

NOTICE OF REGULAR 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 **REGULAR MEETING ON MONDAY, AUGUST 1, 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 Friday, July 29, 2022.



Susan M. McDaniel

Sworn to and subscribed before me on this 29th day July, 2022.

My Commission Expires: 10-1-2022




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

AUGUST 1, 2022

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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 July 18, 2022 regular meeting.
 - b. Acceptance of the Claims List.
 - c. Acceptance of the Financials for June 2022.

- d. Acknowledgement of the transfer of automated external defibrillators (AED) from the Police Department to other City departments so City departments are prepared to respond in the event of an emergency.

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

6. Discussion and Consideration

- a. Discussion, consideration, and possible action to enter into an agreement with Public Consulting Group to help secure supplemental funding from the Centers for Medicare and Medicaid Services and authorize the Mayor to execute the same.
- b. Discussion, consideration and possible action to accept the award in the amount of \$10,600.00 from the Bureau of Justice Assistance, Department of Justice (BJA), Office of Justice Programs (OJP), and Justice & Security Strategies (JSS) for the Small Rural Tribal Body Worn Camera Grant.
- c. Discussion, consideration and possible action to declare fifteen Glock 17, Generation 4 handguns as surplus and authorize them to be used for trade-in value toward the purchase of seventeen new Glock 17, Generation 5 handguns from GT Distributors under State Contract SW0220 for the purchase amount not to exceed \$6,000.00.
- d. Discussion, consideration, and possible action to approve a non-exclusive franchise agreement with Oklahoma Fiber, LLC allowing the selling of broadband data, video services and voice over internet services within the City of Chickasha.

7. Executive Session:

- a. Discussion, consideration and possible action to enter into Executive Session pursuant to 25 O.S. Section 307(B)(1) to discuss the employment, hiring, appointment of any individual salaried public officer or employee (City Manager).
- b. Discussion, consideration and possible action to reconvene open session and take appropriate action on any matter discussed in Executive Session.

8. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: Council Agenda 8-1-2022

Meeting Date: 8/1/2022

Department: City Clerk

Agenda Item No. 4.a.

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

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the July 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: August 1, 2022	(From)		

V. ATTACHMENTS:

1. City 7-18-2022

July 18, 2022

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 18th day of July 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
 Zachary Grayson, Vice-Mayor
 Kea Ginn
 Oscar Nelson
 Georgianne Hebblethwaite
 R. P. Ashanti-Alexander
 Brian Gerdes
 Nate McCalla

ABSENT: Kelly Boyd

STAFF

PRESENT: Debi Sterkel, City Attorney
 Cindy Rogers, Assistant City Manager
 Susan McDaniel, City Clerk
 Chief Rowell, Police Dept.
 Chief Samaniego, Fire Dept.
 Spencer Winzenried, Parks & Rec Director
 Jim Crosby, Public Works Director
 Lillie Huckaby, Library Director
 Rachel Bernish, Community Development Director
 Darren Martin, Chief Building Official
 Shae Mortimer, Marketing & Civic Engagement Manager

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

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6:30 p.m.

Council Member Ashanti-Alexander gave the invocation and Council Member Grayson lead the Pledge of Allegiance.

ITEM 2. **Citizen Comments:**

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

ITEM 3. **Council Communications.**

Mayor Mosley announced the appointment of Cindy Rogers to Assistant City Manager.

Council Member Ashanti-Alexander requested communications be made with the railroad regarding the issues of trains blocking vital intersections, especially on the eastern side of the City.

ITEM 3a. Patrick A. Brooks, Chickasha Community Fountain – will give an update on the downtown park being constructed.

Pat Brooks distributed a handout up describing objectives for the downtown park as well as architectural renderings.

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

ITEM 4a. Acceptance of the Minutes of the July 5, 2022, regular meeting.

ITEM 4b. Acceptance of Claims List.

ITEM 4c. Acceptance of Resolution 2022-20R amending the FY 22-23 Budget.

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

Roll call vote:

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

“Nays:” None

“Abstain:” None.

Motion carried. 8-0

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 approve Ordinance 2022-21 amending the Code of Ordinances of the City of Chickasha, Chapter 50 Traffic and Vehicles, Article VIII, Section 50-258,

Definitions, and Section 50-259, Registration with the addition of registration and the two new sections related to all electric-assisted bicycles, motorized bicycles, motor-driven cycles, and mopeds.

*This item was pulled from the Agenda by Mayor Mosley.

ITEM 6b. Discussion, consideration, and possible action to approve Resolution 2022-18R setting the annual registration fee for electric assisted bicycles, motorized bicycles, motor driven cycles, and/or mopeds.

*This item was pulled from the Agenda by Mayor Mosley.

ITEM 6c. Discussion, consideration, and possible action to waive the competitive bid process and authorize the purchase of a new 2022 Ford F150 Crew Cab Truck for Community Development under State Contract SW035 from John Vance Fleet Services in an amount not to exceed \$38,511.00.

*Motion by Council Member Hebblethwaite and second by Council Member Nelson to waive the competitive bid process and authorize the purchase of a new 2022 Ford F150 Crew Cab Truck for Community Development under State Contract SW035 from John Vance Fleet Services in an amount not to exceed \$38,511.00.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6d. Discussion, consideration, and possible action to enter into an agreement with the Oklahoma History Center for a Traveling Exhibit in an amount of \$250.00 and authorize the Mayor to execute the same.

*Motion by Council Member Ashanti-Alexander and second by Council Member Hebblethwaite to enter into a contract with The Oklahoma History Center for the rental of a Traveling Exhibit entitled *Family Album: Photographs by Pierre Tartoue*, for \$250.00 and authorize staff and the Mayor to executive the documents.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6e. **Discussion, consideration, and possible action to approve a request from The Christian Center to host the 28th Annual Jr. High All-Star Cross Country Championships from 6:00 a.m. to noon on October 13th-14th, 2022 at the Chickasha Sports Complex and waive all fees.**

*Motion by Council Member Ashanti-Alexander and second by Council Member Nelson to approve the request from the Christian Center to host the 28th Annual Jr. High All-Star Cross Country Championship on October 13th-14th, 2022 at the Chickasha Sports Complex and waive any fees.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6f. **Discussion, consideration, and possible action to approve the re-appointment of Erin Glass to the Library Board with a term expiring June 30, 2025.**

*Motion by Council Member Hebblethwaite and second by Council Member Ginn to approve the re-appointment of Erin Glass to the Library Board with a term expiring June 30, 2025.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6g. **Discussion, consideration, and possible action to Resolution 2022-19R establishing a crosswalk to be located in the 2100 block of South 9th Street.**

*Motion by Council Member Hebblethwaite and second by Council Member Gerdes to approve Resolution 2022-19R establishing a crosswalk to be located in the 2100 block of South 9th Street.

Roll call vote:

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

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“Nays:” None.
“Abstain:” McCalla.
Motion passed. 7-0-1

ITEM 6h. Discussion, consideration, and possible action to adopt Resolution 2022-17R – FY 22-23 – Amended Master Fee Schedule.

*Motion by Council Member Nelson and second by Council Member Hebblethwaite to approve Resolution 2022-17R – Amended Master Fee Schedule as presented.

Roll call vote:
“Ayes:” Gerdes, Nelson, Ginn, Hebblethwaite, Grayson, Ashanti-Alexander
McCalla, and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6i. Discussion, consideration, and possible action to declare the below real property surplus and authorize the Interim City Manager to sell the property by sealed competitive bids or public auction, subject to Council and Voter approval.

*Motion by Council Member Nelson and second by Council Member McCalla to surplus the property and authorize the Interim City Manager to sell the property by sealed competitive bids, subject to the Council and Voter approval to the following: Surface Rights Only in and to a tract of land described as the South 32.4 feet of Lot Eight (8), Block Two-Hundred Sixty-Three (263), to the City of Chickasha, Grady County, Oklahoma.

Roll call vote:
“Ayes:” Nelson, Ginn, Hebblethwaite, Grayson, Ashanti-Alexander,
McCalla, Gerdes and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6j. Discussion, consideration, and possible action to approve temporary street closure for a street festival sponsored by USAO to be held in the 100 to 300 block of Chickasha Avenue on August 20, 2022.

*Motion by Council Member Hebblethwaite and second by Council Member Ashanti-Alexander to approve temporary street closure for a street festival sponsored by USAO to

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6:30 p.m.

be held in the 100 to 300 block of Chickasha Avenue on August 20, 2022, from 3:00 p.m. to 9:300 p.m. and waive any fees.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6k. Discussion, consideration, and possible action on a tort claim filed by Renee Plemons.

*Motion by Council Member Hebblethwaite and second by Council Member Gerdes to deny the tort claim filed by Renee Plemons based on OMAG findings.

Roll call vote:

“Ayes:” Hebblethwaite, Grayson, McCalla, Gerdes, Nelson, Ginn and Mosley.

“Nays:” Ashanti-Alexander.

“Abstain:” None.

Motion passed. 7-1

ITEM 7. Adjournment:

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

Meeting adjourned.

TIME: 7:22 P.M.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

Approved this 1st day of August 2022.



City of
CHICKASHA

Meeting Type: Council Agenda 8-1-2022

Meeting Date: 8/1/2022

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 1, 2022	(From)		

V. ATTACHMENTS:

- 8-1-22 COUNCIL REPORT_Redacted

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC ONE-TIME V BONNIE MORSE	FACILITY RENTAL REFUND	125.00
		RYAN HUGGINS	FACILITY RENTAL REFUND	125.00
		BLUE CROSS - 2022	BLUE CROSS - 2022	<u>4,962.18</u>
			TOTAL:	5,212.18
ADMINISTRATION	GENERAL FUND	BLUE CROSS - 2022	DENTAL EMP/FAMILY	48.67
			MED \$1,000 DED EMP/FAM	687.59
		OKLAHOMA MUNICIPAL RETIRE	OMRF	227.50
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	1,482.30
		TRANSFER ACCOUNT	FICA	177.87
			FICA	321.90
			MEDICARE	41.60
			MEDICARE	<u>75.28</u>
			TOTAL:	3,062.71
FIRE ADMINISTRATION	GENERAL FUND	VERIZON WIRELESS	FIRE ADMIN	120.03
		BLUE CROSS - 2022	DENTAL EMP ONLY	12.66
			DENTAL EMP/FAMILY	48.67
			MED \$1,000 DED EMP ONLY	60.12
			MED \$1,000 DED EMP/FAM	687.59
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	759.21
		OKLAHOMA MUNICIPAL RETIRE	OMRF	79.99
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	1,615.48
		OKLAHOMA STATE DEPT OF HEALTH	OKLAHOMA STATE DEPT OF HEA	240.00
		TRANSFER ACCOUNT	FICA	65.82
			MEDICARE	<u>91.02</u>
			TOTAL:	3,780.59
POLICE ADMINISTRATION	GENERAL FUND	GRADY COUNTY LAW ENFORCEMENT CENTER	MONTHLY BILL	540.00
		BLUE CROSS - 2022	DENTAL EMP/CHILD	71.64
			DENTAL EMP ONLY	25.32
			DENTAL EMP/SPOUSE	25.45
			MED \$1,000 DED EMP ONLY	331.05
			MED #2,500 DED EMP/SPOUSE	405.72
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	424.00
		OKLAHOMA MUNICIPAL RETIRE	OMRF	527.09
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	3,302.29
		TRANSFER ACCOUNT	FICA	640.88
			MEDICARE	149.88
		UNIFIRST HOLDINGS, L.P.	POLICE	<u>11.96</u>
			TOTAL:	6,455.28
CEMETERY SERVICES	GENERAL FUND	BLUE CROSS - 2022	DENTAL EMP ONLY	12.66
			MED \$1,000 DED EMP ONLY	206.42
		OKLAHOMA MUNICIPAL RETIRE	OMRF	145.79
		TRANSFER ACCOUNT	FICA	120.30
			MEDICARE	<u>28.13</u>
			TOTAL:	513.30
HUMAN RESOURCES	GENERAL FUND	BLUE CROSS - 2022	DENTAL EMP/CHILD	71.64
			MED \$1,000 DED EMP/CHILD	373.62
		OKLAHOMA MUNICIPAL RETIRE	OMRF	93.80
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	26.87
		TRANSFER ACCOUNT	FICA	74.37
			MEDICARE	<u>17.39</u>
			TOTAL:	657.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LIBRARY	GENERAL FUND	OVERDRIVE	ADVANTAGE EBOOK CONTENT	1,430.00
			E-BOOK CONTENT	1,430.00
		BLUE CROSS - 2022	DENTAL EMP/CHILD	71.64
			DENTAL EMP ONLY	50.64
			DENTAL EMP/SPOUSE	25.45
			MED \$1,000 DED EMP ONLY	412.84
			MED \$2,500 DED EMP/CHILD	303.21
			MED \$2,500 DED EMP ONLY	335.04
			MED #2,500 DED EMP/SPOUSE	405.72
			OMRF	627.28
		OKLAHOMA MUNICIPAL RETIRE C & R PRINT SHOP	LET'S TALK POSTERS	28.75
			WORKERS COMP QUARTERLY	161.20
		OMAG WORKERS'COMPENSATION TRANSFER ACCOUNT	FICA	530.69
			MEDICARE	124.11
		CRANTON, BETH	ERRAND REIMBURSEMENT	17.75
			TOTAL:	5,954.32
STREET & STORM DRAINAG	GENERAL FUND	MARSHALL AUTO PARTS BLUE CROSS - 2022	PARTS & SUPPLIES	377.68
			DENTAL EMP ONLY	25.32
			DENTAL EMP/FAMILY	48.67
			DENTAL EMP/SPOUSE	25.45
			MED \$1,000 DED EMP ONLY	206.42
			MED \$1,000 DED EMP/FAM	64.51
			MED \$1,000 DED EMP/SPOUSE	499.95
			OMRF	592.45
			WORKERS COMP QUARTERLY	9,382.74
			FICA	495.75
			MEDICARE	115.93
		UNIFIRST HOLDINGS, L.P.	STREETS	82.69
			TOTAL:	11,917.56
FLEET MAINTENANCE	GENERAL FUND	OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	473.41
			TOTAL:	473.41
ACCOUNTING SERVICES	GENERAL FUND	BLUE CROSS - 2022	DENTAL EMP ONLY	37.98
			MED \$1,000 DED EMP ONLY	412.84
			MED \$2,500 DED EMP ONLY	167.52
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			OMRF	734.21
			WORKERS COMP QUARTERLY	107.47
		OKLAHOMA MUNICIPAL RETIRE OMAG WORKERS'COMPENSATION TRANSFER ACCOUNT	FICA	640.07
			MEDICARE	149.70
			PROF SERVICES THRU 06/30	3,394.04
		CRAWFORD AND ASSOCIATES PC	TOTAL:	5,628.73
COMM DEVEL/PLANNING SE	GENERAL FUND	BLUE CROSS - 2022	DENTAL EMP/CHILD	71.64
			DENTAL EMP ONLY	12.66
			MED \$1,000 DED EMP/CHILD	373.62
			MED \$1,000 DED EMP ONLY	206.42
			MED \$2,500 DED EMP/CHILD	303.21
		OKLAHOMA MUNICIPAL RETIRE	OMRF	423.69
			WORKERS COMP QUARTERLY	53.73
			FICA	376.06
		OMAG WORKERS'COMPENSATION TRANSFER ACCOUNT	MEDICARE	87.94
			TOTAL:	1,908.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
GENERAL GOVERNMENT	GENERAL FUND	CHAFFIN, MICHAEL R.	CHAFFIN, MICHAEL R.	1,800.00
		CIVIC PLUS	ADMIN SUPPORT FEE	350.00
		INTERNAL REVENUE SERVICE	2014 IRS CIVILIAN PENALTY	<u>5,507.00</u>
			TOTAL:	7,657.00
BUILDING SERVICES	GENERAL FUND	BLUE CROSS - 2022	DENTAL EMP/CHILD	71.64
			DENTAL EMP/FAMILY	48.67
			MED \$1,000 DED EMP/CHILD	373.62
			MED \$2,500 DED EMP/CHILD	303.21
		OKLAHOMA MUNICIPAL RETIRE	OMRF	349.30
			WORKERS COMP QUARTERLY	53.73
			FICA	287.60
		OMAG WORKERS'COMPENSATION	MEDICARE	67.26
		TRANSFER ACCOUNT	STATE PERMITS FEES	<u>388.00</u>
		OKLAHOMA UNIFORM BUILDING CODE COMMISS	TOTAL:	1,943.03
FIRE OPERATIONS	GENERAL FUND	MISC ONE-TIME V GUNNER COOK	LODGING	148.84
		OKLAHOMA STATE UNIVERSITY	TRAINING	87.00
		WAXIE SANITARY SUPPLY	JANITORIAL	273.02
		RICKY BURNS	CONVENTION TRAVEL EXP	550.00
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	7,863.72
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	34,464.44
		TRANSFER ACCOUNT	MEDICARE	889.58
		GRADY MEMORIAL HOSPITAL	PHYSICAL	240.00
		IAFF LOCAL 2041 (HEALTH INS)	FIR/EECH OPTION A	1,402.80
			FIRE EE/CHILD(REN) DENTAL	62.40
			FIRE EE DENTAL	68.00
			FIRE FAMILY DENTAL	365.20
			FIRE EE/SPOUSE DENTAL	69.60
			FIR/EE OPTION A	2,227.50
			FIR/EE OPTION B	248.40
			FIR/FAM OPTION A	8,544.00
			FIRE GROUP LIFE	62.10
			FIR/EESP OPTION A	1,574.40
			FIR/EE/CH VISION	33.60
			FIR/EE VISION	14.40
			FIR/FAM VISION	176.00
			FIR/EESP VISION	<u>48.00</u>
			TOTAL:	59,413.00
PATROL SERVICES	GENERAL FUND	AT&T	PATROL SERV 1528324	614.55
		VERIZON WIRELESS	PATROL SERVICES	2,318.19
		AT&T MOBILITY	PATROL SERVICES	164.92
		GIBSON GREG	GIBSON GREG	12.00
		BLUE CROSS - 2022	DENTAL EMP/CHILD	214.92
			DENTAL EMP ONLY	25.32
			DENTAL EMP/FAMILY	340.69
			DENTAL EMP/SPOUSE	25.45
			MED \$1,000 DED EMP/CHILD	1,120.86
			MED \$1,000 DED EMP ONLY	206.42
			MED \$1,000 DED EMP/FAM	2,750.36
			MED \$1,000 DED EMP/SPOUSE	499.95
			MED \$2,500 DED EMP/CHILD	303.21
			MED \$2,500 DED EMP ONLY	167.52
			MED \$2,500 DED EMP/FAMILY	563.64
		EVAN WALTON	EVAN WALTON	12.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	4,474.53
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	25,528.71
		TRANSFER ACCOUNT	FICA	2,359.41
			MEDICARE	<u>551.78</u>
			TOTAL:	42,254.43
INVESTIGATIONS	GENERAL FUND	BLUE CROSS - 2022	DENTAL EMP/CHILD	71.64
			DENTAL EMP/FAMILY	97.34
			MED \$1,000 DED EMP/CHILD	373.62
			MED \$1,000 DED EMP/FAM	687.59
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	941.31
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	4,757.72
		TRANSFER ACCOUNT	FICA	462.50
			MEDICARE	<u>108.16</u>
			TOTAL:	7,499.88
ANIMAL CONTROL	GENERAL FUND	BLUE CROSS - 2022	DENTAL EMP ONLY	12.66
			MED \$1,000 DED EMP ONLY	206.42
		OKLAHOMA MUNICIPAL RETIRE	OMRF	241.87
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	577.17
		TRANSFER ACCOUNT	FICA	206.18
			MEDICARE	<u>48.22</u>
			TOTAL:	1,292.52
MUNICIPAL COURT	GENERAL FUND	BLUE CROSS - 2022	DENTAL EMP/SPOUSE	25.45
			MED \$1,000 DED EMP/SPOUSE	499.95
		OKLAHOMA MUNICIPAL RETIRE	OMRF	115.82
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	26.87
		TRANSFER ACCOUNT	FICA	91.90
			MEDICARE	<u>21.49</u>
			TOTAL:	781.48
DISPATCH SERVICES	GENERAL FUND	BLUE CROSS - 2022	DENTAL EMP/CHILD	143.28
			DENTAL EMP ONLY	12.66
			DENTAL EMP/FAMILY	97.34
			MED \$1,000 DED EMP/CHILD	747.24
			MED \$1,000 DED EMP/FAM	64.51
			MED \$2,500 DED EMP ONLY	167.52
		OKLAHOMA MUNICIPAL RETIRE	OMRF	533.68
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	161.20
		TRANSFER ACCOUNT	FICA	436.05
			MEDICARE	<u>101.98</u>
			TOTAL:	2,465.46
PARK MAINTENANCE	GENERAL FUND	EXPRESS SERVICES INC	TEMP MOWING 6/19/22	2,266.32
			6/19/22 STAFFING	1,811.46
		AT&T MOBILITY	PATROL SERVICES	39.50
		BLUE CROSS - 2022	DENTAL EMP ONLY	50.64
			DENTAL EMP/FAMILY	48.67
			MED \$1,000 DED EMP ONLY	619.26
			MED \$1,000 DED EMP/FAM	687.59
			MED \$2,500 DED EMP ONLY	167.52
		OKLAHOMA MUNICIPAL RETIRE	OMRF	476.59
			OMRF	205.38
		AT&T	PARKS	225.14
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	1,458.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TRANSFER ACCOUNT	FICA	399.65
			FICA	178.34
			MEDICARE	93.46
			MEDICARE	41.71
		ALERT 360	ACCT: 008174039	45.99
		UNIFIRST HOLDINGS, L.P.	PARKS MAINT	<u>192.46</u>
			TOTAL:	9,008.59
SPORTS COMPLEX	GENERAL FUND	EXPRESS SERVICES INC	6/19/22 STAFFING	3,339.63
		BLUE CROSS - 2022	DENTAL EMP ONLY	12.66
			MED \$1,000 DED EMP ONLY	412.84
		OKLAHOMA MUNICIPAL RETIRE	OMRF	180.80
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	1,094.35
		TRANSFER ACCOUNT	FICA	148.12
			MEDICARE	<u>34.64</u>
			TOTAL:	5,223.04
DONATIONS	DONATIONS FUND	GT DISTRIBUTORS	AMMO	<u>2,844.18</u>
			TOTAL:	2,844.18
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	AT&T MOBILITY	EMS	91.50
		QUICK MED HOLDINGS LLC	MEDICAL BILLING	2,343.98
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	5,000.61
		OKLA EMP SECURITY COMMISS	OKLA EMP SECURITY COMMISS	53.39
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	21,963.31
		TRANSFER ACCOUNT	MEDICARE	593.41
		IAFF LOCAL 2041 (HEALTH INS)	FIR/EECH OPTION A	1,402.80
			FIRE EE/CHILD(REN) DENTAL	41.60
			FIRE EE DENTAL	80.00
			FIRE FAMILY DENTAL	99.60
			FIRE EE/SPOUSE DENTAL	116.00
			FIR/EE OPTION A	1,350.00
			FIR/FAM OPTION A	1,424.00
			FIRE GROUP LIFE	32.70
			FIR/EESP OPTION A	2,624.00
			FIR/EE/CH VISION	33.60
			FIR/EE VISION	36.00
			FIR/FAM VISION	35.20
			FIR/EESP VISION	<u>60.00</u>
			TOTAL:	37,381.70
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	BLUE CROSS - 2022	DENTAL EMP ONLY	12.66
			MED \$1,000 DED EMP ONLY	206.42
		OKLAHOMA MUNICIPAL RETIRE	OMRF	200.30
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	27.10
		TRANSFER ACCOUNT	FICA	169.70
			MEDICARE	<u>39.69</u>
			TOTAL:	655.87
EMERGENCY 911	E-911 FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	BUILDING MAINT	0.01
		AT&T	EMS 0628	<u>1,642.61</u>
			TOTAL:	1,642.62
UTILITY BILLING	CHICKASHA MUNICIPA	BLUE CROSS - 2022	DENTAL EMP/CHILD	71.64
			DENTAL EMP ONLY	12.66
			MED \$1,000 DED EMP/CHILD	373.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OKLAHOMA MUNICIPAL RETIRE	MED \$1,000 DED EMP ONLY	206.42
		OMAG WORKERS'COMPENSATION	OMRF	414.92
		TRANSFER ACCOUNT	WORKERS COMP QUARTERLY	825.92
			FICA	350.88
			MEDICARE	<u>82.06</u>
			TOTAL:	2,338.12
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	BLUE CROSS - 2022	DENTAL EMP/FAMILY	48.67
		OKLAHOMA MUNICIPAL RETIRE	MED \$1,000 DED EMP/FAM	687.59
		OMAG WORKERS'COMPENSATION	OMRF	273.16
		TRANSFER ACCOUNT	WORKERS COMP QUARTERLY	2,223.92
			FICA	219.34
			MEDICARE	<u>51.30</u>
			TOTAL:	3,503.98
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	BLUE CROSS - 2022	DENTAL EMP/SPOUSE	25.45
		OKLAHOMA MUNICIPAL RETIRE	MED \$1,000 DED EMP/SPOUSE	499.95
		OMAG WORKERS'COMPENSATION	OMRF	91.45
		TRANSFER ACCOUNT	WORKERS COMP QUARTERLY	2,710.99
			FICA	73.78
			MEDICARE	17.26
		UNIFIRST HOLDINGS, L.P.	SANITATION	<u>24.12</u>
			TOTAL:	3,443.00
WATER PLANT	CHICKASHA MUNICIPA	RURAL WATER DIST.#7	RWD #7 INV JUNE 22	<u>2,234.62</u>
			TOTAL:	2,234.62
WASTEWATER PLANT	CHICKASHA MUNICIPA	PUBLIC SERVICE COMPANY OF OKLAHOMA	BUILDING MAINT	<u>83.02</u>
			TOTAL:	83.02
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	MARSHALL AUTO PARTS	PARTS & SUPPLIES	277.75
		BLUE CROSS - 2022	PARTS & SUPPLIES	273.26
			DENTAL EMP ONLY	37.98
			DENTAL EMP/FAMILY	97.34
			DENTAL EMP/SPOUSE	50.90
			MED \$1,000 DED EMP ONLY	412.84
			MED \$1,000 DED EMP/FAM	687.59
			MED \$1,000 DED EMP/SPOUSE	499.95
			MED \$2,500 DED EMP ONLY	167.52
			MED \$2,500 DED EMP/FAMILY	563.64
		OKLAHOMA MUNICIPAL RETIRE	OMRF	861.00
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	5,217.24
		TRANSFER ACCOUNT	FICA	689.17
			MEDICARE	161.19
		UNIFIRST HOLDINGS, L.P.	LINE MAINT	<u>173.14</u>
			TOTAL:	10,170.51
LAKE CHICKASHA	CHICKASHA MUNICIPA	AT&T MOBILITY	LAKE	40.16
		Edwards Enterprise Rentals	LAKE BATHROOM RENTALS	500.00
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	364.78
		TRANSFER ACCOUNT	FICA	38.64
			MEDICARE	<u>9.04</u>
			TOTAL:	952.62
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	AT&T	ACCT 4100728394589	71.03
		MARSHALL AUTO PARTS	PARTS & SUPPLIES	140.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BLUE CROSS - 2022	DENTAL EMP ONLY	12.66
			MED \$1,000 DED EMP ONLY	206.42
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10-
			BUY-UP/EMPLOYEE ONLY	192.40-
		OKLAHOMA MUNICIPAL RETIRE	OMRF	114.51
		AT&T	BUILDING	7,356.72
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	473.41
		TRANSFER ACCOUNT	FICA	97.94
			MEDICARE	22.90
		ALERT 360	ACCT: 0008163636	42.84
		UNIFIRST HOLDINGS, L.P.	BUILDING	13.60
		STORAGE 'R' US	INV 20255	<u>165.00</u>
			TOTAL:	8,509.62
AIRPORT	AIRPORT	FAIRFIELD INN AND SUITES	HOTELS AIRHSOW	2,178.00
		BLUE CROSS - 2022	DENTAL EMP ONLY	12.66
			DENTAL EMP/SPOOUSE	25.45
			MED \$1,000 DED EMP ONLY	206.42
			MED \$1,000 DED EMP/SPOUSE	64.51
		OKLAHOMA MUNICIPAL RETIRE	OMRF	216.92
		OMAG WORKERS'COMPENSATION	WORKERS COMP QUARTERLY	579.49
		TRANSFER ACCOUNT	FICA	179.81
			MEDICARE	42.05
		UNIFIRST HOLDINGS, L.P.	AIRPORT	<u>75.50</u>
			TOTAL:	3,580.81
DEDICATED SALES TAX	CIP-DEDICATED SALE	DOLESE BROS CO	CONCRETE	468.00
			CONCRETE FOR ROAD REPAIR	828.00
			CONCRETE FOR ROAD REPAIR	<u>1,216.00</u>
			TOTAL:	2,512.00
COMBINED INSURANCE	COMBINED INSURANCE	METLIFE	METLIFE	915.39
		AMERIFLEX	AMERIFLEX	77.00
		DEARBORN NATIONAL	DEARBORN NATIONAL	<u>1,195.08</u>
			TOTAL:	2,187.47
COMPENSATED ABSENCES	COMPENSATED ABSENC	TRANSFER ACCOUNT	FICA	234.71
			MEDICARE	<u>54.89</u>
			TOTAL:	289.60
NON-DEPARTMENTAL	AP/PAYROLL CASH FU	COLONIAL LIFE & ACCIDENT INSURANCE COM	COLONIAL ACCIDENT	2.50
			COLONIAL GROUP ACCIDENT	627.01
			COLONIAL CANCER	55.13
			COLONIAL CRITICAL ILLNESS	645.56
			COLONIAL DISABILITY	446.31
		CITY OF CHICKASHA	UNION ASSESSMENT FEE	8.16
			GARNISHMENT FEE	30.00
		WASHINGTON NATIONAL INS. CO	GROUP #20057	339.47
		DEPARTMENT OF CHILDREN AND FAMILY SERV	PRESTON WOODS 002392363-01	287.00
		BLUE CROSS - 2022	DENTAL EMP/CHILD	94.92
			DENTAL EMP ONLY	94.80
			DENTAL EMP/FAMILY	218.88
			DENTAL EMP/FAMILY	12.16
			DENTAL EMP/SPOOUSE	56.97
			MED \$1,000 DED EMP/CHILD	934.00
			MED \$1,000 DED EMP ONLY	<u>1,190.46</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MED \$1,000 DED EMP/FAM	1,647.43
			MED \$1,000 DED EMP/FAM	171.89
			MED \$1,000 DED EMP/SPOUSE	675.25
			MED \$2,500 DED EMP/CHILD	303.20
			MED \$2,500 DED EMP ONLY	293.16
			MED \$2,500 DED EMP/FAMILY	281.82
			MED #2,500 DED EMP/SPOUSE	202.86
CITY OF CHICKASHA			DELTA DENTAL/SINGLE	5.00-
			DEARBORN VOLUNTARY LIFE	540.04
			DEARBORN VOLUNTARY LIFE	3.48
			BUY-UP/EMPLOYEE ONLY	96.20-
			METLIFE VISION	396.56
			METLIFE VISION	20.68
DEPARTMENT OF HUMAN SERVICES				180.00
				151.75
				177.56
				100.00
				123.75
				175.78
				196.50
OKLAHOMA FIREFIGHTERS			FIRE PENSION BUY BACK	174.01
			FIRE PENSION	8,757.96
CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC			POLICE PENSION	3,593.73
OKLAHOMA MUNICIPAL RETIRE			OMRF	4,225.92
			OMRF	115.38
FIREFIGHTERS SEC LOCAL 20			FIRE INSURANCE FEE	175.00
			FIRE UNION DUES	1,225.00
FIREMENS SPECIAL FUND			FIRE SPECIAL FUND	178.25
FRATERNAL ORDER OF POLICE			POLICE UNION	540.00
TRANSFER ACCOUNT			ENTITY 0037102001	3,840.00
			FEDERAL WITHHOLDING	23,146.50
			FEDERAL WITHHOLDING	895.89
			STATE INCOME TAX	8,300.00
			STATE INCOME TAX	94.00
			STATE INCOME TAX	353.00
			FICA	9,332.48
			FICA	178.34
			FICA	556.61
			MEDICARE	3,741.17
			MEDICARE	41.71
			MEDICARE	130.17
AFLAC			AFLAC/PRETAX #K5881	9.45
IAFF LOCAL 2041 (HEALTH INS)			FIRE CANCER	231.75
			FIR/EECH OPTION A	701.40
			FIRE EE/CHILD(REN) DENTAL	26.00
			FIRE EE DENTAL	32.00
			FIRE FAMILY DENTAL	116.20
			FIRE EE/SPOUSE DENTAL	46.40
			FIR/EE OPTION A	472.50
			FIR/EE OPTION B	62.10
			FIR/FAM OPTION A	2,492.00
			FIRE GROUP LIFE	161.16
			FIRE HARTFORD	179.95
			FIR/EESP OPTION A	1,049.60
			FIR/EE/CH VISION	16.80
			FIR/EE VISION	12.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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>154.24</u>
			TOTAL:	87,111.02

