express an opinion on its behalf.

DISCRIMINATION

The City of Chickasha promotes an inclusive multi-culturally diverse workplace. The city recognizes, understands and respects the interests and concerns of its diverse staff, volunteers and participants. We are committed to providing a positive volunteer environment free of discrimination and harassment. Each volunteer is personally responsible for maintaining such a work environment. The City of Chickasha prohibits any actions, words or comments based on an individual's race, sex, sexual preference, ethnic background, age, religion, physical condition or other legally protected characteristics.

Any volunteer who believes that he or she is a victim of sexual or discriminatory harassment is encouraged to let the harasser know that his or her behavior is unwelcome. In addition, volunteers who believe they have been harassed should immediately report the matter to the volunteer supervisor or a member of the city staff.

DISMISSAL

The City of Chickasha reserves the right to terminate or modify volunteer service for any or no reason. All volunteers are expected to respect and comply with local, state and federal laws, rules and regulations.

GRIEVANCES AND COMPLAINTS

If you have a grievance or complaint with a staff member, you should discuss it with your supervisor immediately. Volunteers who are not comfortable discussing a grievance with their volunteer supervisor should contact the City Manager's Office.

HOURS

Volunteers must keep accurate records of the time spent volunteering, including days and times.

INTELLECTUAL PROPERTY POLICY

Intellectual or physical property developed by volunteers during City of Chickasha volunteer activities becomes the property of the City of Chickasha.

MEDIA

All communications and interviews (face-to-face, telephone, written or email) with the media must be approved by the City Manager. Volunteers approached by a member of the media should be referred to their supervisor or, if not available, another city employee who will relay the information to the City Manager for follow-up.

PERSONAL VEHICLE USE POLICY

If you use your personal car to get to and from your volunteer experience, your personal car insurance is the sole coverage for any casualty or liability claims when traveling to or from your volunteer assignment.

If you use a personal vehicle to conduct your volunteer work, you must receive consent and complete the motor vehicle report (MVR) check. Additionally, you must provide proof of insurance and a valid driver's license. A volunteers' personal insurance is the primary coverage in the event of an accident. Traffic citations received while operating a vehicle are the responsibility of the driver operating the vehicle. Anything not covered by your insurance will be evaluated under the city's coverage. Volunteers are prohibited from transporting community members in their personal vehicle for city volunteering purposes. If a special situation arises, volunteers must seek prior approval from their supervisor.

Volunteers are also prohibited from using city vehicles.

Volunteers are advised that the City may periodically check the driving record of any volunteer whose duties for the City require the volunteer to operate a vehicle.

RESIGNATION

Most volunteer positions are for a defined time period and volunteers are asked to honor that time commitment. However, volunteers may resign at any time for any reason. As a

volunteer, you cannot be required to do work that you don't want to do. Please let us know if a position is not working for you. In some cases, we may be able to adjust a role to help ensure a better fit. In other cases, we may be able to find another volunteer position to better fit your needs. If you do need to resign from your role, we ask that you let us know with as much advance notice as possible and the reason for the decision.

Ideally, if you decide to resign from your volunteer position, the City of Chickasha would greatly appreciate a two-week advance notice in writing to your supervisor. If an emergency is prompting resignation, notice should be given as soon as possible.

SOCIAL MEDIA

Social media, including networking sites and blogs, are increasing in popularity. The City believes that social media, if used properly, can assist in raising the visibility and support for the City's business as well as businesses and activities in the community.

When volunteers of the City create their own blogs, create a LinkedIn profile, Twitter account, use Facebook and other social media platforms, they are impacting not only their own personal image but potentially that of the City when the profile indicates that the person is an volunteer of the City or that the activity that is the source of the content is or was an activity of the City.

Therefore, the City asks volunteers to follow these guidelines:

1. Maintain confidentiality- do not divulge proprietary or confidential information about the City or any of its volunteers;
2. Represent yourself accurately- if you are commenting on a topic related to the City's business, make it clear that your comments are made in your personal capacity, and not on behalf of the City's administration;
3. Be accurate: provide value by accurate information;
4. Be respectful- while it is appropriate to disagree with the ideas and positions of others, it should be done in a respectful manner. The City does not tolerate intimidating or threatening comments that related, directly or indirectly, in any way to the business of the City.