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

11	GENERAL FUND	183,103.17
20	DONATIONS FUND	2,844.18
23	EMERGENCY MED SERV FUND	37,381.70
25	CHICKASHA INDUST AUTH	655.87
27	E-911 FUND	1,642.62
31	CHICKASHA MUNICIPAL AUTH	31,235.49
39	AIRPORT	3,580.81
53	CIP-DEDICATED SALES TAX	2,512.00
71	COMBINED INSURANCE	2,187.47
72	COMPENSATED ABSENCES FUND	289.60
99	AP/PAYROLL CASH FUND	87,111.02

GRAND TOTAL: 352,543.93

TOTAL PAGES: 9

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 99-AP VENDOR LIST
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 7/20/2022 THRU 8/02/2022
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 7/20/2022 THRU 8/02/2022

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 8.1.22
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



City of
CHICKASHA

Meeting Type: Council Agenda 8-1-2022

Meeting Date: 8/1/2022

Department: Finance

Agenda Item No. 4.c.

AGENDA ITEM: Acceptance of the Financials for June 2022.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials for June 2022.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 1, 2022	(From)		

V. ATTACHMENTS:

1. 20220801194218006

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

11 -GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
PERMITS	228,500.00	29,539.85	0.00	266,121.58	0.00 (	37,621.58)	116.46
LICENSES	56,100.00	13,114.20	0.00	113,154.65	0.00 (	57,054.65)	201.70
CEMETERY	105,000.00	6,412.50	0.00	104,667.37	0.00	332.63	99.68
FEES	75,350.00	1,603.53	0.00	41,650.62	0.00	33,699.38	55.28
RENT	2,600.00	1,267.50	0.00	4,160.00	0.00 (	1,560.00)	160.00
STATE TAX	13,200,000.00	1,296,154.21	0.00	14,963,203.28	0.00 (	1,763,203.28)	113.36
OTHER TAX	850,000.00	79,760.17	0.00	884,198.42	0.00 (	34,198.42)	104.02
FRANCHISE TAX	538,000.00	41,364.23	0.00	577,815.22	0.00 (	39,815.22)	107.40
GRANTS AND PROGRAMS	238,613.60	11,421.07	0.00	116,359.86	0.00	122,253.74	48.76
SWIMMING POOL/SPORTS COM	48,000.00	12,809.22	0.00	57,587.76	0.00 (	9,587.76)	119.97
MISC REVENUES	229,963.00	94,273.28	0.00	246,078.19	0.00 (	16,115.19)	107.01
TRANSFER OTHER FUNDS-EQU	2,150,000.00	181,349.59	0.00	2,065,905.31	0.00	84,094.69	96.09
INTEREST	8,500.00	457.43	0.00	6,100.36	0.00	2,399.64	71.77
PRIOR YEAR FUND BALANCE C	1,678,930.00	0.00	0.00	0.00	0.00	1,678,930.00	0.00
*** TOTAL REVENUES ***	19,409,556.60	1,769,526.78	0.00	19,447,002.62	0.00 (	37,446.02)	100.19

EXPENDITURE SUMMARY

01-ADMINISTRATION	374,024.00	53,300.77	126.56	354,107.27	82.00	19,961.29	94.66
02-FIRE DEPARTMENT-PS	295,424.00	21,486.11	0.00	232,756.86	0.00	62,667.14	78.79
21-FIRE OPERATIONS	2,940,249.00	248,699.69	0.00	2,855,789.47	10,800.00	73,659.53	97.49
03-POLICE DEPARTMENT-PS	494,232.00	44,602.21	0.00	393,169.03	1,565.00	99,497.97	79.87
41-PATROL SERVICES	2,223,671.00	158,435.88	0.00	1,929,140.01	9,012.15	285,518.84	87.16
42-INVESTIGATIONS	374,811.00	33,481.82	0.00	296,320.41	0.00	78,490.59	79.06
43-ANIMAL CONTROL	284,047.00	16,908.37	0.00	216,924.00	1,900.00	65,223.00	77.04
44-MUNICIPAL COURT	66,414.00 (	29,672.30)	0.00	58,542.43	0.00	7,871.57	88.15
45-DISPATCH	455,293.00	33,889.96	0.00	277,513.62	165.00	177,614.38	60.99
46-NEIGHBORHOOD SERVICES	79,575.00	1,219.87	0.00	24,134.11	10,500.00	44,940.89	43.52
51-PARK MAINTENANCE	699,613.00	68,143.72	0.00	635,784.54	4,940.69	58,887.77	91.58
52-SPORTS COMPLEX	461,668.00	31,496.87	0.00	399,707.08	2,239.47	59,721.45	87.06
06-CEMETERY MAINTENANC-C	138,969.00	31,531.38	0.00	77,265.12	3,525.00	58,178.88	58.14
08-LIBRARY - C&R	487,372.00	37,625.92	0.00	416,074.59	4,100.00	67,197.41	86.21
09-STREET & STORM	761,611.00	109,158.88	0.00	740,063.87	6,839.37	14,707.76	98.07
10-FLEET	64,637.00	6,819.59	0.00	61,281.53	0.00	3,355.47	94.81
14-FINANCE-GG	481,812.00	47,438.90	0.00	422,555.09	0.00	59,256.91	87.70
07-HUMAN RESOURCES	79,793.00	5,307.64	0.00	55,164.16	0.00	24,628.84	69.13
16-COMM DEVEL/PLAN SERV	207,257.00	20,570.61	0.00	184,584.56	0.00	22,672.44	89.06
18-BUILDING SERVICES	186,543.00	19,508.02	0.00	175,869.44	2,489.50	8,184.06	95.61
17-GENERAL GOVERNMENT-GG	7,872,000.00	658,673.29	0.00	7,719,710.42	5,527.50	146,762.08	98.14
70-GRANT(S)	380,541.60	67,805.60	0.00	258,515.94	189,199.60 (	67,173.94)	117.65
*** TOTAL EXPENDITURES ***	19,409,556.60	1,686,432.80	126.56	17,784,973.55	252,885.28	1,371,824.33	92.93

** REVENUE OVER{UNDER} EXPENDITURES ** 0.00 83,093.98 126.56 1,662,029.07 (252,885.28) (1,409,270.35) 0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

11 -GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
PERMITS	228,500.00	29,539.85	0.00	266,121.58	0.00 (	37,621.58)	116.46
LICENSES	56,100.00	13,114.20	0.00	113,154.65	0.00 (	57,054.65)	201.70
CEMETERY	105,000.00	6,412.50	0.00	104,667.37	0.00	332.63	99.68
FEES	75,350.00	1,603.53	0.00	41,650.62	0.00	33,699.38	55.28
RENT	2,600.00	1,267.50	0.00	4,160.00	0.00 (	1,560.00)	160.00
STATE TAX	13,200,000.00	1,296,154.21	0.00	14,963,203.28	0.00 (	1,763,203.28)	113.36
OTHER TAX	850,000.00	79,760.17	0.00	884,198.42	0.00 (	34,198.42)	104.02
FRANCHISE TAX	538,000.00	41,364.23	0.00	577,815.22	0.00 (	39,815.22)	107.40
GRANTS AND PROGRAMS	238,613.60	11,421.07	0.00	116,359.86	0.00	122,253.74	48.76
SWIMMING POOL/SPORTS COM	48,000.00	12,809.22	0.00	57,587.76	0.00 (	9,587.76)	119.97
MISC REVENUES	229,963.00	94,273.28	0.00	246,078.19	0.00 (	16,115.19)	107.01
TRANSFER OTHER FUNDS-EQU	2,150,000.00	181,349.59	0.00	2,065,905.31	0.00	84,094.69	96.09
INTEREST	8,500.00	457.43	0.00	6,100.36	0.00	2,399.64	71.77
PRIOR YEAR FUND BALANCE C	1,678,930.00	0.00	0.00	0.00	0.00	1,678,930.00	0.00
*** TOTAL REVENUES ***	19,409,556.60	1,769,526.78	0.00	19,447,002.62	0.00 (	37,446.02)	100.19

EXPENDITURE SUMMARY

01-ADMINISTRATION	374,024.00	53,300.77	126.56	354,107.27	82.00	19,961.29	94.66
02-FIRE DEPARTMENT-PS	295,424.00	21,486.11	0.00	232,756.86	0.00	62,667.14	78.79
21-FIRE OPERATIONS	2,940,249.00	248,699.69	0.00	2,855,789.47	10,800.00	73,659.53	97.49
03-POLICE DEPARTMENT-PS	494,232.00	44,602.21	0.00	393,169.03	1,565.00	99,497.97	79.87
41-PATROL SERVICES	2,223,671.00	158,435.88	0.00	1,929,140.01	9,012.15	285,518.84	87.16
42-INVESTIGATIONS	374,811.00	33,481.82	0.00	296,320.41	0.00	78,490.59	79.06
43-ANIMAL CONTROL	284,047.00	16,908.37	0.00	216,924.00	1,900.00	65,223.00	77.04
44-MUNICIPAL COURT	66,414.00 (	29,672.30)	0.00	58,542.43	0.00	7,871.57	88.15
45-DISPATCH	455,293.00	33,889.96	0.00	277,513.62	165.00	177,614.38	60.99
46-NEIGHBORHOOD SERVICES	79,575.00	1,219.87	0.00	24,134.11	10,500.00	44,940.89	43.52
51-PARK MAINTENANCE	699,613.00	68,143.72	0.00	635,784.54	4,940.69	58,887.77	91.58
52-SPORTS COMPLEX	461,668.00	31,496.87	0.00	399,707.08	2,239.47	59,721.45	87.06
06-CEMETERY MAINTENANC-C	138,969.00	31,531.38	0.00	77,265.12	3,525.00	58,178.88	58.14
08-LIBRARY - C&R	487,372.00	37,625.92	0.00	416,074.59	4,100.00	67,197.41	86.21
09-STREET & STORM	761,611.00	109,158.88	0.00	740,063.87	6,839.37	14,707.76	98.07
10-FLEET	64,637.00	6,819.59	0.00	61,281.53	0.00	3,355.47	94.81
14-FINANCE-GG	481,812.00	47,438.90	0.00	422,555.09	0.00	59,256.91	87.70
07-HUMAN RESOURCES	79,793.00	5,307.64	0.00	55,164.16	0.00	24,628.84	69.13
16-COMM DEVEL/PLAN SERV	207,257.00	20,570.61	0.00	184,584.56	0.00	22,672.44	89.06
18-BUILDING SERVICES	186,543.00	19,508.02	0.00	175,869.44	2,489.50	8,184.06	95.61
17-GENERAL GOVERNMENT-GG	7,872,000.00	658,673.29	0.00	7,719,710.42	5,527.50	146,762.08	98.14
70-GRANT(S)	380,541.60	67,805.60	0.00	258,515.94	189,199.60 (	67,173.94)	117.65
*** TOTAL EXPENDITURES ***	19,409,556.60	1,686,432.80	126.56	17,784,973.55	252,885.28	1,371,824.33	92.93
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	83,093.98	126.56	1,662,029.07 (	252,885.28)	(1,409,270.35)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

20 -DONATIONS FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
DONATIONS	125,722.00	3,700.00	0.00	132,194.15	0.00 (	6,472.15)	105.15
INTEREST	100.00	38.34	0.00	343.92	0.00 (	243.92)	343.92
PRIOR YEAR FUND BALANCE C	9,500.00	0.00	0.00	0.00	0.00	9,500.00	0.00
*** TOTAL REVENUES ***	135,322.00	3,738.34	0.00	132,538.07	0.00	2,783.93	97.94
<u>EXPENDITURE SUMMARY</u>							
20-DONATIONS-GG	135,322.00	9,708.28	0.00	57,469.86	13,619.68	64,232.46	52.53
*** TOTAL EXPENDITURES ***	135,322.00	9,708.28	0.00	57,469.86	13,619.68	64,232.46	52.53
** REVENUE OVER (UNDER) EXPENDITURES **	0.00 (	5,969.94)	0.00	75,068.21 (	13,619.68) (	61,448.53)	0.00

CITY OF CHICKASHA
FINANCIAL STATEMENT (UNAUDITED)
AS OF: JUNE 30TH, 2022

22 -TAX INCREMENT DISTRIC
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
OTHER TAX	0.00	0.00	0.00	2,109.97	0.00 (	2,109.97)	0.00
TRANSFER OTHER FUNDS-EQU	225,000.00	0.00	0.00	0.00	0.00	225,000.00	0.00
INTEREST	0.00	3.95	0.00	73.84	0.00 (	73.84)	0.00
PRIOR YEAR FUND BALANCE C	<u>109,535.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>109,535.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>334,535.00</u>	<u>3.95</u>	<u>0.00</u>	<u>2,183.81</u>	<u>0.00</u>	<u>332,351.19</u>	<u>0.65</u>
<u>EXPENDITURE SUMMARY</u>							
22-TAX INCREMENT DISTRIC	<u>334,535.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>334,535.00</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***	<u>334,535.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>334,535.00</u>	<u>0.00</u>
** REVENUE OVER(UNDER) EXPENDITURES **	<u>0.00</u>	<u>3.95</u>	<u>0.00</u>	<u>2,183.81</u>	<u>0.00 (</u>	<u>2,183.81)</u>	<u>0.00</u>

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

23 -EMERGENCY MED SERV FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
EMS FEES	1,377,000.00	110,633.78	0.00	1,185,902.01	0.00	191,097.99	86.12
GRANTS AND PROGRAMS	242,429.00	26,584.00	0.00	170,754.06	0.00	71,674.94	70.43
MISC REVENUES	500.00	0.00	0.00	87.65	0.00	412.35	17.53
INTEREST	50.00	28.58	0.00	318.15	0.00	(268.15)	636.30
*** TOTAL REVENUES ***	1,619,979.00	137,246.36	0.00	1,357,061.87	0.00	262,917.13	83.77
<u>EXPENDITURE SUMMARY</u>							
02-FIRE DEPARTMENT-PS	1,619,979.00	147,794.69	0.00	1,444,143.52	0.00	175,835.48	89.15
*** TOTAL EXPENDITURES ***	1,619,979.00	147,794.69	0.00	1,444,143.52	0.00	175,835.48	89.15
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	(10,548.33)	0.00	(87,081.65)	0.00	87,081.65	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

25 -CHICKASHA INDUST AUTH

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	
<u>REVENUE SUMMARY</u>								
DONATIONS	10,000.00	1,500.00	0.00	18,000.00	0.00 (	8,000.00)	180.00	
TRANSFER OTHER FUNDS-EQU	607,500.00	54,664.07	0.00	601,101.10	0.00	6,398.90	98.95	
INTEREST	0.00	80.90	0.00	1,100.67	0.00 (	1,100.67)	0.00	
PRIOR YEAR FUND BALANCE C	<u>279,723.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>279,723.00</u>	<u>0.00</u>	
*** TOTAL REVENUES ***	897,223.00	56,244.97	0.00	620,201.77	0.00	277,021.23	69.12	
<u>EXPENDITURE SUMMARY</u>								
25-CHICKASHA INDUSTRIAL	<u>897,223.00</u>	<u>154,090.98</u>	<u>0.00</u>	<u>715,110.70</u>	<u>10,000.00</u>	<u>172,112.30</u>	<u>80.82</u>	
*** TOTAL EXPENDITURES ***	897,223.00	154,090.98	0.00	715,110.70	10,000.00	172,112.30	80.82	
** REVENUE OVER(UNDER) EXPENDITURES **	0.00 (	97,846.01)	0.00 (	94,908.93)	(	10,000.00)	104,908.93	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

26 -ED-DEDICATED SALES TAX

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTEREST	20,000.00	120.03	0.00	6,257.22	0.00	13,742.78	31.29
PRIOR YEAR FUND BALANCE C	<u>1,576,515.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,576,515.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	1,596,515.00	120.03	0.00	6,257.22	0.00	1,590,257.78	0.39
<u>EXPENDITURE SUMMARY</u>							
26-ED DED. SALES TAX	<u>1,596,515.00</u>	<u>0.00</u>	<u>0.00</u>	<u>658,950.00</u>	<u>353.75</u>	<u>937,211.25</u>	<u>41.30</u>
*** TOTAL EXPENDITURES ***	1,596,515.00	0.00	0.00	658,950.00	353.75	937,211.25	41.30
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	120.03	0.00	(652,692.78)	(353.75)	653,046.53	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

27 -E-911 FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
E-911	143,000.00	12,684.32	0.00	156,358.50	0.00	(13,358.50)	109.34
GRANTS AND PROGRAMS	175,562.00	0.00	0.00	20,836.80	0.00	154,725.20	11.87
INTEREST	500.00	4.55	0.00	130.22	0.00	369.78	26.04
*** TOTAL REVENUES ***	319,062.00	12,688.87	0.00	177,325.52	0.00	141,736.48	55.58
<u>EXPENDITURE SUMMARY</u>							
27-EMERGENCY 911-PS	319,062.00	640.70	0.00	221,292.86	4,525.42	93,243.72	70.78
*** TOTAL EXPENDITURES ***	319,062.00	640.70	0.00	221,292.86	4,525.42	93,243.72	70.78
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	12,048.17	0.00	(43,967.34)	(4,525.42)	48,492.76	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

28 -FIRE/EMS TRAINING FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TRANSFER OTHER FUNDS-EQU	100.00	0.00	0.00	69.03	0.00	30.97	69.03
INTEREST	0.00	0.07	0.00	0.48	0.00	(0.48)	0.00
*** TOTAL REVENUES ***	100.00	0.07	0.00	69.51	0.00	30.49	69.51
<u>EXPENDITURE SUMMARY</u>							
02-FIRE DEPARTMENT-PS	100.00	0.00	0.00	0.00	0.00	100.00	0.00
*** TOTAL EXPENDITURES ***	100.00	0.00	0.00	0.00	0.00	100.00	0.00
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	0.07	0.00	69.51	0.00	(69.51)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

29 -POLICE TRAINING FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TRANSFER OTHER FUNDS-EQU	10,000.00	410.09	0.00	4,200.40	0.00	5,799.60	42.00
INTEREST	40.00	0.78	0.00	11.93	0.00	28.07	29.83
*** TOTAL REVENUES ***	10,040.00	410.87	0.00	4,212.33	0.00	5,827.67	41.96
<u>EXPENDITURE SUMMARY</u>							
03-POLICE DEPARTMENT-PS	10,040.00	1,111.27	0.00	2,347.02	0.00	7,692.98	23.38
*** TOTAL EXPENDITURES ***	10,040.00	1,111.27	0.00	2,347.02	0.00	7,692.98	23.38
** REVENUE OVER(UNDER) EXPENDITURES **	0.00 (	700.40)	0.00	1,865.31	0.00 (	1,865.31)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

31 -CHICKASHA MUNICIPAL AUTH

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
LICENSES	18,110.00	11,716.00	0.00	38,488.00	0.00 (	20,378.00)	212.52
FEES	23,000.00	872.00	0.00	23,410.94	0.00 (	410.94)	101.79
RENT	141,000.00	19,097.40	0.00	174,824.58	0.00 (	33,824.58)	123.99
GRANTS AND PROGRAMS	0.00	205,621.65	0.00	205,621.65	0.00 (	205,621.65)	0.00
OIL & GAS	7,500.00	0.00	0.00	11,550.00	0.00 (	4,050.00)	154.00
UTILITY SERVICE	7,372,120.00	224,441.32	0.00	7,383,865.60	0.00 (	11,745.60)	100.16
MISC REVENUES	15,000.00	2,638.92	0.00	57,812.75	0.00 (	42,812.75)	385.42
TRANSFER OTHER FUNDS-EQU	3,273,500.00	389,730.74	0.00	4,656,325.55	0.00 (	1,382,825.55)	142.24
INTEREST	75,000.00	1,767.52	0.00	39,655.82	0.00	35,344.18	52.87
PRIOR YEAR FUND BALANCE C	<u>7,531,481.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,531,481.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>18,456,711.00</u>	<u>855,885.55</u>	<u>0.00</u>	<u>12,591,554.89</u>	<u>0.00</u>	<u>5,865,156.11</u>	<u>68.22</u>
<u>EXPENDITURE SUMMARY</u>							
30-CMA CAPITAL	9,258,000.00	42,671.45	4,326.44	163,385.31	72,688.42	9,026,252.71	2.50
31-CMA GENERAL-BT	2,385,200.00	205,883.13	0.00	2,388,170.07	0.00 (	2,970.07)	100.12
15-UTILITY BILLING	273,502.00	34,023.68	0.00	186,775.01	5,500.00	81,226.99	70.30
32-PUBLIC WORKS ADMIN-BT	377,178.00	3,574.34	0.00	128,592.20	0.00	248,585.80	34.09
33-SANITATION-BT	2,078,755.00	182,718.92	0.00	2,208,119.00	0.00 (	129,364.00)	106.22
34-WATER PLANT-BT	1,832,500.00	140,963.74	8,510.00	1,857,586.51	0.00 (	16,576.51)	100.90
35-WASTEWATER PLANT-BT	1,037,000.00	71,057.37	0.00	846,850.79	0.00	190,149.21	81.66
36-LINE MAINTENANCE-BT	592,868.00	66,502.18	0.00	525,793.36	2,999.50	64,075.14	89.19
37-LAKE CHICKASHA-C&R	38,610.00	5,219.68	0.00	33,377.24	0.00	5,232.76	86.45
38-BUILDING MAINTENANCE	<u>583,098.00</u>	<u>36,896.70</u>	<u>0.00</u>	<u>486,538.65</u>	<u>3,228.10</u>	<u>93,331.25</u>	<u>83.99</u>
*** TOTAL EXPENDITURES ***	<u>18,456,711.00</u>	<u>789,511.19</u>	<u>12,836.44</u>	<u>8,825,188.14</u>	<u>84,416.02</u>	<u>9,559,943.28</u>	<u>48.20</u>
** REVENUE OVER(UNDER) EXPENDITURES **	<u>0.00</u>	<u>66,374.36</u>	<u>12,836.44</u>	<u>3,766,366.75</u>	<u>(84,416.02)</u>	<u>(3,694,787.17)</u>	<u>0.00</u>

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

39 -AIRPORT

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
RENT	89,600.00	7,173.89	0.00	95,180.53	0.00 (	5,580.53)	106.23
GRANTS AND PROGRAMS	0.00	0.00	0.00	48,323.00	0.00 (	48,323.00)	0.00
OIL & GAS	475,000.00	65,402.80	0.00	669,689.26	0.00 (	194,689.26)	140.99
MISC REVENUES	18,000.00 (	716.42)	0.00	27,797.71	0.00 (	9,797.71)	154.43
TRANSFER OTHER FUNDS-EQU	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
INTEREST	15,000.00	226.23	0.00	7,729.27	0.00	7,270.73	51.53
PRIOR YEAR FUND BALANCE C	<u>1,099,538.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,099,538.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>1,702,138.00</u>	<u>72,086.50</u>	<u>0.00</u>	<u>848,719.77</u>	<u>0.00</u>	<u>853,418.23</u>	<u>49.86</u>
<u>EXPENDITURE SUMMARY</u>							
39-AIRPORT-BT	<u>1,702,138.00</u>	<u>25,841.27</u>	<u>0.00</u>	<u>407,720.36</u>	<u>4,717.60</u>	<u>1,289,700.04</u>	<u>24.23</u>
*** TOTAL EXPENDITURES ***	<u>1,702,138.00</u>	<u>25,841.27</u>	<u>0.00</u>	<u>407,720.36</u>	<u>4,717.60</u>	<u>1,289,700.04</u>	<u>24.23</u>
** REVENUE OVER(UNDER) EXPENDITURES **	<u>0.00</u>	<u>46,245.23</u>	<u>0.00</u>	<u>440,999.41 (</u>	<u>4,717.60) (</u>	<u>436,281.81)</u>	<u>0.00</u>

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

44 -ARPA TARGETED GRANTS

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
GRANTS AND PROGRAMS	1,535,334.86	79,336.00	0.00	1,535,334.86	0.00	0.00	100.00
*** TOTAL REVENUES ***	1,535,334.86	79,336.00	0.00	1,535,334.86	0.00	0.00	100.00
<u>EXPENDITURE SUMMARY</u>							
01-GENERAL	1,434,880.77	6,451.20	0.00	135,430.49	65,088.21	1,234,362.07	13.97
07-FIRE OPERATIONS	79,336.00	0.00	0.00	79,336.00	0.00	0.00	100.00
08-LIBRARY	21,118.09	174.26	0.00	19,465.83	1,341.30	310.96	98.53
*** TOTAL EXPENDITURES ***	1,535,334.86	6,625.46	0.00	234,232.32	66,429.51	1,234,673.03	19.58
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	72,710.54	0.00	1,301,102.54	(66,429.51)	(1,234,673.03)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

52 -CAPITAL PROJECTS FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
OIL & GAS	20,000.00	8,235.26	0.00	49,947.36	0.00	(29,947.36)	249.74
MISC REVENUES	474,515.00	0.00	0.00	474,514.99	0.00	0.01	100.00
INTEREST	10,000.00	123.90	0.00	2,451.88	0.00	7,548.12	24.52
PRIOR YEAR FUND BALANCE C	<u>1,246,341.22</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,246,341.22</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>1,750,856.22</u>	<u>8,359.16</u>	<u>0.00</u>	<u>526,914.23</u>	<u>0.00</u>	<u>1,223,941.99</u>	<u>30.09</u>
<u>EXPENDITURE SUMMARY</u>							
CAPITAL PROJECTS	<u>1,750,856.22</u>	<u>44,680.61</u>	<u>0.00</u>	<u>630,825.32</u>	<u>0.00</u>	<u>1,120,030.90</u>	<u>36.03</u>
*** TOTAL EXPENDITURES ***	<u>1,750,856.22</u>	<u>44,680.61</u>	<u>0.00</u>	<u>630,825.32</u>	<u>0.00</u>	<u>1,120,030.90</u>	<u>36.03</u>
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	(36,321.45)	0.00	(103,911.09)	0.00	103,911.09	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

53 -CIP-DEDICATED SALES TAX

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TRANSFER OTHER FUNDS-EQU	2,615,000.00	257,551.30	0.00	2,971,662.01	0.00	(356,662.01)	113.64
INTEREST	7,500.00	814.75	0.00	9,083.20	0.00	(1,583.20)	121.11
PRIOR YEAR FUND BALANCE C	<u>135,149.31</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>135,149.31</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>2,757,649.31</u>	<u>258,366.05</u>	<u>0.00</u>	<u>2,980,745.21</u>	<u>0.00</u>	<u>(223,095.90)</u>	<u>108.09</u>
<u>EXPENDITURE SUMMARY</u>							
53-DEDICATED SALE TAX-GG	<u>2,757,649.31</u>	<u>148,584.06</u>	<u>0.00</u>	<u>1,313,424.88</u>	<u>0.00</u>	<u>1,444,224.43</u>	<u>47.63</u>
*** TOTAL EXPENDITURES ***	<u>2,757,649.31</u>	<u>148,584.06</u>	<u>0.00</u>	<u>1,313,424.88</u>	<u>0.00</u>	<u>1,444,224.43</u>	<u>47.63</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>109,781.99</u>	<u>0.00</u>	<u>1,667,320.33</u>	<u>0.00</u>	<u>(1,667,320.33)</u>	<u>0.00</u>

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

54 -STREET AND ALLEY FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
STATE TAX	30,000.00	2,395.82	0.00	28,843.63	0.00	1,156.37	96.15
OTHER TAX	125,000.00	10,056.38	0.00	127,614.02	0.00	(2,614.02)	102.09
INTEREST	600.00	43.22	0.00	455.60	0.00	144.40	75.93
PRIOR YEAR FUND BALANCE C	<u>32,262.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>32,262.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>187,862.00</u>	<u>12,495.42</u>	<u>0.00</u>	<u>156,913.25</u>	<u>0.00</u>	<u>30,948.75</u>	<u>83.53</u>
<u>EXPENDITURE SUMMARY</u>							
09-STREET & STORM	<u>187,862.00</u>	<u>7,500.00</u>	<u>0.00</u>	<u>27,500.00</u>	<u>0.00</u>	<u>160,362.00</u>	<u>14.64</u>
*** TOTAL EXPENDITURES ***	<u>187,862.00</u>	<u>7,500.00</u>	<u>0.00</u>	<u>27,500.00</u>	<u>0.00</u>	<u>160,362.00</u>	<u>14.64</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>4,995.42</u>	<u>0.00</u>	<u>129,413.25</u>	<u>0.00</u>	<u>(129,413.25)</u>	<u>0.00</u>

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

56 -CEMETERY CARE

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CEMETERY	35,000.00	2,137.50	0.00	34,080.63	0.00	919.37	97.37
INTEREST	6,500.00	20.06	0.00	1,284.42	0.00	5,215.58	19.76
PRIOR YEAR FUND BALANCE C	133,500.00	0.00	0.00	0.00	0.00	133,500.00	0.00
*** TOTAL REVENUES ***	175,000.00	2,157.56	0.00	35,365.05	0.00	139,634.95	20.21
<u>EXPENDITURE SUMMARY</u>							
06-CEMETERY MAINT.-C	175,000.00	0.00	0.00	0.00	0.00	175,000.00	0.00
*** TOTAL EXPENDITURES ***	175,000.00	0.00	0.00	0.00	0.00	175,000.00	0.00
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	2,157.56	0.00	35,365.05	0.00	(35,365.05)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

61 -WATER METER FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTEREST	1,500.00	15.24	0.00	513.40	0.00	986.60	34.23
*** TOTAL REVENUES ***	1,500.00	15.24	0.00	513.40	0.00	986.60	34.23
<u>EXPENDITURE SUMMARY</u>							
36-LINE MAINTENANCE-BT	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
*** TOTAL EXPENDITURES ***	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	15.24	0.00	513.40	0.00	(513.40)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

64 -POLICE BOND FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
POLICE FINES	228,000.00	12,239.25	0.00	140,164.43	0.00	87,835.57	61.48
INTEREST	100.00	13.17	0.00	167.40	0.00	67.40	167.40
PRIOR YEAR FUND BALANCE C	11,750.00	0.00	0.00	0.00	0.00	11,750.00	0.00
*** TOTAL REVENUES ***	239,850.00	12,252.42	0.00	140,331.83	0.00	99,518.17	58.51
<u>EXPENDITURE SUMMARY</u>							
03-POLICE DEPARTMENT-PS	239,850.00	10,274.19	0.00	122,661.71	0.00	117,188.29	51.14
*** TOTAL EXPENDITURES ***	239,850.00	10,274.19	0.00	122,661.71	0.00	117,188.29	51.14
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	1,978.23	0.00	17,670.12	0.00	17,670.12	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

68 -WATER RESOURCE FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
UTILITY SERVICE	75,000.00	2,676.00	0.00	73,417.20	0.00	1,582.80	97.89
INTEREST	1,000.00	28.55	0.00	1,334.16	0.00	334.16	133.42
PRIOR YEAR FUND BALANCE C	474,000.00	0.00	0.00	0.00	0.00	474,000.00	0.00
*** TOTAL REVENUES ***	550,000.00	2,704.55	0.00	74,751.36	0.00	475,248.64	13.59
<u>EXPENDITURE SUMMARY</u>							
68-WATER RESOURCES	550,000.00	6.08	0.00	360.68	0.00	549,639.32	0.07
*** TOTAL EXPENDITURES ***	550,000.00	6.08	0.00	360.68	0.00	549,639.32	0.07
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	2,698.47	0.00	74,390.68	0.00	74,390.68	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

71 -COMBINED INSURANCE

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INSURANCE	2,068,171.00	60,597.78	0.00	1,752,663.23	0.00	315,507.77	84.74
MISC REVENUES	40,000.00	291.55	0.00	44,533.44	0.00	(4,533.44)	111.33
INTEREST	5,000.00	118.59	0.00	4,294.08	0.00	705.92	85.88
*** TOTAL REVENUES ***	2,113,171.00	61,007.92	0.00	1,801,490.75	0.00	311,680.25	85.25
<u>EXPENDITURE SUMMARY</u>							
71-COMBINED INSURANCE-CR	2,113,171.00	68,009.81	0.00	1,576,804.43	9,971.70	526,394.87	75.09
*** TOTAL EXPENDITURES ***	2,113,171.00	68,009.81	0.00	1,576,804.43	9,971.70	526,394.87	75.09
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	(7,001.89)	0.00	224,686.32	(9,971.70)	(214,714.62)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JUNE 30TH, 2022

72 -COMPENSATED ABSENCES FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INSURANCE	215,322.00	0.00	0.00	92,369.98	0.00	122,952.02	42.90
TRANSFER OTHER FUNDS-EQU	0.00	1,808.62	0.00	1,808.62	0.00	{ 1,808.62}	0.00
INTEREST	0.00	4.19	0.00	61.59	0.00	{ 61.59}	0.00
*** TOTAL REVENUES ***	215,322.00	1,812.81	0.00	94,240.19	0.00	121,081.81	43.77
<u>EXPENDITURE SUMMARY</u>							
72-COMPENSATED ABSENCES	215,322.00	6,999.45	0.00	222,576.46	0.00	{ 7,254.46}	103.37
*** TOTAL EXPENDITURES ***	215,322.00	6,999.45	0.00	222,576.46	0.00	{ 7,254.46}	103.37
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	{ 5,186.64}	0.00	{ 128,336.27}	0.00	128,336.27	0.00



City of
CHICKASHA

Meeting Type: Council Agenda 8-1-2022

Meeting Date: 8/1/2022

Department: Administration

Agenda Item No. 4.d.