Please keep the following guidelines in mind regarding your online identity:

1. Even when using social media sites on a personal basis, please remember to follow the City's policies prohibiting threats and intimidation.
2. The City is not interested in limiting your ability to participate in personal social networks with a personal email address outside of your volunteer duties. However, what

you publish on these sites should never be attributed to Chickasha. Please make it clear that you are speaking for yourself. Furthermore, even if you do not mention Chickasha, that information is readily ascertainable and could reflect poorly upon you and the City. Please use common sense when making online comments, even if you intend for them only to be personal in nature. If you choose to use your volunteer affiliation on a social network, then you should regard all communication on that network as you would in a professional network.

3. Be aware of your association with Chickasha in online social networks. If you identify yourself as a Chickasha volunteer, ensure your profile, photographs and related content is consistent with how you wish to present yourself. In particular, if your name on Twitter is related to Chickasha's business, be sure that the majority of your "tweets" are on this topic.

4. As they are in the public domain, Chickasha reserves the right to monitor social media sites and blogs.

You may take photos and videos while volunteering for personal use or on behalf of the department, but are prohibited from distributing photos of youth or sensitive populations on personal social media pages without the permission from staff.

TECHNOLOGY POLICY

Certain volunteers are provided computers and access to the Internet to assist them in the performance of their duties. As with other aides and devices, the use of computers and access to the Internet is to be limited to use in the performance of duties for the City. Volunteers are prohibited from using the City's computers and Internet access to download games or other entertainment software or to play games over the Internet.

As with other City property provided to assist volunteers in performing assigned duties, volunteers are advised that they have no expectation of privacy in anything that they create, store, send or receive on the City's internet system. Volunteers are advised that the City reserves the right to monitor all computer usage, including Internet usage, at any time, with or without notice. This includes, but is not limited to, monitoring sites visited, monitoring chat groups, reviewing materials downloaded or materials uploaded by any user to the Internet, whether or not such use was authorized.

No volunteer is authorized to modify any such items without the prior written permission of the volunteer's supervisor. This includes, without limitation, a prohibition against loading floppy disks, software programs or CD-ROM operations onto the City's computers without prior permission. Volunteers are prohibited from removing City computers and software for use elsewhere. Computer games are prohibited on City equipment. A volunteer may only install and use a password on a City computer with the consent of the

City Manager. All passwords, except those on law enforcement computers, must be provided to the City Manager and City Clerk.

The City strives to maintain a workplace free of harassment and is sensitive to the diversity of its volunteers. Therefore, the City prohibits the use of computers, Internet, e-mail system, voice mail and all other communications and information systems in any manner which is disruptive, offensive, disrespectful or harmful to the morale of the volunteers. Fraudulent, harassing, obscene or unlawful messages and/or materials are not to be sent, printed or stored on City equipment.

CITY PROPERTY

The City may provide various items including, but not limited to, radios, telephones furniture, lockers, supplies, equipment, desks, computers, printers, electronic devices, information systems, desks, internet access, files and other equipment and items ("City property") as deemed necessary for volunteers to perform their functions and duties for the City. Volunteers are prohibited from placing personal locks or other personal security devices on any City property without the express written permission of the City Manager.

City property is to be used solely in the performance of volunteers duties with the City. **Personal use of City property is prohibited.** All volunteers are expected to exercise proper care in the use of City property. Any volunteer who loses City property or who negligently damages the same may be responsible for the reasonable cost of repairing or replacing the item. Loss, damage or theft of City property should be reported at once.

City equipment and property may not be removed without prior authorization from the City Manager.

The City property is provided to volunteers solely to assist them in carrying out their duties. All items remain the property of the City. These items are not for the exclusive use of any one volunteer. As these items are the property of the City, it reserves the right to inspect, review, audit, intercept, access, disclose and/or monitor any City property at any time, with or without notice, and during or after regular volunteer hours. Consequently, volunteers have **no right to personal privacy** in any matter stored in, created on, received on, or sent over City's property. All such items must be returned upon the request of the Volunteer Supervisor, Volunteer Coordinator, or City Manager and must be returned upon the separation of the volunteer relationship.



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: Finance

Agenda Item No. 6.q.

AGENDA ITEM: Discussion, consideration and possible action to adopt Ordinance No. 2022-13 to change the purchasing policies to align with the State of Oklahoma's requirements of the Oklahoma Competitive Bidding Act codified at Oklahoma Statute Title 61, Section 101 et seq, as amended and the Public Trusts Bidding Law codified at Oklahoma Statute Title 60, Section 176 (h), as amended .