AGENDA ITEM: Acknowledgement of the transfer of automated external defibrillators (AED) from the Police Department to other City departments so City departments are prepared to respond in the event of an emergency.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 1, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 8-1-2022

Meeting Date: 8/1/2022

Department: Fire Department

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration, and possible action to enter into an agreement with Public Consulting Group to help secure supplemental funding from the Centers for Medicare and Medicaid Services and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

- We have used PCG since 2019 to secure additional funding from Medicaid sources through an EMS Supplemental Reimbursement Program.
- PCG will audit our budget, call volume, and resources to be able to present a request package to CMS.
- The contract is for a 13.5% rate after Oklahoma State Firefighters Association discount.

II. RECOMMENDED ACTION:

Enter into an agreement with Public Consulting Group to help secure supplemental funding from the Centers for Medicare and Medicaid Services and authorize the Mayor to execute the same.

III. FISCAL INFORMATION - Estimated revenues are approximately \$225,000.00.

IV. FUND INFORMATION:

Dept. Director: Tony Samaniego, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 1, 2022	(From)		

V. ATTACHMENTS:

1. OK GEMT Sole Source Contract Chickasha V2

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between the City of Chickasha (“CLIENT”) and Public Consulting Group LLC (“PCG”) as of July 15, 2022 (“Effective Date”).

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure “supplemental payments”, and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

- 1. Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
- 2. Term.** The Agreement will be effective from the Effective Date through July 15, 2024, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

- 3. Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.

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- a. CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.
- b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.
4. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For PCG:

Luke Taffuri
Senior Consultant
Public Consulting Group LLC
816 Congress Ave UNIT 1110
Austin, TX 78701
512-777-5481
ltaffuri@pcgus.com

For CITY OF CHICKASHA:

Tony Samaniego
Fire Chief
City of Chickasha
1700 Harly Day Drive
Chickasha, OK 73018
405-222-6033
Tony.Samaniego@chickasha.org

5. **Relationship of the Parties**

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privi-

leges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.

- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
 - d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
 - e. At CLIENT's written request, PCG shall provide to CLIENT: (i) its federal employer tax identification number; and (ii) copies of any applicable business licenses.
- 6. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
- 7. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.
- 8. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
- 9. **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies.
- 10. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the "Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.

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- a.** “Proprietary or Confidential Information” is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term “Proprietary or Confidential Information” includes the original information provided by Disclosing Party as well as all copies.
- b.** Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
- c.** The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- d.** The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.
- e.** The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
- f.** All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving

Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.

- g.** If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.
- h.** Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i.** The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.
- j.** The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k.** If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

 - i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
 - ii. Consult with the Disclosing Party on the appropriate response to the request;

- iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
 - iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
- j. Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
- k. The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
- l. Other than as set forth in Section 11(g) above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
- m. This Agreement and its terms shall be treated as Proprietary and Confidential Information.
11. **Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.
12. **Non-Solicitation:** During the term of this Agreement and for one year thereafter, neither CLIENT nor PCG shall, without the prior written consent of the other party, directly or indirectly solicit, entice, encourage, offer special inducements, or otherwise recruit any of the other party's employees. However, notwithstanding anything above to the contrary, this Section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, an

employee of the other party who answers an advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party.

13. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
14. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
15. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
16. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
17. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
18. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the Commonwealth of Massachusetts, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of Suffolk County, Massachusetts shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.
20. **Miscellaneous**
 - a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.

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- b.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
 - c.** Each party agrees that they shall not at any time make disparaging statements or induce others to make disparaging statements, in any form, about the other party or any of its respective employees, officers, directors, products or services.
 - d.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
 - e.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
 - f.** Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.
 - g.** Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

CITY OF CHICKASHA

PUBLIC CONSULTING GROUP LLC

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTACHMENT A
CONTRACTED SERVICES
Ground Emergency Medical Transportation (GEMT) Program

PCG will provide the below Contracted Services will be utilized for 2 state fiscal year cost reporting cycles, defined as July 1, 2021-June 30, 2023.

- A. CLIENT provides countywide ambulance and medical services some of which will qualify for the Ground Emergency Medical Transportation (GEMT) Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- B. CLIENT provides emergency medical transports to Medicaid patients each year and the Contractor shall complete the required paperwork for CLIENT to participate in the GEMT Program.
- C. This GEMT Program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
- D. PCG shall be familiar with the GEMT Program in Oklahoma, and all the rules, regulations and requirements associated with the Program.
- E. PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to the OHCA within the time frame prescribed by OHCA.
- F. PCG shall have knowledge of the data and cost reporting principles specified in OMB SuperCircular (2 CFR Part 200) and Medicare/Medicaid principles of reimbursement.
- G. PCG shall have knowledge and experience in the completion of all ten (10) Schedules as required by the Program.
- H. CLIENT will provide PCG with all of the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.

- I. PCG shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
- J. If the completed cost report is rejected by OHCA, PCG shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- K. PCG agrees to receive compensation for Contracted Services on a contingency fee basis. This compensation will be based on payments received by CLIENT under the GEMT Program.
- L. If, as a result of an audit by OHCA, a refund is required by CLIENT, PCG agrees to return the portion of the compensation fee that was paid on the amount being refunded and will otherwise not be liable for any other costs, fees, expenses, damages, or amounts.

Managed Care (MCO) Support Services (If Applicable)

With the ongoing push for the transition of Medicaid from Fee For Service (FFS) to Managed Care (MCO) there becomes the increased likelihood of an additional scope of services to support the different structure for the MCO supplemental payment programs. In the event of Medicaid Managed Care implementation PCG will provided the listed services below:

- A. PCG will work with OHCA to establish the MCO supplemental reimbursement program and payment methodology.
- B. PCG shall review annually the rebased MCO payment calculation and offer feedback to OHCA.
- C. PCG shall keep CLIENT informed of all updates relating to managed care and estimate the impact of future changes in managed care reimbursement.
- D. PCG shall support CLIENT in establishing the legal and operational ground to participate in the Managed Care program.

-
- E. PCG shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.
 - F. PCG shall provide guidance and support to CLIENT for it to enter into contracts with Managed Care Organizations.
 - G. PCG shall be familiar with the Managed Care program in the OHCA and all the rules, regulations and managed care reporting requirements.
 - H. PCG shall monitor claims and cash flows of Managed Care program to ensure CLIENT receives appropriate benefits from the program and has met documentation needs.

ATTACHMENT B COMPENSATION

In consideration for the Contracted Services, CLIENT will pay PCG 15% (13.50% including OFSA discount) of the reimbursements received by CLIENT under the GEMT program for the state fiscal year cost reporting cycles set forth in Attachment A.

PCG will not receive any compensation until the Medicaid FFS or Medicaid MCO reimbursements are received by CLIENT. All reimbursement realized by CLIENT from the supplemental payment program for EMS shall be paid in full directly from OHCA to CLIENT. PCG will invoice and receive its compensation after the receipt of reimbursement is received by CLIENT for either initiative, i.e., reimbursements do not have to be received for both Medicaid FFS and Medicaid MCO programs; rather PCG's compensation arises from reimbursements received by CLIENT for both initiatives from the state fiscal year cost reporting cycles set forth in Attachment A.

PCG will invoice CLIENT based on the reimbursements within 45 days of receipt of funds by CLIENT.



City of
CHICKASHA

Meeting Type: Council Agenda 8-1-2022

Meeting Date: 8/1/2022

Department: Police Department

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration and possible action to accept the award in the amount of \$10,600.00 from the Bureau of Justice Assistance, Department of Justice (BJA), Office of Justice Programs (OJP), and Justice & Security Strategies (JSS) for the Small Rural Tribal Body Worn Camera Grant.

I. BACKGROUND/DESCRIPTION:

- In August 2021, the Police Department made an application through the Bureau of Justice Assistance, Department of Justice (BJA), Office of Justice Programs (OJP) and Justice & Security Strategies (JSS) for the Small Rural Tribal Body Worn Camera (SRTBWC) Grant.
- On July 20, 2022, the Police Department received notice of an award in the amount of \$10,600.00. This is a 50% reimbursement grant.
- The Agreement has been signed by police personnel and successfully submitted.
- Monthly accounting is required until the grant is closed. A final accounting is due at the end of the program period.

II. RECOMMENDED ACTION:

Staff recommends acceptance of the SRTBWC Grant award in the amount of \$10,600.00.

III. FISCAL INFORMATION - This is an unbudgeted item.

IV. FUND INFORMATION:

Dee Rowell, Chief of Police	Fund	Account	Amount
	(To) 20-4310-???		\$10,600.00
	FUND	ACCOUNT	AMOUNT
08-01-2022	(From) 20-520-5310-???		\$10,600.00

V. ATTACHMENTS:

1. Award Notice
2. Agreement SRTBWC July2022
3. Fully executed SRTBWC Contract

Goebel Music

From: SRTBWC <info@srtbwc.com>
Sent: Wednesday, July 20, 2022 10:11 AM
To: Goebel Music
Subject: SRT BWC Contract Notification

Dear Assistant Chief Music,

Congratulations! Your SRT BWC award package has been created and is ready for final review and approval by your agency's authorized representative.

You will receive an additional email with instructions on how to sign the contract via an electronic signature agreement platform, DocuSign. This email will be sent in the next 24 hours so please check your junk/spam folders in case you do not receive this email.

If your agency has any questions or concerns regarding your contract, **please do not sign the document**. Instead, please contact our team at info@srtbwc.com or call 888-235-0565. We will work with you to address any issues before we finalize the contract.

Once we obtain the signature of the authorized representative from your agency, the SRT BWC Executive Project Director Dr. Shellie E. Solomon will then sign the document. For your records, a copy of your executed SRT BWC contract will be made available in your online grant portal and will be mailed to you.

Thank you,

SRT BWC Team



Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN
Chickasha Police Department
And



BJA
Bureau of Justice Assistance
U.S. Department of Justice



Justice & Security Strategies, Inc.

SUBAWARD INFORMATION	
Name:	Chickasha Police Department
Address:	2001 W. Iowa Avenue Chickasha, OK 73018
Award Number	28727214
Federal Identification Number	73-6005139
Micro-grantee DUNS/UEI	074283219 / YT5HUNHU8BM1
Program Period: Start Date - End Date	01/01/2022-12/31/2024
Total Amount of the Federal Award	\$ 5,300.00
Match Amount	\$ 5,300.00

By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within the application portal and the associated attachments, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Chickasha Police Department. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved budget. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: <https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special-Conditions.pdf>.

Should Chickasha Police Department accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 info@srtbwc.com , 888-235-0565	Typed Name and Title of Authorized Subrecipient Official Goebel G. Music, Jr. Assistant Chief
Signature of Approving Official	Signature of Authorized Subrecipient Official
Date:	Date:

Federal Award Number: 2020-BC-BX-K001, **October 1, 2020, C.F.D.A. No: 16.835.** **Federal Award Project Description:** The Fiscal Year 2020 Supporting Small and Rural Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate expanded body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to those agencies. This is not a research and development grant.

This project was supported by Grant No. 2020-BC-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

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Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN
Chickasha Police Department
And



BJA
Bureau of Justice Assistance
U.S. Department of Justice



Justice & Security Strategies, Inc.

SUBAWARD INFORMATION	
Name:	Chickasha Police Department
Address:	2001 W. Iowa Avenue Chickasha, OK 73018
Award Number	28727214
Federal Identification Number	73-6005139
Micro-grantee DUNS/UEI	074283219 / YT5HUNHU8BM1
Program Period: Start Date - End Date	01/01/2022-12/31/2024
Total Amount of the Federal Award	\$ 5,300.00
Match Amount	\$ 5,300.00

By signing this document, you agree to accept and comply with the award requirements including award conditions assurances and certifications that were presented within the application portal and the associated attachments, as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJJ, JSS on Chickasha Police Department. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved I. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: <https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special-Conditions.pdf>

Should Chickasha Police Department accept the award and then fail to comply with an award requirement, JSS, or of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 info@srtbwc.com , 888-235-0565	Typed Name and Title of Authorized Subrecipient Official Goebel G. Music, Jr. Assistant Chief
Signature of Approving Official	Signature of Authorized Subrecipient Official <i>Goebel G. Music, Jr., #301</i>
Date:	Date: 7/21/2022

Attachment A: Award Specific Requirements

- 1) **Body-worn Camera (“BWC”) Policy Review Required in Order to Receive Funding:** Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ’s Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee’s BWC policy is approved in writing by JSS.
 - a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micro-grantee’s executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or
 - b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.
- 2) **Monthly Reporting Required:** In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.
- 3) **Budget and spending restrictions:** In addition to all restrictions in funding previously communicated to Micro-grantee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:
 - a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean “a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity.”
 - b) Data storage costs. However, BJA and JSS recognize that BWC systems are often bundled or sold as software-as-a-service (SaaS) with no line-item distinction of data storage costs; therefore, procurements with bundled costs (specifically no line-item storage costs) are permissible for reimbursement, and the agency will not be asked to break out the costs.
 - c) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.
 - d) Any consultant rate in excess of \$650 per day unless approved in writing by JSS prior to expenditure.
- 4) **Audit and monitoring:**
 - a) Should Micro-grantee’s audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.
 - b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including
 - i. Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
 - ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.

Failure to cooperate with BJA’s or JSS’s grant monitoring activities may result in sanctions affecting Micro-grantee’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards, referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.
- 5) **Close-out:** Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.

Attachment B: Award Specific Requirements

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

- 1) **Federal rules that apply to this Subgrant:** Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

For additional details about these requirements, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

- 2) **DOJ Grants Financial Guide:** Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide_1.pdf.

- 3) **Record retention and access:** All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data or any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in any way.

Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- 4) **Requirement to report potentially duplicative funding:** If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.
- 5) **Requirement to report breach of confidential information:** Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either

- a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or

- b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

Micro-grantee's procedures required by this section must include a requirement to report an actual or imminent breach to JSS within 12 hours of when it occurs. This is required so that JSS can report the breach to OJP within 24 hours as legally required by OJP. Micro-grantee must contact JSS immediately using the method specified by JSS and no later than 12 hours if a breach of PII occurs or is about to occur to make sure this gets reported to OJP within 24 hours as required.

- 6) **Subgrants:** Micro-grantee is not permitted to award subgrants—also referred to as subawards—with the funds from this Subgrant unless you have written approval from JSS in advance of issuing the subaward.
- 7) **Procurement rule—cannot discriminate against associates of the federal government:** When buying any goods or services with funds from this micro-grant (this is known as a "procurement transaction"), micro-grantee must not discriminate against any person or business because of their status as an "associate of the federal government" (or because a person or entity is affiliated or owned by such an associate). A person or entity is an "associate of the federal government" if they are engaged or employed (in the past or at present) by or on behalf of the federal government—as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise—in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 8) **Human trafficking:** Micro-grantee must comply with all U.S. Department of Justice requirements related to trafficking in persons. This includes, but is not limited to, the requirement micro-grantee and its employees must not engage in:
 - a) Severe forms of trafficking in persons
 - b) Procurement of a commercial sex act
 - c) Use of forced labor in the performance of the Subgrant
 - d) Acts that directly support or advance trafficking in persons.

Examples are included in Section B at this website: <https://ojp.gov/funding/explore/prohibitedconduct-trafficking>

Micro-grantee's full obligations related to prohibited conduct in trafficking in persons can be found at that link above and are incorporated here with this reference. Micro-grantee's micro-grant can be terminated immediately for violation of these requirements.

- 9) **Rules for trainings developed with funds from this micro-grant:** Any training materials micro-grantee develops or delivers with funds from this micro-grant must comply with the Department of Justice OJP training requirements. These requirements include that:
 - a) Trainers comply with the law and cannot discriminate.
 - b) The content of the training and the materials must be accurate, relevant, useful and well-matched to the purpose of the training.
 - c) Trainers must be well-qualified in the subject area.
 - d) Trainers must demonstrate highest standards of professionalism.

Details about these requirements can be found here:

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.html>.

- 10) **Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination:** Equal Employment Opportunity: Micro-grantee must uphold all requirements for an equal employment opportunity organization. This means it must comply with all applicable requirements of 28 CFR Part 42, relating to civil rights and nondiscrimination and includes the requirements for equal employment opportunity programs provided in 28 CFR 42 Subpart E if Micro-grantee is required to have such a program.

- 11) **Civil Rights:** Nondiscrimination on basis of religion: Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.
- 12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

Also, Micro-grantee may not use any of the funds from this Subgrant to pay any person to influence or attempt to influence any federal agency, member of Congress or any of their employees concerning a federal grant, contract, or any other federal award. There are exceptions, including an exception for tribal organizations. See 31 USC 1352 for details.

Contact JSS immediately if you have any questions about this section or whether a specific situation falls within these rules.

- 13) **Duty to report fraud, waste, abuse, and misconduct:** Micro-grantee must promptly report to the DOJ Office of the Inspector General (OIG) any credible evidence that any person (whether they work for your organization or not) has (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws of fraud, conflict of interest, bribery, gratuity, or similar misconduct, in connection with funds under this award.

You can report potential fraud, waste, abuse, or misconduct involving or relating to these Subgrant funds by: (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Micro-grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Micro-grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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Micro-grantee must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with either this micro-grant or any other grant, cooperative agreement, or procurement contract from the federal government.

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The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN
Chickasha Police Department
And



Justice & Security Strategies, Inc.

SUBAWARD INFORMATION	
Name:	Chickasha Police Department
Address:	2001 W. Iowa Avenue Chickasha, OK 73018
Award Number	28727214
Federal Identification Number	73-6005139
Micro-grantee DUNS/UEI	074283219 / YT5HUNHU8BM1
Program Period: Start Date - End Date	01/01/2022-12/31/2024
Total Amount of the Federal Award	\$ 5,300.00
Match Amount	\$ 5,300.00

By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within the application portal and the associated attachments, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Chickasha Police Department. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved budget. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: <https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special-Conditions.pdf>.

Should Chickasha Police Department accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 info@srtbwc.com , 888-235-0565	Typed Name and Title of Authorized Subrecipient Official Goebel G. Music, Jr. Assistant Chief
Signature of Approving Official 	Signature of Authorized Subrecipient Official 
Date: 7/22/2022	Date: 7/21/2022

Federal Award Number: 2020-BC-BX-K001, **October 1, 2020, C.F.D.A. No: 16.835.** **Federal Award Project Description:** The Fiscal Year 2020 Supporting Small and Rural Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate expanded body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to those agencies. This is not a research and development grant.

This project was supported by Grant No. 2020-BC-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

Attachment A: Award Specific Requirements

- 1) **Body-worn Camera (“BWC”) Policy Review Required in Order to Receive Funding:** Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ’s Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee’s BWC policy is approved in writing by JSS.
 - a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micro-grantee’s executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or
 - b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.
- 2) **Monthly Reporting Required:** In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.
- 3) **Budget and spending restrictions:** In addition to all restrictions in funding previously communicated to Micro-grantee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:
 - a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean “a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity.”
 - b) Data storage costs. However, BJA and JSS recognize that BWC systems are often bundled or sold as software-as-a-service (SaaS) with no line-item distinction of data storage costs; therefore, procurements with bundled costs (specifically no line-item storage costs) are permissible for reimbursement, and the agency will not be asked to break out the costs.
 - c) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.
 - d) Any consultant rate in excess of \$650 per day unless approved in writing by JSS prior to expenditure.
- 4) **Audit and monitoring:**
 - a) Should Micro-grantee’s audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.
 - b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including
 - i. Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
 - ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.

Failure to cooperate with BJA’s or JSS’s grant monitoring activities may result in sanctions affecting Micro-grantee’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards, referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.
- 5) **Close-out:** Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.

Attachment B: Award Specific Requirements

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

- 1) **Federal rules that apply to this Subgrant:** Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

For additional details about these requirements, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

- 2) **DOJ Grants Financial Guide:** Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide_1.pdf.

- 3) **Record retention and access:** All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data or any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in any way.

Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- 4) **Requirement to report potentially duplicative funding:** If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.
- 5) **Requirement to report breach of confidential information:** Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either

- a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or

- b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

Micro-grantee's procedures required by this section must include a requirement to report an actual or imminent breach to JSS within 12 hours of when it occurs. This is required so that JSS can report the breach to OJP within 24 hours as legally required by OJP. Micro-grantee must contact JSS immediately using the method specified by JSS and no later than 12 hours if a breach of PII occurs or is about to occur to make sure this gets reported to OJP within 24 hours as required.

- 6) **Subgrants:** Micro-grantee is not permitted to award subgrants—also referred to as subawards—with the funds from this Subgrant unless you have written approval from JSS in advance of issuing the subaward.
- 7) **Procurement rule—cannot discriminate against associates of the federal government:** When buying any goods or services with funds from this micro-grant (this is known as a “procurement transaction”), micro-grantee must not discriminate against any person or business because of their status as an “associate of the federal government” (or because a person or entity is affiliated or owned by such an associate). A person or entity is an “associate of the federal government” if they are engaged or employed (in the past or at present) by or on behalf of the federal government-as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise-in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 8) **Human trafficking:** Micro-grantee must comply with all U.S. Department of Justice requirements related to trafficking in persons. This includes, but is not limited to, the requirement micro-grantee and its employees must not engage in:
 - a) Severe forms of trafficking in persons
 - b) Procurement of a commercial sex act
 - c) Use of forced labor in the performance of the Subgrant
 - d) Acts that directly support or advance trafficking in persons.

Examples are included in Section B at this website: <https://ojp.gov/funding/explore/prohibitedconduct-trafficking>

Micro-grantee's full obligations related to prohibited conduct in trafficking in persons can be found at that link above and are incorporated here with this reference. Micro-grantee's micro-grant can be terminated immediately for violation of these requirements.

- 9) **Rules for trainings developed with funds from this micro-grant:** Any training materials micro-grantee develops or delivers with funds from this micro-grant must comply with the Department of Justice OJP training requirements. These requirements include that:
 - a) Trainers comply with the law and cannot discriminate.
 - b) The content of the training and the materials must be accurate, relevant, useful and well-matched to the purpose of the training.
 - c) Trainers must be well-qualified in the subject area.
 - d) Trainers must demonstrate highest standards of professionalism.

Details about these requirements can be found here:

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.html>.

- 10) **Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination:** Equal Employment Opportunity: Micro-grantee must uphold all requirements for an equal employment opportunity organization. This means it must comply with all applicable requirements of 28 CFR Part 42, relating to civil rights and nondiscrimination and includes the requirements for equal employment opportunity programs provided in 28 CFR 42 Subpart E if Micro-grantee is required to have such a program.

- 11) **Civil Rights:** Nondiscrimination on basis of religion: Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.
- 12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

Also, Micro-grantee may not use any of the funds from this Subgrant to pay any person to influence or attempt to influence any federal agency, member of Congress or any of their employees concerning a federal grant, contract, or any other federal award. There are exceptions, including an exception for tribal organizations. See 31 USC 1352 for details.

Contact JSS immediately if you have any questions about this section or whether a specific situation falls within these rules.

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City of
CHICKASHA

Meeting Type: Council Agenda 8-1-2022

Meeting Date: 8/1/2022

Department: Police Department

Agenda Item No. 6.c.

AGENDA ITEM: Discussion, consideration and possible action to declare fifteen Glock 17, Generation 4 handguns as surplus and authorize them to be used for trade-in value toward the purchase of seventeen new Glock 17, Generation 5 handguns from GT Distributors under State Contract SW0220 for the purchase amount not to exceed \$6,000.00.

I. BACKGROUND/DESCRIPTION:

- The Police Department currently issues a Glock 17, Generation 4 handgun as its duty weapon to each officer.
- The Generation 4 weapon is not capable of using red dot sights (generic term) without significant slide modification which Glock would use to invalidate any warranties.
- The use of State Contract SW0220 allows the Department to trade-in our current handguns for Generation 5 handguns which are red dot compatible without incurring the full cost of purchasing new handguns.
- The Generation 4 handguns/magazines will be packaged and sent in for trade-in inspection. Once done, the Department will receive the final invoice.
- The use of red dot sights by law enforcement is well documented. The ability of the individual officer to pick up a sight picture faster and to improve the officer's shooting are just some of the noted benefits.
- The ease of maintenance, from an armorer's perspective, is much easier with the Generation 5 handgun. Glock made several changes in the Generation 5 handguns, which created a better design, fewer breakdowns, and simpler repairs.
- All officers in the Department will switch to a Generation 5 handgun. It will be the individual officer's decision if he/she adds red dot sights. If red dots are added, the officer must pay for the red dot sight, purchase the required duty holster, and attend a mandatory transition class.

II. RECOMMENDED ACTION:

Staff recommends approval of the trade-in of the handguns.

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: 08-01-2022	(From)		\$4,000.00
	20-520-5310-009.1		\$2,000.00
	11-41-541-5202-002		

V. ATTACHMENTS:

1. ChickashaPDQTE0149138cG17mos
2. SW0220_Statewide Contract Summary
3. Attachment B State General Terms 0900000488
4. Attachment C Statewide Specific Terms 0900000488
5. GTDistributors 0-6267 - signed
6. GT Dist Pricing
7. How optics improve police firearms
8. How Optics Improve Police Officer Firearms Skills _ PoliceOne
9. How optics improve police shooting
10. How red dot optics improve target acquisition
11. P1-How-to-Buy-Firearms-Optics_2021



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

Quote	QTE0149138
Date	1/21/2022
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.
220121A G17 MOSTR.	001177	RA	U	NET 15	0/0/0000	2,530,892

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	NOTES*	Notes: OkI Contract SW220-4479 Pricing per OkI State Contract SW220-4479	EA	\$0.00	\$0.00
17	GLOCK-PA175S202MO	Glock 17 Gen5 MOS w FS 9mm FXDSGHT 3	EA	\$429.00	\$7,293.00
17	AG-GL-329	Ameriglo Glock Suppressor Sights Grn/Grn	EA	\$69.98	\$1,189.66
15	NOTES*	Trade-In used/duty Glock 17gen4s w/ 3 mag.s Trade assumes box and 3 magazines. *Subtract \$5.00 for missing gun box *Subtract \$18.00 for missing magazines	EA	(\$291.50)	(\$4,372.50)
1	NOTES*	Notes: All guns must be fully functional to receive full trade value.	EA	\$0.00	\$0.00
1	NOTES*	Notes: The agency is responsible for packaging and all freight charges on trades to G T Distributors.	EA	\$0.00	\$0.00

**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
Chad King, chad.king@chickashapd.org

Subtotal	\$4,110.16
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$4,110.16

Official signed contract documents are on file with OMES Central Purchasing.

Contract title: Ammunition, Firearms, and Law Enforcement Supplies

Contract Number: SW0220

Date of Contract issuance: September 22, 2021

Contract period: 09/26/2021 through 09/25/2022

Agreement period: 09/26/2021 through 09/25/2026

Type of contract: Mandatory ☒ Non-Mandatory ☐

OMES Central Purchasing contact: Lisa Bradley

Title: Procurement Specialist

Phone: (405) - 522 - 4480

Email: Lisa.bradley@omes.ok.gov

Supplier name: Clyde Armory

Supplier ID #: 0000324494

Contract ID #: 0-6269

Supplier Point of Contact: Adam Smith

Supplier address: 4800 Atlanta Highway

City: Athens

State: GA

Zip Code: 30606 - 0713

Phone #: 1 - 706 - 549 - 1842

Email: Adam@clydearmory.com

Supplier name: Con10Gency

Supplier ID #: 0000532285

Contract ID #: 0-6272

Supplier Point of Contact: Norm Voshall

Supplier address: 17170 Jordan Rd, Ste 404

City: Selma

State: TX

Zip Code: 78154 - 1292

Phone #: 1 - 855 - 590 - 4065

Email: info@con10gency.com

Supplier name: COPS Products

Supplier ID #: 0000279456

Contract ID #: 0-6268

Supplier Point of Contact: Cheryl Schoengerger

Supplier address: 2550 W Reno, Ste 101

City: OKC

State: OK

Zip Code: 73107 - 6800

Phone #: 1 - 405 - 232 - 7300

Email: cheryl@copsproducts.com

Supplier name: Galls

Supplier ID #: 0000497752

Contract ID #: 0-6271

Supplier Point of Contact: Lindsay Rose

Supplier address: 1340 Russell Cave Road

City: Lexington

State: KY

Zip Code: 40505 -

Phone #: 1 - 859 - 800 - 1402

Email Rose-Lindsay@galls.com

Supplier name: GT Distributors

Supplier ID #: 0000077307

Contract ID #: 0-6267

Supplier Point of Contact: David Curtis

Supplier address: 2545 Brockton Drive, Ste 100

City: Austin

State: TX

Zip Code: 78758 -

Phone #: 1 - 512 - 451 - 8298

Email: txbids@gtdist.com

Supplier name: Precision Delta Corp

Supplier ID #: 0000055310

Contract ID #: 0-6266

Supplier Point of Contact: Patricia Lott

Supplier address: PO Box 128

City: Ruleville

State: MS

Zip Code: 38771 - 0128

Phone #: 1 - 662 - 756 - 2810

Email: precdelta@tecinfo.net

Supplier name: ProForce Marketing Inc

Supplier ID #: 0000337307

Contract ID #: 0-6270

Supplier Point of Contact: Mark Salazar

Supplier address: 3009 N Highway 89

City: Prescott

State: AZ

Zip Code: 86301 -

Phone #: 1 - 928 - 776 - 7192

Email sales@proforceonline.com

Supplier name: Texas Armament & Technology LLC

Supplier ID #: 0000533358

Contract ID #: 0-6273

Supplier Point of Contact: Robin Eaves

Supplier address: 3200 Kirby Drive, Ste 801

City: Houston

State: TX

Zip Code: 77098 - 3230

Phone #: 1 - 888 - 452 - 4019

Email: robin@tx-at.com

Contract Overview:

This contract is for the purchase of Firearms, Ammunition, and Law Enforcement Supplies

Authorized Users: All state departments, boards, commissions, agencies, and institutions, in Addition to counties, school districts and municipalities which may avail themselves of this contract.

How to order:

Review pricing, brands, and discount percentages.

Verify items and delivery lead times with selected supplier.

Available Brands:

Wide variety of new items and brands. Too numerous to list all brands.

Available Products and Services:

Firearms, and firearm accessories such as sights, grips, and other items.

Ammunition – Be sure to verify delivery. Market conditions are difficult for ammo delivery.

Law Enforcement Supplies – OC Spray, Batons, Helmets, Riot Gear, Less Lethal gear, Hand Cuffs, Belts

Authorized Dealer/Reseller(s): N/A

Supplier name:

Supplier ID #:

Contract ID #:

Supplier Point of Contact:

Supplier address:

City:

State:

Zip Code:

-

Phone #: 1 - - -

Email:

Supplier name:

Supplier ID #:

Contract ID #:

Supplier Point of Contact:

Supplier address:

City:

State:

Zip Code:

-

Phone #: 1 - - -

Email:

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.

CONTRACT

State of Oklahoma

Dispatch via Print

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

Contract ID 0000000000000000000000006267			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

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	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

Mike Howard



State of Oklahoma

Contract ID 00000000000000000000000006267			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				

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GTDistributors 0-6267

Final Audit Report

2021-08-31

Created:	2021-08-31
By:	Lisa Bradley (lisa.bradley@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU0qbaRy7NsFhtu2xBbEfFaLFGQjmV4ls

"GTDistributors 0-6267" History

-  Document created by Lisa Bradley (lisa.bradley@omes.ok.gov)
2021-08-31 - 6:36:58 PM GMT- IP address: 165.225.216.114
-  Document emailed to Mike Howard (mike.howard@omes.ok.gov) for signature
2021-08-31 - 6:37:34 PM GMT
-  Email viewed by Mike Howard (mike.howard@omes.ok.gov)
2021-08-31 - 6:44:29 PM GMT- IP address: 165.225.216.87
-  Document e-signed by Mike Howard (mike.howard@omes.ok.gov)
Signature Date: 2021-08-31 - 6:44:48 PM GMT - Time Source: server- IP address: 165.225.216.87
-  Agreement completed.
2021-08-31 - 6:44:48 PM GMT

Manufacturer Name	Caliber	Unit of Measure	Rounds	Delivery	Other	List Price	Percent Discount	Contract Price
Federal	10mm Auto	Case	200	30-360 Days	P10HST1S			\$ 276.26
Federal	380 Auto	Case	1000	30-360 Days	P380HST1			\$ 553.76
Federal	9mm	Case	1000	30-360 Days	P9HST1			\$ 405.67
Federal	9mm	Case	1000	30-360 Days	P9HST2			\$ 405.67
Federal	9mm	Case	1000	30-360 Days	P9HST3			\$ 405.67
Federal	357 SIG	Case	1000	30-360 Days	P357SHST1			\$ 531.35
Federal	40 S&W	Case	1000	30-360 Days	P40HST3			\$ 440.51
Federal	40 S&W	Case	1000	30-360 Days	P40HST1			\$ 440.51
Federal	45 Auto	Case	1000	30-360 Days	P45HST2			\$ 484.07
Federal	45 Auto	Case	1000	30-360 Days	P45HST1			\$ 484.07
Federal	38 Special	Case	200	30-360 Days	P38HST1S			\$ 222.74
Federal	9mm	Case	200	30-360 Days	P9HST5S			\$ 211.55
Federal	10mm Auto	Case	200	30-360 Days	P10T1			\$ 250.12
Federal	10mm Auto	Case	500	30-360 Days	P10HS1			\$ 375.80
Federal	38 Special	Case	1000	30-360 Days	P38HS1G			\$ 497.76
Federal	380 Auto	Case	1000	30-360 Days	P380HS1G			\$ 547.54
Federal	9mm	Case	1000	30-360 Days	P9HS1G1			\$ 399.45
Federal	9mm	Case	1000	30-360 Days	P9HS2G1			\$ 431.80
Federal	40 S&W	Case	1000	30-360 Days	P40HS3G			\$ 450.48
Federal	40 S&W	Case	1000	30-360 Days	P40HS1G			\$ 455.45
Federal	45 Auto	Case	1000	30-360 Days	P45HS1G			\$ 502.73
Federal	9mm	Case	1000	30-360 Days	AE9N1			\$ 310.82
Federal	9mm	Case	1000	30-360 Days	AE9N2			\$ 310.82
Federal	40 S&W	Case	1000	30-360 Days	AE40N1			\$ 354.21
Federal	45 Auto	Case	1000	30-360 Days	AE45N1			\$ 458.60
Federal	9mm	Case	1000	30-360 Days	BC9NT3			\$ 471.79
Federal	9mm	Case	1000	30-360 Days	BC9P1			\$ 516.21
Federal	40 S&W	Case	1000	30-360 Days	BC40CT1			\$ 527.01
Federal	40 S&W	Case	1000	30-360 Days	BC40P1			\$ 530.61
Federal	45 Auto	Case	1000	30-360 Days	BC45CT1			\$ 626.65
Federal	9mm	Case	1000	30-360 Days	9BP			\$ 296.17
Federal	9mm	Case	1000	30-360 Days	9MS			\$ 296.17
Federal	9mm	Case	1000	30-360 Days	9BPLE			\$ 354.66
Federal	38 Special	Case	1000	30-360 Days	38G			\$ 367.10
Federal	40 S&W	Case	1000	30-360 Days	40SWB			\$ 384.52
Federal	40 S&W	Case	1000	30-360 Days	40SWA			\$ 384.52
Federal	45 Auto	Case	1000	30-360 Days	45D			\$ 462.91

Federal	38 Special	Case	1000 30-360 Days	GM38A	\$ 352.17
Federal	45 Auto	Case	1000 30-360 Days	GM45B	\$ 449.23
Federal	25 Auto	Case	1000 30-360 Days	AE25AP	\$ 350.69
Federal	32 Auto	Case	1000 30-360 Days	AE32AP	\$ 313.16
Federal	380 Auto	Case	1000 30-360 Days	AE380AP	\$ 326.06
Federal	9mm	Case	1000 30-360 Days	AE9DP	\$ 243.95
Federal	9mm	Case	1000 30-360 Days	AE9AP	\$ 243.95
Federal	9mm	Case	1000 30-360 Days	AE9FP	\$ 243.95
Federal	38 Special	Case	1000 30-360 Days	AE38K	\$ 396.44
Federal	38 Special	Case	1000 30-360 Days	AE38B	\$ 396.44
Federal	357 Magnum	Case	1000 30-360 Days	AE357A	\$ 449.22
Federal	357 SIG	Case	1000 30-360 Days	AE357S2	\$ 368.29
Federal	40 S&W	Case	1000 30-360 Days	AE40R3	\$ 340.14
Federal	40 S&W	Case	1000 30-360 Days	AE40R1	\$ 340.14
Federal	10mm Auto	Case	1000 30-360 Days	AE10A	\$ 457.43
Federal	45 Auto	Case	1000 30-360 Days	AE45A	\$ 376.49
Federal	9mm	Case	500 30-360 Days	AE9SJ1	\$ 164.21
Federal	9mm	Case	500 30-360 Days	AE9SJ2	\$ 164.21
Federal	9mm	Case	500 30-360 Days	AE9SJ3	\$ 164.21
Federal	9mm	Case	500 30-360 Days	AE9SJ4	\$ 164.21
Federal	40 S&W	Case	500 30-360 Days	AE40SJ1	\$ 186.48
Federal	40 S&W	Case	500 30-360 Days	AE40SJ2	\$ 186.48
Federal	45 Auto	Case	500 30-360 Days	AE45SJ1	\$ 209.94
Federal	45 Auto	Case	500 30-360 Days	AE45SJ2	\$ 209.94
Federal	223/5.56	Case	200 30-360 Days	LE223T1	\$ 235.20
Federal	223/5.56	Case	200 30-360 Days	LE223T3	\$ 235.20
Federal	223/5.56	Case	500 30-360 Days	T556TNB1	\$ 343.45
Federal	308/7.62	Case	200 30-360 Days	LE308T1	\$ 349.67
Federal	308/7.62	Case	200 30-360 Days	LE308TT2	\$ 373.32
Federal	223/5.56	Case	500 30-360 Days	T223E	\$ 316.07
Federal	223/5.56	Case	500 30-360 Days	T223T	\$ 384.52
Federal	223/5.56	Case	500 30-360 Days	T223A	\$ 258.83
Federal	223/5.56	Case	500 30-360 Days	T223L	\$ 298.66
Federal	223/5.56	Case	500 30-360 Days	T223TTMK2	\$ 355.90
Federal	223/5.56	Case	500 30-360 Days	T223TTMK3	\$ 355.90
Federal	6.5 Creedmoor	Case	500 30-360 Days	T65CRDTTMK1	\$ 761.57
Federal	308/7.62	Case	500 30-360 Days	T308TTMK2	\$ 573.67
Federal	308/7.62	Case	500 30-360 Days	T308T	\$ 494.02
Federal	223/5.56	Case	500 30-360 Days	BC223NT5	\$ 344.54

Federal	223/5.56	Case	500 30-360 Days	BC223NT5A	\$ 420.16
Federal	30 Carbine	Case	200 30-360 Days	30CA	\$ 228.98
Federal	223/5.56	Case	500 30-360 Days	AE223G	\$ 271.28
Federal	223/5.56	Case	500 30-360 Days	AE223	\$ 221.68
Federal	223/5.56	Case	500 30-360 Days	AE223N	\$ 241.61
Federal	223/5.56	Case	500 30-360 Days	AE223T75	\$ 249.83
Federal	223/5.56	Case	500 30-360 Days	AE223NX1	\$ 257.59
Federal	224 Valkyrie	Case	200 30-360 Days	P224VLKBT1	\$ 228.98
Federal	224 Valkyrie	Case	200 30-360 Days	AE224VLK1	\$ 110.25
Federal	224 Valkyrie	Case	200 30-360 Days	F224VLKMSR1	\$ 221.50
Federal	30 Carbine	Case	500 30-360 Days	AE30CB	\$ 303.78
Federal	7.62x39	Case	500 30-360 Days	A76239A	\$ 374.15
Federal	308/7.62	Case	500 30-360 Days	AE308D	\$ 380.01
Federal	30-06 Sprf	Case	500 30-360 Days	AE3006N	\$ 499.64
Federal	338 Lapua	Case	200 30-360 Days	AE338L	\$ 507.72
Federal	300 BLK	Case	500 30-360 Days	AE300BLK1	\$ 347.17
Federal	300 BLK	Case	500 30-360 Days	AE300BLKSUP2	\$ 454.21
Federal	300 BLK	Case	200 30-360 Days	F300BMSR2	\$ 201.60
Federal	6.5 Creedmoor	Case	200 30-360 Days	AE65CRD2	\$ 197.85
Federal	300 Win Mag	Case	200 30-360 Days	GM300WMBH1	\$ 449.23
Federal	300 Norma Mag	Case	200 30-360 Days	GM300NMBH1	\$ 812.60
Federal	6.5 Grendel	Case	200 30-360 Days	GM65GDLBH130	\$ 282.48
Federal	6.5 Creedmoor	Case	200 30-360 Days	GM6CRDM1	\$ 263.82
Federal	6.5 Creedmoor	Case	200 30-360 Days	GM6CRDBH1	\$ 286.21
Federal	6.5 Creedmoor	Case	200 30-360 Days	GM65CRDBH130	\$ 278.74
Federal	6.5 Creedmoor	Case	200 30-360 Days	GM65CRD1	\$ 272.52
Federal	6.5 PRC	Case	200 30-360 Days	GM65PRCBH1	\$ 484.07
Federal	223/5.56	Case	200 30-360 Days	GM223BH73	\$ 212.80
Federal	223/5.56	Case	200 30-360 Days	GM223M	\$ 210.30
Federal	223/5.56	Case	500 30-360 Days	GM223M500	\$ 460.43
Federal	223/5.56	Case	200 30-360 Days	GM223M3	\$ 197.85
Federal	224 Valkyrie	Case	200 30-360 Days	GM224VLK1	\$ 236.44
Federal	224 Valkyrie	Case	200 30-360 Days	GM224VLKBH2	\$ 250.12
Federal	308/7.62	Case	200 30-360 Days	GM308BH185	\$ 262.57
Federal	308/7.62	Case	200 30-360 Days	GM308M	\$ 210.30
Federal	308/7.62	Case	500 30-360 Days	GM308M500	\$ 502.73
Federal	308/7.62	Case	200 30-360 Days	GM308M2	\$ 221.50
Federal	30-06 Sprf	Case	200 30-360 Days	GM3006M	\$ 267.55
Federal	300 Win Mag	Case	200 30-360 Days	GM300WM	\$ 363.37