I. BACKGROUND/DESCRIPTION:

Due to these unprecedented times of chip and supply chain shortages it has become increasingly more difficult to purchase items needed to support the operations of the City of Chickasha. To ensure our ability to maintain operations and keep our citizens safe it is recommended that we amend the City of Chickasha's competitive bidding policies to align with the State of Oklahoma's requirements of the Oklahoma Competitive Bidding Act codified at Oklahoma Statute Title 61, Section 101 et seq, as amended and the Public Trusts Bidding Law codified at Oklahoma Statute Title 60, Section 176 (h), as amended . This modification should be reviewed on an annual basis.

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 5, 2022	(From)		

V. ATTACHMENTS:

1. Ord. 2022-13 Competitive Bidding Ordinance

ORDINANCE NO. 2022 - 13

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING CHAPTER 2, ARTICLE VI. FINANCE, DIVISION 2. PURCHASING POLICY AND PROCEDURES, SEC. 2-218- BIDS; FORMAL CONTRACTS; PROCEDURE TO PROVIDE THAT PURCHASES OF SUPPLIES, MATERIAL, EQUIPMENT, LABOR OR CONTRACTUAL SERVICES SHALL BE PURCHASED IN COMPLIANCE WITH THE REQUIREMENTS OF THE OKLAHOMA COMPETITIVE BIDDING ACT AND THE PUBLIC TRUST BIDDING LAWS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, STATE OF OKLAHOMA:

SECTION I. That Chapter 2, Administration, Article VI, Finance, Division 2. Purchasing Policy and Procedures, Section 2-218 of the Code of Ordinances of the City of Chickasha is hereby amended and shall hereinafter read as follows:

Sec. 2-218. - Bids; formal contracts; procedure.

(a) All purchases of supplies, material, equipment, labor or contractual services shall be purchased in compliance with the requirements of the Oklahoma Competitive Bidding Act codified at Okla. Stat. Title 61, Section 101 *et seq*, as amended and the Public Trusts Bidding Law codified at Okla. Stat. Title 60, Section 176 (h), as amended. All bids may be rejected and further notice and opportunity for competitive bidding may be given.

SECTION II. Repealer. All ordinances or parts thereof which are inconsistent with this ordinance are repealed upon effective date of this ordinance.

SECTION III. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the remaining portions of this Ordinance.

SECTION IV. Emergency. It being immediately necessary for the preservation of the public, health, peace and safety of the City of Chickasha and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof this Ordinance shall be in full force and effect immediately from and after its passage, approval as provided by law.

Adopted and approved this _____ day of _____, 2022.

Chris Mosley, Mayor

ATTESTED:

Susan M. McDaniel, Municipal Clerk

(S E A L)



City of
CHICKASHA

Meeting Type: Special Council Agenda 5-5-2022

Meeting Date: 5/5/2022

Department: City Clerk

Agenda Item No. 6.r.

AGENDA ITEM: Discussion, consideration, and possible action to pass the Emergency Clause of Ordinance 2022-13.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve the Emergency Clause of Ordinance 2022-13.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 5, 2022	(From)		

V. ATTACHMENTS:

1. Ord. 2022-13 Competitive Bidding Ordinance

ORDINANCE NO. 2022 - 13

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING CHAPTER 2, ARTICLE VI. FINANCE, DIVISION 2. PURCHASING POLICY AND PROCEDURES, SEC. 2-218- BIDS; FORMAL CONTRACTS; PROCEDURE TO PROVIDE THAT PURCHASES OF SUPPLIES, MATERIAL, EQUIPMENT, LABOR OR CONTRACTUAL SERVICES SHALL BE PURCHASED IN COMPLIANCE WITH THE REQUIREMENTS OF THE OKLAHOMA COMPETITIVE BIDDING ACT AND THE PUBLIC TRUST BIDDING LAWS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, STATE OF OKLAHOMA:

SECTION I. That Chapter 2, Administration, Article VI, Finance, Division 2. Purchasing Policy and Procedures, Section 2-218 of the Code of Ordinances of the City of Chickasha is hereby amended and shall hereinafter read as follows:

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Adopted and approved this _____ day of _____, 2022.

Chris Mosley, Mayor

ATTESTED:

Susan M. McDaniel, Municipal Clerk

(S E A L)