Federal	308/7.62	Case	500 30-360 Days	GM762M2	\$ 576.16
Federal	338 Lapua	Case	200 30-360 Days	GM338LM	\$ 770.28
Federal	338 Lapua	Case	200 30-360 Days	GM338LM2	\$ 770.28
Federal	223/5.56	Case	500 30-360 Days	XM193X	\$ 221.68
Federal	223/5.56	Case	500 30-360 Days	XM193BLX	\$ 221.68
Federal	223/5.56	Case	420 30-360 Days	XM193BK420 AC1X	\$ 197.05
Federal	223/5.56	Case	1000 30-360 Days	XM193BKX	\$ 437.48
Federal	223/5.56	Case	500 30-360 Days	AE223JX	\$ 221.68
Federal	223/5.56	Case	500 30-360 Days	AE223BLX	\$ 221.68
Federal	223/5.56	Case	1000 30-360 Days	AE223BKX	\$ 437.48
Speer	9mm	Case	1000 30-360 Days	54226	\$ 446.74
Speer	40 S&W	Case	1000 30-360 Days	53999	\$ 510.21
Speer	45 Auto	Case	1000 30-360 Days	54256	\$ 572.43
Speer	25 Auto	Case	200 30-360 Days	23602GD	\$ 197.85
Speer	32 Auto	Case	200 30-360 Days	23604GD	\$ 221.50
Speer	380 Auto	Case	1000 30-360 Days	53606	\$ 357.15
Speer	9mm	Case	1000 30-360 Days	53614	\$ 409.40
Speer	pmm	Case	1000 30-360 Days	53618	\$ 409.40
Speer	9mm	Case	1000 30-360 Days	53619	\$ 409.40
Speer	9mm	Case	1000 30-360 Days	53617	\$ 409.40
Speer	38 Special	Case	1000 30-360 Days	53722	\$ 454.21
Speer	38 Special	Case	1000 30-360 Days	53720	\$ 454.21
Speer	357 SIG	Case	1000 30-360 Days	53918	\$ 406.91
Speer	357 SIG	Case	1000 30-360 Days	54234	\$ 441.76
Speer	357 Magnum	Case	1000 30-360 Days	53960	\$ 591.09
Speer	40 S&W	Case	1000 30-360 Days	53970	\$ 447.99
Speer	40 S&W	Case	1000 30-360 Days	53962	\$ 454.21
Speer	10mm Auto	Case	200 30-360 Days	54000GD	\$ 265.06
Speer	44 Special	Case	200 30-360 Days	23980GD	\$ 279.99
Speer	45 Auto	Case	1000 30-360 Days	53969	\$ 503.99
Speer	45 Auto	Case	1000 30-360 Days	53966	\$ 503.99
Speer	45 GAP	Case	1000 30-360 Days	53978	\$ 490.29
Speer	9mm	Case	200 30-360 Days	23611GD	\$ 210.30
Speer	38 Special	Case	1000 30-360 Days	53921	\$ 454.21
Speer	357 Magnum	Case	200 30-360 Days	23917GD	\$ 248.88
Speer	40 S&W	Case	200 30-360 Days	23974GD	\$ 253.85
Speer	45 Auto	Case	200 30-360 Days	23975GD	\$ 241.41
Speer	223/5.56	Case	500 30-360 Days	24446	\$ 292.44
Speer	223/5.56	Case	500 30-360 Days	24445SP	\$ 292.44

Speer	223/5.56	Case	500 30-360 Days	24475	\$ 292.44
Speer	308/7.62	Case	500 30-360 Days	24457	\$ 454.21
Speer	308/7.62	Case	500 30-360 Days	24458	\$ 454.21
Speer	380 Auto	Case	1000 30-360 Days	53608	\$ 303.78
Speer	9mm	Case	1000 30-360 Days	53651	\$ 243.95
Speer	9mm	Case	1000 30-360 Days	53620	\$ 243.95
Speer	38 Special	Case	1000 30-360 Days	53733	\$ 330.76
Speer	38 Special	Case	1000 30-360 Days	53750	\$ 343.66
Speer	357 SIG	Case	1000 30-360 Days	53919	\$ 346.00
Speer	40 S&W	Case	1000 30-360 Days	53955	\$ 329.57
Speer	40 S&W	Case	1000 30-360 Days	53652	\$ 340.14
Speer	45 Auto	Case	1000 30-360 Days	53653	\$ 376.49
Speer	45 Auto	Case	1000 30-360 Days	53658	\$ 362.43
Speer	45 GAP	Case	1000 30-360 Days	53979	\$ 425.76
Speer	45 GAP	Case	1000 30-360 Days	53980	\$ 425.76
Speer	9mm	Case	1000 30-360 Days	53824	\$ 255.71
Speer	9mm	Case	1000 30-360 Days	53826	\$ 255.71
Speer	38 Special	Case	1000 30-360 Days	53833	\$ 325.33
Speer	357 SIG	Case	1000 30-360 Days	54232	\$ 330.13
Speer	40 S&W	Case	1000 30-360 Days	53982	\$ 354.14
Speer	40 S&W	Case	1000 30-360 Days	53880	\$ 354.14
Speer	45 Auto	Case	1000 30-360 Days	53885	\$ 391.35
Speer	9mm	Case	1000 30-360 Days	53365	\$ 486.20
Speer	357 SIG	Case	1000 30-360 Days	53368	\$ 540.21
Speer	40 S&W	Case	1000 30-360 Days	53375	\$ 522.21
Speer	45 Auto	Case	1000 30-360 Days	53395	\$ 654.26
Speer	25 Auto	Case	1000 30-360 Days	3501	\$ 347.17
Speer	32 Auto	Case	1000 30-360 Days	3503	\$ 385.87
Speer	380 Auto	Case	1000 30-360 Days	3505	\$ 286.18
Speer	9mm	Case	1000 30-360 Days	3509	\$ 216.99
Speer	38 Special	Case	1000 30-360 Days	3514	\$ 274.46
Speer	38 Special	Case	1000 30-360 Days	3519	\$ 287.36
Speer	357 Magnum	Case	1000 30-360 Days	3542	\$ 372.98
Speer	40 S&W	Case	1000 30-360 Days	3589	\$ 290.87
Speer	40 S&W	Case	1000 30-360 Days	3591	\$ 286.18
Speer	10mm Auto	Case	1000 30-360 Days	3597	\$ 319.02
Speer	44 Special	Case	1000 30-360 Days	3556	\$ 534.84
Speer	45 Auto	Case	1000 30-360 Days	3570	\$ 330.76
Speer	45 Colt	Case	1000 30-360 Days	3584	\$ 645.08

Speer	9mm	Case	1000 30-360 Days	3460	\$ 260.51
Speer	9mm	Case	1000 30-360 Days	3462	\$ 260.51
Speer	38 Special	Case	1000 30-360 Days	3522	\$ 339.74
Speer	38 Special	Case	1000 30-360 Days	3475	\$ 267.71
Speer	40 S&W	Case	1000 30-360 Days	3477	\$ 291.72
Speer	45 Auto	Case	1000 30-360 Days	3480	\$ 343.34
Speer	9mm	Case	1000 30-360 Days	5200	\$ 228.71
Speer	9mm	Case	1000 30-360 Days	5201	\$ 233.40
Speer	380 Auto	Case	1000 30-360 Days	5202	\$ 314.33
Speer	38 Special	Case	1000 30-360 Days	5204	\$ 364.77
Speer	38 Special	Case	1000 30-360 Days	5207	\$ 419.59
Speer	40 S&W	Case	1000 30-360 Days	5210	\$ 326.06
Speer	40 S&W	Case	1000 30-360 Days	5220	\$ 326.06
Speer	45 Auto	Case	1000 30-360 Days	5230	\$ 369.46
Federal	12 Ga	Case	250 30-360 Days	BC127 RS	\$ 367.10
Federal	12 Ga	Case	250 30-360 Days	BC132 00	\$ 329.77
Federal	12 Ga	Case	250 30-360 Days	LE133 00	\$ 169.24
Federal	12 Ga	Case	250 30-360 Days	LER133 00	\$ 169.24
Federal	12 Ga	Case	250 30-360 Days	LE132 00	\$ 169.24
Federal	12 Ga	Case	250 30-360 Days	LER132 00	\$ 169.24
Federal	12 Ga	Case	250 30-360 Days	LE127 00	\$ 169.24
Federal	12 Ga	Case	250 30-360 Days	LER127 00	\$ 169.24
Federal	12 Ga	Case	250 30-360 Days	P154 00	\$ 439.27
Federal	12 Ga	Case	250 30-360 Days	P156 00	\$ 439.27
Federal	12 Ga	Case	250 30-360 Days	F127 000	\$ 174.22
Federal	12 Ga	Case	250 30-360 Days	F127 00	\$ 161.77
Federal	12 Ga	Case	250 30-360 Days	F130 00	\$ 161.77
Federal	12 Ga	Case	250 30-360 Days	F127 RS	\$ 168.00
Federal	12 Ga	Case	250 30-360 Days	F130 RS	\$ 168.00
Federal	12 Ga	Case	250 30-360 Days	H132 00	\$ 148.09
Federal	12 Ga	Case	250 30-360 Days	LE127 RS	\$ 174.22
Federal	12 Ga	Case	250 30-360 Days	LEB127 RS	\$ 174.22
Federal	12 Ga	Case	250 30-360 Days	LEB127 DPRS	\$ 242.66
Federal	12 Ga	Case	250 30-360 Days	LEB127 LRS	\$ 174.22
Federal	12 Ga	Case	250 30-360 Days	GMT115 7.5	\$ 92.66
Federal	12 Ga	Case	250 30-360 Days	GMT115 8	\$ 92.66
Federal	12 Ga	Case	250 30-360 Days	GMT116 7.5	\$ 92.66
Federal	12 Ga	Case	250 30-360 Days	GMT116 8	\$ 92.66
Federal	12 Ga	Case	250 30-360 Days	TG12 7.5	\$ 75.07

Federal	12 Ga	Case	250 30-360 Days	TG12 8	\$ 75.07
Federal	12 Ga	Case	250 30-360 Days	TGL12 7.5	\$ 75.07
Federal	12 Ga	Case	250 30-360 Days	TGL12 8	\$ 75.07
Federal	12 Ga	Case	250 30-360 Days	TGL12 9	\$ 75.07
Federal	12 Ga	Case	250 30-360 Days	TG20 7.5	\$ 75.07
Federal	12 Ga	Case	250 30-360 Days	TG20 8	\$ 75.07
Federal	12 Ga	Case	250 30-360 Days	TG20 9	\$ 75.07
Federal	22 WMR	Case	5250 30-360 Days	745	\$ 256.86
Federal	22 LR	Case	5000 30-360 Days	AE5022	\$ 259.21
Federal	22 WMR	Case	2000 30-360 Days	954	\$ 566.21
Speer	22 LR	Case	5000 30-360 Days	35	\$ 256.86
Speer	22 LR	Case	5000 30-360 Days	30	\$ 316.68
Speer	22 LR	Case	5000 30-360 Days	31	\$ 327.23
Remington	12 Ga	Case	250 30-360 Days	R20804	\$ 372.67
Remington	12 Ga	Case	250 30-360 Days	20805	\$ 372.67
Remington	12 Ga	Case	250 30-360 Days	20809	\$ 503.07
Remington	12 Ga	Case	250 30-360 Days	20642	\$ 372.67
Remington	12 Ga	Case	250 30-360 Days	20641	\$ 372.67
Remington	12 Ga	Case	250 30-360 Days	20647	\$ 503.07
Remington	12 Ga	Case	250 30-360 Days	20811	\$ 390.13
Remington	12 Ga	Case	250 30-360 Days	20643	\$ 191.61
Remington	12 Ga	Case	250 30-360 Days	20645	\$ 203.15
Remington	12 Ga	Case	250 30-360 Days	20812	\$ 207.65
Remington	12 Ga	Case	75 30-360 Days	20662	\$ 177.44
Remington	12 Ga	Case	250 30-360 Days	20810	\$ 400.46
Remington	12 Ga	Case	250 30-360 Days	20635	\$ 400.46
Remington	12 Ga	Case	250 30-360 Days	20279	\$ 204.90
Remington	12 Ga	Case	250 30-360 Days	20285	\$ 217.54
Remington	223/5.56	Case	500 30-360 Days	23896	\$ 344.43
Remington	223/5.56	Case	200 30-360 Days	28918	\$ 176.11
Remington	308/7.62	Case	200 30-360 Days	29115	\$ 231.49
Remington	357 Magnum	Case	500 30-360 Days	R29401	\$ 396.28
Remington	9mm	Case	500 30-360 Days	29357	\$ 267.52
Remington	9mm	Case	500 30-360 Days	29359	\$ 267.52
Remington	9mm	Case	500 30-360 Days	29358	\$ 267.52
Remington	380 Auto	Case	500 30-360 Days	29413	\$ 267.52
Remington	38 Special	Case	500 30-360 Days	29431	\$ 267.52
Remington	40 S&W	Case	500 30-360 Days	R29429	\$ 267.52
Remington	40 S&W	Case	500 30-360 Days	R29430	\$ 267.52

Remington	45 Auto	Case	500 30-360 Days	29445	\$ 267.52
Remington	45 Auto	Case	500 30-360 Days	29453	\$ 267.52
Remington	45 Auto	Case	500 30-360 Days	29457	\$ 267.52
Remington	9mm	Case	500 30-360 Days	29353	\$ 349.60
Remington	9mm	Case	500 30-360 Days	29351	\$ 364.76
Remington	357 SIG	Case	500 30-360 Days	29408	\$ 373.44
Remington	40 S&W	Case	500 30-360 Days	29366	\$ 363.66
Remington	40 S&W	Case	500 30-360 Days	29436	\$ 363.66
Remington	45 Auto	Case	500 30-360 Days	29414	\$ 379.15
Remington	45 Auto	Case	500 30-360 Days	29416	\$ 379.15
Remington	9mm	Case	500 30-360 Days	29460	\$ 344.99
Remington	9mm	Case	500 30-360 Days	28358	\$ 301.75
Remington	40 S&W	Case	500 30-360 Days	28360	\$ 315.85
Remington	223/5.56	Case	500 30-360 Days	23685	\$ 236.36
Remington	223/5.56	Case	200 30-360 Days	23815	\$ 131.20
Remington	223/5.56	Case	1000 30-360 Days	23891	\$ 472.77
Remington	9mm	Case	500 30-360 Days	23811	\$ 178.10
Remington	9mm	Case	500 30-360 Days	23749	\$ 178.10
Remington	9mm	Case	1000 30-360 Days	23651	\$ 250.08
Remington	40 S&W	Case	650 30-360 Days	23626	\$ 222.62

	A	B	C	D	E	F	G	H
1	SW220 - Firearms, Ammunition, and Law Enforcement Supplies							
2	Exhibit 1 - Pricing Submittal							
3								
4								
5								
6								
7	Category 2 - Firearms							
8	* Preferred brand names are included in a drop down list. Respondents will propose the firearm details corresponding to their offer. *							
9	Desired Handguns will include: Pistols, Revolvers, Semi-Automatic, Full Size, Compact, Concealed Pocket, etc.							
10	Desired Long Guns: Rifles, Shotguns, and SWAT/Tactical							
11	Suppliers may list alternate brands							
12								
13								
14	Manufacturer Name	Type	Caliber	Magazine Capacity	Delivery	Other	List Price	Percent Discount
15	Glock	All			90-120 Days		Agency	
16	Benelli	Long Guns			30-180 Days		MSRP	7%
17	Colt	Long Guns			30-180 Days		MSRP	3%
18	FNH	Long Guns			30-180 Days		MSRP	15%
19	Mossberg	Long Guns			30-180 Days		MSRP	24%
20	Savage	Long Guns			30-180 Days		MSRP	12%
21	Springfield	Long Guns			30-180 Days		MSRP	27%
22	Strum Ruger	Long Guns			30-180 Days		MSRP	20%
23								
24								
25	OTHER BRANDS:							

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SW220 - Firearms, Ammunition, and Law Enforcement Supplies

Exhibit 1 - Pricing Submittal

Category 3 - Law Enforcement Supplies

* Suggested Item Categories are listed in the drop down list. *
Suppliers may list alternate categories.

Item/Category	Brand	Delivery	Unit of Measure	List Price	Percent Discount	Contract Price
Ammo Pouch/Speedloader	Safariland	30-90 Days	EA	MSRP	29%	
Belts	Safariland	30-90 Days	EA	MSRP	29%	
Holsters	Safariland	30-90 Days	EA	MSRP	24%	
Pouches	Safariland	30-90 Days	EA	MSRP	29%	
Armor	Safariland	30-90 Days	EA	MSRP	20%	
Helmets	Safariland	30-90 Days	EA	MSRP	20%	
OC Dispensing Systems/Devices	Defense Tech	30-90 Days	EA	MSRP	5%	
Accessories	Defense Tech	30-90 Days	EA	MSRP	1%	
Riot Gear	Monadnock	30-90 Days	EA	MSRP	19%	
Batons	Monadnock	30-90 Days	EA	MSRP	19%	
Handcuffs	Monadnock	30-90 Days	EA	MSRP	19%	
Ammo Pouch/Speedloader	Bianchi	30-90 Days	EA	MSRP	29%	
Belts	Bianchi	30-90 Days	EA	MSRP	29%	
Pouches	Bianchi	30-90 Days	EA	MSRP	29%	
Holders	Bianchi	30-90 Days	EA	MSRP	24%	
Batons	ASP	30-90 Days	EA	MSRP	25%	
Handcuffs	ASP	30-90 Days	EA	MSRP	25%	
Pouches	ASP	30-90 Days	EA	MSRP	25%	
Lights	ASP	30-90 Days	EA	MSRP	25%	
OC Dispensing Systems/Devices	ASP	30-90 Days	EA	MSRP	25%	
Gas Mask	Avon	30-90 Days	EA	MSRP	10%	
Belts	Blackhawk	30-90 Days	EA	MSRP	24%	
Holders	Blackhawk	30-90 Days	EA	MSRP	24%	
Pouches	Blackhawk	30-90 Days	EA	MSRP	24%	
Gloves/Pads/Bags	Hatch	30-90 Days	EA	MSRP	29%	
Lights/Accessories	Streamlight	30-90 Days	EA	MSRP	31%	
Batteries	Streamlight	30-90 Days	EA	MSRP	31%	
Lights/Accessories	Surefire	30-120 Days	EA	MSRP	20%	

Exhibit 1 - Value Added Items and/or Services

If your company can provide additional items and/or services in the general scope of this contract please provide with brief details and pricing information.

Examples: Labor Rate for Repairs, Labor Rate for Customization, Training, etc.

Supplies

se include them here

Bauer Firearms	Federal	Ammo Pouch/Speedloader
Benelli	Speer	Badges
Beretta	CCI	Batons
Browning Arms	Lawman	Belly Chains
Bushmaster	Blazer	Belts
Colt	Remington	Flex Cuffs
FNH	Winchester	Gas Mask
Glock	Hornady	Hancuffs
Heckler & Koch	Gold Dot	Helmets
Kahr	Golden Saber	Holders
Mossberg	Beretta	Leg Irons
Remington	Blackhawk	Less Lethal
Savage	Bulldog	Masks
Sig Sauer	Colt	OC Dispensing Systems/Devices
Smith & Wesson	Gerber	Pouches
Springfield	Golden Tiger	Projectiles
Strum Ruger	FNH	Riot Gear
	Sig Sauer	Security/Restraint Chains
	Smith & Wesson	Shields
	Springfield	Tasers
	Wolf	Transport Belts

Going beyond iron sights: How law enforcement can harness the benefits of optic technology

Advancements in optics tech can improve the confidence level, as well as the hit potential, of law enforcement officers armed with a patrol rifle or tactical carbine

Apr 26, 2018

By Nick Jacobellis, P1 Contributor

While numerous wars and combat actions have been won while using [rifles](#) fitted with fixed and adjustable iron sights, advancements in optics technology make it possible for military and law enforcement personnel to effectively engage armed adversaries with rifles equipped with a red dot or magnified optic.

This article provides a general description of the different types of optics currently available for use by law enforcement officers.



Even if only a split second is saved during a use of authorized deadly force, any piece of equipment that enables LEOs to engage armed subjects with more confidence and precision is worth using. (Photo/Courtesy)

HUNTING/SNIPER RIFLE SCOPES

For many years, people were most familiar with the magnified optic commonly used by hunters and military snipers in time of war. These variable scopes are designed to provide a specific level of “power” or magnification that enables the shooter to clearly identify and accurately engage targets at certain distances.

The problem with this type of optic is that it is slower and more difficult to use in a fast-moving, close-quarters battle situation. Instead, these types of scopes/optics are designed to be “dialed in” or manually adjusted to allow the rifle operator to engage targets at specific distances.

SINGLE-BODY OPTIC

A single body magnified optic – designed for fast-moving armed encounters – is commonly mounted on the top rail of a semi-automatic or a select fire rifle/carbine. This optic is also used on belt-fed machine guns.

Unlike the magnified optics more commonly used on hunting and sniper rifles, this optic cannot be manually adjusted. Instead, this optic provides a specific level of magnification. These optics also utilize reference points that are incorporated in the design of the viewing body of the optic and enable the operator to engage targets with precision in a CQB situation or beyond to several hundred yards.

Certain popular fixed power non-adjustable magnified optics are also fitted with a small red dot optic or have a fixed blade fitted to the top of the body of the optic. These features enable the shooter/rifle operator to have additional aiming options when it becomes necessary to engage targets quickly.

PIGGY-BACK MAGNIFYING DEVICE

A piggy-back magnifying device can be positioned behind one of the popular red dot optics. One benefit of using such a device is that it can be removed when not in use and installed behind the red dot optic when enhanced magnification is desired.

RED DOT OPTIC

The red dot optic is the absolute game changer when it comes to using modern optic technology to enable a shooter to deliver accurate shot placement in fast-moving armed encounters. However, batteries are required to illuminate the aiming reticle that is included inside the body of some of these optics. While certain red dot optics can remain operational for tens of thousands of hours, even when left on at specific intensity settings, other models need to be turned off and require more frequent installation of fresh batteries.

Even if only a split second is saved during a use of authorized deadly force, any piece of equipment that enables LEOs to engage armed subjects with more confidence and precision is worth using. This is especially the case while operating under stress and under low light/no light conditions.

About the Author

Nick Jacobellis is a medically retired U.S. Customs Agent and a former police officer who was physically disabled in the line of duty while working undercover as a federal agent. To date the author has published over 170 magazine articles and four books, including a two-part series about covert operations during the Miami Vice era of the drug war called "Controlled Delivery Book One" and "Controlled Delivery Book Two."

Tags > [Technology](#)

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Mike Wood

Tactical Analysis

The case for optics

Make an educated choice when you're debating the merits of these tools

Mar 29, 2019

Despite the ready adoption of [optics](#) on duty weapons by police (and particularly [patrol rifles](#)), there are still agencies who have resisted the trend over concerns such as cost, reliability and maintenance. Since many of these concerns have their roots in a lack of information and education, it's worthwhile to evaluate the costs and benefits of these tools to make a more informed decision.

COST OF OPTICS

One of the foremost concerns for any police administrator is budget. Adding optics to duty weapons costs extra money, but the price tag may not be as large as you'd think, and other savings may help offset the initial outlay.



While optics may not be a good solution for every officer or agency, it's important to come to that conclusion based on facts, not unfounded fears. (Photo/Vortex)

There are sophisticated and expensive optics to choose from, but an agency (or individual officer) doesn't need to spend a fortune to get an optic that's suitable for duty use. Companies like [Vortex Optics](#) offer discounted pricing for law enforcement and won't charge an agency sales tax or shipping. This can put mil-spec quality optics like the [Vortex Crossfire](#) red dot into an officer's hands for under \$150.

That's not free, but it's not prohibitive either, and many agencies have found that a good optic can provide indirect cost savings by decreasing the amount of training time and ammunition required to obtain and maintain proficiency with a weapon. Additionally, if the extra capability provided by an optic helps an officer prevent one bad shooting, it will pay for itself a million times over – ask your city manager what it would cost the city to settle a lawsuit in which an innocent citizen was struck by a round that missed the suspect, and you'll find that's no exaggeration.

DURABILITY OF OPTICS

There was a time when many optics weren't robust enough to endure the abuse of law enforcement duty use and would either break or lose their zero. Fortunately, advances in materials, design and manufacturing have changed that, and many optics are now up to the challenge.

For evidence, we need look no further than the U.S. military, where both the Army and the Marine Corps have amassed over a decade of operational experience with optics as the primary sighting system on the rifles and carbines carried by our soldiers and marines. Additionally, some special units have even been using pistol-mounted optics with great success in combat, as well.

If hundreds of thousands of infantry rifles can withstand the rigors of getting knocked around in Humvees, banging into walls, hitting the deck, being subjected to temperature extremes, killer sand and explosive blasts, and getting soaked in chemicals, water and blood, then it's a safe bet they'll survive a shift in a patrol car's gun rack.

These same optics have been subjected to high-volume training by enthusiastic competitors who put more rounds through a gun in a month than most officers will shoot in five years. The crucibles of combat and competition have taught manufacturers many lessons about durability, and today's law enforcement officers now enjoy the benefits of this experience.

Stuff happens though, which is why many companies offer comprehensive warranties to correct problems. In truth, some optics companies have even repaired optics that weren't covered under warranty, just to ensure that police were ready for duty. If an optic does break, a good manufacturer can get it up and running or replace it with a minimum of fuss.

TRAINING OFFICERS TO USE OPTICS

When you introduce new gear, there's a [training burden](#) that goes with it. If you mount an optic to a patrol rifle, you will have to train the troops how to use and care for it, but that task may not be as difficult as you'd expect, depending on the equipment selected.

Take the popular red dot sights, for example. The beauty of these optics is their simplicity – to make them work, a shooter simply holds the dot in the right spot and presses the trigger. There are training issues that must be accounted for, like mechanical offset or long-range elevation holdovers, but even with these requirements, an optic:

- **Promotes faster learning.** By putting the sight and the target in the same optical plane, an optic simplifies the task of aiming the weapon and decreases the amount of time and effort required to obtain proficiency, compared to iron sights.
- **Promotes better performance.** Optics can decrease the time required to get good hits on target by making the sighting task less difficult. This is especially true as the apparent size of the target decreases due to distance or exposure. It's also valid when a shooter has to fight from an awkward position due to injury, or to make effective use of cover. Optics also encourage better performance

against moving or low light targets, which can be more challenging to hit using iron sights, especially if they lack illumination.

- **Decrease the training maintenance burden.** Because they encourage better results with less effort, optics can decrease the amount of time, ammunition and effort necessary to maintain the desired level of performance with the secondary weapon, once an officer has received initial training. This conserves precious resources, which can be used elsewhere in training.

SELECTION OF OPTICS

For the uninitiated, the variety of optics can be confusing. Agency decision-makers may not have grown up with optics or understand the pros and cons of different options, making them feel unprepared to make a good choice. This may encourage them to resist considering an optic at all.

There are many educational resources available to police who want to enhance their understanding. Other agencies, independent trainers (like [National Training Concepts](#) or [TacFlow Academy](#)), professional associations (like [NTOA](#), [ITOA](#), or [ILEETA](#)), organizations (like the [NRA Law Enforcement Division](#)), and manufacturers are all excellent resources that can help provide the necessary education and training.

Additionally, the selection process can be simplified by defining the mission. When an agency understands their priorities and what they want to achieve by adding an optic, then entire classes of optics may be dismissed from consideration. For example, if **light weight and rapid target acquisition at short ranges are important, then the red dot sights are where you need to focus** your energy. Conversely, if information gathering, target identification and enhanced precision at longer ranges are most important, the focus needs to shift to **low power variable optics** (LPVOs), and the red dot sights can be ignored.

Education and experience are the keys to making good choices in optics. Someone unfamiliar with a LPVO might think it's unsuitable for rapid engagements at short distances, but a little exposure will prove that wrong. Don't make choices based on what you think you know, get out there and get some hands-on time with the technology before you decide.

FAIR ANALYSIS

A patrol rifle doesn't need an optic to be effective. Cops have been getting the job done without optics for a long time, and if their training and preparation are up to the task, they'll continue to do so.

However, **optics offer some definite advantages that can enhance effectiveness and decrease the burden on the officer and training staff. They have a cost associated with them, but the benefits seem to make up for it, and then some.**

While optics may not be a good solution for every officer or agency, it's important to come to that conclusion based on facts, not unfounded fears. Today's optics are a viable option for police and shouldn't be dismissed due to a lack of education.

Get smart on optics, make a good choice and be safe out there.

The author would like to thank Jon Skubis at Vortex Optics for his assistance with the article. To learn more about optics for law enforcement, contact Jon at jskubis@vortexoptics.com

About the author

Mike Wood is the son of a 30-year California Highway Patrolman and the author of "[Newhall Shooting: A Tactical Analysis](#)," the highly-acclaimed study of the 1970 California Highway Patrol gunfight in Newhall, California. Mike is an Honor Graduate of the United States Air Force Academy, a graduate of the US Army Airborne School, and a retired US Air Force Lieutenant Colonel with over 26 years of service. He's a National Rifle Association (NRA) Law Enforcement Division-certified firearms instructor, senior editor at RevolverGuy.com, and has been a featured guest on the Excellence In Training Academy and American Warrior Society podcasts, as well as several radio and television programs. He's grateful for the opportunity to serve and learn from the men and women of law enforcement.

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Richard Fairburn

Law Enforcement Firearms

Aging eyes and modern optics: Can technology make cops young again?

If your fellow old-fart friends suggest you need a red dot sight on your pistol, you may want to listen

May 29, 2018

I recently reached a milestone: 2018 marks my 40th year as a [police firearms](#) instructor. I have seen law enforcement progress from 99 percent revolver sidearms to virtually 100 percent semi-autos, and from [shotguns](#) to [patrol rifles](#). With those patrol rifles, optical sights are becoming the norm, but a pistol optic is still rare.

Last year I moved from “retired” status back to active LE. In my state this means extending the maximum distance of my mandatory annual pistol qualification from 15 to 25 yards. In my heyday, when my scores hovered around 100 percent, the 25 yard line was well within my comfort zone. Now, my groups at 25 yards are embarrassing. I tied for high score on our last quarterly qualification shoot, but only because of generous scoring zones on the targets!





The Glock G19/Trijicon RMR combination was very comfortable for all-day wear in the DeSantis holster. (Photo/Dick Fairburn)

Some of my fellow old-fart friends who are still active trainers told me, “Dick, you need a [red dot sight](#) on your pistol.” Sure, the [iron sights](#) still look solid at 25 yards, but [old eyes simply can no longer cope with the three potential focal points: the target, the front sight and the rear sight.](#)

Three phone calls got a [Glock pistol](#), a [Trijicon RMR sight](#) and [DeSantis holsters](#) on the way for a test. The plan was to get familiar with the technology, carry it on and off duty for at least a month, and shoot enough to see if my scores improved.

The pistol was a Glock G19 Gen 4 MOS (9mm P), factory equipped with optics mounting plates. My officers carry Glock 22 sidearms, but the only Glock MOS available in .40 caliber was the long slide model 35, more of a competition configuration than I wanted.

I selected the Trijicon RMR based on advice from several colleagues who said the Trijicon has been proven to stand up to any abuse a duty pistol is likely to encounter.

For holsters, I checked out the vendor tables at the 2018 [ILEETA conference](#) where the DeSantis rep had both a plainclothes OWB and concealed carry IWB design, which would work with the optical sight and suppressor-height night sights I intended to add. The OWB holster did not quite clear the Trijicon sight on the Glock, but a few minutes with a sanding drum on a Dremel tool modified the Kydex holster for a perfect fit.

Many of us in the old-farts club distrust battery-powered devices on fighting weapons. Technology tends to fail when you need it the most, so all my friends related that they used both the variable brightness (battery-powered) Trijicon RMR sight AND a set of co-witness, suppressor-height, tritium-powered night sights for worst-case-scenario redundancy. My old friend Richard Heinie kindly mounted a set of his [Heinie Specialty Products Straight Eight Night Sights](#), which I consider to be the Cadillac of pistol sights.

MY FINDINGS

After a month of continuous wear, I find the optic-equipped Glock to carry as comfortably as any other pistol of like size. In the OWB holster I carry for 8-plus hours a day, the optical device is not even noticeable. For concealed carry, the optics did not get in the way or make the package more difficult to hide than my normal Colt LW Commander. The Glock 19 MOS/Trijicon combination was comfortable in the DeSantis IWB holster in either the 2 o'clock appendix position or behind the hip at the 4 o'clock spot, and an untucked shirt easily hid the hardware.

I have logged about 500 rounds through the test platform, spread evenly between close/fast work on paper and steel plates and deliberate slow-fire work at 25+ yards.

Getting used to the higher line of sight of the optical and co-witness iron sights took some work. Even with several range sessions, I have to concentrate to "find" the red dot in the field of view at speed.

My speed on steel plates has reached a point where the timer shows I am a bit faster than with simple iron sights, but only a bit. If the red dot sight was used without the co-witness iron sights, I think the system would become much faster. The tendency to want to "align" the sights and the red dot is a bit disconcerting. I am much faster with the red dot sight on my Colt M4 patrol rifle, but the fold-down BUIS aren't in the field of view to confuse me.

If the high iron sights were left off – or if Mr. Heinie were to develop fold-down BUIS for pistols – a red dot on a sidearm would have more appeal for me.

Does the Glock MOS/Trijicon package give me better scoring performance at the 25 yard line? Again, a bit better.

My bench-rested groups at 25 yards are about 20 percent smaller with the red dot, but on practical training silhouette targets, either sighting system delivered 100 percent scoring in the central zone.

The red dot would help on a more precise target, say head shots, but no one should attempt head shots with a pistol at 25 yards.

The optical sight does offer a single focal plane and, once I learned to focus on the target instead of the iron sights, my speed at 25 yards got better.



The Trijicon RMR sight was combined with the Heinie Specialty Products Straight Eight Night Sight for a co-witness sight picture. When properly zeroed, the rod dot sits perfectly atop the front iron sight, allowing iron sight use should the RMR battery fail. (Photo/Dick Fairburn)

I want to repeat some bench rest groups at long range – 100 yards – because my first go at that distance showed a big advantage for the red dot. How often do we need to use a pistol at 100 yards? Ask the Austin Police Department mounted officer who stopped an active shooter at 100+ yards with

his (iron sighted) Glock one-handed while holding the horse's reins with his off hand. Don't mess with Texas!

Several departments have approved optic-equipped sidearms for duty use. I think the optics/iron sight combination might hold promise for recruits who are on the border of washing out for poor shooting. Often these shooters never fully grasp the idea of focusing their vision on the weapon's front sight, so they fall apart at distances past 10 yards. The single focal plane of a red dot sight might make the difference.

One "con" to the red dot sight on a pistol is cost. Depending on your purchasing plan, a Trijicon RMR and a set of co-witness iron night sights will cost more than the pistol you mount them on, making the Glock/RMR/Heinie platform have a street price well over \$1,000.

If we ever see fold-down iron sights on a pistol, allowing a "clean" field of view with just the red dot, optics may become commonplace in police duty holsters. Until then, I'll send back the test pistol/sight and strap on my old 1911. The accuracy and speed advantage offered by the 21st century test package was not enough for me to switch. Your experience may vary.

The 500+ rounds of high quality practice ended up substantially improving my performance with my regular sidearm. As we have all probably learned several times, spending money on training ammo for your current sidearm is probably a better long-term investment than buying new hardware.

Or perhaps I am just too old a dog to learn new tricks. Share your experience using pistol optics in the comments box below.

About the author

Dick Fairburn has more than 40 years of law enforcement experience in both Illinois and Wyoming, working patrol, investigations and administrative assignments. Dick also served as the section chief of a major academy's Firearms Training Unit and critical incident training program. He has a B.S. in Law Enforcement Administration from Western Illinois University and was the Valedictorian of his recruit class at the Illinois State Police Academy. He has published more than 300 feature articles and two books: "[Police Rifles](#)" and "[Building a Better Gunfighter](#)." Dick is currently serving as the public safety director in a Central Illinois community, overseeing the police and fire departments, as well as the 911 center.

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**Ron LaPedis**

Private Industry and Public Safety

How to increase mission success with any red dot optic

Because a very small aiming error can turn into a large miss at distance, it is important to know your red dot works and is still on target every time it is deployed

Nov 28, 2018

Red dot sights are fantastic for quick target acquisition before sending rounds downrange. The problem is that red dots can be knocked off zero or they can fail. Here are some ideas to help increase mission success with any red dot optic.

First off, the [actual color of the optic](#) doesn't really matter when we use the term "red dot optics." Red was the first color used because that was the color of the laser diodes that were available at the time. With the cost of green lasers coming down and the fact that a green laser is subjectively brighter at the same power, green reticles are becoming popular.

When some people talk about red dot optics, they may group [reflex](#) and [holographic](#) optics. The difference is that reflex sights need a semi-silvered (one-way mirror) or dichroic coating to reflect the reticle, while holographic sights do not. The tradeoff is that while holographic sights can be used in lower light conditions, they use more power and have more complex driving electronics than a reflex optic.



Red dot sights are fantastic for quick target acquisition before sending rounds downrange. (Photo/PoliceOne)

For this discussion, the similarities are more important: Both are non-magnifying, the aiming reticle and the target field both will be in focus, and unlike iron sights, you can still hit your target with your head off-axis.

BUMP IN THE NIGHT

Tactical iron sights tend to be low profile and are rigidly mounted to the firearm, while red dot optics are pretty large and accidentally can be bumped off center. Because a very small aiming error can turn into a large miss at distance, it is important to know that your red dot works and is still on target every time it is deployed. Here are five ways you can help keep your sight mission ready:

- 1. To ensure your sight has power when you need it, either buy a sight with timed or motion-sensitive auto-off or form muscle memory to turn it off every time you store your weapon. Know

the estimated battery life for your sight and test or replace the batteries when the time passes that number.

For example, if the battery life of a sight without auto-off is 1,000 hours, test or replace the batteries monthly. If your sight has an 8-hour auto-off, you can extend this to quarterly. Replace batteries when they reach about 50 percent power. And think about keeping a spare on hand for extended deployment.

2. Consider a sight that can use ambient light to drive the reticle. This type of sight works like fluorescent plastic handgun sights, using a light pipe to pick up whatever light is available.
3. **Co-witness your red dot with fixed iron sights.** This means that the point of aim for both is the same. You can do this either with an absolute or lower 1/3 co-witness. Choosing what type of co-witness you want to use is largely a matter of personal preference, but there are some things to consider.

The advantage of an absolute co-witness is if your optic goes down, your sights are already lined up and you just pull the trigger. The downside is that your field of view is blocked by your iron sights, defeating one of the advantages of a red dot optic.

In the lower 1/3 co-witness, your iron sights are well below the actual point of aim with less clutter in your sight. While aligned horizontally, you have to lower your eye so that the iron sights line up to make your shot.

4. You also can absolute or lower 1/3 co-witness your optic to [pop-up iron sights](#). While these sights are tightly fixed to your weapon, they fold down to stay out of sight unless you need them. When you deploy your weapon, you can pop them up to double-check your red dot is still aligned then either leave them up or fold them back out of the way for a complete field of view.
5. If your main concern is that your red dot might fail completely, you can mount fixed or popup 45-degree sights. These sights mount like any other rail accessory but like the name says, they are off to the side and you use them by slightly rotating your weapon to bring them to your eye.

Red dot sights seem like magic. But whether red or green with a circle, dot or combination reticle, your sight is useless unless it is powered on and aimed correctly. This article should give you some tips for doing both.

About the author

Ron LaPedis is an NRA-certified Range Safety Officer, NRA and California DOJ-certified instructor, works a pawnshop gun counter, is a uniformed first responder, and frequently writes and speaks on law enforcement, business continuity, cybersecurity, physical security and public/private partnerships.

He has been recognized as a Master Business Continuity Professional (MBCP), a Fellow of the Business Continuity Institute (FBCI), a Distinguished Fellow of the Ponemon Institute and a Certified Information Systems Security Professional (CISSP).

[Contact Ron LaPedis](#)



HOW TO BUY

FIREARM OPTICS

Key steps for product selection,
purchasing and implementation

Introduction

Advancements in firearm sighting systems have steadily enhanced law officers' shooting ability, from the service revolvers of old with machined-in sights to the many iron-sight options for pistols and rifles that include adjustable sights, tritium night sights and fiber optics. Recently, we've seen another leap forward: optical sights for both handguns and rifles, including reflex and holographic red dot sights (RDS), optics with magnification and flip-in standalone magnifiers designed to sit behind an RDS.

Iron sight advancements improved users' ability to see their sights and get them on target quickly but offered no method to change the way their eye saw the sights and the threat. When officers focus on the front sight as they are taught, the threat becomes a blur.

In contrast, with RDS, the threat becomes the front sight, making them fantastic for quick target acquisition and allowing the officer to remain focused on the threat. If they drop their weapon, you will see it. RDS offers shooters other advantages as well, including unlimited eye relief, no parallax and the ability to keep both eyes open.

This guide to buying firearm optics is a starting point for your purchasing process.

Nancy Perry, Police1 Editor-in-Chief

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- 03 Key Considerations Before Purchasing**
- 08 Top Implementation Considerations**
- 13 Questions to Ask Vendors**
- 16 Company Directory**

REMINDER: Every department is subject to local or state purchasing rules. Make sure to understand and follow the procurement process for your department and take advantage of services provided by your city or county purchasing department.



KEY CONSIDERATIONS BEFORE PURCHASING FIREARM OPTICS



Red dot sights are not new; competition shooters have been using electronic sighting systems successfully for more than 30 years. But companies now offer dozens of pistol and rifle RDS models that can withstand the rigors of police work.

For evidence, we need to look no further than the U.S. military, in which both the Army and the Marine Corps have amassed more than a decade of operational experience with optics as the primary sighting system on the firearms carried by our soldiers and marines.

Before you purchase firearm optics for law enforcement duty, you must do your homework. If you don't, you could easily purchase the wrong gear and commit expensive and dangerous errors.

Following are three things to consider when your department is purchasing firearm optics:



Define the mission

For the uninitiated, the variety of available optics can be confusing. Optics come in different sizes, have differently shaped “windows,” and multiple reticle styles and colors are available. (Yes, a sight with a green reticle still is called a red dot sight.) You can simplify the selection process by defining the mission.

For example, are you buying optics for current firearms and are those firearms optics-ready, or do you intend to buy a brand-new integrated firearm and optic system? There is no footprint standard for pistol-mounted optics, so the optic you want might not be compatible with the pistols you have or want. On the other hand, most shotguns and patrol rifles are available with Picatinny rails – which is a standard.

If light weight and rapid target acquisition at short ranges are important, focus on RDS, possibly with a flip-aside magnifier for patrol rifles. Conversely, if information gathering, target identification and enhanced precision at long range are most important, focus on low-power variable optics (LPVOs), advanced optical firearm sights, or traditional rifle scopes.

And whether you have an approved list of RDS and the pistols they can be mounted on, or you distribute a standard package to your officers, training and qualification must be mandatory.



Gather information

Many educational resources exist to help police learn about these tools. Other agencies, independent trainers (e.g., [Integrated Tactical Concepts](#), [National Training Concepts](#), [TacFlow Academy](#), etc.), professional associations (e.g., [NTOA](#), [ITOA](#), [ILEETA](#), [NLEFIA](#)) various organizations (e.g., the [NRA Law Enforcement Division](#)) and optics manufacturers are all excellent resources that can help you navigate this purchasing process.

Education and experience are the keys to making good choices in optics. For example, someone unfamiliar with an LPVO might think it's unsuitable for rapid engagements at short distances, but a little exposure will prove that wrong. Don't make choices based on what you think you know – get out there and get some hands-on time with the technology before you decide. If possible, have range staff or select officers attend training classes and run with multiple firearms, RDS and holster systems.

Don't forget to include your firearms trainers and armorers in the purchasing process. They know your department's current firearms and sighting systems better than anyone, and they'll also be responsible for getting your officers up to speed with and maintaining new optics, respectively. Approving or equipping officers with RDS without training is dangerous and can lead to criminal negligence charges against officers and trainers.



Determine your budget

Budget remains one of the foremost concerns for any police administrator. Some manufacturers offer ready-to-run integrated weapons/optics systems while others ship pistols with dozens of available adaptor plates allowing you to mount the optic of your choice. Adding optics to existing duty firearms or buying new firearms and optics costs extra money. Your budget must include not only the initial outlay, but spending for maintenance, holsters, mounts, batteries, replacements, and initial and ongoing training. There are many sophisticated and expensive optics to choose from.

Bottom line: Your budget will affect which firearms, optics and accessories you can purchase, and how many. Optics prices vary widely but beware of the temptation to cut costs by buying the cheapest devices you can find. Spending more upfront can save you money later because cheap optics might not survive the rough-and-tumble police setting. If you can't afford high-end devices, it still is possible to find mil-spec quality optics at mid-range prices. And by the way, expensive doesn't necessarily mean robust – do your homework.

All that said, the price tag may not be as large as you'd think, and other savings may help offset the initial outlay. Many agencies have found a good optic can provide indirect cost savings by decreasing the amount of training time and ammunition required to obtain and maintain proficiency with a firearm.

Additionally, if the extra capability provided by an optic helps prevent one bad shooting, it will pay for itself a million times over – ask your city manager what it would cost the city to settle a lawsuit in which an innocent citizen was struck by a round that missed the suspect, and you'll find that's no exaggeration.



TOP IMPLEMENTATION CONSIDERATIONS FOR FIREARM OPTICS



The process for introducing a new firearm optic begins well before placing a purchase order.

Here are some important implementation considerations around policy and training:



Define your optics policies

New equipment requires guidance to standardize its implementation. These policies ensure officers use an optic appropriate for duty, as well as requirements for the firearm to meet the needs of duty carry.

First, determine the firearms authorized for on- and off-duty carry, and their allowed configuration. This may include allowing optics-equipped firearms, optics-ready firearms or the milling of existing firearms to allow mounting of an optic. Additionally, you may want to list specific companies allowed to work on your officers' firearms. Also, determine and identify which optics are allowed. Optics should be duty grade and able to withstand drops, recoil and slide manipulations.

Assess whether you will require secondary sighting systems on your optics-carrying firearms, such as co-witnessed iron sights or laser sights. Optics can fail via damage, loss of power, loss of zero, or fogging. Ensure that training includes optic obstruction drills. If you have special circumstances, such as a transition from air-conditioned cars to high humidity, which will cause the RDS to fog, spend extra time on the drills needed to help officers recover and be accurate.

Most police departments' sidearm policies already specify holster requirements – update them to reflect sidearms with optics. As firearm manufacturers expand optics-ready firearms, you can consider allowing custom holsters, but require levels of retention and reputable manufacturers.

Optics for patrol rifles are available with reticles tuned to specific calibers, such as .223, and some have multiple holdover dots for quick distance correction. A flip-in magnifier magnifies the reticle, and since it also magnifies the image, the portion of the threat obscured by the reticle remains the same. That is, the dot, in relation to the image, is the exact same size as it was before you engaged the magnifier.

Finally, determine if policy dictates who will work on your devices and when maintenance such as battery changes and zero confirmation must occur. Zero confirmation can be performed in conjunction with qualification. If a sight must be removed to change the battery, it should be scheduled with a department armorer who can properly re-torque the mounting screws and ensure that the zero hasn't moved.



Training

Department adoption and use of firearm optics should not simply occur via a memo and immediate allowance of carry. As with any piece of new equipment, optics training requirements should be stated in policy. Although optics need not be held to a different standard than traditional iron sights, mandatory training and qualification must be conducted. While SIG recommends two days of training, there always are budgetary constraints when implementing a new piece of equipment, so use your training time wisely.

Do not make up your curriculum. Work with experts who already have implemented successful programs and submitted them for certification, such as your state's Commission on Peace Officers Standards and Training (POST). Make sure that range staff can walk the walk by sending them to train the trainer courses and ensuring that they can qualify at 90% or better at a moment's notice.

You must take the time to ensure your officers are comfortable with an optics-equipped sidearm or long gun, and that the system enhances their abilities before carrying it on duty.

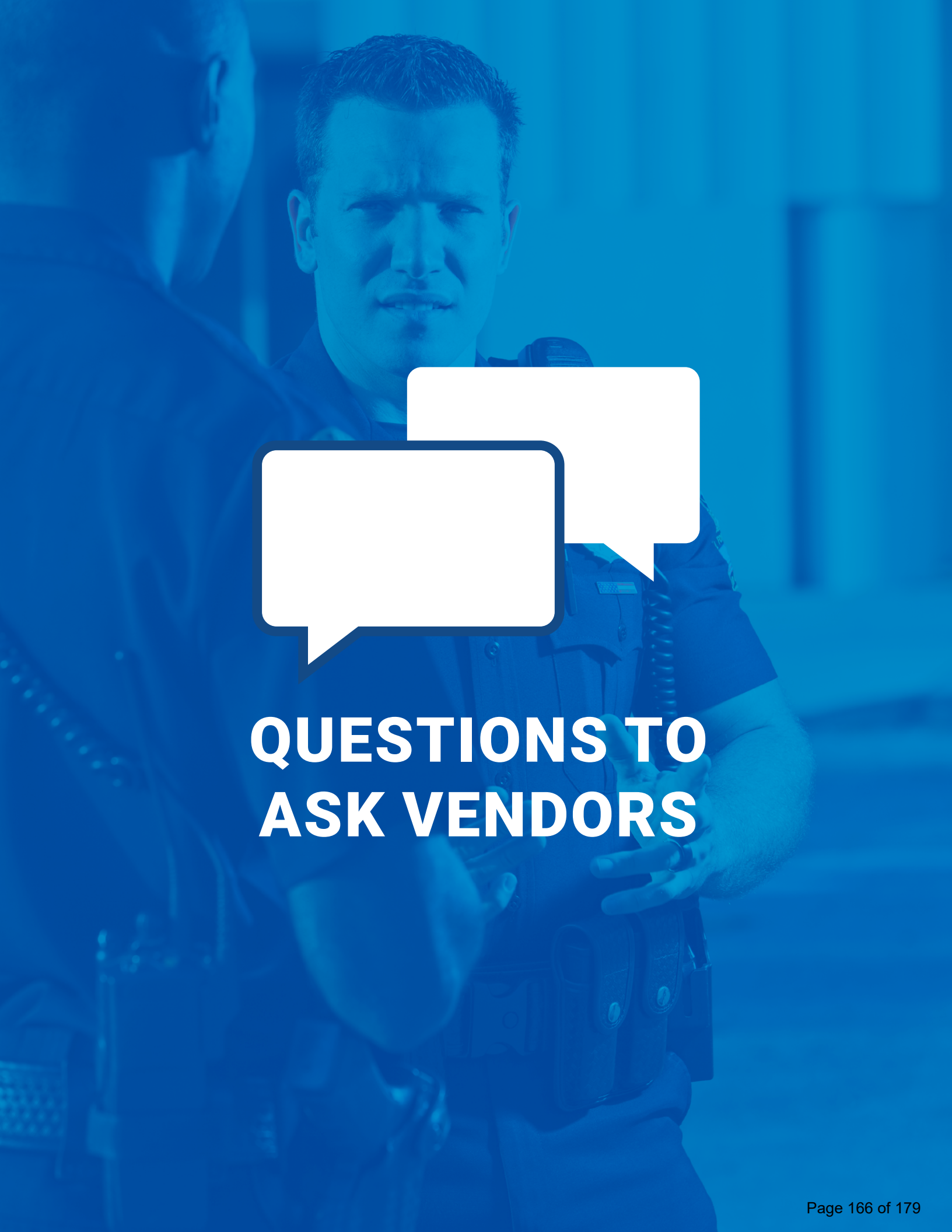
Although an optics-equipped firearm offers certain advantages, some officers may not want to make the transition. Plus, with a single focal plane sighting system, an officer's natural arc of movement will at first be more noticeable. Good and consistent presentation is necessary for sight acquisition. If an officer consistently "fishes" for the dot, then they need more training.

Officers who use optics find they become a better overall shooter due to the ability to diagnose their shooting because they look only at the target and can see any unwanted motion of their red dot through the shooting sequence.



Training also mitigates common misconceptions about optics, such as “they don’t work when they get wet,” “they are slow up close” (you don’t use your front sight, rear sight and target acquisition with irons at close range) and “they fog up” (quality glass, preventative maintenance, and workaround training avoid this issue).

Finally, officers tend to gain proficiency faster with optics than iron sights because an optic simplifies aiming by turning the threat into the front sight. And as noted above, this simplicity also decreases the training maintenance burden by decreasing the amount of time, ammunition and effort necessary to maintain the desired level of performance.



QUESTIONS TO ASK VENDORS



A vendor's website is a great place to start your research and narrow your choices. Make sure you review the technical specifications and testimonials from satisfied clients. Visit firearm optics manufacturers at tradeshow. Ask specific questions – we have some suggestions below. As the procurement process advances, ask your top vendor choices to visit your department. An in-person visit is an opportunity to involve other decision-makers and get more questions answered.

Here are some suggested questions to ask firearm optics vendors during the purchasing process:



- Has the U.S. military deployed this optic or firearm/optic system in the field? If so, can you provide details?
- Have other LE agencies deployed this optic or firearm/optic system in the field? If so, can you provide details, and can we contact them?
- What is the time lag from order to delivery? Can you deliver in batches?
- What resources do you offer to help us train our officers on this optic or firearm/optic system (training courses, train the trainer, training course outline)?
- What resources do you offer to help us learn how to maintain this device?
- Do you have any durability statistics for this optic?
- What is the battery life?
- Is the optic auto on/auto off?
- Does the optic need to be removed to replace the battery?
- If the optic needs replacement, do you cross-ship, does the optic stay in the USA or does it ship overseas for repair and return?
- Are there different reticles available or does one sight offer a selection of reticles by pressing buttons?
- Is the reticle tuned to a specific type or caliber of ammunition?
- Can this optic be co-witnessed with iron sights?
- Does this optic work with night vision?
- If I put a magnifier behind this optic, does the reticle size change (important so that the reticle doesn't obscure the threat)
- Do you offer an adaptor plate to mount XXX optic on YYY firearm?

Your department is sure to have other important questions. Indicate to the vendor which questions you'd like answered in writing, and disseminate the written responses to the people involved in the purchase.

FIREARM OPTICS COMPANY DIRECTORY

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OPTICS



Research products, check out deals and read more articles about firearm optics at Police1's Sights and Scopes product resource center.

POLICE1 FIREARM OPTICS

police1.com/police-products/firearms/accessories/sights-scopes/



City of
CHICKASHA

Meeting Type: Council Agenda 8-1-2022

Meeting Date: 8/1/2022

Department: Administration

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration, and possible action to approve a non-exclusive franchise agreement with Oklahoma Fiber, LLC allowing the selling of broadband data, video services and voice over internet services within the City of Chickasha.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve a non-exclusive franchise agreement with Dobson Technologies, Inc. allowing the selling of broadband data, video services and voice over internet protocol services with the City of Chickasha.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 1, 2022	(From)		

V. ATTACHMENTS:

1. Dobson Fiber City of Chickasha executable 20220728

AGREEMENT

This Nonexclusive Agreement ("Agreement") is made and entered into this _____ day of _____, 2022, by and between the CITY OF CHICKASHA, a municipal corporation, hereinafter referred to as the "City," and DOBSON TECHNOLOGIES, INC., an Oklahoma corporation, doing business as Dobson Fiber, hereinafter referred to as "Dobson Fiber" or "Company," with DOBSON Fiber and City sometimes separately referred to hereinafter as a "party," and sometimes collectively as "parties."

WITNESSETH:

WHEREAS, Dobson has an agreement for Dobson Fiber to utilize Dobson's fiber optic cables for the purpose of selling broadband data and voice over internet protocol ("VOIP") Services ("Services"); and

WHEREAS, Dobson Fiber represents that it intends to use the fiber optic cables and associated facilities and equipment to offer, among other things, an integrated internet protocol platform of voice, data, information and access to video services through an integrated internet protocol ("Video Service") within the geographic boundaries of the City; and

WHEREAS, every telephone corporation authorized to conduct transportation or transmission business under the laws of the State of Oklahoma for such purpose has the right to construct and operate between any points in this State pursuant to Article IX, Section 2 of the Constitution of the State of Oklahoma and title 18, § 601, subject to control of the proper municipal authorities as to what grounds, streets, alleys or highways said lines shall run over or across, and the place the poles to support the wires are located;

WHEREAS, in consideration of requirements negotiated with other local exchange carriers and other internet protocol-based video service providers, Dobson Fiber is willing to enter into this Agreement and to pay a Video Service Provider Fee, as set forth more fully below so that both Dobson Fiber and the City can achieve the full benefits that competition and the availability of such services will bring to the community and the citizens of the City; and

WHEREAS, in consideration of the payment of the Video Service Provider Fee on any Video Services offered by Dobson Fiber within the geographic boundaries of the City, as well as other consideration provided herein, the City is willing to enter into this Agreement; and

WHEREAS, the parties understand and agree that neither party shall be deemed to have waived any of its legal rights by entering into this Agreement except as expressly provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties agree as follows:

1. Term of Agreement: This non-exclusive Agreement shall take effect upon approval hereof by Dobson Fiber and by the City Council of the City and shall be effective for a term of fifteen (15) years. Prior to the end of this term, the parties agree to enter into good faith negotiations regarding a possible renewal and/or modification, and/or extension of this Agreement.
2. Nature of Agreement:
 - a. No privilege or exemption shall be granted or conferred by this Agreement except those specifically prescribed herein.
 - b. This Agreement shall not relieve Dobson Fiber of any existing obligations involved in obtaining permits, pole or conduit space from any department of the City, utility company, or from others maintaining utilities in the streets. Dobson Fiber shall be obligated to pay to City the standard permit fees pursuant to City's current fee schedule for construction and laying transmission lines in the City's right of way and shall be obligated to comply with all ordinances, rules and regulations applicable to construction in the City's right of ways. For purposes of the City's fee schedule, Dobson Fiber will be deemed a Franchise Holder.
 - c. This Agreement shall not be sold, transferred, leased, assigned or disposed of (except to an affiliate of Dobson Fiber), including but not limited to, by forced or voluntary sale, merger, consolidation, receivership or other means without the prior written consent of the City, and then only under such conditions as the City may establish. Such consent as required by the City shall not, however, be unreasonably withheld.
 - d. Any right or power in, or duty impresses upon, any officer, employee, department, or board of the City by this Agreement shall be subject to transfer by the City to any officer, employee, department, or board of the City.
3. Access to the City's Rights of Way.
 - a. In addition to the rights granted therein, the City hereby acknowledges and grants Dobson and Dobson Fiber, in accordance with the provisions herein contained, the right to access the City's rights-of-way to provide the services described in this Agreement.
 - b. Dobson Fiber represents and claims that its Video Service would not be a "cable service" under Oklahoma or federal law. The City is entering into this Agreement in reliance on this representation. In the event a court or

federal agency or any governmental legislative body with jurisdiction, rules or declares that Dobson Fiber's Video Service is a cable service, or that it is subject to the same laws and regulations as a cable service provider or cable television system, and if the ruling or declaration is effective and binding upon either the City or Dobson Fiber, this Agreement shall become null and void at the City's option, after ninety (90) days written notice to Dobson Fiber. Barring such a determination by a court or federal agency, or any governmental legislative body with jurisdiction, the City will not attempt to nor subject the provision of Dobson Fiber's IP-enabled Video Service to regulation under any cable television or broadband telecommunications franchise ordinance or similar ordinance(s).

- c. City agrees to subject the construction and installation of the facilities that will be used in whole or in part to provide Dobson Fiber's services, including its Video Service to the same process and review as it subjects the installation and construction of traditional telecommunications infrastructure.
- d. City agrees not to unreasonably block, restrict, or limit the construction and installation of facilities that will be used in whole or in part to provide Dobson Fiber's Services.
- e. City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with placement of communications or transmission facilities of any kind in a reasonable manner;

4. Provider Fee:

- a. Provider Fee: During the term of this Agreement, in addition to any permit and inspection fees, Dobson Fiber shall pay to City a fee equal to 5% (five percent) of the recurring gross revenues Dobson Fiber and its affiliates collected from each subscriber to Dobson Fiber's Services product. The fee ("Provider Fee") may be identified and passed through on any subscriber bill by Dobson Fiber, and all such fees collected will be forwarded to the City on an annual basis within forty-five (45) days after the end of each year.
- b. Gross revenues, as used herein, do not include:
 - i. Uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
 - ii. Taxes and fees or surcharges imposed on Dobson Fiber;
 - iii. Late payment or cost recovery fees;
 - iv. Revenues from contracts for in-home maintenance or equipment protection services.

- c. In the event that any other telecommunications services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any arrangement with City during the term of this Agreement whereby it is required or allowed to pay a fee to the City that is similar to the Provider Fee described herein, City shall allow Dobson Fiber the option, but not the obligation, to substitute the definition of “gross revenue” set forth in that agreement or arrangement for the definition of “gross revenue” set forth in this Agreement immediately upon request of Dobson Fiber.
 - d. Dobson Fiber will grant the City the right to conduct reasonable audits to assure that the Provider Fee has been properly calculated.
 - e. Dobson Fiber and City agree that the Provider Fee, when it is implemented, shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, taxes, or assessments *except* permit fees and inspection fees, sales taxes, personal or real property taxes, ad valorem taxes, any fees levied for the purpose of funding the E9-1-1 system, and the two percent (2%) Telephone Inspection Fee currently being paid by Dobson Fiber.
5. Applicable Law, Severability, and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law, unless either party, within thirty (30) days of receipt of the ruling, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the parties may mutually agree. Where the effect of a finding is a modification, the parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either party to terminate the Agreement on the provision of thirty (30) days' written notice.
6. Termination. Dobson Fiber shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days written notice to the City, if (i) Dobson Fiber concludes in its sole discretion that Video Service in the City is no longer technically, economically or financially consistent with Dobson Fiber's business objectives; (ii) Title VI Communications Act of 1934 obligations or any similar obligations are imposed on Dobson Fiber; or (iii) it becomes clear that Dobson

Fiber must offer or provide IP-enabled Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

7. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.
8. Entire Agreement. This Agreement constitutes the entire agreement between City and Dobson Fiber with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and Dobson Fiber regarding the subject matter hereof.
9. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.
10. Miscellaneous.
 - a. Dobson Fiber and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.
 - b. The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.
 - c. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.
 - d. This Agreement shall not be exclusive and the City expressly reserves the right to enter into similar agreements with any other company offering the same or similar video services at any time.
 - e. The geographic area covered by this Agreement shall be the incorporated limits of the City of Chickasha, Oklahoma, as such area now exists or may be modified in the future by annexation or de-annexation.
 - f. The parties agree that Grady County District Court shall be the sole and exclusive forum for any judiciable disputes concerning this Agreement.
11. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective principals, managers, City Council members, offices, directors, shareholders, agents, employees, attorneys, successors and

assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of the _____ day of _____, 2022 ("Effective Date").

Dobson Fiber:

Name: Jim Horsburgh

Title: Chief Strategy Officer, Dobson Fiber

City:

APPROVED by the City Council of The City of Chickasha, Oklahoma, on the _____ day of _____, 2022.

MAYOR

ATTEST:

City Clerk



City of
CHICKASHA

Meeting Type: Council Agenda 8-1-2022

Meeting Date: 8/1/2022

Department: Administration

Agenda Item No. 7.a.

AGENDA ITEM: Discussion, consideration and possible action to enter into Executive Session pursuant to 25 O.S. Section 307(B)(1) to discuss the employment, hiring, appointment of any individual salaried public officer or employee (City Manager).

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:
Enter into Executive Session.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 1, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 8-1-2022

Meeting Date: 8/1/2022

Department: City Clerk

Agenda Item No. 7.b.

AGENDA ITEM: Discussion, consideration and possible action to reconvene open session and take appropriate action on any matter discussed in Executive Session.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Reconvene open session and take appropriate action on any matter discussed in Executive Session.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 1, 2022	(From)		

V. ATTACHMENTS: