

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 TUESDAY, JULY 6, 2021, 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.

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 2, 2021.



Susan M. McDaniel

Sworn to and subscribed before me on this the day 2nd of July, 2021.

My Commission Expires: 10-2-21



Tracey Lynn Austin
Notary Commission

14008829

Notary Public, State of Oklahoma

CHICKASHA CITY COUNCIL

AGENDA

LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
JULY 6, 2021

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 June 21, 2021 regular meeting.
 - b. Acceptance of Claims List.
5. **Discussion/Approval of Items Removed from Consent Docket:**
6. **Discussion and Consideration**
 - a. Discussion, consideration and possible action to approve the City of Chickasha Emergency Operations Plan.
 - b. Discussion, consideration and possible action to approve the renewal contract for Chisolm Trail Consulting for Engineering services.

- c. Discussion, consideration and possible action to approve the EMS contract agreement between the City of Chickasha and Grady EMS District Board of Trustees.
- d. Discussion, consideration and possible action to approve the Capital Outlay Agreement between the City of Chickasha and the Grady EMS District.
- e. Discussion, consideration and possible action to approve the purchase of Amkus Extrication tools in an amount not to exceed \$33,823.00 from State Contract.
- f. Discussion, consideration and possible action to approve the Zoll AEV Portable Ventilator Loan Agreement between the Grady EMS District and the City of Chickasha.
- g. Discussion, consideration and possible action to approve the EMS billing contract between the City of Chickasha and Quick Med Claims.
- h. Public hearing to discuss and consider approving the Special Use Permit for a Cell Phone tower to be located at 520 S 8th Street for Applicant Branch Communications.
- i. Discussion, consideration and possible action to approve the Special Use Permit for 520 S 8th for the Use of a Cell Phone Tower for applicant Branch Communications.
- j. Discussion, consideration and possible action to approve request from the Chickasha Rock Island Ride Committee to conduct their annual Rock Island Ride fund raising event on October 2, 2021.
- k. Discussion, consideration and possible action on a request from the Chickasha Area Arts Council to utilize the Rock Island Depot area, Mill building and Depot Pavilion to conduct their annual Arts Festival to include the Wine and Brewery Tasting event on Friday, October 1, 2021 through Sunday, October 3, 2021 waiving all fees.

7. Executive Session:

- a. Discussion, consideration and possible action to enter into executive session pursuant to Title 25 Oklahoma Statutes Section 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigations, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest. (Investigation into TIF Payments)
- b. Consideration to reconvene the open meeting and take appropriate action on any matter discussed in executive session.

8. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the June 21, 2021 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes of the June 21, 2021 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2021	(From)		

V. ATTACHMENTS:

1. City 6-21-2021

June 21, 2021

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 21st day of June 2021 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
 Brian Gerdes
 Georgianne Hebblethwaite
 Clark VanDyck
 R. P. Ashanti-Alexander
 Oscar Nelson
 David Sikes

ABSENT: Kelly Boyd

STAFF

PRESENT: Amanda Mullins, City Attorney
 Susan McDaniel, City Clerk
 Chief Rowell, Police Chief
 Tony Samaniego, Fire Chief
 Robert Brooks, Finance Dept.
 Rachel Bernish, Community Development Director
 Kyle Marks, Parks & Rec Director
 Shae Mortimer, Marketing & Civic Engagement Manager

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

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

ITEM 2. **Citizen Comments:**

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

James Phillips, Chickasha, OK – spoke against the cell tower proposed for in his area.
Nathalie Cornett, Tulsa, OK – spoke in support of the proposed cell tower in the vicinity of 520 S. 8th Street.

Mary Frances Hathaway, Chickasha, OK – spoke against the cell tower proposed in her area.

Deborah Burdex, Chickasha, OK – spoke against the cell tower proposed in her area.

Kole Talbott & Troy Williams, Edmond, OK – spoke regarding the requested wireless communications tower proposed.

ITEM 3. **Council Communications.**

Council Member Ashanti-Alexander commented on the condition of property in the 700-800 blk of Shepard and property along railroad being used by an individual for personal use.

Council Member Hebblethwaite commented on the Airshow held on June 19, 2021 and city employees doing a great job.

Council Member Ashanti-Alexander noted that guest speakers do not have to give their address publicly since it's on the form the fill out to speak at Council.

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

ITEM 4a. Acceptance of the minutes of the June 7, 2021 regular meeting.

ITEM 4b. Acceptance of Claims List.

ITEM 4c. Acceptance of the Financials for May 2021.

ITEM 4d. Acceptance of Resolution 2021-12R amending the FY 20-21 Budget.

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

Roll call vote:

Ayes:" Sikes, Nelson, Ashanti-Alexander, Grayson, Gerdes, VanDyck, Hebblethwaite 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:**

City Council Meeting 6-21-2021
6:30 p.m.

ITEM6a. Discussion, consideration, and possible action to approve the MOU renewal between ICAN and Chickasha Police Department.

*Motion by Council Member Ashanti-Alexander and second by Council Member Nelson to approve the MOU renewal and authorize the Chief of Police to execute the MOU.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6b. Public Hearing FY 2021-2022 Budget.

Public Hearing opened at 6:51 p.m.

Tori Wise, Chickasha, OK – commented on budget line items dealing with carryovers on the roads and sports complex.

Public Hearing closed at 6:54 p.m.

ITEM 6c. Consideration of adoption or rejection of Resolution 2021-11R for the proposed budget for the City of Chickasha, Chickasha Municipal Authority, and the Chickasha Municipal Airport Authority for Fiscal Year 2021-2022 as proposed at the Public Hearing on the budget held on June 7, 2021 and possibly approval or rejection of any amendments proposed and considered by the City Council at the meeting called pertaining to the adoption of the budget.

*Motion by Council Member Grayson and second by Council Member VanDyck to adopt Resolution 2021-11R to accept the FY 2021-2022 Budget.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6d. Public Hearing – Re-zoning for Blk 8 Lots 21-26 in Southgate Addition from R-1 Residential to R-2 Residential for Applicant Bryce Binyon.

Public Hearing opened at 6:59 p.m.

Bryce Binyon, applicant, spoke regarding plans for the property.

Public Hearing closed at 7:01 p.m.

ITEM 6e. Discussion, consideration, and possible action to approve Ordinance 2021-13 – re-zoning for Blk 8 Lots 21-26 in Southgate Addition from R-1 Residential to R-2 Residential for Applicant Bryce Binyon.

*Motion by Council Member Sikes and second by Council Member Grayson to approve Ordinance 2021-13 as presented.

Roll call vote:

“Ayes:”	Sikes, Nelson, Ashanti-Alexander, Hebblethwaite, Grayson, VanDyck, Gerdes and Mosley.
“Nays:”	None.
“Abstain:”	None.
Motion passed.	8-0

ITEM 6f. Public Hearing – Re-zoning for Blk 7 Lots 7-11 and 16-20 in Southgate Addition from R-1 Residential to C-2 Commercial for Applicant Bryce Binyon.

Public Hearing opened at 7:02 p.m.

Bryce Binyon, applicant, spoke regarding the project.

Public Hearing closed at 7:04 p.m.

ITEM 6g. Discussion, consideration and possible action to approve Ordinance 2021-12 Re-zoning for Blk 7 Lots 7-11 and 16-20 in Southgate Addition from R-1 Residential to C-2 General Commercial for Applicate Bryce Binyon.

*Motion by Council Member Grayson and second by Council Member Sikes to approve Ordinance 2021-12 as presented.

Roll call vote:

“Ayes:”	Sikes, Nelson, Ashanti-Alexander, Hebblethwaite, Grayson, VanDyck, Gerdes and Mosley.
“Nays:”	None.
“Abstain:”	None.

Motion passed. 8-0

ITEM 6h. Discussion, consideration, and possible action to approve the Special Use Permit for 520 S. 8th for the Use of a Cell Phone Tower for applicant Branch Communication.

Item pulled from Agenda.

ITEM 6i. Discussion, consideration, and possible action to approve the annual Fireworks Display in Shannon Springs Park on Sunday, July 4, 2021.

*Motion by Council Member Ashanti-Alexander and second by Council Member Hebblethwaite to approve the annual fireworks display in Shannon Springs Park on Sunday, July 4, 2021 and authorize food trucks in designated areas.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6j. Discussion, consideration, and possible action to renew our Workers’ Compensation Insurance with OMAG; authorize the application of the escrow balance to the premium and authorize the Acting City Manager to execute the necessary documents.

*Motion by Council Member Nelson and second by Council Member VanDyck to renew the Workers’ Compensation Insurance with OMAG; authorize the application of the escrow balance to the premium and authorize Acting City Manager to execute the documents.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

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

City Council Meeting 6-21-2021
6:30 p.m.

*Motion by Council Member Sikes and second by Council Member VanDyck to deny claim based on OMAG findings.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6l. Discussion, consideration, and possible action to approve Resolution 2021-09R approving and accepting the Second Amendment to the Trust Indenture creating the Chickasha Industrial Authority and authorizing amending Article III (1) of the Trust Indenture by revising the wording with regard to the purpose of the trust to include promoting tourism and economic development within the City of Chickasha; authorizing and approving the execution of the Second Amendment to the Trust Indenture.

*Motion by Council Member Sikes and second by Council Member Hebblethwaite to Resolution 2021-09R as presented.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6m. Discussion, consideration, and possible action to pass the Emergency Clause of Resolution 2021-09R.

*Motion by Council Member Sikes and second by Council Member Nelson to accept Emergency Clause of Resolution 2021-09R as presented.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 7. Executive Session:

- ITEM 7 a.** Discussion, consideration, and possible action to enter into Executive Session to discuss confidential communications between the City and City's Attorneys concerning a pending investigation, claim or action which the City with the advice of the City's Attorneys, has determined that disclosure will seriously impair the ability of the City to process the claim or conduct the pending investigation, litigation, or proceeding in the public interest in compliance with its duty of confidentiality under the provisions of 25 O.S. Section 307 (B) (4). (*James Blue, et al vs the City of Chickasha*, Western District: CIV-20-1210-G).
- ITEM 7 b.** Discussion, consideration, and possible action to enter into Executive Session to discuss negotiations concerning employees and representatives of employee groups pursuant to 25 O.S. Section 307(B)(2):
- (i) To discuss the status of negotiations between the City and FOP Lodge No. 129 for a Collective Bargaining Agreement between the City and FOP Local No. 129 for the fiscal year 2021-2022; and
 - (ii) To discuss the status of negotiations between the City and IAFF Local Lodge No. 2041 for a Collective Bargaining Agreement between the City and IAFF Local Lodge No. 2041 for the fiscal year 2021-2022.
- ITEM 7 c.** Discussion, consideration, and possible action to enter into Executive Session pursuant to Title 25, Oklahoma Statutes Section 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.
- ITEM 7 d.** Consideration to reconvene the open meeting and take appropriate action on any action Discussion, consideration, and possible action to enter into Executive Session pursuant to Title 25, Oklahoma Statutes Section

*Motion by Council Member Sikes and second by Council Member Grayson to enter in to Executive Session.

Roll call vote:

"Ayes:" Sikes, Nelson, Ashanti-Alexander, Hebblethwaite, Grayson, VanDyck, Gerdes and Mosley.

"Nays:" None.

"Abstain:" None.

Motion passed. 8-0

City Council Meeting 6-21-2021
6:30 p.m.

Entered into Executive Session @ 7:13 p.m.

Reconvene open session at 7:59p.m.

Roll call:

Nelson -	Present
Sikes -	Present
Hebblethwaite -	Present
Grayson -	Present
Ashanti-Alexander -	Present
VanDyck -	Present
Gerdes -	Present
Mosley -	Present

Item No. 7 a. Motion by Council Member VanDyck and second by Council Member Gerdes to authorize City Attorneys to continue negotiations on the James Blue, et al v. City of Chickasha.

Roll call vote:

“Ayes:”	Sikes, Nelson, Ashanti-Alexander, Hebblethwaite, Grayson, VanDyck, Gerdes and Mosley.
“Nays:”	None.
“Abstain:”	None.
Motion passed.	8-0

Item No. 7 b. No Actions Taken.

Item No. 7 c. Item pulled.

ITEM 8 Adjournment:

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

Meeting adjourned.

TIME: 8:00 P.M.

Chris Mosley, Mayor

ATTEST:

City Council Meeting 6-21-2021
6:30 p.m.

Susan M. McDaniel, City Clerk

Approved this 6th day of July 2021.



City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2021	(From)		

V. ATTACHMENTS:

1. 7-6-21 COUNCIL REPORT REDACTED

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ADMINISTRATION	GENERAL FUND	TRANSFER ACCOUNT	FICA	463.62
			MEDICARE	<u>108.42</u>
			TOTAL:	572.04
FIRE ADMINISTRATION	GENERAL FUND	SW PLUS		272.00
		VERIZON WIRELESS	FIRE	0.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA		67.25
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	433.01
		CENTERPOINT ENERGY		179.41
		AT&T	ACCT: 405 222-2289 685 9	0.00
			ACCT: 405 222-2289 685 9	0.00
		TRANSFER ACCOUNT	FICA	58.88
			MEDICARE	<u>55.90</u>
			TOTAL:	1,066.45
POLICE ADMINISTRATION	GENERAL FUND	SPIC & SPAN COMMERCIAL CLEANING, LLC	APRIL 2021 CLEANING SERVICE	1,082.00
		PETROLEUM TRADERS CORPORATION	UNLEADED	382.79
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MAY 21	0.00
		OKLAHOMA POLICE PENSION &	POLICE PENSION	400.00
		CENTERPOINT ENERGY		61.03
		TRANSFER ACCOUNT	FICA	503.90
			MEDICARE	117.85
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	0.00
			UNIFORMS	<u>160.33</u>
			TOTAL:	2,707.90
CEMETERY SERVICES	GENERAL FUND	WYNN, JEFFREY	INTERMENTS	950.00
			GRAVE OPENING & CLOSING	<u>150.00</u>
			TOTAL:	1,100.00
HUMAN RESOURCES	GENERAL FUND	TRANSFER ACCOUNT	FICA	60.31
			MEDICARE	<u>14.11</u>
			TOTAL:	74.42
LIBRARY	GENERAL FUND	SPIC & SPAN COMMERCIAL CLEANING, LLC	APRIL 2021 CLEANING SERVIC	1,665.00
		VIRGINIA SAVAGE	ART THERAPY WORKSHOP	271.22
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MAY SERVICES	0.00
		TRANSFER ACCOUNT	FICA	458.52
			MEDICARE	107.23
		INGRAM BOOK SERVICE	SECOND MAY BOOK ORDER	<u>1,849.30</u>
			TOTAL:	4,351.27
STREET & STORM DRAINAG	GENERAL FUND	PETROLEUM TRADERS CORPORATION	UNLEADED	4,041.81
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MAY SERVICES	24.86
		TRANSFER ACCOUNT	FICA	485.10
			MEDICARE	113.45
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	<u>220.00</u>
			TOTAL:	4,885.22
FLEET MAINTENANCE	GENERAL FUND	PETROLEUM TRADERS CORPORATION	UNLEADED	183.84
		TRANSFER ACCOUNT	FICA	91.23
			MEDICARE	<u>21.34</u>
			TOTAL:	296.41
ACCOUNTING SERVICES	GENERAL FUND	ROTARY CLUB OF CHICKASHA	ROTARY CLUB INVOICE	145.00
		TRANSFER ACCOUNT	FICA	184.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	<u>43.17</u>
			TOTAL:	372.76
COMM DEVEL/PLANNING SE	GENERAL FUND	TRANSFER ACCOUNT	FICA	227.02
			MEDICARE	<u>53.10</u>
			TOTAL:	280.12
GENERAL GOVERNMENT	GENERAL FUND	OSBI	TICKET #211662	<u>34.00</u>
			TOTAL:	34.00
BUILDING SERVICES	GENERAL FUND	TRANSFER ACCOUNT	FICA	81.74
			MEDICARE	<u>19.12</u>
			TOTAL:	100.86
FIRE OPERATIONS	GENERAL FUND	OKLAHOMA FIREFIGHTERS	FIRE PENSION	9,165.52
			FIRE PENSION	593.50
		TRANSFER ACCOUNT	MEDICARE	993.55
			MEDICARE	61.48
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	0.00
			SUPPLIES & UNIFORMS	<u>0.00</u>
			TOTAL:	10,814.05
PATROL SERVICES	GENERAL FUND	AT&T	ACCT 831-000-5595-385	615.34
			ACCT 831-000-5595-084	0.00
		VERIZON WIRELESS	PD	1,256.56
			PD 02/13-03/12	0.00
		PETROLEUM TRADERS CORPORATION	UNLEADED	1,608.55
		OKLAHOMA POLICE PENSION &	POLICE PENSION	5,227.68
		TRANSFER ACCOUNT	FICA	2,635.91
			MEDICARE	<u>616.45</u>
			TOTAL:	11,960.49
INVESTIGATIONS	GENERAL FUND	PETROLEUM TRADERS CORPORATION	UNLEADED	90.23
		OKLAHOMA POLICE PENSION &	POLICE PENSION	845.14
		TRANSFER ACCOUNT	FICA	375.26
			MEDICARE	87.76
		EVIDENT CRIME SCENE PRODU	EVIDENSE SUPPLIES	<u>404.58</u>
			TOTAL:	1,802.97
ANIMAL CONTROL	GENERAL FUND	SPIC & SPAN COMMERCIAL CLEANING, LLC	APRIL 2021 CLEANING SERVIC	408.70
		PETROLEUM TRADERS CORPORATION	UNLEADED	56.33
		PUBLIC SERVICE COMPANY OF OKLAHOMA		523.27
		CENTERPOINT ENERGY		100.62
		TRANSFER ACCOUNT	FICA	156.77
			MEDICARE	<u>36.66</u>
			TOTAL:	1,282.35
MUNICIPAL COURT	GENERAL FUND	TRANSFER ACCOUNT	FICA	70.10
			MEDICARE	<u>16.39</u>
			TOTAL:	86.49
DISPATCH SERVICES	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	MAY SERVICES	0.00
		DEPARTMENT OF PUBLIC SAFETY	MONTHLY FEES	350.00
		TRANSFER ACCOUNT	FICA	320.50
			MEDICARE	<u>74.96</u>
			TOTAL:	745.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PARK MAINTENANCE	GENERAL FUND	VERIZON WIRELESS EXPRESS SERVICES INC	PARKS 02/13-03/12	0.00
			CONTRACT LABOR	543.20
			CONTRACT LABOR	1,472.98
			CONTRACT LABOR	573.20
			CONTRACT LABOR	319.92
			CONTRACT LABOR	1,486.30
			CONTRACT LABOR	533.20
			UNLEADED	4,403.70
			MAY 2021	231.33
			CENTERPOINT ENERGY	110.82
		PETROLEUM TRADERS CORPORATION		
		PUBLIC SERVICE COMPANY OF OKLAHOMA		
		AT&T	ACCT: 405 224-0374 341 7	158.31
		TRANSFER ACCOUNT	FICA	491.96
			MEDICARE	115.06
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	80.54
			TOTAL:	10,520.52
SPORTS COMPLEX	GENERAL FUND	EXPRESS SERVICES INC	CONTRACT LABOR	1,359.66
			CONTRACT LABOR	663.20
			CONTRACT LABOR	2,336.24
			CONTRACT LABOR	999.84
		PETROLEUM TRADERS CORPORATION	UNLEADED	1,638.11
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MAY 21	0.00
		CENTERPOINT ENERGY		128.81
		TRANSFER ACCOUNT	FICA	92.89
			MEDICARE	21.72
		UNIFIRST HOLDINGS, L.P.	SUPPLIES & UNIFORMS	0.00
			UNIFORMS	0.00
			TOTAL:	7,240.47
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	OKLAHOMA FIREFIGHTERS	FIRE PENSION	2,972.46
			MEDICARE	341.94
		BOUND TREE MEDICAL LLC		562.50
		RAM SOFTWARE SYSTEMS	BILLING SERVICES	3,518.28
			TOTAL:	7,395.18
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	PUBLIC SERVICE COMPANY OF OKLAHOMA	MAY 21	102.89
			TRANSFER ACCOUNT	
			FICA	148.16
			MEDICARE	34.65
			TOTAL:	285.70
EMERGENCY 911	E-911 FUND	SUDDENLINK B2B DEPT 1264 PUBLIC SERVICE COMPANY OF OKLAHOMA AT&T	INTERNET SERVICES	1,613.92
			MAY SERVICES	5.03
			ACCT: 405 103-0017 062 8	0.00
			ACCT: 405 521-1548 031 3	1,424.47
			TOTAL:	3,043.42
UTILITY BILLING	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	204.67
			MEDICARE	47.86
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	0.00
			TOTAL:	252.53
CMCA - CAPITAL PROJECTS	CHICKASHA MUNICIPA	UTILITY TECHNOLOGY SERVICES	UTS METERS	3,360.00
			TOTAL:	3,360.00
CMCA GENERAL	CHICKASHA MUNICIPA	TDS TELECOM	JUNE INVOICE	52.56
			TOTAL:	52.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	174.30
			MEDICARE	<u>40.76</u>
			TOTAL:	215.06
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	67.18
			MEDICARE	15.71
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	<u>24.12</u>
			TOTAL:	107.01
WATER PLANT	CHICKASHA MUNICIPA	PUBLIC SERVICE COMPANY OF OKLAHOMA	MAY 21	11,207.00
		CENTERPOINT ENERGY	JUNE	<u>66.89</u>
			TOTAL:	11,273.89
WASTEWATER PLANT	CHICKASHA MUNICIPA	PUBLIC SERVICE COMPANY OF OKLAHOMA	MAY 21	12,297.91
		CENTERPOINT ENERGY		<u>28.53</u>
			TOTAL:	12,326.44
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	VERIZON WIRELESS	PUBLIC WORKS	234.37
		J & R EQUIPMENT L.L.C.	CAMERA TRUCK REPAIR	201.43
		TRANSFER ACCOUNT	FICA	520.25
			MEDICARE	121.67
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	134.54
			SUPPLIES & UNIFORMS	<u>0.00</u>
			TOTAL:	1,212.26
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	AT&T	831-000-6296-169	276.96
			831-000-6296-174	0.00
		VERIZON WIRELESS	PARKS 02/23-03/22	0.00
		SPIC & SPAN COMMERCIAL CLEANING, LLC	APRIL 2021 CLEANING SERVIC	830.50
			APRIL 2021 CLEANING SERVIC	1,595.00
			APRIL 2021 CLEANING SERVIC	303.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MAY 21	1,998.02
		CENTERPOINT ENERGY		389.00
				27.77
		AT&T	ACCT: 405 224-3486 613 8	213.00
			ACCT: 405 224-0305 620 8	213.00
			ACCT: 405 224-0026 586 9	2,676.93
			ACCT: 405 224-0464 612 2	327.75
			ACCT: 405 222-6002 725 0	0.00
			ACCT: 405 146-5567 673 4	0.00
			ACCT: 405 224-1415 725 0	187.12
		TRANSFER ACCOUNT	FICA	70.74
			MEDICARE	16.54
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	6.80
		OK TRUCK AND TRAILER SALES INC.	UTILITY TRAILER FOR MOWER	<u>2,700.00</u>
			TOTAL:	11,832.13
AIRPORT	AIRPORT	JBT LEKTRO INC	TUG BATTERY	909.44
		FAIRFIELD INN AND SUITES	HOTEL ROOMS FOR AIRSHOW	2,112.00
		ALEXANDER, JEREMY	SECURITY AIRSHOW	240.00
		SPIC & SPAN COMMERCIAL CLEANING, LLC	APRIL 2020 CLEANING SERVIC	207.55
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MAY SERVICES	0.00
		CENTERPOINT ENERGY		73.46
		TRANSFER ACCOUNT	FICA	183.28
			MEDICARE	42.86
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	42.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BUDGET FLAG AND BANNER	FLAG POLE INSTALL	1,205.84
		THE GOLF CART PLACE	CART FOR AIRSHOW	<u>150.00</u>
			TOTAL:	5,166.95
STREET & ALLEY	STREET AND ALLEY F	SIGNAL SYSTEM MANAGEMENT INC	INVOICE: SSM-283 JUNE	<u>2,500.00</u>
			TOTAL:	2,500.00
NON-DEPARTMENTAL	AP/PAYROLL CASH FU	TRIBAL CHILD SUPPORT		25.00
		DEPARTMENT OF HUMAN SERVICES		180.00
				151.75
				187.56
				100.00
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	8,081.35
			FIRE PENSION	381.55
		OKLAHOMA POLICE PENSION &	POLICE PENSION	3,983.27
		TRANSFER ACCOUNT	ENTITY 0037102001	3,885.00
			PEHP 0045685001	1,230.72
			FEDERAL WITHHOLDING	20,475.81
			FEDERAL WITHHOLDING	326.44
			STATE INCOME TAX	7,575.00
			STATE INCOME TAX	102.00
			FICA	8,126.88
			MEDICARE	3,278.23
			MEDICARE	61.48
		JOHN HARDEMAN, TRUSTEE		273.23
		CITY OF CHICKASHA FLEX SPENDING ACCOUNT	UNREIMBURSED MEDICAL 23-19	<u>943.32</u>
			TOTAL:	59,368.59

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

11	GENERAL FUND	60,294.25
23	EMERGENCY MED SERV FUND	7,395.18
25	CHICKASHA INDUST AUTH	285.70
27	E-911 FUND	3,043.42
31	CHICKASHA MUNICIPAL AUTH	40,631.88
39	AIRPORT	5,166.95
54	STREET AND ALLEY FUND	2,500.00
99	AP/PAYROLL CASH FUND	59,368.59

 GRAND TOTAL: 178,685.97

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 99-AP VENDOR LIST
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 6/23/2021 THRU 7/07/2021
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 6/23/2021 THRU 7/07/2021

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 7-6-21
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: Fire Department

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration and possible action to approve the City of Chickasha Emergency Operations Plan.

I. BACKGROUND/DESCRIPTION:

The City of Chickasha has not had an updated or new Emergency Operations Plan in over 10 years. This plan acts as a template, resource, and guide during large scale events and disasters. Having an acceptable plan in place opens up the potential for additional funding through Oklahoma Emergency Management and FEMA such as the EMPG grant.

II. RECOMMENDED ACTION:

Staff recommends the approval and adoption of the Emergency Operations Plan.

III. FISCAL INFORMATION - There is no cost to approve and adopt the Emergency Operations Plan.

IV. FUND INFORMATION:

Dept. Director: Tony Samaniego, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2021	(From)		

V. ATTACHMENTS:

1. New EOP

City of Chickasha

Emergency Operations Plan

To all recipients: _____ Effective Date: _____

Transmitted herewith is the new integrated Emergency Operations Plan for the City of Chickasha. This plan supersedes any previous emergency management plans promulgated by the city for this purpose. It provides a framework in which the departments of the city can plan and perform their respective emergency functions during a disaster or national emergency. This plan recognizes the need for ongoing Emergency Management Planning by all departments within the City of Chickasha.

This plan attempts to be all inclusive in combining the phases of emergency management, which are (1) Mitigation: Activities which eliminate or reduce the probability of a disaster; (2) Preparedness: Activities which government, organizations, and individuals develop to save lives and minimize damage; (3) Prevention: Activities that prevent disaster (4) Response: Prevent the loss of life and property and provide emergency assistance; (5) Recovery: Short and long term activities which return the community to normal or with improved standards.

This plan is in accordance with existing Federal, State and local statutes. It has been concurred in by the Chickasha City Council and the Oklahoma Department of Emergency Management. It will be revised and updated as required. All recipients are requested to advise the Chickasha Emergency management Director of any changes which may result in its improvement or increase its usefulness.

APPROVED BY:

Chris Mosley, Mayor

Chris Mosley, Interim City Manager

Tony Samaniego, Fire Chief/Emergency Management Director

Sam Talamantez, State EM Area Coordinator

City of Chickasha

Copies of this Emergency Operations Plan will be distributed as follows:

To:	No. of Copies
Office of the City Manager	1
Chickasha Deputy EM Director	1
Director, Oklahoma Dept. of Emergency Management	1
Office of the Police Chief	1
Office of the Assistant Police Chief	1
Office of the Finance Director	1
Grady County Emergency Management Director	1
Office of the DHS County Director	1
Office of the Fire Chief	1
Office of the Deputy Fire Chief	1
Regional EM Director	1
Total Copies	11

Additional distribution will be via request through the EM Director.

To: Tony Samaniego
Chickasha Emergency Management Director
1700 Harly Day Dr.
Chickasha, Ok 73018

Recommended changes, corrections, additions and deletions to the Emergency Operations Plan

Any user of this plan is encouraged to recommend changes to this plan that the user feels might enhance or clarify a particular portion of the area being addressed. Suggested changes should be submitted to the Emergency Management Director, at the above address, for coordination, comment, concurrence, and approval.

Change:

Recommendation:

Submitted by: _____

Date: _____

Phone: _____

Exercise/Maintenance of the Plan

This plan shall be reviewed annually, no later than June 30 of each year.

The plan will be exercised annually on a schedule that allows maximum participation with minimum expense and operational inconvenience.

At a minimum there shall be a tabletop exercise of the plan in the spring and fall.

Needs List for Personnel and Equipment For Training and Exercise

Each person participating in the Emergency Management program should list his/her needs for personnel or materials, which are needed for training and exercise of the plan. This list shall be prioritized and made part of the EOP and shall be the basis for determining where to use grant funds and city appropriations for future budget years. This list shall be turned in to the EM Director no later than January 15th of each year.

CONCURRENCE

The staff of Emergency Management has met on several occasions during the last twelve months to review our operational readiness and to plan for a disaster. As a result of this review the attached Emergency Operations Plan has been developed. The plan follows the outline provided by the State of Oklahoma Department of Emergency Management and as with any such plan is considered a living document. The plan will continue to be revised and changed as our planning continues and we learn more about the needs of our community.

As the primary members of the planning committee, we the undersigned concur with this plan and its requirements:

Chris Mosley, Mayor

Tony Samaniego, Fire Chief/EM Director

Rachel Bernish, Community Development

CITY OF CHICKASHA EMERGENCY OPERATIONS PLAN

BASIC PLAN

I. PURPOSE.

A. This plan has been developed to provide a comprehensive (multi-use) emergency management program for the City of Chickasha. It seeks to mitigate the effects of hazards, prepare for measures to be taken which will preserve life and minimize damage, enhance response during emergencies and provide necessary assistance, and establish a recovery system to return the City to its normal situation.

B. This plan attempts to define who does what, when, where, and how, to mitigate, prepare for, respond to, and recover from the effects of natural disasters, technological accidents, nuclear incidents and other major incidents/hazards.

II. SITUATION AND ASSUMPTIONS

A. Situation.

1. The City of Chickasha is located approximately 35 miles south of Oklahoma City in central Grady County. The 2010 census of population for the City of Chickasha is 16,036. Chickasha is located on Interstate 44 and U.S. Highway 62.

2. The City is exposed to many hazards, all of which have the potential for disrupting the community, causing damage, and creating casualties. Potential hazards which may occur in or around the city include:

Natural Hazards severe thunderstorms and tornadoes floods winter storms fires - rural or urban earthquake Urban fires

Technological/Manmade Hazards hazardous materials incident - fixed facility hazardous materials incident- transportation accidents - auto, rail, air, pipeline radiological incident - transportation civil disorder and terrorism

B. Assumptions.

1. The City of Chickasha will continue to be exposed to the hazards identified above as well as others, which may develop in the future.

2. Government officials will continue to recognize their responsibilities regarding the public safety and exercise their authority to implement this emergency operations plan in a timely manner when confronted with real or threatened disasters.

3. If properly implemented, this plan will reduce or prevent disaster-related losses.

III. CONCEPT OF OPERATIONS.

A. General.

1. It is the responsibility of government to undertake comprehensive management of emergencies to protect life and property from the effects of hazardous events. This plan is based upon the concept that the emergency functions performed by various groups responding to an emergency, will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases.

2. Local government, because of its proximity to these events, has the primary responsibility for emergency management activities. Other levels of government provide resources not available at the local level. When the emergency exceeds local government's capability to respond, assistance from the state government will be requested through the Oklahoma Emergency Operations Center (EOC). The federal government will aid and resources to the state where needed. Federal assistance usually is extended to aid in recovery from major disasters.

3. Day-to-day functions which do not contribute directly to response actions to an emergency may be suspended for the duration of the emergency. The resources and efforts that would normally be required for those functions may be diverted to the accomplishment of emergency tasks by the agency managing the use of those resources.

4. A comprehensive emergency management plan is concerned with all types of hazards which may develop in the community. As shown below, it is more than an operations plan because it accounts for activities before, during, and after the

disaster.

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. General.

Most of the departments within city government have emergency functions in addition to their normal duties. Consequently, each department is responsible for developing and maintaining its own emergency standing operating procedures to fulfill these responsibilities. Specific responsibilities are outlined under "Task Assignments" and amplified in function specific ESF's in this plan.

B. Organization

1. The City of Chickasha Policy Group is composed of the Mayor, Council members, and City Manager.
2. The Emergency Services Coordination Group is composed of the following positions as assigned to the officials (coordinators) listed below:
 - a. Chief of Operations: Emergency Management Director.
 - b. EOC Staff Coordinator: Selected by the Emergency Management Director.
 - c. Law Enforcement Service: Police Chief.
 - d. Fire/Rescue Service: Fire Chief.
 - e. Health/Medical Service: County Chief of Emergency Health Services.
 - f. Shelter/Mass Care Service: County American Red Cross Executive.
 - g. Resources Management Service: Emergency Management Director.
 - h. City Maintenance/Public Works: Public Works Director.
 - i. Independent School District Services: Public Schools Superintendent.
 - j. Public Utility Services: Managers of companies that provide natural gas, electricity, and telephone services within the city.
 - k. Manpower Services: Selected by the Emergency Management Director.
3. The Operations Staff is composed of the following sections:
 - a. Communications/Message Center Section (ESF 2)
 - b. Damage Assessment Section.
 - c. Public Information Section (ESF 5)
 - d. Warning Section (ESF 5)
 - e. Shelter/Evacuation Section (ESF 6)
 - f. Administration Section (ESF 7)
 - g. Transportation Section (ESF 1)

Note: In the event an official becomes unable to function, his/her assistant/deputy will replace said position.

4. Emergency service coordinators are directors of departments within the city/county governments and volunteers with functional expertise required to adequately respond to most emergencies. They are responsible for the operation of their departments and/or coordinating their actions with other departments and volunteer agencies to efficiently apply all available resources to the emergency confronting the city.

5. EOC support and special staff members are volunteers who have skills and training in areas needed to provide a total response to an emergency. They may assist the emergency service coordinators in the accomplishment of their duties, perform functions within the EOC to enhance efficiency, or perform critical tasks outside of the scope of government departments

C. Task Assignment and Responsibilities.

1. The Mayor of Chickasha is responsible for:
 - Declaration of disaster/emergency
 - Signing of disaster/emergency proclamation
2. The Emergency Management Department is responsible for:
 - Coordination of all phases of emergency management
 - EOC communication capability
 - Public information and education
 - EOC operation
 - Comprehensive Emergency management planning
 - EOC staff training
 - Warning system planning
 - Damage assessment planning
3. The Police Department is responsible for:
 - Maintaining law and order
 - Traffic control
 - Access control of restricted areas
 - Security of vital facilities
 - Operation of warning system (Dispatch)
 - Communication system support
 - Liaison with other law enforcement agencies
 - Search and rescue operation support
4. The Fire Department is responsible for: (ESF 4,8,9,10)
 - Fire Suppression
 - Fire Prevention and Education
 - Supporting operation of the warning system
 - Search and rescue operations
 - Hazardous material operations

- Assisting in damage assessment
 - Communication system support
 - Emergency medical assessment, triage, treatment, and transport
 - Hazardous material decontamination
 - Assisting in medical support and epidemic control
5. The Communications Center is responsible for: (ESF 2)
 - Communications system planning and operation
 - Warning system operation
 - Assisting in EOC communications
 6. The Public Works Department is responsible for: (ESF 3)
 - Debris Clearance
 - Providing engineering advise
 - Maintaining roads and bridges
 - Assisting with damage assessment of public property
 - Providing support for hazardous material decontamination
 7. The Community Development Department is responsible for:
 - Administering the City's floodplain management program
 - Damage assessment of public property
 - Assisting in damage assessment of private property
 8. The Parks and Recreation Department is responsible for: (ESF 6)
 - Providing public mass care sheltering
 9. The Finance Department has responsibilities for city administrative duties
 10. The City Attorney is assigned all responsibilities of legal and emergency information services
 11. The CERT Volunteer Organization is responsible for:
 - Observation and reporting of severe weather
 - Assisting the EM Dept. in all assigned task assignments and responsibilities
 - Assisting in EOC operations
 - Assisting with command post operations
 - Assisting with traffic and crowd control
 - May assist any other function if needed other than police/fire with emergency operations
 12. The Superintendent of Schools is responsible for: (ESF 1,6)
 - Providing public shelters
 - Providing buses for transportation during disaster relief operations
 13. The American Red Cross (when committed) is responsible for: (ESF 6)
 - Operating shelters for disaster relief
 - Providing damage assessment of private property
 - Providing counseling services
 - Providing reception, care food, lodging, and welfare assistance throughout the city
 - Coordinating all personnel relief activities for any type of disaster

14. The Oklahoma VOAD, which includes volunteer church groups, is responsible for: (ESF 7,8)
 - Coordination of volunteer agency response and volunteer manpower
 - Supporting shelter/congregate care operations
 - Providing counseling services
 - Assisting with reconstruction efforts
15. Medical service providers, including area hospitals and clinics, EMS providers, and the health department, are responsible for: (ESF 8)
 - Emergency medical care for disaster victims
 - Health care
 - Crisis counseling
16. The Oklahoma Dept. of Emergency Management is responsible for assisting in the provision of State and Federal support, including: (ESF 7)
 - Public welfare assistance
 - Resources
 - Law enforcement
 - Health and medical
 - Debris clearance
 - Public information and education
17. The State Medical Examiners Office (when committed), is responsible for:
 - Collecting, identifying, and coordinating interment of deceased victims caused by disaster.
 - Coordinating funeral home support of disaster operations
18. The Grady County Health Department (when committed), is responsible for: (ESF 8)
 - Investigating sanitation conditions and establishing safe standards for crisis relocation, emergency shelter or disaster relief operations
 - Coordinating medical support and epidemic control
 - Inspecting food and water supplies
 - Providing public health education
19. The Grady County DHS Office (when committed), is responsible for:
 - Providing provisions/funds for emergency aid
 - Coordination with Red Cross and other related agencies
20. The Oklahoma National Guard (when committed), is responsible for assisting in: (ESF 7,8,9,2)
 - Radiological protection
 - Law enforcement and traffic control
 - Search and rescue operations
 - Providing military engineer support and assistance in debris clearance
 - Providing communication support
 - Providing any logistical support
21. The Salvation Army is responsible for: (ESF 6)
 - Supporting shelter/congregate care operations
 - Providing field canteens

- Providing counseling services
22. State and Federal Support is responsible for: (ESF 7)
- Public welfare assistance
 - Resources
 - Law enforcement
 - Health and medical
 - Debris clearance
 - Public information and education
23. All other City Agencies, officers and employees of the City of Chickasha shall support and implement this plan as directed by the City Manager and City Council.

V. Direction and Control.

A. The final responsibility for all emergency management belongs to the elected officials of the City who are members of the Emergency Management Policy Group. This group is the decision making group for all broad policy level decisions. During response operations, they will also be available to constituents to address nonroutine matters.

B. Executive responsibility for emergency management is vested in the City Manager. As chief administrative officer and head of the administrative branch of the city government, he shall execute the laws and ordinances and administer the government of the city. He is the Chief Executive Officer of the City, and during response operations, of the Emergency Management Policy Group.

C. The City Emergency Management Director is responsible for coordinating the emergency management program. He/she makes routine decisions and advises the Policy Group on alternatives when major decisions are required of that body. During emergency operations, he/she is responsible for the proper functioning of the EOC and its staff. The director also acts as liaison with other local, county, state, and federal emergency management agencies.

D. Specific persons in departments/agencies are responsible for fulfilling their responsibilities as stated in this Basic Plan and the annexes thereto. Department Supervisors will retain control of their employees and equipment during response operations. Standing

operating procedures are required of each department having responsibilities in this plan. These SOPs must include:

1. Recall of personnel during non-duty hours.
2. Prioritization of tasks to guide recovery work.
3. Procedure to be followed which deviate from normal.
4. Specific emergency authorities that may be assume by the designated successor during emergency situations

E. During some periods of an emergency, Department Supervisors will be required to remain in the EOC and direct their departments from that facility. During any large scale emergency, the EOC will in fact become the seat of city government for the duration of the crisis

VI. Continuity of Government.

A. Succession of Leadership. The line of succession for continuity of government for the City of Chickasha is as follows:

1. Elected Officials
 - Mayor of the City of Chickasha
 - Vice Mayor of the City of Chickasha
 - City Council members
2. Chief Executive Officer
 - City Manager
3. Emergency Management
 - Emergency management director
 - Deputy emergency management director
 - Emergency management administrator
4. Line of succession for each agency/department head is according to the department rules and/or standing operating procedures established by each department.

B. Preservation of Records.

To provide normal government operations following a disaster, vital records must be protected. The principal cause of damage to records are fire and water; therefore, essential records will be protected accordingly in City Hall or in local safety deposit vaults

VII. Administration and Logistics

A. Emergency Authority.

1. Chickasha Emergency Management shall follow all Oklahoma legislation pertaining to emergency management.
2. Provisions for local emergency powers are found in the Oklahoma Code and local ordinances which include but are not limited to:
 - Declaration of States of Emergency
 - Contracts and Obligations
 - Control of Restricted Areas
 - Liability

B. Agreements and Understandings. Should city resources prove to be inadequate during an emergency, requests will be made for assistance from other local jurisdictions, higher levels of government, and other agencies in accordance with existing or emergency negotiated mutual-aid agreements and understandings. Such assistance may take the form of equipment, supplies, personnel, or other available capability. All agreements and understanding will be entered by duly authorized officials and will be formalized in writing whenever possible.

C. Reports and Records. Required reports will be submitted to the appropriate authorities in accordance with instructions in annexes to this plan. All records of emergency management activities will be maintained at the EOC.

D. Relief Assistance. All individual disaster assistance provided by the government will be administered in accordance with policies set forth by the Oklahoma Department of Emergency Management and those Federal agencies providing such assistance.

E. Consumer Protection. Consumer complaints pertaining to alleged unfair or illegal business practices will be referred to the Oklahoma Attorney General's Consumer Protection Division.

F. Nondiscrimination. There will be no discrimination on grounds of race, color, religion, nationality, sex, age, or economic status in the execution of emergency management functions. This policy applies to all levels of government, contractors, and labor unions.

G. Administration and Insurance Claims. Insurance claims are normally handled on a routine

basis by the commercial insurance companies and adjustment agencies. Complaints should be referred to the Oklahoma Insurance Commissioner. Adjustors of private insurance companies are usually dispatched to a disaster area to assist with claim problems.

H. Management of Manpower (Paid and Volunteer). Manpower, both paid and volunteer, will be managed by the Emergency Management Director.

I. Duplication of Benefits. No person will receive assistance with respect to any loss for which he has received financial assistance under any other program or for which he/she has received insurance or other compensation. This also applies to business concerns or other entities.

J. Use of Local Firms. When major disaster assistance activities may be carried out by contract or agreement with private organizations, firms or individuals, preference will be given, to the extent feasible and practicable, to those organizations, firms and individuals residing or doing business primarily in the areas affected.

K. Preservation of Historic Properties. The Oklahoma Historical Preservation Officer (OHPO) will be notified when the Governor declares that a state of emergency exists as the result of a disaster. The Director, Oklahoma Department of Emergency Management, will arrange for the OHPO to identify any existing historic properties within the designated disaster area.

VIII. Plan Development and Maintenance.

A. The contents of this plan must be known and understood by those people responsible for its implementation. The Emergency Management Director is responsible for briefing staff members and city officials concerning their role in emergency management and the contents of this plan.

B. Department directors are responsible for development and maintenance of their respective segments of this plan and their appropriate supporting SOP/SOG.

C. The Policy Group will ensure an annual review of this plan is conducted by all officials involved in its execution. The Emergency Management Director will coordinate this review and any plan revision and distribution found necessary.

D. The plan will be tested at least twice a year in the form of a simulated emergency exercise in order to provide practical, controlled experience to those emergency managers tasked within the plan.

Appendix 1 to the Basic Plan (ESFs)

Incorporation to Federal Response Plan

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended) provides the authority for the Federal government to respond to disasters and emergencies to aid, save lives and protect public health, safety, and property. The Federal Response Plan for Public Law 93-288 as amended is designed to address the consequences of any disaster or emergency in which there is a need for Federal response assistance. Copies of this plan are maintained at the State Emergency Operations Center. The plan describes the basic mechanisms and structures by which the Federal government will mobilize resources and conduct activities to augment State and local response efforts. To facilitate the provision of Federal assistance, the plan uses a functional approach to group the types of Federal assistance under twelve Emergency Support Functions (ESFs). Each ESF is headed by a primary agency, which has been selected based on its authorities, resources, and capabilities in the functional area. The plan has been incorporated into the State Emergency Operations Plan with State agencies assigned the task of cooperating with the appropriate Federal and local agencies in the coordination and implementation of the plan. Accordingly, the local agencies listed in the matrix below are responsible for cooperation with the State and Federal counterparts in coordinating and implementing the plan.

Title	Federal Agency	State Agency	Local Agency
ESF 1 Transportation	U.S. D.O.T	Ok. D.O.T	Public Schools
ESF 2 Comms	Nat. Comm System	OEM	911 Center
ESF 3 Pub Works & Eng	Corps of Engineers	Ok. D.O.T	Pub. Works
ESF 4 Firefighting	US Dept. of Ag	Ok Dept. of Ag	Fire Dept.
ESF 5 Info and Plan	FEMA	OEM	CFD/EM
ESF 6 Mass Care	Red Cross	Red Cross	Red Cross
ESF 7 Resource Sup	General Services	OEM	CFD/EM
ESF 8 Health & Med	Health and Human Services	Dept. of Health	Grady Health Dept
ESF 9 USAR	FEMA	Dept. of Pub Safety	Fire Dept.
ESF 10 Hazmat	EPA	DEQ	Grady DEQ
ESF 11 Food	Dept. of Ag	DHS	Red Cross
ESF 12 Energy	Dept. of Energy	OEM	CFD/EM

Appendix 2 to Basic Plan

Definitions

AGENCY LIAISON OFFICER (ALO):

Persons appointed by Director of designated state agencies who shall operate under the Director, Department of Civil Emergency Management, during emergency periods to coordinate an agency's actions for providing effective relief and assistance in accordance with this plan and Public Law 93-288.

DISASTER:

A dangerous event that causes significant human and economic loss and demands a crisis response beyond the scope of any single agency or service, such as the fire or police department. Disasters are distinguished from emergencies by the greater level of response required. Disaster requires resources beyond those available locally.

EMERGENCY:

While an emergency may have been devastating, it is a dangerous event that does not result in a request for State or Federal assistance.

"EMERGENCY" AS PROCLAIMED BY THE GOVERNOR:

Whenever, in the opinion of the Governor, the safety of Oklahoma and its citizens requires the exercise of extreme measures due to an impending or actual disaster, he may declare an emergency to exist in the state, or any part of the state, to aid individuals and local government.

ELECTROMAGNETIC PULSE (EMP):

A phenomenon of a nuclear detonation which disrupts electrical transmission and radio sets in a similar manner to a direct hit by lightning.

EMERGENCY OPERATIONS CENTER (EOC):

A centralized facility to be utilized by the governments for direction, control, and coordination.

EMERGENCY PERIOD:

The period immediately before, and/or immediately following the impact of a catastrophe when severe threats exist to human life, animals, other private and public property and/or the environment.

EMERGENCY SUPPORT TEAM:

Teams of federal personnel formed by the Director, Federal Emergency Management Agency, Region VI, and deployed in a declared major disaster area to assist the federal coordinating officer in carrying out his responsibilities.

FEDERAL COORDINATING OFFICER (FCO):

The person appointed by the President of the United States to operate under the Director, Region VI Federal Emergency Management Agency to coordinate federal assistance in a declared major disaster area under the provisions of Public Law 93-288.

GOVERNOR'S AUTHORIZED REPRESENTATIVE (GAR):

The person appointed by the Governor of Oklahoma in the Federal/State Disaster Assistance Agreement as his authorized representative to act in cooperation with the Federal Coordinating Officer.

LOCAL GOVERNMENT:

Any county, city or incorporated town in the State of Oklahoma.

LOCAL MASS CARE CENTER:

A place selected locally by the private volunteer groups to provide care for individuals dislocated during the emergency period. Services provided are lodging, feeding, registration, first aid and other social services.

MAJOR DISASTER:

Any hurricane, tornado, storm, flood, high water, wind-driven water, earthquake, volcanic eruption, landslide, snow storm, explosion, or other catastrophe in any part of the United States which, in the determination of the United States, causes damage of sufficient severity and magnitude as to warrant major disaster assistance under Public Law 93-288 above and beyond emergency services by the federal government, to supplement the efforts and available resources of the state, local governments and disaster relief organizations in alleviation of the damage, loss, hardship, or suffering caused thereby.

NATIONAL WARNING SYSTEM (NAWAS):

A protected full-time voice communications system which provides warning information throughout the nation.

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT (OEM):

The agency responsible for preparation and execution of emergency functions to prevent, minimize and repair injury and damage resulting from hostile actions or natural disasters as stated in the Oklahoma Civil Defense and Emergency Resources Management Act of 1967.

PUBLIC FACILITY:

Any flood control, navigation, irrigation, reclamation, public power, sewage treatment and collection, water supply and distribution, watershed development, or airport facility, any non-federal aid street, road or highway and any other public building, structure, or system.

RECOVERY PERIOD:

That period after an emergency when economic recovery from disaster damage takes place, including the use of any available local, state, federal government, and private resources.

VOLUNTEER SERVICE ORGANIZATION:

Any organization which is nongovernment, nonprofit whose primary mission is to provide humanitarian support in times of need using public donated funds and volunteer personnel resources with or without a formal declaration of an emergency. (i.e: American Red Cross, Salvation Army, etc.)

WATCH PERIOD:

A period when meteorological conditions indicate a possibility of a severe weather phenomena.

WARNING PERIOD:

A period when severe weather phenomenon.

Annex A – Direction and Control

1. Purpose.

This annex establishes workable procedures for the development, manning, and operation of a control center within the City of Chickasha to coordinate government's response to emergency situations. The center will be activated when the threat of loss of life and/or excessive property damage may occur. This applies to both natural and manmade disasters.

2. Situation and Assumptions.

See section II of the Basic Plan.

3. Concept of Operations.

General. An effective Emergency Operations Center (EOC) is the key to successful response operations. The gathering of persons in authority, along with supporting staff personnel, in one location facilitates the prompt and effective employment of resources. It also enhances the coordination of activities, which will ensure all required tasks are accomplished without duplication of effort. The Emergency Management Director will activate the EOC and alert those persons designated to occupy EOC positions when a danger is recognized.

4. Task Organization and Responsibilities.

A. General

1. There are three (3) parts to the City Direction and Control Organization. Part one is the Policy Group which is comprised of the Mayor, City Council, and City Manager. This is the group making the highest decisions and/or approvals. Part two is the Coordination Group which is comprised of the major city department/agency heads who will coordinate their efforts and apply the actions most needed to the emergency at hand. Most of these service supervisors will be located at the EOC. The coordination of activities of the Emergency Services will be under the direction of the Chief of Operations and/or Emergency Management Director. Their activities and responsibilities are contained in their respective annexes in the plan. Part three is the Operations Staff which is comprised of several staff officers or Officers-in-Charge (OIC) of sections that have many functions that are vital when operating in emergency situations. The functional responsibilities for each OIC will be referred to in annexes to this plan. Each OIC will be in the EOC. He/she will work under the direction of the Emergency Management Director and will coordinate with the Coordination Group department or agency heads when necessary.
2. The EOC may be activated by the City Manager or Emergency Management Director when it appears that any portion of the City of Chickasha is, or may be, threatened with loss of life or extensive property damage.
3. Each department or agency director tasked to serve on the Coordination Group, or his

designated replacement, will immediately report to the EOC to direct and coordinate his agency's response to the emergency confronting the community.

4. The Emergency Management Director will maintain and activate the procedures to recall/assemble the EOC staffs. (See Appendix 3 to this Annex. EOC Activation Checklist.)

B. Organization

See section IV, Basic Plan and Appendix 1, this Annex.

C. Task Assignment and Responsibility.

1. Policy Group.

- a. These elected and legally appointed officials are responsible for the protection of life and property within the boundaries of their jurisdictions.
- b. The policy group will exercise all normal powers contained in the State of Oklahoma Emergency Management and Resources Management Act of 1967, as amended, and local ordinances, and resolutions, in performance of direction and control duties confronting the citizens of Chickasha.
- c. Control of all crisis operations is vested in the policy group and will be delegated to responsible individuals as stated in this plan, or to an appropriate designee as shift arrangements dictate.
- d. See Section IV of the Basic Plan.

2. Coordination Group

- a. Chief of Operations (Emergency Management Director) is responsible for:
 - i. Coordinating EOC staff activities to supply aid to disaster victims or areas.
 - ii. Makes routine decisions and advises the policy group on courses of action and/or decisions required.
 - iii. Responsible for ensuring that local agencies who have been assigned primary responsibility for any of the support functions identified in the basic plan are available in the EOC to facilitate coordination with the state and federal agencies aiding.
 - iv. Responsible for Keeping the EOC in an operational ready state.
 - v. Assigns qualified people to EOC staff positions and keeps a current roster of the staff.
 - vi. Responsible for developing an alert system and for alerting the policy group and the EOC staff of any impending emergency.
 - vii. Responsible for activating the EOC and recalling EOC staff.
 - viii. Supervise the EOC staff and coordinates with the Coordination Group to assure timely aid or assistance is rendered to the victims of the emergency.
 - ix. Schedules the EOC staff for a (2) shift, around the clock, operation.

- x. Arranges for feeding of the staff.
 - xi. Updates the staff roster at least once a year.
 - xii. Holds briefings for the policy group and the coordination group to update their knowledge of the emergency.
 - xiii. Makes provisions for displaying pertinent information in the EOC for the policy and coordination group.
 - xiv. Coordinates with the policy group and makes provisions for relocating staff members to an alternate EOC if the primary EOC becomes inoperable.
 - xv. Makes provisions for notifying all agencies involved in the emergency that operations have been shifted to the Alternate EOC if the primary becomes inoperable.
 - b. Law Enforcement Coordinator (See Basic Plan)
 - c. Fire and Rescue Coordinator (See Basic Plan)
 - d. City Maintenance Coordinator (See Basic Plan)
 - e. Health and Medical Coordinator (See Basic Plan)
 - i. Closely coordinate activities with the Grady County Health Officer
 - f. Shelter/Mass Care Coordinator (County Red Cross, See Basic Plan)
 - i. Coordinate shelter operations with the EM Director
 - g. Resources Coordinator
 - i. Compile and inventory of personnel, equipment, materials, and facilities which may be needed in an emergency. This inventory will constitute the Resource Data Book.
 - ii. Provide manpower, supplies, materials and/or equipment required by other coordinators to provide relief to the emergency.
 - iii. Ration or establish priority use of critical or scarce resources during an emergency.
 - iv. Maintain records of all expenditures for emergency resources obtained and give them to the appropriate official for disposition.
 - v. See Annex N, Resource Management
3. Operations Staff
- a. Shall provide technical support and advice to the policy group and coordination group. This staff functions under the supervision of the EM Director.
 - b. The Operation Staff is composed of the following sections. Each require an OIC and other support personnel.
 - i. Communication/Message Center
 - ii. Damage Assessment
 - iii. Hazardous Materials Protection
 - iv. Public Information
 - v. Administration
 - vi. Transportation
 - vii. Warning/Reporting
 - viii. Shelter Management/Evacuation

V. Direction and Control

See Basic Plan

VI. Continuity of Government

- A. During any large-scale emergency, the EOC will become the center for all local government control. It will be from this center that all decisions and direction will emanate to the public concerning the emergency.
- B. Lines of succession for critical personnel have been established and presented in Section VI, Basic Plan.

VII. Administration and Logistics.

- A. Emergency Operations Centers
 - i. Primary EOC
 - 1. Location. The basement of No. 2 Fire Station at 16th and Country Club has been designated as the EOC for the City of Chickasha.
 - ii. Alternate EOC
 - 1. Should the primary EOC become unusable, an alternate EOC will be the Grady County EOC at 315 W. Pennsylvania. Should the alternate EOC be unusable Fire Station 1 at 1700 Harly Day Dr. shall be used.
 - iii. Incident Command Post
 - 1. During emergency operations it may be necessary to set up an incident command post to coordinate response activities at the onsite location. The Incident Commander for the event will be responsible for establishing such required command posts.
- B. Reports and Records

The type of emergency dictates the reports required.

- 1. Initial Disaster Report. This short report is designed to provide the State EOC with basic information about any emergency.
- 2. Events Log. A record of major events and response actions will be compiled by members of the EOC support staff to provide a history of actions taken.
- 3. Additional reports may be necessary depending on the type of event.

C. Media

News conferences will be held at regular intervals and will be coordinated by the Public Information Officer. If possible, these will be held on the first floor of the EOC in the fire station.

VIII. Plan Development and Maintenance

The Emergency Management Director is responsible for the content of this annex and for its currency. All EOC staff members must be familiar with its content.

IX. Authority and References

- A. Authority (See Basic Plan)
- B. References.
 - i. Digest of Oklahoma Laws
 - ii. FEMA, E/L0103 Planning: Emergency Operations
 - iii. FEMA, Emergency Operations Handbook
 - iv. FEMA, EMI Basic Academy

Appendices

Appendix 1- City of Chickasha Emergency Direction and Control Chart

Appendix 2- Organization Assignment Roster

Appendix 3- Emergency Operations Center

Tab A – EOC Activation Check List

Tab B – Emergency Situation Report

Tab C – Daily Log of Events

Tab D – EOC Security Log

Tab E – EOC Layout Plan

Appendix 4- Confidential Phone Numbers

Appendix 5- Sample Disaster Declaration

Insert Control Chart and Organization Assignment Roster

Appendix 3 to Annex A

EOC Administration

I. Purpose

This section provides instructions for the following:

- Administration of the EOC
- Arranging for 24-hour staffing of the EOC and duty rosters
- Specifying reports required by OEM
- Planning for the expansion of the EOC to accommodate an enlarged staff

II. General

During periods of normal activities, all functions concerned with administration of the Emergency Operations Center will be maintained and performed by the Emergency Management Director.

However, during emergency periods when additional EOC staff are activated, an EOC Coordinator will be appointed by the Emergency Management Director. The EOC Coordinator will be responsible for the following:

- Supervising staff shift arrangements
- Housekeeping
- Coordinating security of the facility
- Preparation of recurring reports
- Administrative support of the EOC staff

III. Concepts of Operations

Normal Readiness:

- Prepare and review plans and SOP's for internal EOC operations
- Advise City officials of EOC status
- Ensure the EOC is properly equipped for relocation and emergency operations
- Coordinate with City departments to ensure their readiness to conduct operations from the EOC
- Pre-stock administrative materials, forms and supplies in the EOC
- Plan expansion of the EOC into other available space during the emergency

Increased Readiness:

- Advise City manager on measures to increase readiness of the EOC and emergency service organizations
- Activate EOC, review EOC procedures, brief EOC staff, make final preparations for emergency operations
- Initiate alerting and mobilization warning/spotter organization if required
- Obtain additional supplies as may be needed
- Establish security as needed

Emergency Operations

- Provide support and information to emergency service coordinators
- Regularly brief City Management and Policy Group on status of operations
- Supervise EOC staff
- Maintain proper written records of messages, directives, requests and resulting actions
- Maintain proper reporting to other agencies

IV. Reports

Situation reports, staffing rosters, readiness reports, and other common reports will be prepared as necessary and required.

V. Tabs

- Tab A – Activation Checklist
- Tab B – Situation Report
- Tab C – Daily Log of Events
- Tab D – Security Log

Annex B – Communications (ESF-2)

I. Purpose

This Annex provides information concerning emergency communications systems used in the City of Chickasha and throughout the area. The procedures outlined in this Annex will be used by Emergency Management officials to manage communications in the event of an emergency.

II. Situation and Assumptions

- a. **Police.** The Chickasha Police Department operates two radio networks to support its daily activities. In addition, the department participates in the Oklahoma Law Enforcement Telecommunications Network (OLETS). These networks are operated from a centralized 911 Emergency Operations Center, employing full-time, paid professional communications specialists. In addition to utilizing the radio networks, the communications specialists are also responsible for handling emergency and routine telephone communications between the public and the department. The communications center is administered by the Police Department and is located within the Emergency Operations Center at No. 2 Fire Station.
- b. **Fire and EMS.** The Chickasha Fire Department operates a radio network to support its daily operations. This network is also dispatched from the 911 Emergency Operations Center. Each fire station also operates a radio base station.
- c. **Emergency Management.** The City of Chickasha Emergency Management Department operates the City's centralized 911 Emergency Operations Center. This facility allows communications with emergency response personnel, storm spotters, and provides official contact between the City of Chickasha EOC and outside agencies.
- d. **Public Works.** The City of Chickasha Public Works Dept. is dispatched from their offices, located at 500 E. Grand Ave. Secondary dispatching can be accomplished from City Hall.
- e. **9-1-1.** The City of Chickasha operates an enhanced 9-1-1 emergency telephone network located at Fire Station No. 2 at 16th and Country Club Road. All 9-1-1 calls originating within the city limits of Chickasha are directed to and processed by the City of Chickasha 911 communications center.

III. Concept of Operations

General. The City of Chickasha Emergency Management communications networks are based upon using those nets already used during daily operation the City, augmented with the addition of nets for specific emergency management purposes. Emergency Management officials may operate in radio nets of response organizations to effect coordination of activities.

IV. Task Organization and Responsibilities

A. Communications Director:

- Develop, administration and maintenance of all communications systems within the 911 EOC which are required to support all City operation for normal and/or emergency events.
- Development of a communications system to support crisis operations to include internal operations and external communications with adjacent jurisdictions and the State EOC.

- Training of communications specialists to handle emergency operations.
 - Supervision of all communications center activities during emergency operations.
- B. Police Chief:
- Development, administration, and maintenance of all communications systems which are required to support police department operations for normal and/or emergency events.
 - Development of a communications system to support crisis operations to include internal operations and external communications with adjacent jurisdictions for mutual aid operations.
- C. Fire Chief:
- Development, administration, and maintenance of all communications systems which are required to support fire department operations for normal and/or emergency events.
 - Development of a communications system to support crisis operations to include internal operations and external communications with adjacent jurisdictions for mutual aid operations.
- D. Public Works Director:
- Development, administration, and maintenance of all communications systems which are required to support police department operations for normal and/or emergency events.
 - Development of a communications system to support crisis operations to include internal operations and external communications with adjacent jurisdictions for mutual aid operations.
- E. Radio/Telephone Operators:
- Proper use of communications equipment and procedures at designated stations
 - Proper handling of messages
 - Proper screening and routing of all incoming calls
- V. Direction and Control
- A. EOC. The Police Chief has overall responsibility for the 911 Operations Center and the communication systems needed to operate during an emergency.
- B. Incident Command System. All communications to the field, whether from the EOC or Communications Center, shall support the Incident Command system and will be directed through the incident Commander or the on-scene Communications Officer, if established.
- C. Code Systems. During and emergency, the various code systems used for brevity will be discontinued. Plain English will be used to ensure comprehension during transmission, particularly between units from different agencies.
- VI. Administration and Logistics
- A. Security.

Due to the vital role of communications during emergency operations, the Police Chief may assign police officers to provide security for key communications facilities. These include the communications center, police and fire repeater sites, and command posts.

B. Training.

- The EM Director shall be responsible for providing emergency/disaster training to all the Communications Staff.
- Each department assigning personnel to the EOC for communications purposes is responsible for assuring that these individuals are familiar with all communications operating procedures and are familiar with the operating procedures of the EOC.

Appendix 1 – Message Log

Appendix 2 – Communications Network

Appendix 3 – Operations Secure Information

Annex C – Warning

I. Purpose

This Annex establishes an effective alert and warning system within the City of Chickasha capable of disseminating adequate and timely warning to the city officials and public in the event of threatened disaster.

II. Situation and Assumptions (See Basic Plan)

III. Concept of Operation

A. Natural Hazards.

Normally, warning of the threat of severe weather such as tornadoes, severe thunderstorms, flash flooding etc. will be provided by the National Weather Service. They are disseminated by NAWAS, radio, TV, and Weather Service teletype.

B. Weather Warning Procedures

Upon receipt of notification of approaching severe weather (i.e., tornadoes, thunderstorms, floods, etc.) from the National Weather Service, storm watch personnel, other communities in the county or any other official source, the police dispatcher will immediately notify the Emergency Management Director who will direct the dispatcher to sound the warning devices, if required. If communications with the Emergency Management Director, or those designated as having warning responsibility in Appendix

2, cannot be established, communications personnel are authorized to sound the warning devices.

C. Technological/Hazmat Incidents

Warnings will be made for hazardous material incidents/accidents such as oil, chemical, or radiological material spills when the incident presents a hazard to the public. This warning will be announced on radio/TV and cable TV when override is available.

D. National Security

- Attack on this nation is a possibility at any time and could be in any form; nuclear, biochemical, or conventional devices. It is likely that an attack would be preceded by a period of international tension, which would provide ample time to inform the public. However, should a surprise attack be launched, warning time may be as little as fifteen minutes. The possibility of an accidental missile launch also exists, in which case warning time could approximate that of a surprise attack. NAWAS is the primary attack warning system used to provide initial warning down to the county level of government.
- Upon receiving an alert/warning at the Grady County Warning Point from the Oklahoma Highway Patrol NAWAS, or alternate Warning Point in Oklahoma City, the Chickasha Police Department, or the Grady County Sheriff's Office (secondary) will immediately notify each community police department, including the City of Chickasha. The police department dispatcher will act to immediately activate the warning signal. The police dispatcher will notify the Emergency Management Director. See Appendix 2 for each warning device activation procedures and Appendix 3 for the warning device locations.
- The Emergency Management Director upon notification of an attack warning will notify the City Manager and other city officials as indicated in Appendix 2. These officials will make the decision on whether to activate the EOC and use it as the main control center during the emergency.

E. Warning Signals

- Severe Weather or Other Peacetime Emergency. The severe weather/other peacetime emergency warning is a 3 to 5-minute steady signal from warning devices, horns, or other devices. In addition to other meanings or requirements for action, this can also be an ATTENTION or ALERT signal to turn on radios or TVs to listen for essential emergency information.
- Attack Warning. The attack warning signal is a 3 to 5-minute wavering tone on warning devices or a series of short blasts on horns or other devices. The attack warning signal shall mean that an actual attack or accidental missile launch against this country has been detected and that protective action should be taken immediately. This signal will be used for no other purpose and will have no other meaning.

IV. Task Organization and Responsibilities

Task Assignments

1. Policy Group
 - Responsible for establishment and maintenance of a workable warning system throughout the city.
 - Make decisions on actions to be taken based on the seriousness of the warning received. Delegate this authority to the EM Director when such warnings require immediate decisions to protect life.
2. Emergency Management Director
 - Coordinate warning information with the Policy Group, when time permits, and implement their decision on further dissemination of the warning.
 - Activate the EOC, with concurrence of the Policy Group, and call those persons designated to staff it.
 - Utilize the EAS and Cable TV circuit warning override to broadcast warnings to the public.
 - Educate the public on the meaning of warning signals.
3. Grady County NAWAS Warning Points
 - After receiving the alert/warning (attack, weather, etc.), notify each community in Grady County, including the City of Chickasha, as shown in Appendix 4, this Annex.
4. City of Chickasha Communications Center (Upon receipt of warning info)
 - Take action to sound the warning signal.
 - Notify the Emergency Management Director or the designated alternate.
5. Chickasha Police Department
 - Provide mobile units to warn people in areas not covered by fixed warning devices using vehicle warning devices and bullhorns.
6. Chickasha Fire Department
 - Provide mobile units to warn people in areas not covered by fixed warning devices using vehicle warning devices and bullhorns.
7. Grady County Media Organizations
 - The media are responsible for disseminating warning information from authorized sources, concerning potential emergency situations or actual disasters, to the public as rapidly as possible.
 - Activation of the Emergency Alert System (EAS) is the responsibility of the broadcast station having this EAS capability.
 - The media will be requested to print/deliver and/or broadcast Emergency Management warnings and information, designed to provide necessary lifesaving guidance to the public during emergencies or disasters.
 - All social media will be handled by the City of Chickasha Marketing/Civic Engagement department. During instances in which the Chickasha Marketing/Civic Engagement department is unavailable the Fire-EMS/Emergency Management may post to social media.
- V. Direction and Control
 1. General. Warning systems may be activated from any level of government by agencies having responsibility to notify the public of imminent danger. At the

local level, these warnings are channeled through the Emergency Management Director, if time permits, to fix responsibility and ensure control of the warning process.

2. Warning Systems and Use

A. National Warning System (NAWAS)

- NAWAS is a protected, full time voice communication system interconnecting the National Warning Center and numerous warning points in each state. Oklahoma has one primary state warning point, two alternate state warning points and 30 secondary warning points. The primary point is at Oklahoma Highway Patrol headquarters in Oklahoma City. Alternates are in the Oklahoma Department of Emergency Management EOC and the National Guard EOC. The 30 secondary points are in OHP district headquarters, sheriff/police departments, fire departments and local EOC's throughout the state.
- Warning information transmitted by the National Warning Center is received simultaneously at all warning points. The federal government is responsible for providing attack/accidental launch warning to state government. State government is responsible for providing warning to all counties on a 24-hour basis. This responsibility has been assigned to Oklahoma Highway Patrol, with the Oklahoma Department of Emergency Management EOC and the National Guard EOC utilized as backup.
- Warning within the county is the responsibility of county officials. The Oklahoma Highway Patrol in Oklahoma City is responsible for notifying the primary warning point in Grady County which is the Grady County Sheriff's Office, or the secondary warning point, the Sheriff's Office, by radio or telephone, of attack or accidental launch warning, and of any dangerous or severe weather that may be approaching Grady County.
- Warnings received via NAWAS will then be relayed by the sheriff's or police dispatcher to other communities within the county as soon as possible after receipt of the warning. (See Appendix 4.)

3. National Weather Service (NWS)

- The National Weather Service Forecast Office in Norman disseminates current weather information via several communications networks. These include a weather teletype system, a broadcast weather information system (EMWIN), and a weather radio transmitter (NOAA Weather Radio). Severe weather information is also transmitted via amateur radio networks and will activate special alarms on the other networks.

4. Emergency Alert System (EAS)

- EAS provides emergency information to the public during time of high world tension and/or actual attack upon this country. These are protected stations that provide emergency radio and TV broadcasts on a volunteer basis. The system may be activated at the federal, state or local level. The Emergency Management Director may use the EAS to communicate with the citizens of the city. FEMA provides prerecorded tapes containing emergency information to be broadcast by EAS stations during an emergency. The key EAS stations for the

State of Oklahoma are WKY (AM) 930 and KMGL FM-104.1 in Oklahoma City. The key EAS station for Grady County is KXXK 105.5 FM in Chickasha. Additional EAS broadcast stations in the Oklahoma City Operational Area are listed in Appendix 1, Annex D.

5. Severe Weather Observers

- The City of Chickasha Emergency Management Department will place personnel trained by the National Weather Service in the field to spot and track tornadoes and severe weather. During severe weather, storm spotters relay reports to the EOC. Confirmed tornado sightings and other severe weather reports are relayed to the NWS which then disseminates appropriate warnings.

6. Warning Devices

- Fixed warning devices are located throughout the City of Chickasha and constitute the primary means of providing initial warning to the public of impending danger. See Appendix 3 this Annex for their locations. In addition, an override is in place on the cable television system which, when activated, interrupts all cable programming, and provides audio from the Emergency Management Department. Supplemental warning device coverage will be provided by police and fire department mobile units as required.

7. Newspaper Media

- When time is not critical, camera-ready copy has been prepared for specific emergencies to instruct the public which can be provided to the publishers for insertion into their papers.

8. Social Media

- Chickasha Emergency Management will not use social media for warnings. Social media may be used for informational purposes only prior to a potential event.

VI. Administration and Logistics

1. Warning System Testing and Maintenance

- Warning devices will generally be tested weekly on Wednesdays at noon. Weather Permitting.
- The EM Director is responsible for the maintenance and repair of warning devices.

VII. Plan Development and Maintenance

- The Emergency Management Director is responsible for updating this annex and its appendices on an as needed basis.

VIII. References

1. FEMA, Outdoor Warning System Guide
2. FEMA, NAWAS Operations Manual
3. FEMA, Public Information and Warning

Appendices

Appendix 1 – City of Chickasha Severe Weather SOP

Annex D – Emergency Public Information

I. Purpose

This annex provides procedures for the effective collection, control, and dissemination of emergency public information. Long-term public educational efforts related to hazard awareness are also outlined in this annex.

II. Situation and Assumptions

III. Concept of Operations

- Emergency information efforts will focus on specific event-related information. This information will generally be of an instructional nature focusing on such things as warning, evacuation, and shelter. It is also important to keep the public informed of the general progress of events. A special effort will be made to report positive information regarding emergency response to reassure the community that the situation is under control. Rumor control will be a major aspect of the informational effectiveness. Education efforts will be directed toward increasing public awareness about potential hazards and how people can deal with them. All information and education efforts will rely heavily on the cooperation of commercial media organizations.
- See Public Information Operating Procedures Manual for "fill-in-the-blank" public news releases written as world tensions, weather phenomena, or other hazards/accidents are in the process of occurring or have occurred.

IV. Task Organization and Responsibilities

A. Policy Group

- Appoint a public information officer or delegate the authority to appoint a PIO.

B. Public Information Officer (PIO)

- Maintain public information operating procedures manual.
- Direct all emergency public information efforts.
- Designate a public information section within the EOC as the single official point of contact for the media during an emergency.
- Provide news releases, which have been cleared for release by the proper authorities, for the media.
- Monitor all media for accuracy of reports.
- Investigate rumors.
- Provide news releases and information via social media.
- Maintain an accurate record of events.

V. Direction and Control

- The Public Information Officer is responsible for all education and information programs conducted by the policy group.

VI. Plan Development and Maintenance

- The PIO will be responsible for the development and maintenance of education and information programs. Other persons or organizations specified in the annex will work with the PIO, as necessary.

References

1. EMI Basic Academy
2. FEMA, Public Information and Warning
3. FEMA, Foundations of Emergency Management
4. FEMA, PIO Course

Appendices

Appendix 1 – News Media Organizations

Appendix 2 – Media Access

Annex E – Evacuation

I. Purpose

This annex was developed to provide orderly and coordinated evacuation procedures for evacuation within the City of Chickasha for predictable hazard prone areas as well as those situations, which cannot be anticipated. Additionally, this annex strives to identify, and organize supporting transportation services for necessary evacuations.

II. Situation and Assumptions

See Basic Plan

III. Concept of Operations

1. General

- When local conditions warrant evacuation, the Emergency Management Director, after conferring with the Policy Group, Coordination Group and Floodplain Administrator, will alert the Police Chief to warn all residents within the endangered area and the need to evacuate. It is also necessary to establish a system for the acquisition and effective use of available transportation in the City of Chickasha during disasters.

2. Considerations

- There are several factors which must be considered when planning for evacuation. First among these are the characteristics of the hazard itself, magnitude, intensity, and duration. These factors determine the number of people to be evacuated and available time. Another consideration is the availability of evacuation routes, their capacity, and vulnerability to the hazard.
- If the City of Chickasha is affected by a major disaster, it is possible that other communities in the county may be used as a reception area to provide food and

lodging to those evacuated. See Appendices to Annex F for a list of emergency shelters which may be used to shelter evacuees.

IV. Task Organization and Responsibilities

1. Organization See Annex A
2. Task Assignments

Coordination Group

- Advise Red Cross executive of the need for shelters and coordinated use of predesignated shelters.
- Make press release to the media of the evacuation, area to be evacuated, and shelter(s) to be activated.
- Establish a Disaster Assistance Center as needed.
- Provide transportation and other resources required to aid evacuation.
- Request needed assistance from Oklahoma Department of Emergency Management.

Transportation Coordinator

- Responsible for identifying and assigning emergency transportation to the requesting organizations, or emergency services coordinators, and dispatching these vehicles to work sites or staging areas to provide the emergency transportation as requested.
- Schedule and manage the use of vehicles provided from all sources along with a qualified driver for the equipment.
- c. Establish/coordinate pickup points in the area and advise the Emergency Management Director, Police Chief, and the PIO who will notify the public.
- Assist the Emergency Management Director in planning the scheduled evacuation of hospitals and nursing homes in the event of nuclear war or other threat to these institutions.
- Assist the Resources Coordinator in the development and maintenance of a current vehicle inventory within the City of Chickasha Resource Management Manual.
- Task the Resources Coordinator with vehicle and driver requirements during any emergency.
- Provide maintenance service and fuel to all equipment used to support emergency operations.
- Keep records of equipment use, manhours, and associated costs. Provide this data to the Resource Coordinator during and after the disaster.

Resource Coordinator

- Ensure that all necessary mutual aid agreements (preferably written) are in place for the acquisition of emergency transportation.
- Maintain an updated inventory of public and private vehicles for use by the Transportation Coordinator or other EOC staff to meet emergency needs.
- Maintain an updated inventory of public and private vehicles for use by the Transportation Coordinator or other EOC staff to meet emergency needs.

- Coordinate vehicle availability for emergency use with government departments and develops other sources of transportation which could be made available from the following agencies/sources:
 1. Post Office
 2. Church Buses
 3. National Guard
 4. School districts
 5. Commercial sources
 6. Recruit qualified volunteers to drive and load vehicles when the organization is unable to furnish operators.

Superintendent of Schools

- Develop a written mutual aid agreement with the Resource Coordinator that can be utilized for emergency transportation of people and/or supplies and provide the maximum number of school buses as requested.

County/State/Federal Departments & Agencies.

- Provide, as requested by the Resources Coordinator, and as available, the type and number of vehicles needed to meet emergency requirements. Equipment committed to disaster / emergency response as part of the department's responsibility will not be subject to redirection unless the EOC Chief of Operations directs they be diverted to higher priority use.

Local Churches and Business Firms

- Provide to the Resource Coordinator, where possible, with transportation assets needed for movement of people or supplies in disaster or emergency situations.

V. Direction and Control

1. Flooding, Fire or Other Threat

- The Emergency Management Director is the overall authority for evacuation efforts. All activities will be coordinated in the activated EOC or the command post.

2. Hazardous Materials or Transportation Accidents

- When such an event occurs which may require evacuation, the Emergency Management Director will be notified and the EOC opened to ensure necessary services can be activated. Due to the specialized nature of hazardous materials response, a contingency plan has been developed and included in Annex Q.

VI. Plan Development and Maintenance.

- Responsibility for updating and revising this Annex rests with the Emergency Management Director and the Transportation Coordinator in coordination with the Resources Coordinator. Support in this effort of all participating departments and agencies is required.

VII. References:

1. A Guide for Emergency Highway Traffic Regulation, FHWA-SA-88-023, US Department of Transportation, Federal Highway Administration, Office of Traffic Operations.
2. Department of Transportation, Crisis Action Plan, Order 1900.7D; US Department of Transportation, Office of the Secretary of Transportation.
3. FEMA, EMI Basic Academy

Appendices

Appendix 1 – City of Chickasha Floodplain Areas

Annex F – Human Resources (ESF 6)

I. Purpose

This annex provides the City of Chickasha with information on how to plan for emergency public assistance during a disaster situation. Public "Welfare Services" during times of disaster are designed to meet immediate needs of people during and after the disaster occurrence. Also, this annex is concerned with providing shelter and care, from both public and private sources to the local population and displaced persons in case of tornadoes, floods, winter storms, nuclear incidents, or other hazardous situations.

II. Situation and Assumptions

See Basic Plan.

III. Concept of Operations

- Primary responsibility for welfare services to disaster victims is assigned to the American Red Cross (ARC). Welfare services will be provided through the coordinated efforts of the ARC, Department of Human Services (DHS) County Office, and other volunteer groups. This concept envisions emergency registration, congregate care, clothing distribution, and other assistance to be decentralized into the community requiring support insofar as possible, or from adjacent communities if damage precludes operating in the disaster area.
- Reliance cannot be placed entirely on any single means for individual protection or shelters. A balanced combination of several methods must be utilized in a comprehensive shelter program. Normally, shelter will be assigned or utilized as follows: public schools, churches, government buildings, colleges/ universities, and private buildings.
- In the event it becomes necessary to occupy emergency shelters, the primary mode of transportation will be walking, supplemented by private vehicle. Transportation from staging area(s) to designed shelters, if needed, will be provided by the Resource Coordinator.
- The following criteria is recommended to be used when selecting buildings/shelters for public use:

1. For tornado shelter, use basements of concrete construction which have a minimum number of windows.
2. For flood/storm shelter, consider elevation, surrounding topography and structural integrity.
3. For chemical and biological shelter, consider the location of the hazard, the wind direction, the hazard duration, as well as the ability to "seal off" the structure from the outside hazard combined with the structure's internal ventilation system's capability to operate over long periods of time.

IV. Organization and Assignment of Responsibilities

1. Organization. See Appendix 1 to Annex A

2. Assignment of Responsibilities

A. Policy Group

- Development of a complete shelter program. This includes an in-place plan for sheltering residents and emergency shelter plan for displaced persons in the event of natural disaster or technological accident.
- Shelter activities such as:
 1. Activating reception centers for registration, lodging, feeding, and sheltering of the local population.
 2. Shelter surveys.
 3. Training of shelter managers
 4. Providing shelter management kits and certain supplies.
 5. Providing public information and education.
 6. Activating and deactivating shelters as needed.
 7. Providing communications capabilities.

2. Grady County ARC Executive.

- Coordinating all emergency welfare service with the Policy Group.
- Develop and maintain emergency aid agreements with volunteer agencies.
- Identify buildings suitable for use as lodging/shelters and make arrangements for their use in emergency.
- Ensure all lodging/shelters have appropriate staffing to provide necessary services, including care of unaccompanied children, the aged, and others needing special care.
- Supply shelters with water, food, bedding, clothing, and other supplies as required.
- Refer person(s) in need of medical care to appropriate facilities; provide transportation if required.
- Register all persons in shelters or Registration Centers.
- Coordinate activities with state and federal agencies as necessary, request assistance from Oklahoma Dept. of Emergency Management when local resources are depleted.
- Maintain communications with other emergency service organizations and operating emergency management emergency operations centers (EOC's).
- Provide volunteers adequate training for emergency operations.
- Coordinate welfare service planning with Shelter Managers and EOC Shelter/ Mass Care Officers.

- Assist in shelter management and control.
 - Identify facilities to be used for mass feeding.
 - Notify participating agencies of mass feeding locations, when operational.
 - Coordinate activities of all volunteer agencies during emergency response.
 - Establish procedures to receipt and account for supplies procured.
 - Keep all emergency management EOC's informed of welfare service activities.
 - See Annex A for Disaster Contact for Grady County American Red Cross.
3. Shelter and Mass Care Coordinator.
- In coordination with the American Red Cross Executive (coordinator may be the ARC executive), the DHS County Director, and/or the Salvation Army Representative, is responsible for organizing, establishing, directing, and monitoring the reception activities for processing the local population prior to and during a crisis.
 - Organize and operate lodging and feeding facilities.
 - Supervise operations of emergency shelters, when necessary.
 - Assist American Red Cross in operating emergency shelters in the event of natural disasters or nuclear incidents requiring evacuation of homes.
 - Coordinate requirements for volunteers, supplies, materials and financial assistance with Resource Coordinator, ARC, and the DHS County Director.
 - Assist the ARC Chapter Executive in developing emergency welfare plans for his community.
 - Identifying facilities for lodging/shelter and mass feeding within his community.
 - Coordinating emergency welfare activities with ongoing emergency operations and the EOC staff.
4. Superintendent (s) of Schools (ESF 1)
- Ensure contracts or memorandums of agreement are prepared with city representatives for the use of buses for transport of evacuees as requested by the Transportation Officer.
5. County DHS Director
- Assist in reception and registration of relocated/displaced persons, within capabilities.
 - Assist ARC in staffing and operation of temporary shelters/congregate care facilities in the event of natural disaster or other emergencies requiring evacuation.
 - Provide individual assistance.
 - Purchase clothing for disaster victims when authorized.
 - Provide financial assistance when needed and authorized.
6. Salvation Army (ESF 11)

The Salvation Army is also a key agency in and out of the county when shelters and shelter support are required. City representatives should make full use of their capabilities and experience.

- Support shelter operations, particularly food service.
 - Provide clothing and other necessities to the relocated/displaced persons.
7. Oklahoma Volunteer Organizations Active in Disaster (OK-VOAD)

Independent volunteer organizations which can respond to disasters with:

- Food
- Clothing
- Shelter
- Equipment and Goods
- Communications
- Cleanup and Reconstruction Assistance
- Damage Assessment Assistance
- Transportation
- Counseling
- Follow-up Care
- Advocacy for Victims (To assure that existing services and help are available to all who need them and qualify.)

V. Direction and Control

Emergency Shelters

- Residents will be sheltered as directed by city/county officials.

VI. Continuity of Government

See Basic Plan

VII. Administration and Logistics

Shelter Management.

- Shelters will be operated in accordance with the standard American Red Cross procedures.
- The primary communications link between shelters and the EOC will be by telephone. In the event telephones are inoperative or overloaded, law enforcement personnel assigned to each shelter will provide radio communication using portable radios. Where possible, amateur radio operators could provide additional radio support.

VIII. Plan Development and Maintenance

The Emergency Management Director and Shelter Coordinator are responsible for maintaining and updating this Annex. They must closely coordinate changes with the American Red Cross Chapter Executive serving Grady County and the Grady County DHS County Director.

IX. References

- FEMA, Sheltering Handbook, FEMA-59
- FEMA, Sheltering and Care Operations
- FEMA, EMI Basic Academy
- FEMA, IS Developing and Managing Volunteers

Appendices

Appendix 1- Weather Shelters

Appendices

Appendix 1- Weather Shelters

Appendix 2- Oklahoma Volunteer Organizations Active in Disaster (Ok-VOAD)

Annex H – Health and Medical (ESF 8)

I. Purpose

This annex establishes effective, workable procedures, which will provide emergency health and medical service to the people of Grady County during and after a natural or manmade disaster.

II. Situation and Assumptions

See Basic Plan

III. Concept of Operations

- Emergency medical and public health service will be an extension of normal duties. Health/medical care will be adjusted to the size and type of disaster.
- One of the primary concerns of public health officials is disease control. This involves the detection and control of disease-causing agents, maintaining a source of pure water, and continuation of wastewater disposal under disaster conditions.
- In mass casualty situations, funeral home directors can be extremely useful for counselling victims of a disaster and the personnel conducting the response and recovery operations.

IV. Task Organization and Responsibilities

Organization

- The Grady County emergency health and medical organizational structure will remain as it currently exists. Each medical organization will operate as part of the countywide organization, rendering and receiving support and assistance in accordance with existing mutual aid agreements. The Grady County Health & Medical Coordinator will act to coordinate the actions of medical personnel/facilities with each other and with other sources of medical aid.

Supporting Organizations:

- County Health Dept.
- Area Hospitals
- Medical Clinics
- Medical, dental, veterinarian, nursing and medical technical personnel residing in the county.
- Pharmacies.
- Funeral Homes
- Red Cross

- State Agencies as required
- Companies which own and service portable toilets and hand sinks/sanitizers

B. Task Assignment and Responsibilities

County Health Coordinator is responsible for:

- Developing agreements and cooperation between:
 1. County medical society, nursing association and other professional groups
 2. All hospitals, clinics, and other related facilities
 3. Red Cross and other related organizations
 - Planning and coordinating emergency medical services to include:
 1. Care of sick and injured
 2. Sorting and evacuation of mass casualties
 3. Patient transfer between facilities and his/her transportation
 4. Responsible for providing medical, transportation, and other related support to handicapped and elderly persons during emergencies.
 - Plan and supervise health services to include:
 1. Inspection of food and water supplies
 2. Insect and rodent control and other health measures to reduce the threat of disease.
 3. Immunization programs, when required
 4. Environmental health services as needed
 - Assignment of doctors and nurses to larger shelters in coordination with the Emergency Management Director responsible for the shelter.
 - Coordinate with pharmacist and distributors of pharmaceuticals on the protection, movement, and distribution of critical medical supplies.
 - Develop a system to assemble medical personnel and equipment needed in an emergency.
1. Each City's Medical Coordinator acting on behalf of the County Health Coordinator is responsible for coordinating all medical and health service activities within the city. These responsibilities include those listed in paragraph IV, 1 above. He will inform the County Medical officer of all actions taken to ensure complete coordination of medical relief efforts.
 2. He will also coordinate all support requirements, such as transportation or communication, with the EOC staff to ensure prompt support of medical requirements.
 3. He will maintain current personnel rosters, facility lists, and material location needed in emergencies to meet medical needs. A copy will be maintained in each city's Resource H3 Data Book and another will be provided to the County Health Coordinator for information and reference

V. Direction and Control

The Grady County Health Coordinator is responsible for the direction and control of all public health activities. Within each community, the Health and Medical Coordinator will coordinate all public health activities and those of the private sector and keep the County Health Coordinator informed.

VI. Continuity of Government

- Lines of Succession. The order of succession will be in accordance with local Standing Operating Procedures (SOP's).
- Indispensable Operating Records. Each involved agency will be responsible for determining and maintaining the records which are essential for post disaster assignment

VII. Administration and Logistics

Health Statistics

- Vital Statistics. The Health Department will continue to collect vital statistics as under normal operating procedures.
- Disease Statistics. Data related to disease out-break will be collected and forwarded to appropriate state and federal officials.

Testing and Inspections

- All testing of materials or substances will be accomplished under normal procedures used by the Health Department or the Department of Environmental Quality. Inspections will be conducted in normal fashion but with increased frequency.

VIII. Plan Development

The County Emergency Health Medical Office will coordinate with the Emergency Management Directors, medical personnel and other agencies specified in this annex for this plan's development and maintenance.

IX. References

- FEMA SLG 100, Guide for Increasing Local Government Civil Defense Readiness During Periods of International Crisis.
- FEMA, EMI Basic Academy
- FEMA, CPG 1-6 Disaster Operations - A Handbook for Local Governments.

Appendices

Appendix 1 – Chickasha Area Long Term Care Facilities/Nursing Homes

Appendix 2 – Sources of Health and Medical Assistance

Annex I – Law Enforcement

I. Purpose

This annex identifies law enforcement responsibilities, coordination requirements, and management procedures for the protection of life and property during emergencies to include crisis relocation operations.

II. Situation and Assumption

- The City of Chickasha employs a full-time, paid professional police department. This Department operates from a centrally located station within the City.
- CPD patrol manpower is organized into three shifts. In addition, the Detective Division and administrators work during normal business hours. If additional personnel are needed on large incidents, these investigative and administrative personnel can be utilized. In addition, off-duty personnel may be recalled to duty by the operations commander.

III. Concept of Operations

The Police Department will generally be able to provide adequate police control through existing mutual aid agreements. Emergency operations for law enforcement personnel are simply an expansion of their normal daily responsibilities. They include maintenance of law and order, traffic, and crowd control.

IV. Task organization and Responsibilities

Police Department

- Maintain law and order
- Coordinate all law enforcement in the City
- Disseminate warning throughout the city
- Provide mobile units for warning and evacuation
- Coordinate crisis relocation traffic control
- Coordinate Mutual Aid Agreements
- Support emergency public safety activities
- Provide for the security, protection, and relocation of inmates in the city jail
- Provide security for key facilities to include financial institutions, markets and one-stop facilities, pharmacies, hospitals (animal hospitals included), liquor stores and taverns, gun and hardware stores
- Provide traffic control during shelter operations or other emergencies
- Provide crowd control as required
- Provide police officers to larger shelters for law enforcement and communications

Mutual Aid Departments

- Provide personnel and equipment to assist in law enforcement operations when called upon in accordance with existing agreements.

V. Direction and Control

- General. The Police Chief is responsible for coordinating all law enforcement activities within the City of Chickasha. Mutual aid or other police support will function under the direction of their own director/chief while operating in the City of Chickasha. Law enforcement emergency operations will be directed from the EOC by the Police Chief or his/her representative. Routine operations will be handled by SOP. State and federal support may be called upon after all local police capability and mutual aid support has been exhausted.
- Command Structure. All operations will be conducted using the standard command structure of the Department. The operations commander will generally be the highest-ranking officer on-scene
- Mutual Aid. Each director/chief of mutual aid agencies will maintain control of his unit(s). Each agency shall provide a liaison to be present with the operations commander. All operations, of both local and mutual aid agencies, will be directed by the operations commander.

VI. Continuity of Government

- Lines of succession for the Police Department will be according to established departmental procedures.

VII. Administration and Logistics

- Communications. The Chickasha Police Department is dispatched from 911 Emergency Operations. Further information on law enforcement communications networks is shown in Annex B.
- Resources. The resources of the Chickasha Police Department and other area law enforcement agencies can be found in Appendix 1.
- Key Facilities. A list of facilities, which may require police protection or increased security, dependent upon the situation, should be maintained by the Police Department.
- Passes. Experience has proven that there are instances where special passes are needed in a disaster area to control access to those with legitimate reasons for being in the area. Only under extraordinary circumstances will passes be required after a disaster. The decision to require passes will rest with the Policy Group and direction for use of passes will be given through the EOC. Police personnel will issue passes, or direct those seeking admittance to the Police Department to obtain them. Common sense and discretion must be used in issuing/not issuing passes as over enforcement can severely hamper relief efforts as much as under enforcement. Sample temporary passes and permanent passes are shown in Appendix 2.
- The following vehicles and their occupants are exempt from pass requirements: Marked utility company vehicles, military, city/county/state government vehicles, City of Chickasha vehicles, and relief agencies (Red Cross, Salvation Army, etc.) vehicles. Many emergency passes are already in existence (press cards and medical personnel identification) and they will be honored unless a reasonable question arises as to their authenticity. If such questions arise, the party should be directed to the Police Department for consideration of a temporary pass.

VIII. Plan Development and Maintenance

The Police Department will continue the planning of all law enforcement operations related to emergency management within the City. A review and update of this Annex will be conducted annually by the Police Chief.

IX. References

- CLEET Training Manual
- FEMA, EMI Basic Academy
- CPD SOP's

Appendices

Appendix 1 – Temporary Vehicle Pass

Tab A – Sample Disaster Area Passes

Appendix 2- Resources

Appendix 3- Animal Control

Annex J – Public Works (ESF 3)

I. Purpose

This Annex establishes procedures and priorities for the use of all public works departments and/or city maintenance in response to an emergency or disaster in the City of Chickasha.

II. Situation and Assumptions

See Basic Plan.

III. Concept of Operations

- Responsibilities. Public Works Department responsibilities during periods of emergency require them to take necessary actions to prevent damage to public services, facilities, and streets, and to restore them to normal operations, if damaged. Public Works must also support Emergency Service Departments with actions to control damage and prevent loss of life.
- Priorities. Priority of work for Public Works departments during an emergency is the maintenance or restoration of:
 1. Water Systems
 2. Sewage Systems
 3. Main transportation routes

IV. Task Organization and Responsibilities

- General. Most of the departments within the city government have emergency functions related to their normal duties. The Public works department will establish workable procedures for the maintenance, direction of repair and the restoration of vital functions within the community, including use of personnel and equipment to work on priority tasks. A current inventory of available resources is critical to this planning and prioritization of work. Coordination should also be made with other communities for use of equipment to aid in disaster response. The Policy Group will approve, and coordinate tasks not considered to be within the scope of normal department operations. Mutual aid agreements should be arranged with neighboring communities and neighboring counties. The Oklahoma One-Call System (CALL OKIE - 1-800-522-6543) should be used and disseminated to the public for use two working days prior to any digging.
- Task Organization. The Public Works Department is responsible for the following:
 1. Repair of roads, bridges, and access to shelters.
 2. Emergency sign preparation and assistance to law enforcement for posting signs and erecting barricades.
 3. Clearing debris, trees, etc. from roads.
 4. Maintain equipment for emergency use.
 5. Snow removal and assistance to stranded motorists.
 6. Provide earth moving equipment for emergency use.
 7. Other duties as assigned by the EOC.

V. Direction and Control

See Basic Plan

VI. Continuity of Government

See Basic Plan

VII. Administration and Logistics

See Basic Plan

VIII. Plan Development and maintenance

See Basic Plan

Annex K – Fire and Rescue (ESF 4 & 9)

I. Purpose

This annex establishes a sound and effective fire and rescue plan to be used in emergency or disaster situations. The goal of this plan is to ensure a rapid, coordinated response to any emergency to save lives, reduce personal injuries and damage to property. An additional goal is to ensure prompt location and rescue of trapped people in the disaster area and to recover the deceased.

II. Situation and Assumptions

- The City of Chickasha employs a full-time, paid professional fire department. This Department operates from two fire stations within the City.
- CFD manpower is organized into three shifts each of which work 24-hour shifts. If additional personnel are needed on large incidents, a recall of off-duty shifts can be initiated by the Incident Commander.

III. Concept of Operations

Mission. The mission of the Chickasha Fire Department is to save lives and protect property. This is accomplished daily by performing fire suppression, rescue, and medical first responder tasks. The responsibilities of the Fire Department in disaster situations are basically the same as those they perform daily.

IV. Task organization and Responsibilities

Fire Department

- Fire Suppression
- Conduct Search and Rescue Operations
- Respond to Hazardous Material Accidents/Incidents
- Assist Radiological Protection Measures
- Operate Warning System
- Enforce Fire Code and Fire Prevention Program

Mutual Aid Departments

Provide fire units to assist in firefighting and rescue operations when called upon in accordance with existing agreements.

V. Direction and Control

- General. The Fire Chief is responsible for coordinating all fire and rescue activities within the City of Chickasha. Mutual aid or other fire/rescue support will function under the direction of their own director/chief while operating in the City of Chickasha. Fire/rescue emergency

operations will be directed from the EOC by the Fire Chief or his/her representative. Routine operations will be handled by SOP. State and federal support may be called upon after all local fire capability and mutual aid support has been exhausted.

- Incident Command System. All on-scene fire/rescue operations will be conducted using the Incident Command System. The Incident Commander will generally be the first officer on scene. Command may be passed to any other emergency responder as the need arises. All radio traffic should be directed through the Incident Commander, or if established, the designated on-scene Fire Communications Officer.
- Mutual Aid. Each director/chief of mutual aid agencies will maintain control of his unit(s). Each agency shall provide a liaison to be present with the Incident Commander. All operations, of both local and mutual aid agencies, will be directed by the Incident Commander.

VI. Continuity of Government

Lines of succession for the Fire Department will be according to established departmental procedures.

VII. Administration and Logistics

- Communications. The Chickasha Fire Department is dispatched from a centralized fire/police communications center located in the Fire Station 2.
- Resources. The resources of the Chickasha Fire Department, and other area fire departments is attached as an Appendix to this Annex.

VIII. Plan Development and Maintenance

- The Fire Chief will coordinate the planning of all fire services related to emergency management operations.
- Responsibility for development and maintenance of this Annex rests with the Fire Chief and the Emergency Management Director.

IX. References

- Fire Dept. SOP's/SOG's
- FEMA, EMI Basic Academy

Annex N – Resource Management (ESF 7)

I. Purpose

This annex provides for the proper coordination of resources to respond effectively to an emergency. City resources will be the most available during an emergency and should be used; accordingly, however, as city resources become depleted, mutual aid resources and state resources may be requested.

II. Situation and Assumptions

See Basic Plan.

III. Concept of Operations

It is the responsibility of local government to protect lives and property of local citizens. Among the actions to be taken toward this end are the following:

- Commit all resources necessary to protect lives or property and restore the community to normal.
- When all local resources have been expended, request assistance through the Oklahoma Department of Emergency Management.

The Emergency Manager will maintain a Resources Management Manual which contains lists of local resources that can be used during an emergency.

IV. Task Organization and Responsibilities

During any emergency, local government will coordinate essential resources to be used to restore essential services and aid disaster victims. The aim of this Resources Management Annex (ESF) is to utilize available resources and trained personnel to carry out each required task effectively. One of the day-to-day functions of Emergency Management Director is to ensure that planning, identification, and training of all resources is accomplished prior to any emergency. Among the many resources needed during an emergency are the following:

- Heavy Equipment
 1. Machinery for clearing debris
 2. Bulldozers
 3. Backhoes
 4. Draglines
 5. Cranes
- Specialized Equipment
 1. Chain saws

2. Firefighting equipment
 3. Water pumps
 4. Rescue equipment
 5. Generators
 6. Portable toilets and hand washing/sanitizing stations
- Temporary Shelters
 1. American Red Cross Shelters
 2. Hotels/motels
 3. Public facilities
 - a. Schools
 - b. Parks and Recreation buildings
 - c. Other Government buildings
 4. Private facilities
 - a. Churches
 - b. Office buildings
 - c. Stores/empty retail space

V. Direction and Control

The Resource Coordinator, under the direction of the Emergency Management Director, will be responsible for the acquisition, distribution, management, and coordination of resources and supplies. The Resources Management Manual will be used to identify and list available sources from which needed resources can be obtained during emergencies. The Resource Coordinator will develop and maintain the Resources Management Manual for use during times of crisis. Routine checks of supplies and equipment availability will be made to ensure the manual is accurate.

VI. Continuity of Government

See Basic Plan

VII. Administration and Logistics

- Communications. The communication network required to obtain resources in times of emergency is a responsibility of the EOC Communications Officer and must remain functional during an emergency.
- Resources. A copy of the City Resources Management Manual will be maintained in the EOC for ready reference.
- Records. The Resource Coordinator will keep records of any material, supplies, and equipment used from private sources during an emergency and forward them to the City Clerk for settlement following the emergency, if required.

VIII. Plan Development and Maintenance

See Basic Plan

IX. References

- FEMA, State and Local Guide 100 (SLG 100); Guide for Increasing Local Government Civil Defense Readiness During Periods of International Crisis.
- State Emergency Operations Plan, State of Oklahoma.
- City Resources Management Manual.

Appendices

Appendix 1 – Potential Staging Areas

Appendix 2 – Portable Restroom Resources

Annex P – Damage Assessment

I. Purpose

This annex provides guidelines for the process used to appraise or determine the number of injuries and deaths, damage to public and private property, and the status of key facilities and services such as hospitals and other health care facilities, fire and police stations, communications networks, water and sanitation systems, utilities, and transportation networks resulting from a man-made or natural disaster within the City of Chickasha.

II. Situation and Assumptions

The City of Chickasha comprises approximately 26 square miles located 35 miles southwest of Oklahoma City in Grady County. The 2010 Census for Chickasha is 16,036 persons. Chickasha is exposed to many hazards, all of which have the potential for causing damage, creating casualties, and disrupting the community. A listing of some of these hazards can be found in Section II of the Basic Plan.

III. Concept of Operations

Immediate damage intelligence provides key information in assessing the extent of the disaster situation, information which assists the Incident Commander and Emergency Manager in determining the amount of resources needed for search and rescue and for caring for the short-term needs of the people in the community.

Damage intelligence operations should begin immediately after the disaster occurrence, and should define the limits of the affected areas, the general severity of the damage, and pinpoint damage to any special, specific, or critical locations. A complete damage assessment provides more detailed information on each specific structure and/or area damaged. This information should be collected as true documentation of the event and should be forwarded to the Oklahoma Emergency Management Department to assist in determining if a Presidential or State Disaster Declaration should be requested. It further may be the basis for the determination of eligibility for other local, State, or Federal assistance and/or programs. A complete damage assessment should begin as soon as immediate public safety operations are concluded.

IV. Task Organization and Responsibilities

- The Policy Group – defined by Section IV of the Basic Plan as the Mayor, City Councilpersons, and the City Manager – have no direct task or responsibility in the damage intelligence and damage assessment operations beyond supporting the needs of the Incident Commander and Emergency Manager.

- The Incident Commander will be responsible for initiating damage intelligence operations as part of his or her size-up. Collection of damage intelligence may be via responding public safety units or tasked to the EOC for formal damage intelligence teams.
 - a. The Incident Commander will be responsible for initiating damage intelligence operations as part of his or her size-up. Collection of damage intelligence may be via responding public safety units or tasked to the EOC for formal damage intelligence teams.
 - b. If Incident Command is still established when damage assessment activities begin, the IC will assist the damage assessment teams with access to the affected areas via coordination with the EOC.
- Emergency management Director
 - a. If Incident Command is still established when damage assessment activities begin, the IC will assist the damage assessment teams with access to the affected areas via coordination with the EOC.
 - b. The Emergency Manager will be responsible for the establishment of trained damage assessment teams.
 - c. Using damage intelligence information received from the Incident Commander, the Emergency Manager will coordinate with surrounding jurisdictions, volunteer groups, and the State EOC to obtain additional resources needed by the IC and the community.
 - d. The Emergency Manager will ensure that all damage intelligence information and damage assessment reports are forwarded to the Oklahoma Emergency Management Department as soon as they become available.
 - e. The Emergency Manager will ensure that coordination is made with the Oklahoma Emergency Management Department and the Federal Emergency Management Agency in scheduling and conducting joint preliminary damage assessments if the joint surveys are required.
- Risk management Director

The City's Risk Management Director will be responsible for collection of specific information concerning damage to all City of Chickasha facilities and equipment. The Risk Manager will ensure that all information is forwarded to the City EOC, and to the various insurance underwriters as required and necessary.
- American Red Cross
 - a. The American Red Cross is required by act of Congress and in their charter to undertake damage assessment surveys of private property within a 72-hour period. The ARC does not attempt to estimate the damages to public property or businesses or determine whether private property is insured.
 - b. ARC damage survey information may be exchanged with the City's damage assessment to ensure that all affected residences have been located.

V. Direction and Control

As noted in Section V of the Basic Plan, responsibility for all aspects of emergency management, including damage intelligence and damage assessment, rest with the City of Chickasha Emergency Management Director. Executive oversight is the responsibility of the City Manager, and overall emergency response policy is established by the Mayor and City Council.

VI. Continuity of Government

Normal lines of succession of all City activities will apply to damage intelligence and damage assessment operations, as outlined in Section VI of the Basic Plan.

VII. Administration and Logistics

Reports and Records

- Official damage assessment report forms will be established by the Oklahoma Emergency Management Department. Current copies of these forms will be kept in Appendix 1 of this annex, on clipboards in the EOC.
- Quarter-section parcel maps of the City will be provided to damage assessment teams as part of the pre-action briefing.
- All maps and damage assessment forms will be maintained by the Emergency Manager to document all physical effects to the community caused by the disaster.

VIII. Plan Development and Maintenance

This damage assessment annex will be reviewed yearly as part of the annual review of the City of Chickasha Emergency Operations Plan as outlined in Section VIII of the Basic Plan.

IX. References

- Basic emergency operations authorities and references are found in Section IX of the Basic Plan.
- Local Government Guide to Disaster Recovery Operations; ODEM.
- Documenting Disaster Damage for Public Assistance; ODEM.
- FEMA, EMI Basic Academy

Appendices

Appendix 1 – Damage Assessment for Recovery Operations

Appendix 2 – Critical Infrastructure Locations

NOTE: Updated forms can be found on the OEM website or through the Regional Coordinator

Annex Q – Hazardous Materials (ESF 10)

I. Purpose

The purpose of this annex is to identify and reduce/remove the threat to public health and safety which may result from an accident involving hazardous materials. This annex covers both fixed site and transportation accidents.

II. Situation and Assumptions

See Basic Plan

III. Concept of Operations

- Hazardous material accidents require early identification of the hazardous material to formulate a plan of action to handle the emergency. Response should be directed toward containing the hazardous material and/or evacuating those threatened by potential exposure to the material. After the threat has been stabilized by containment and evacuation, if necessary, the next step is to safely clean up the material.
- The person receiving a report of a hazardous material release should obtain as much information as possible upon being notified of a spill/leak. The form at Appendix 1 serves as a guide to secure critical information which should, if possible, be passed to emergency response personnel prior to their arrival on the scene. Frequently, additional information pertaining to the nature of the hazard is needed. Appendix 2 contains a list of sources of information and potential responding agencies. Contacts should be established early to ensure these organizations or agencies can provide timely information or data.
- Responding units should treat all spills as hazardous until the material(s) can be identified as to their safety.
 1. At transportation accident sites, hazardous materials may be identified by shipping papers, ID numbers, placards, labels on containers, or verbally by the truck driver or railroad conductor/engineer.
 2. At fixed-site incidents, pre-fire plans, NFPA 704-Diamond container labels and/or information obtained from site employees may be used to identify hazardous materials contained within the site.
- To the extent possible, operations should be:
 1. Upwind
 2. Uphill
 3. Upstream
- Emergency vehicles should be backed in and operators should be prepared to move them if conditions worsen.

IV. Organization and Assignment of Responsibilities

- General. See Basic Plan
- Organization

1. The individual designated as the community emergency coordinator must be notified immediately if a hazardous materials spill or release is large enough to require the activation of this emergency contingency plan.
 2. The size of the spill, characteristics of the material, and potential threat determine the structure of the emergency response effort. A small spill may require only an Operations Commander, but a larger spill additionally may require all or part of the following:
 - a. Incident Commander
 - b. EOC Activation
 - c. Staging Area
 - d. Decontamination Site
 - e. In any case, an incident report should be submitted to the Oklahoma Emergency Management.
- Task assignment and Responsibility
 1. Incident Commander. The Incident Commander will initially be the senior first responder present at the scene. As (or if) the incident progresses and more experienced and trained personnel arrive on site, command may be relinquished to a more experienced person. This will normally be the senior on-site fire service officer from the fire department, or if the incident/accident is outside corporate limits, from the closest municipal department. The exception to this will be when the accident site is outside corporate limits on a roadway, railroad, or public property, in which instance the incident commander will normally be the senior Oklahoma Highway Patrol (OHP) trooper present. Incident Commander responsibilities are:
 - a. Implementing protective actions
 - b. Location of the Incident Command Post
 - c. Coordinate the actions of all responding agencies
 - d. Maintain communications with operations command post, the Emergency Operations Center (EOC), if activated, and others as appropriate.
 - e. Notification of the Department of Environmental Quality and other appropriate agencies as soon as reasonably possible.
 2. An Operations Chief and other member of the ICS team will be appointed by the Incident Commander as required and will function in accordance with the established Incident Command System.
 3. OEM.
 - a. Activates State Hazardous Emergency Response Organization (HERO) when necessary. HERO provides direction, information, or assistance to on-scene responders.
 - b. Coordinate state support as requested by on-scene responders or local EM director.
 - c. Notifies appropriate state and federal agencies as required.
 4. CHEMTREC. 1-800-424-9300

- a. CHEMTREC is a public service of the Chemical Manufacturers Association and provides immediate advice for those at the scene of emergencies, then promptly contacts the shipper/generator of the hazardous materials involved for more detailed assistance and appropriate follow-up.
- b. CHEMTREC operates 24 hours a day, seven days a week. Every effort should be made to keep a phone line open so that the shipper/generator can contact the on-scene leaders to provide guidance and assistance.
- c. CHEMTREC provides advice for fixed site as well as transportation emergencies.

V. Direction and Control

- General. Primary direction and control rests with the Incident Commander. Each response agency shall maintain control over their personnel and equipment and shall send a liaison to the command post as required.
- Procedure. See Appendix 3, this annex for a typical layout for hazardous materials operations.

VI. Continuity of Government

See Basic Plan

VII. Administration and Logistics

- Records and Forms
 1. The Release Notification form for reporting hazardous materials spills/accidents is found in Appendix 1 to this annex.
 2. Information on the Release Notification form is necessary for responders and may also be important during cleanup and reimbursement procedures.
- Resources. Agencies with HAZMAT response capabilities and task assignments are responsible for providing and maintaining equipment and supplies necessary for hazardous materials operations.
- Training. Local emergency response personnel will attend training as specified in 29 CFR 1910.120(q). The Emergency Management Director may coordinate training. However, each agency is responsible for certifying competency and maintaining training records for their own personnel.
- After Action Review. The Emergency Management Director along with others on the LEPC, should conduct a review of plans and procedures within ten days of an incident. This review should be attended by those who were directly involved in the emergency for purposes of identifying plan deficiencies and recommending changes.

VIII. Plan Development and Maintenance

This annex (ESF) will be reviewed at least annually. It will be the responsibility of the Emergency Management Director, in coordination with others on the LEPC, including fire chiefs, to update and maintain this plan.

IX. References

- Oklahoma Environmental Quality Act.
- Oklahoma Hazardous Materials Planning and Notification Act
- Oklahoma Emergency Response Act.
- PL99-499, TITLE III, Emergency Planning and Community Right-To Know Act of 1986 (EPCRA)
- Chickasha Fire Department SOP's/SOG's

Appendices

Appendix 1 - Hazardous Materials Release Notification

Appendix 2 - Federal/State Telephone List/Roster

Appendix 3 - Hazmat Operations - Typical Layout

Appendix 4 - General Characteristics and Examples of Hazardous Materials

Appendix 5 - Transportation Routes of Hazardous Materials

Appendix 6 - Printout of Facilities Filing Tier I or Tier II Reports as Subject to and reported to Planning under EPCRA

Annex R – Terrorism and Energy (ESF 12)

I. Purpose

This annex provides basic guidance for dealing with the mitigation of, preparedness for, response to, and recovery from any act of terrorism within the State of Oklahoma and specifically the City of Chickasha.

II. Situation and Assumptions

a. Situation

The City of Chickasha is vulnerable to two different types of terrorism:

- Domestic terrorism characterized by acts of terror or violence against individuals. Examples would include both small and large-scale shooting incidents, gang violence, and bomb threats against local facilities.
- International or organized terrorism characterized by acts of terror or violence against the nation or large segments of the national population. Examples would include the spread of computer viruses and the destruction of national targets (such as the 1991 and 2001 World Trade Center incidents).

The City of Chickasha has many potential terrorist targets. An attack on any of these targets has the potential for disrupting the community, causing major damage, and creating mass casualty incidents.

Potential acts of terrorism which could occur in or near the City of Chickasha include, but are not limited to:

- destruction or disruption of utility infrastructure, including power, water production, wastewater, and communications facilities.
- disruption of individual communications, such as by the injection of computer viruses
- contamination of life systems, such as air, water, and/or food supplies by use of chemical, biological, and/or radiological agents.
- destruction or disruption of fixed-facility hazardous materials sites
- destruction or disruption of transportation systems
- active shooter scenarios
- this is a small list and should not be accepted as all inclusive

b. Assumptions

If individuals or groups are dissatisfied with the activities of other individuals, governments, or religious organizations, they may commit terrorist acts to gain attention for their cause. These acts will target not only the specific individuals, governments, or religious organizations, but also the innocent and will most often have a devastating effect on the community.

It is possible to minimize terrorist success by promoting public awareness, training key personnel, and minimizing the terrorist acts by recognition of the potential; then taking necessary actions to safeguard the community.

III. Concept of Operations

a. Hazard Analysis

To protect the community from acts of terrorism, the City's Emergency Manager, in conjunction with the Police Chief, Fire Chief and other City Department Heads, will conduct an ongoing vulnerability analysis of all facilities, both public and private. After identifying possible targets and their relationship to the community's day to day activities; it will then be possible to take measures to protect them.

b. Training

Public awareness and training are key in the prevention of terrorism. Minor adjustments to individual habits and lifestyles can play a major role in the prevention of terrorist acts. Departmental Standard Operating Procedures should incorporate anti-terrorism activities into mitigation, preparedness, response, and recovery operations. It is imperative that all City Departments and personnel be alert to the potential for terrorism acts in their normal activities. The City's public safety departments may, as need is identified, form specially trained response teams to effectively respond to types of terrorist threats. Information about any such teams should be shared across affected departments and agencies for inclusion into and integration with departmental SOP's.

The City's public safety departments shall assist the private sector in preparing and conducting anti-terrorism training seminars for their employees, facilities, and daily activities.

c. Exercises

- Exercises should be conducted as often is as deemed necessary to insure the following:
 1. Existing SOP's are valid and workable, and weaknesses have been identified and corrected
 2. All personnel understand their roles and can accomplish them.
 3. All necessary safeguards are in place and all supporting activities have been properly identified and coordinated.
 4. All personnel understand that the potential for terrorist activity exists and that they are prepared to cope with it.

IV. Task Organization and Responsibilities

Lead responsibility for terrorism preparedness shall rest with the Emergency Management Department. Lead responsibility for response shall rest with the Police and Fire Departments, depending upon the nature of the terrorist act. Crime prevention, law enforcement, search and

rescue, fire prevention, fire suppression, and emergency medical operations are an extension of normal duties in terrorist situations (see Basic Plan, Concept of Operations).

Specific task assignments and responsibilities, beyond those listed in the Basic Plan, include:

1. The City Manager is responsible for:
 - Ensuring continuity of City government and operations during terrorist events.
2. The Emergency Management Department is responsible for:
 - Conducting and coordinating the assessment of the terrorism threat within the City, including the identification of key assets.
 - Developing overall anti-terrorism awareness and prevention program and coordinating program implementation.
 - Coordinating and developing anti-terrorism awareness training programs with all departments and agencies with identified responsibilities.
 - Identify special considerations, which apply to biological, chemical, radiological, and other areas that have unique activities.
 - Coordinating communications system availability and dissemination of intelligence in conjunction with the Police Chief.
 - Assist the City Manager in ensuring continuity of government during terrorist activities.
3. The Police Department is responsible for:
 - Coordinating and assisting the Emergency Manager Director in conducting the overall terrorism threat assessment within the City and identifying key assets from a crime prevention stand point.
 - Making recommendations concerning access to facilities, security within site locations, and evacuation procedures.
 - Assisting in the development of the security and crime prevention portions of the training program.
 - Coordinating with other agencies/departments concerning response activities and responsibilities in the event of an attack.
4. The Fire Department is responsible for:
 - Coordinating and assisting the Emergency Manager in conducting the threat assessment within the City and identifying key assets from an arson/fire suppression prevention standpoint.
 - Making recommendations concerning the evacuation plans, evacuation of facilities, safety and firefighting equipment positioning.
 - Assisting in the development of the fire prevention, warning procedures, and search and rescue portions of the training program.
 - Coordinating with other agencies/departments concerning response activities and responsibilities in the event of an attack.
 - Assisting the Emergency Manager in the development and conduct of public and private sector safety and on site first aid training.

V. Direction and Control

In the event of a terrorist attack, the Emergency Manager or designated representative will report to and activate the EOC. Upon EOC activation, the Emergency Manager will immediately:

- Ascertain the type and extent of the event.
- As necessary, notify the City Manager, any other department and/or agency heads, and EOC staff.
- In the event of an event where ramifications are beyond the City of Chickasha, the Emergency Manager will notify the State EOC Duty Officer as soon as possible.

The City Manager or designated representative will report to the EOC. Executive personnel will provide executive oversight of policy and operational decisions. Executive personnel will also be responsible for notification of the Mayor and/or City Council members, as necessary.

The Police Chief or designated representative will report to the EOC. Law enforcement personnel will report to the incident staging location and immediately begin required law enforcement tasks as tasked by the Incident Commander and/or Law Enforcement liaison to the IC.

The Fire Chief or designated representative will report to the EOC. Fire personnel will report to the incident staging location and immediately begin required search and rescue and/or fire suppression tasks as tasked by the Incident Commander and/or Fire/SAR liaison to the IC.

The Public Works Director or designated representative will report to the EOC. Public Works personnel will report to their normal duty location and immediately begin tasks as assigned by the Incident Commander.

VI. Continuity of Government

See Basic Plan

VII. Administration and Logistics

a. Emergency Authority

See Basic Plan

b. Passes

In the event of a terrorist attack within the county, the pass system described in Annex I will be employed for operational, safety and security reasons.

c. Reports and Records

Operational records and reports will be compiled as deemed necessary by the Policy Group and their safeguard shall be the responsibility of the Emergency Manager.

VIII. Plan Development and Maintenance

The contents of this annex must be known and understood by those people responsible for its implementation. The Chickasha EM Director is responsible for briefing staff members and officials concerning their role in emergency management and the contents of this annex.

The Policy Group will ensure an annual review of this annex is conducted by all officials involved in its execution. The EM Director will coordinate this review and distribute changes to the annex.

Appendices

Appendix 1 – Bomb Threat Procedures

Appendix 2 – Terrorism via Mail Procedures



City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: Community Development

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration and possible action to approve the renewal contract for Chisolm Trail Consulting for Engineering services.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve renewal contract with Chisholm Trail Consulting for Engineering Services and authorize the Mayor to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2021	(From)		

V. ATTACHMENTS:

1. CTC Contract 21.05.20 CME proposed

PROFESSIONAL SERVICES CONTRACT
For Municipal Engineering Consulting Services
CTC 21.05.20 CME

Prepared for: ***City of Chickasha***



CHISHOLM TRAIL CONSULTING, LLC

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is between the **CITY OF CHICKASHA**, a Municipal Corporation, (Owner) and **CHISHOLM TRAIL CONSULTING, LLC** (Engineer).

WITNESSETH

WHEREAS, Owner desires to complete certain Capital Improvements Projects and other projects funded by other sources, including but not limited to Stormwater and Drainage projects, Lake projects, Street projects, Water Treatment projects and Water Distribution projects; and,

WHEREAS, it is recognized that professional engineering and related services may be necessary to complete said projects; and,

WHEREAS, Owner desires to retain the services of a qualified firm to provide said professional engineering and related services on certain projects to be determined by Owner; and,

WHEREAS, it is recognized that certain aspects of public and private projects located within the jurisdiction of the City of Chickasha require engineering review to ascertain compliance with Chickasha City Ordinances; and,

WHEREAS, Owner desires to retain the services of a qualified firm to assist City Staff by providing said engineering review on certain projects to be determined by Owner; and,

WHEREAS, Engineer is prepared and qualified to provide said services, as outlined herein;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The term of this Agreement shall be for twelve (12) months from the effective date. The effective date of this Agreement shall be the date on which the governing body of the Owner shall duly and lawfully approve and execute this Agreement. Termination of this contract shall be as provided for hereinafter at Article 14.

ARTICLE 2 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this Agreement.

ARTICLE 3- SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform Services as described in Attachment A, Scope of Services.

ARTICLE 4- COMPENSATION

Owner shall pay Engineer in accordance with Attachment B, Compensation.

ARTICLE 5- OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

ARTICLE 6- STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. Engineer shall perform again any Services, which fail to satisfy this standard of care. No warranty, express or implied, is included in this Agreement or in any drawing, specification, report, or opinion produced pursuant to this Agreement.

ARTICLE 7- LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless Owner, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Engineer's negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, such liability shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8- INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance with a combined single limit of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in aggregate.
- (2) Professional liability Insurance with limits of not less than \$1,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. All Project contractors shall be required to include Owner and Engineer as additional insured on their General Liability insurance policies.

Engineer and Owner each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the engineering services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Engineer to the same extent.

ARTICLE 9- ENGINEER'S STATUS

The Engineer is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Owner. The Owner shall determine the work to be done by the Engineer within the

scope of this contract, but the Engineer shall determine the legal means by which he accomplishes the work specified by the Owner. The Owner is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes the Engineer. Neither the Engineer nor its employees shall be entitled to receive any benefits which employees of the Owner are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the Owner.

ARTICLE 10-LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) non-compliance with City Ordinances or Permit Conditions resulting from acts or omissions by or caused by Permit Applicants or entities in receipt of Permits issued by Engineer; (2) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with construction Projects; (3) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (4) procuring permits, certificates, and licenses required for any activity unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 11- OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 12- REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and design calculations prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability of legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13- OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, permits, certifications, and written opinions issued by Engineer on behalf of the Owner and all engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its right in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The

non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon thirty (30) days written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 15- DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16- COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Owner:	Mr. Chris Mosley, Mayor City of Chickasha 117 N. 4th Chickasha, OK 73018
Engineer:	R. Scott Vaughn, P.E. Chisholm Trail Consulting, LLC 2124 Scott Lane Duncan, Oklahoma 73533

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17- WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with to any other or further breach.

ARTICLE 18- SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and

enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

ARTICLE 19- INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21- ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to any assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in the Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23- NON-DISCRIMINATION OF EMPLOYEES

During the performance of this contract, the consulting engineer, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

1. The consulting engineer and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap.
2. That any subcontractor entered into by the consulting engineer for performance of any portion of the work covered under this contract shall incorporate all of the provisions of this Special Provision, nondiscrimination of Employees, and the same shall be appended to said subcontract and be incorporated therein by reference.
3. The consulting engineer shall refrain from discriminatory practices as hereinafter defined. It is a discriminatory practice for the consulting engineer to:
 - (a) Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities of employment, because of race, color, religion, sex, national origin, age or handicap; or

- (b) To limit, segregate or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age or handicap; or
 - (c) Discriminate against an individual because of race, color, religion, sex, national origin, age or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retaining; or
 - (d) Publish or cause to be printed or published any notice or advertisement relating to employment by the consulting engineer indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age or handicap, except where such preference, limitation, specification or discrimination based on religion, sex, or national origin is a bona fide occupational qualification for employment; or
 - (e) Retaliate or discriminate against a person because he has opposed a discriminatory practice, or because he has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under 25 O.S., Section 1501 et seq.; or
 - (f) Aid, abet, incite or coerce a person to engage in a discriminatory practice; or
 - (g) Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives; or
 - (h) Willfully obstruct or prevent a person from complying with the provisions of 25 O.S., Section 1501 et seq.; or
 - (i) Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in 25 O.S., Section 1501 et seq.
4. The consulting engineer further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age or handicap, against any person, firm or corporation furnishing independent contract labor or materials to the consultant in the performance of this contract.
5. If the consulting engineer fails to comply with the requirements of this document the City shall have the right to:
- (a) Withhold payments to the consulting engineer until the consulting engineer furnishes satisfactory evidence of compliance and correction of all violations; or
 - (b) Cancel, terminate or suspend the contract, in whole or in part, without further liability to the City other than payment for work performed up to the effective date of cancellation, suspension or termination of the contract.
 - (c) All violations which are not corrected by the consulting engineer within such time as is specified by the city in its notice of violation shall be reported to the Oklahoma Human

Rights Commission for such further proceedings as said Commission deems reasonable and necessary.

6. The consulting engineer hereby agrees to be bound by and subject himself to the provisions of Title 29, Code of Federal Regulation, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operation, functions, duties and responsibilities of said Commission.
7. Engineer further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

ARTICLE 24- HAZARDOUS MATERIALS

Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, or removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

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IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

DATED the _____ day of _____, 2021.

Chisholm Trail Consulting, LLC
Engineer

By: R. Scott Vaughn
R. Scott Vaughn, P.E.

Date: 5-20-2021

ATTEST:

City of Chickasha
Owner

Title: Mayor

By: _____
Mr. Chris Mosley

Date: _____

City Clerk

APPROVED as to form and legality this ____ day of _____ 2021.

City Attorney

ATTACHMENT "A"
AGREEMENT FOR PROFESSIONAL SERVICES

SCOPE OF SERVICES

The scope of services will be limited to providing the necessary and appropriate engineering and professional services to perform work in the following areas.

1.1 GENERAL. The Engineer's scope of work is anticipated to include the following activities on projects to be determined by Owner:

1.1.1 Provide professional engineering design services and related services, including drafting, engineering reports, bid packages, contract documents, funding applications and engineer's estimates, conducting pre-bid conferences, and assisting with bid openings.

1.1.1.1 If Architecture, Surveying or other Professional Services are necessary to carry out the services listed above, said Services may be performed by others under sub-contract to Engineer. Fees for Services by others under sub-contract to Engineer will be determined on a case-by-case basis. Said fees will be agreed to by Owner before any of said Services are performed.

1.1.1.2 Submittals delivered under this scope of work will routinely be transmitted in electronic format only. Hard copies of said submittals will be transmitted to the Owner upon request. Fees for hard copies will be determined on a case-by-case basis. Said fees will be agreed to by Owner before any hard copy submittals are made.

1.1.2 Provide Construction Engineering services, as determined by Owner.

1.1.3 If Materials Sampling and Testing services are required, said Materials Sampling and Testing services may be performed by others under sub-contract to Engineer. Fees for Materials Sampling and Testing by others under sub-contract to Engineer will be determined on a case-by-case basis. Said fees will be agreed to by Owner before any Materials Sampling and Testing work is performed.

1.1.4 Provide Resident Inspection services, as determined by Owner.

1.1.5 Perform engineering review of documents, drawings and other submittals provided by others in support of permit applications, subdivision applications, and other public and private projects within the jurisdiction of the City of Chickasha. Said engineering review will be used to assist in ascertaining compliance with City of Chickasha Ordinances and other applicable State and Federal regulations. Provide written reports of findings of said engineering reviews.

1.1.6 Meet with City Staff and City Council as necessary to carry out the functions described herein.

1.2 TASK ORDERS

- 1.2.1 ENGINEER's Scope of Services will be performed pursuant to individual Task Orders issued by OWNER and agreed to by ENGINEER. Such Task Orders will contain the specific scope of work, the time schedule, charges and payment conditions and additional terms and conditions, if any, that are applicable to such Task Orders. The Task Order form is found at Attachment D.
- 1.2.2 Execution of a Task Order by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date the Task Order is executed by the OWNER.
- 1.2.3 The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified.

1.3 PERIOD OF SERVICE

- 1.3.1 The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the tasks described herein. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required to carry out these tasks. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.
- 1.3.2 Upon Written authorization from Owner, ENGINEER shall proceed with the performance of services.
- 1.3.3 ENGINEER's services shall each be considered complete at the time ENGINEER signs and submits the appropriate written report.
- 1.3.4 If OWNER has requested significant modifications or changes in the general scope, extent or character of the work, the time of performance of ENGINEER's services shall be adjusted equitably.

THE BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY

ATTACHMENT "B"
AGREEMENT FOR PROFESSIONAL SERVICES

COMPENSATION

1. PAYMENTS TO ENGINEER

- 1.1 Compensation. Compensation for all Professional Services under this Agreement shall be charged according to the RATE SCHEDULE below for each hour of work performed, or as otherwise agreed upon by and between OWNER and ENGINEER through negotiation for individual projects in advance of commencing work.

RATE SCHEDULE

DESCRIPTION	HOURLY RATE
PRINCIPAL ENGINEER	\$150.00
CONSTRUCTION ENGINEER	\$145.00
RESIDENT INSPECTOR	\$75.00
DRAFTING	\$65.00
CLERICAL	\$45.00

Fees for additional services will be negotiated. No additional services or extra work of any kind shall be recognized or be binding on the OWNER unless such work or services is first approved in writing by the OWNER.

- 1.2 Payments. Invoices may be submitted monthly. Invoices for the amount and value of the work and services performed by the ENGINEER shall meet the standards of quality as established under this Agreement. The OWNER agrees to pay the ENGINEER in a timely manner upon receipt of appropriate invoices. The invoices shall be prepared by the ENGINEER and shall be accompanied by all supporting data required by the OWNER.

ATTACHMENT "C"
AGREEMENT FOR PROFESSIONAL SERVICES

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's service.
2. Provide all criteria and full information as to OWNER's requirements for the Projects, including ordinances, regulations, procedures, design objectives and constraints, space, capacity and performance requirements, any budgetary limitations and all design and construction standards required by OWNER.
3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Furnish to ENGINEER, for performance of ENGINEER's Basic Services access to data and forms pertinent to the work.
5. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
7. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project(s), such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project(s) including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
8. Printing and reproduction of forms and attachments for permits, reports and attachments.
9. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-performance in the work of any Contractor.
10. Bear all costs incident to compliance with the requirements of this Attachment.

ATTACHMENT D – TASK ORDER FORM

TASK ORDER NO. _____
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER

This Task Order is attached to and made part of the Professional Services Contract for Municipal Engineering Consulting Services between **the City of Chickasha** ("OWNER") and **Chisholm Trail Consulting, LLC.** ("ENGINEER") dated _____.

This Task Order describes the Scope of Services, Time Schedule and Charges for the Task Order known as:

_____(the "Project")

1. Scope of Services

ENGINEER shall provide the OWNER the following specific Services:

2. Time Schedule

3. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order shall be billed at the rates listed in Attachment B, and the total of said compensation shall not exceed _____ and the following additional fees, if applicable:

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement modified shall be specifically referenced. Modifications included in this Task Order are:

5. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

Acceptance of the terms of this Task Order is Acknowledged by the following authorized signatures of the parties to the Agreement.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: Fire Department

Agenda Item No. 6.c.

AGENDA ITEM: Discussion, consideration and possible action to approve the EMS contract agreement between the City of Chickasha and Grady EMS District Board of Trustees.

I. BACKGROUND/DESCRIPTION:

This contract has been in place between the City of Chickasha and the Grady EMS District since 1987. This agreement would be for FY 2021/2022 effective July 1, 2021 to June 30, 2022. This year the EMS District has approved purchasing \$200,000.00 in capital improvements including a new squad with extrication equipment and 2 new Zoll Autopulse devices for the ambulances in addition to a sum of 2 payments totaling \$423,950.66.

II. RECOMMENDED ACTION:

Staff recommends the approval of the FY 2021/2022 contract agreement between the City of Chickasha and the Grady EMS District Board of Trustees and authorize the Mayor, EMS Director and City Clerk to execute the same.

III. FISCAL INFORMATION - The City of Chickasha will receive a sum of \$423,950.66 in (2) payments from the Grady EMS District. (1) payment in February and (1) payment in June.

The EMS District has also agreed to purchase a new squad with extrication equipment and (2) Zoll Autopulse devices not to exceed a total amount of \$200,000.00.

IV. FUND INFORMATION:

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

July 6, 2021		
--------------	--	--

V. ATTACHMENTS:

1. 20210618130054589

GRADY EMERGENCY MEDICAL SERVICES DISTRICT

2221 W. Iowa Ave., Suite B
Chickasha, Oklahoma 73018
Telephone: (405) 222-0204

AGREEMENT

An AGREEMENT made this _____ day of _____, 2021, effective July 1, 2021, by and between the GRADY EMERGENCY MEDICAL SERVICES DISTRICT (EMS) BOARD OF TRUSTEES, ("DISTRICT"), and the CITY OF CHICKASHA, an incorporated municipality, ("PROVIDER").

WITNESSETH:

WHEREAS, DISTRICT has been created pursuant to the Oklahoma Constitution, Article X, Section 9C, for the express purpose of managing and providing emergency medical ambulance services for the Grady EMS District; and

WHEREAS, PROVIDER is a municipality capable of operating an emergency medical ambulance service hereinafter referred to as "SERVICE";

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises, the parties agree:

1. TERM.

DISTRICT hires PROVIDER and PROVIDER agrees to operate emergency medical ambulance SERVICE from July 1, 2021 through June 30, 2022, pursuant to the terms of this Agreement.

2. SERVICE AREA.

PROVIDER will serve a geographic area of the GRADY EMS DISTRICT within the area shown on the attached plat of Grady County.

3. COMPENSATION.

DISTRICT will pay PROVIDER the lesser of the proportionate share of Grady EMS funds paid to all its PROVIDER'S of ambulance services or the sum of \$423,950.66 as determined by the funding summary, enclosed herein, payable as follows: Two (2) payments of \$211,975.33 each, the first of which will be on or about February 15, 2022, and the second payable on or about June 15, 2022; provided, the proportion of funds paid to PROVIDER pursuant to this paragraph shall be PROVIDER'S proportionate share of the total funds paid to all the Grady EMS providers of emergency medical ambulance services.

PROVIDER shall deposit all funds received from Grady EMS District into a segregated account and be accounted for separately from funds received by PROVIDER from any other source. DISTRICT funds shall not be commingled with other PROVIDER funds. A ledger account of the funds detailing the receipt and expenditure of the funds provided by Grady EMS District and expended for the provision of Emergency Medical Services by PROVIDER shall satisfy the segregated account requirement.

PROVIDER may use the funds for any purpose which promotes or provides for emergency medical ambulance services by PROVIDER within the assigned service area.

4. RESPONSE TIME.

Response time is an important part of the ambulance service. PROVIDER will use its best efforts to provide an average response time of seven (7) minutes for ambulance calls

within a five-mile radius of the Incorporated City Limits of PROVIDER, except in the case of verified routine patient transfers.

PROVIDER shall use its best efforts to provide, for the remainder of the service area, an average response time of thirty (30) minutes or less, except in the case of verified routine patient transfers.

5. TWO AVAILABLE AMBULANCES REQUIRED.

PROVIDER shall ensure that at all times at least two (2) ambulances will be available for responses to all areas of PROVIDER'S prescribed territory. A minimum of one (1) ambulance shall be dedicated for only emergency responses. In the event that both ambulances are not available to respond to an emergency call then PROVIDER must rely on mutual aid to insure coverage for PROVIDER'S prescribed territory. Neither ambulance will be restricted to, or given priority to service, within the PROVIDER'S municipal boundaries. Each of the ambulances shall be staffed with no fewer than two (2) persons. The non-driver shall have the minimum certification of EMT. The driver shall have the minimum certification of Emergency Medical Responder. The minimum staff assigned and on call for each of the ambulances shall be available within the municipal boundaries of the PROVIDER.

Failure of PROVIDER to strictly comply with the provisions of this paragraph shall constitute a breach of this contract and PROVIDER shall forfeit payment from the DISTRICT for each day the PROVIDER is in non-compliance with the provisions of this paragraph, in an amount equal to one-half (1/2) of one percent of the contractual compensation due to PROVIDER for the term of this Contract, as provided in paragraph 3.

However, PROVIDER shall not be deemed to have breached the Contract if either of the ambulances is out of service for repairs, if PROVIDER causes the repairs to be made with all due speed. In no event shall either ambulance be out of service for repairs for more than fifteen (15) total days in any sixty (60) day period. In no event shall both ambulances be out of service for repair at the same time. If an ambulance is out of service or PROVIDER has determined that it is likely that it will be out of service for more than forty-eight (48) consecutive hours, PROVIDER shall immediately notify the Administrative Director of DISTRICT by e-mail, of: a) the reason the ambulance is out of service; b) where it is being repaired; c) how long the repairs are anticipated to take; d) the continued ability of PROVIDER to respond to calls within the DISTRICT, and e) the contingency plan of the PROVIDER if two ambulances are needed at the same time for emergency responses within the prescribed territory.

6. CALLS OUTSIDE SERVICE AREA.

PROVIDER may make such calls outside the service area as are consistent with its emergency medical services mission and the responsibilities of PROVIDER under this Agreement.

7. INFORMATION COLLECTION, RECORDKEEPING AND REPORTS.

PROVIDER will collect, compile and timely furnish reports to the Executive Director of DISTRICT, on the DISTRICT'S PRESCRIBED FORMATS, upon request of the Director. PROVIDER will permit DISTRICT or any agent designated by DISTRICT access to the books and equipment of PROVIDER for the purpose of inspection or audit during routine business hours. PROVIDER shall upon request, send the DISTRICT copies of requested books or records pertaining to emergency medical services. The DISTRICT may, without

cause, make or cause to be made an audit of the PROVIDER'S books and records at DISTRICT'S expense, to ensure compliance with the provisions of this Agreement.

8. MEDICAL DIRECTOR.

The DISTRICT has contracted with Heartland Medical Direction, William Worden, D.O., to provide Medical Director service, and has a MOU with Patrick Cody, D.O. to provide Back-up in the event Dr. Worden is not available, to each of the District's Providers and the District Provider agrees to approve and maintain William Worden as Medical Director, and, Patrick Cody as Back-up, unless District, in writing, consents to Provider's request to contract with a different Medical Director and/or Back-up. OAC 310:641-3-24(b)

9. INSURANCE.

The PROVIDER will during the term of this Agreement be responsible for and will maintain Workers Compensation Insurance and General Liability Insurance and will provide proof of insurance to the Grady EMS District.

10. MISCELLANEOUS.

- A. PROVIDER will comply with all applicable rules, regulations, ordinances, and statutes of the District and applicable city, town, state, regulatory agency and federal government or agency.
- B. PROVIDER shall set the rates to be charged for its service, with the advice and consent of DISTRICT. A Schedule of Rates shall be provided by the PROVIDER to the DISTRICT upon execution of this Agreement. The DISTRICT shall either approve or disapprove the rates within thirty (30) days. If the DISTRICT does not approve the rates, the Agreement may be cancelled at the sole discretion of PROVIDER upon written notice to DISTRICT. If the DISTRICT has not notified PROVIDER of its action within thirty (30) days of the receipt of the rate schedule provided, the rates shall be deemed accepted. Payment by DISTRICT shall be contingent upon notice to the DISTRICT of the PROVIDER'S Schedule of Rates.
- C. This Agreement shall be construed pursuant to the laws of the State of Oklahoma.
- D. Provider is an independent contractor. Nothing in the Agreement shall be construed as creating a partnership or agency relationship between parties. DISTRICT shall not be liable for any actions of PROVIDER.
- E. PROVIDER will be responsible for operation of all emergency medical ambulance services within its assigned service area. DISTRICT may investigate the provision of services by the PROVIDER or any complaints made concerning PROVIDER'S operation of the SERVICE. PROVIDER shall cooperate in any investigation commenced by the DISTRICT. However, the employees and contractors of PROVIDER are exclusively the responsibility of PROVIDER, including, but not limited to employment and dismissal of personnel, development of job descriptions, determination of relative job status, development and administration of wage and salary scales, and any other matter pertinent to the management of personnel.
- F. PROVIDER shall not discriminate against any employee or applicant for employment in the SERVICE on the basis of race, color, religion, national origin, ancestry, sex or age.
- G. PROVIDER shall not discriminate against any patient on the basis of race, color, religion, national origin, ancestry, sex, age or ability to pay.

11. REMEDIES.

The right of PROVIDER to receive payment from DISTRICT is contingent upon PROVIDER'S strict compliance with the provisions of the Agreement. In the event DISTRICT determines PROVIDER committed a material breach of this Agreement, DISTRICT shall give notice to PROVIDER and PROVIDER shall have thirty (30) days from receipt of said notice for the breach to be cured. If the breach is not cured within thirty (30) days, PROVIDER shall be deemed to have forfeited its right to receive payment from DISTRICT for services performed hereunder during the time the breach remains uncured.

If DISTRICT has advanced funds to PROVIDER for a term of this Agreement that has not ended at the time of the breach of PROVIDER, PROVIDER shall pay to DISTRICT the sum of the advanced funds proportionate to the remainder of the term of this Agreement.

12. NOTICE BY PROVIDER OF INTENTION NOT TO RENEW.

PROVIDER shall give DISTRICT notice that it does not intend to renew this Agreement for the ensuing contractual period, within one hundred eighty (180) days prior to the termination date of this Agreement.

Notices hereunder to District shall be made at the following address:

Executive Director

Director: Chloe Berry
Address: Grady Emergency Medical Services District
2221 W. Iowa Avenue, Ste. B
Chickasha, Oklahoma 73018-2739
Telephone: (405) 222-0204
Email: chloeberry.gemsd@gmail.com

City of Chickasha

Mayor: _____
City Clerk: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

IN WITNESS HEREOF, the parties do set their hands and seals on the date first above written.

**Grady Emergency Medical
Services District**

City of Chickasha



Richard Bennett, Chairman
Board of Trustees

Mayor / City Manager

EMS Director

ATTEST:



Chloe Berry, Executive Director



ATTEST:

City Clerk

Date: June 18, 2021

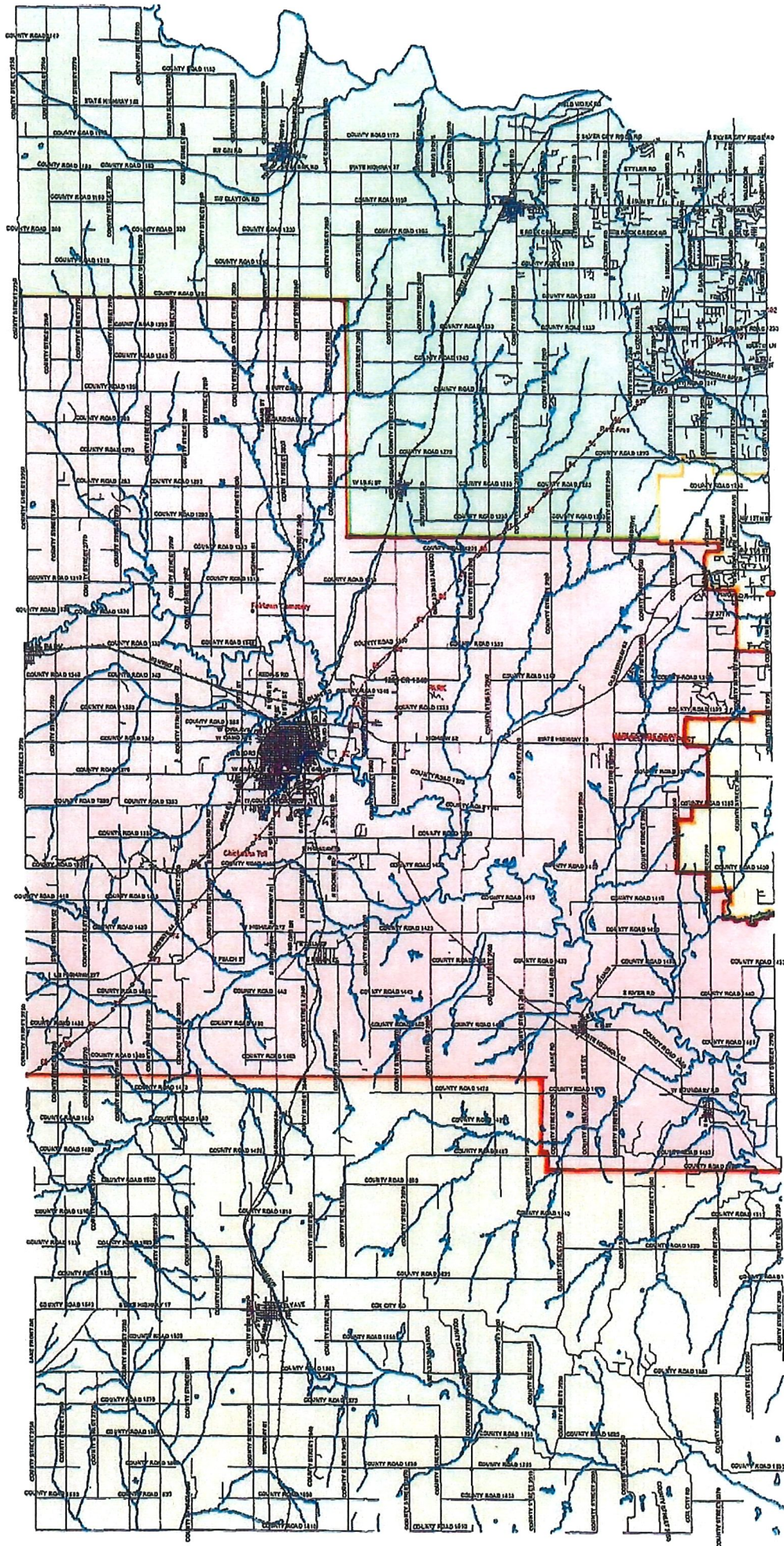
Date: _____, 2021

Approved as to form and legality this _____ day of _____, 2021.

Municipal Counselor

NOTICE TO PROVIDER:

The Grady EMS District Board of Trustees has declared its intention that if the PROVIDER has not executed a PROVIDER AGREEMENT with the DISTRICT within forty-five (45) days from JULY 1, 2021, that PROVIDER will not be paid for the period for which the Contract remains unsigned.



Northern District

*Excluded
Grady-McClain District

Central District

Southern District



City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: Fire Department

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration and possible action to approve the Capital Outlay Agreement between the City of Chickasha and the Grady EMS District.

I. BACKGROUND/DESCRIPTION:

This agreement would be effective for FY 2021/2021. Agreement outlines how the City of Chickasha will be reimbursed for projects approved by the Grady EMS District. FY 2021/2022 capital improvements include a new squad with extrication equipment and (2) Zoll Autopulse devices not to exceed \$200,000.00.

II. RECOMMENDED ACTION:

Staff recommends the approval of the Capital Outlay Agreement between the City of Chickasha and the Grady EMS District and authorize the Mayor, EMS Director and City Clerk to execute the same.

III. FISCAL INFORMATION - If approved the City will be reimbursed by the Grady EMS District for approved capital projects.

IV. FUND INFORMATION:

Dept. Director: Tony Samaniego, Fire Chief	Fund	Account	Amount
	(To)EMS		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2021	(From)		

V. ATTACHMENTS:

1. 20210618131606987

GRADY EMERGENCY MEDICAL SERVICES DISTRICT

2221 W. Iowa Ave., Suite B
Chickasha, Oklahoma 73018
Telephone: (405) 222-0204

CAPITAL OUTLAY AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021, effective July 1, 2021, between GRADY EMERGENCY MEDICAL SERVICES DISTRICT ("DISTRICT"), 2221 W. Iowa Avenue, Chickasha, Oklahoma, 73018; and CITY OF CHICKASHA ("PROVIDER"), witness as follows:

RECITALS

- A. Provider and District have entered into an agreement whereby Provider shall provide ambulance services within the District.
- B. District, in its sole discretion, may, from time to time, upon application of Provider, provide funds to Provider to be used for Capital Outlay items.
- C. District has agreed to provide the funds requested pursuant to the terms set forth herein.

IT IS THEREFORE AGREED:

- 1. On approval of the District's Board of Trustees, Capital Outlay funds may be provided by the District to Provider.
- 2. Funds requested by Provider will not be approved by District if Provider has not, for each item Capital Outlay item,
 - a. obtained prior purchase approval by the Board of Trustees;
 - b. requested reimbursement;
 - c. requested the release of funds held by the District; and,
 - d. provided fully executed pre- and post-purchase documents (see Required Documentation) (Attachment: Capital Outlay Request form)
- 3. Pre- and Post-Purchase documents must be submitted to the Districts' Executive Director. April 1, 2022 shall be the last day Provider may submit Pre-Purchase documents for FY 2021-2022 reimbursement.
- 4. Emergency Medical Equipment: If Provider ceases to provide ambulance and related services within their district, pursuant to its various contracts with the District, within seven (7) years of the date of this Agreement, Provider shall transfer possession of the emergency medical equipment in current operation, purchased pursuant to this Agreement, to the District within ten (10) days of the termination of the contracts referred to in this paragraph.
- 5. Emergency Medical Vehicle: If Provider ceases to provide ambulance services within the District pursuant to contract with the District for provision of such emergency services, within seven (7) years of the date of this Agreement, Provider shall transfer title and possession of the vehicle and equipment in current operation to the District within ten (10) days of the termination of the contract referred to in this paragraph.
- 6. Annual Inventory of District Purchased Equipment: On or before June 1 of each year the Provider shall provide to the District an inventory of all equipment and vehicles for which the District has provided funds for the purchase pursuant to a Capital Outlay Agreement. The Inventory shall list the current operational status of all equipment and vehicles, specifically including any equipment and vehicles that have been surplussed and date surplussed.

THIS AGREEMENT EXECUTED BY THE PARTIES ON THE DATE SET FORTH.

**Grady Emergency Medical
Services District**

City of Chickasha



Richard Bennett, Chairman
Board of Trustees

Mayor / City Manager

EMS Director

ATTEST:



Chloe Berry, Executive Director



Date: June 18, 2021

ATTEST:

City Clerk

Date: _____, 2021

PROVIDER CAPITAL OUTLAY

REQUIRED DOCUMENTATION

PRE-PURCHASE: (Purchase and Reimbursement request)

Submit: Capital Outlay Request form (attached).

Attach (as applicable): Bid Specs
Vendor Quote
Service Agreement Quote
City Approval Minutes

POST-PURCHASE: (Release Hold of Funds)

Submit: Capital Outlay Request form (attached)

Attach (as applicable): Final Vendor Invoice
Purchase Order
Proof of Payment
Buyboard/Vendor Contract
Copy of Title

PROCESS:

1. Provider submission of Capital Outlay needs for next fiscal year budget
2. District's Board approve Provider Fiscal Year Capital Outlay Budget
3. Execute Agreement between District and Provider for Capital Outlay Allocation
4. Provider Submit to Districts' Executive Director:
 - 1) Pre-Purchase Capital Outlay Request form, with Attachments
 - 2) Post-Purchase Capital Outlay Request form, with Attachments

CAPITAL OUTLAY REQUEST

TO: Grady EMS District Board of Trustees

FROM: City of Chickasha

City of Tuttle

Town of Rush Springs

REQUEST: PURCHASE/REIMBURSEMENT

RELEASE HOLD OF FUNDS

ITEM: _____

VENDOR: _____

DESCRIPTION / JUSTIFICATION:

AMOUNT REQUESTED: _____

Department Head Signature: _____

Mayor / City Manager Signature: _____

Date: _____

ATTACHMENTS:

PRE-PURCHASE:

☐ Bid Specs

☐ Vendor/Service Agreement
Quote

☐ City Approval Minutes

POST-PURCHASE:

☐ Final Vendor Invoice

☐ Purchase Order

☐ Buyboard Agreement

☐ Board Minutes

☐ Proof of Payment

☐ Copy of Title

Date Received from Provider: _____

Date Submitted to Board for Consideration: _____

Grady EMS District Board:

APPROVE

REJECT

Board Member Signature: _____

Date: _____

Date Paid: _____

Amount: _____

P.O. # _____

Check # _____

Executive Director Signature: _____



City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: Fire Department

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration and possible action to approve the purchase of Amkus Extrication tools in an amount not to exceed \$33,823.00 from State Contract.

I. BACKGROUND/DESCRIPTION:

The Grady County EMS 522 District has approved the purchase in the 2021/2022 Capital Outlay plans. The tools will be used to outfit a new squad that is also being purchased by the EMS District. The City will be reimbursed by the EMS District for the purchase.

II. RECOMMENDED ACTION:

Staff recommends the approval of the purchase of Amkus extrication tools on the State Contract.

III. FISCAL INFORMATION - The City will be reimbursed by the EMS District in the amount of \$33,823.00.

IV. FUND INFORMATION:

Dept. Director: Tony Samaniego, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2021	(From) EMS		\$33,823.00

V. ATTACHMENTS:

1. CHICKASHA Amkus Tool Quote 6-18-21



SERVING OKLAHOMA AND KANSAS

ATTN:
PHONE:
EMAIL:

***"PROVIDING PROTECTION FOR THOSE
WHO PROTECT US"***



City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: Fire Department

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration and possible action to approve the Zoll AEV Portable Ventilator Loan Agreement between the Grady EMS District and the City of Chickasha.

I. BACKGROUND/DESCRIPTION:

Our portable ventilators are on loan from the Grady EMS District. We currently do not have any serviceable ventilators of our own.

II. RECOMMENDED ACTION:

Staff recommends the approval of the Zoll Portable Ventilator Loan Agreement.

III. FISCAL INFORMATION - There are no financial implications with this agreement.

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE Tony Samaniego, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2021	(From)		

V. ATTACHMENTS:

1. Zoll Agreement 2021-2022

GRADY EMERGENCY MEDICAL SERVICES DISTRICT

2221 W. Iowa Ave., Suite B
Chickasha, Oklahoma 73018
Telephone: (405) 222-0204

**ZOLL AEV PORTABLE VENTILATOR
LOAN AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 2021, effective July 1, 2021, between GRADY EMERGENCY MEDICAL SERVICES DISTRICT ("DISTRICT"), 2221 W. Iowa Avenue, Chickasha, Oklahoma, 73018; and CITY OF CHICKASHA ("PROVIDER"), witness as follows:

ZOLL Model AEV Portable Ventilator, 731 Series owned by the DISTRICT and loaned to The PROVIDER will be subject to the following requirements:

1. PROVIDER shall maintain each Ventilator in operational condition, as when received by PROVIDER, subject to reasonable wear and tear.
2. Ventilators shall be made available for inspection, by an individual selected by the DISTRICT. DISTRICT may, in its sole discretion, require a PROVIDER to return the Ventilator if the DISTRICT determines the Ventilator has not been properly maintained by the PROVIDER.

Term of this Loan Agreement is effective July 1, 2021 through June 30, 2022 and executed by the parties on the date set forth.

**Grady Emergency Medical
Services District**


Richard Bennett, Chairman
Board of Trustees

City of Chickasha

Mayor / City Manager

EMS Director

ATTEST:


Executive Director



ATTEST:

City Clerk

Date: June 18, 2021

Date: _____, 2021



City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: Fire Department

Agenda Item No. 6.g.

AGENDA ITEM: Discussion, consideration and possible action to approve the EMS billing contract between the City of Chickasha and Quick Med Claims.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2021	(From)		

V. ATTACHMENTS:

1. City of Chickasha Fire and EMS Agreement and BAA Draft 4 6-23-21 CLEAN

BILLING AND REIMBURSEMENT SERVICES AGREEMENT

by and between

QUICK MED CLAIMS

and

CITY OF CHICKASHA in care of CHICKASHA FIRE AND EMS

SEPTEMBER 1, 2021

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AGREEMENT

THIS SERVICE AGREEMENT (hereinafter “Agreement”) by and between **CITY OF CHICKASHA in care of CHICKASHA FIRE AND EMS** a municipal organization (hereinafter referred to as “**Provider**”), located at 117 N 4th St, Chickasha, OK 73018 and **QUICK MED CLAIMS, LLC**, a Delaware corporation (hereinafter referred to as “**QMC**”), located at 1400 Lebanon Church Road, Pittsburgh, PA 15236, is entered into with an effective date of the 1st Day of September, 2021 (the “Effective Date”).

WHEREAS, Provider operates a medical transportation service; and

WHEREAS, Provider seeks reimbursement for the medical transportation services that it provides; and

WHEREAS, QMC provides billing and reimbursement services for medical transportation organizations in a manner that is compliant with all applicable and material rules and regulations; and

WHEREAS, QMC is willing to provide medical transportation billing and reimbursement services to **Provider** on the terms and conditions set forth herein; and

WHEREAS, Provider desires to engage **QMC** exclusively to provide billing and reimbursement services for the medical transportation services that it provides;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the date first written above and continue for two (2) years (the “Initial Term”) unless otherwise terminated in accordance with Section 2 of this Agreement. The Agreement shall automatically renew for successive one (1) year terms (each “Renewal Terms”) unless otherwise terminated by either party by providing written notice of non-renewal to the other party at least one hundred-twenty (120) days prior to the expiration of the then-current term.

2. TERMINATION

(a) Cause

(i) If either **QMC** or **Provider** fails to observe, keep or perform any provision of this Agreement, the other party may give written notice to the non-performing party. If the non-performing party fails to cure the breach within thirty (30) days of such notice, this Agreement may be unilaterally terminated

immediately by the non-breaching party, provided, however, if the corrective action cannot be completed within the thirty (30) day cure period despite the good faith, commercially reasonable efforts of the non-performing party, then the thirty (30) day cure period will be extended by another thirty (30) days if the non-performing party diligently pursues the corrective action throughout the cure period.

(ii) Either party may terminate this Agreement immediately in writing for any of the following:

1. The other party is excluded from participation in the Medicare, Medicaid, or other government health care program.
2. The other party ceases to exist, for any reason; or
3. The other party files a voluntary petition in bankruptcy, becomes insolvent, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the federal Bankruptcy Code or any similar federal or state statute, law or regulation, or in the event of the appointment of a trustee, receiver, or liquidator for the other party or any substantial part of its assets or properties (whether or not the other party consents to or acquiesces to such appointment).

(iii) QMC may terminate this Agreement upon thirty (30) days' notice if Provider fails to provide information necessary for QMC to timely submit and process claims or if Provider fails to cooperate in the appeals process.

(b) Without Cause

Either party may terminate this Agreement upon one hundred eighty (180) days written notice to the other party.

(c) Transition Period

If this Agreement is terminated for any reason, the parties agree to a Transition Period that shall commence on the termination date and end ninety (90) days thereafter. During the Transition Period, Provider agrees not to forward any claims with dates of service after the termination date to QMC for processing. QMC agrees to continue to provide billing and reimbursement services for dates of service prior to the termination date as described herein for the entire Transition Period. At the end of the Transition Period, **QMC** shall present to **Provider** a final set of reports, including an invoice for services that details the

work done during the Transition Period. **Provider** shall pay all fees due to **QMC** within thirty (30) days of receiving a complete and correct invoice.

(d) Appropriation

In the event that funds are not appropriated for this Agreement by the City of Chickasha City Council, the City of Chickasha may terminate this Agreement without penalty.

3. PROVIDER RESPONSIBILITIES

(a) Information Transfer

Subject to the terms of Section 21 hereof, **Provider** agrees to provide **QMC** with all information necessary to support the billing and reimbursement process in a complete and timely fashion. The necessary information includes, but is not limited to: complete and legible patient demographic information, dispatch information, insurance information, medical records, patient clinical records including patient care reports, essential patient and crew signatures and related forms. All information transmitted by **Provider** to **QMC** shall comply with all applicable laws, rules, regulations and policies in all material respects and **Provider** shall monitor all billing regulations and requirements mandated by governmental or third party payors and will submit their billing information in accordance with the same. **Provider** shall use its best efforts to ensure that all information provided to **QMC** is accurate and complete. **QMC** will only use the information given to **QMC** by **Provider** to bill for medical services provided by **Provider**. **Provider** understands and agrees that it is its responsibility to complete billing information accurately so that it reflects work actually performed and matches all medical records. **QMC** will not alter the billing information or medical records but shall inform **Provider** if **QMC** is made aware of any such billing information inaccuracies. **Provider** will retain all medical records and forward a copy to **QMC** upon request if needed for billing purposes.

(b) Access to Information

Subject to the terms of Section 21 hereof and to reasonable security procedures required by **Provider**, **Provider** agrees to grant reasonable access for designated **QMC** personnel to any and all systems, applications, tools and information that is required by **QMC** for the billing and reimbursement process.

(c) Designation of QMC as Authorized Agent

Provider hereby appoints and designates **QMC** as its authorized agent/attorney in fact as provided herein. This appointment is a power coupled with an interest and authorizes **QMC** to institute claims, in the name of **Provider** for the limited

purpose of processing claims for reimbursement; provided however that **QMC** shall not turn a claim over to a secondary collector, or institute a legal action, or write off a claim to charity, without first obtaining **Provider's** prior written consent.

(d) Notice of Privacy Practices

Provider agrees to provide all prescribed Notice of Privacy Practices to patients and/or designated representatives in accordance with applicable rules and regulations.

(e) Outside Consultants

Unless otherwise provided for in Attachment E attached hereto, any outside consultants, including but not limited to, accounting firms, audit firms or legal counsel engaged by **Provider** shall be the financial responsibility of **Provider**.

(f) Designated Representative

Provider shall designate a specific representative to serve as a liaison to **QMC** personnel.

4. QMC SERVICES

(a) Demographic Information Verification

QMC shall verify and augment through accessible sources all demographic information supplied by the **Provider** and necessary to support the billing and reimbursement process.

(b) Insurance Information Verification

QMC shall verify and augment through accessible sources all insurance information supplied by the **Provider** and necessary to support the billing and reimbursement process.

(c) Claims Processing

QMC shall submit all claims for payment for services rendered by the **Provider**, to the appropriate party, including third party payors, third party administrators, estates and patients as appropriate to obtain allowable reimbursement in accordance with service levels outlined in Attachment B. **QMC** shall cooperate and work with governmental agencies and insurance carriers with the objective of obtaining prompt and sufficient payment of billings and claims. **QMC** shall convey intermediary/carrier directives and updates that it receives to **Provider**,

including intermediary/carrier correspondence and any audit requests or notifications of overpayment directed to **Provider**.

(d) Accounts Receivable Management

QMC shall provide follow up and accounts receivable management services for claims arising out of services rendered by **Provider** in a timely fashion. **QMC** shall exercise due care, prudence and judgment in the management of **Provider's** accounts receivable. **QMC** shall, with the cooperation of **Provider**, take appropriate measures for the prompt collections of all billings and claims; however, **Provider** shall determine when write-offs shall occur. **QMC** will follow a payor specific set of protocols for account follow up.

(e) Reimbursement Posting

QMC shall post all reimbursement received on behalf of the **Provider** to the appropriate accounts and make such information available to **Provider** for review in accordance with service levels outlined in Attachment B. **QMC** will work closely with **Provider** representatives to identify all missing reimbursements and may post reimbursements to a miscellaneous account in the event the documentation is not received from **Provider** within thirty (30) days of confirmation by the payor.

(f) Appeals

In the event of an improper denial or underpayment, **QMC** shall initiate the appropriate appeal process directed to obtaining the appropriate payment. **QMC** will complete all reviews, appeals and related processes to respond to third party payor denials. Such efforts will be completed in accordance with payor specific protocols. **Provider** agrees to cooperate with **QMC** in the appeals process and shall timely respond to requests for and supply all necessary support to carry out the process.

(g) Fixed Reporting

QMC will provide a fixed set of reports to **Provider** on a periodic basis. The content and frequency of the reports will be mutually agreed upon by the parties, but shall be at least monthly and include the reports described on Attachment C to this Agreement. If required, upon **Provider's** request, **QMC** may develop custom reports for **Provider**, for which the cost, content and timeliness will be mutually agreed upon by the parties.

(h) Other Services

At **Provider's** request, **QMC** shall provide the services described in this Section 4 with respect to accounts identified by **Provider** that have a date of service prior to the effective date of this Agreement. **QMC** will provide other services to **Provider** as outlined in Attachment E.

(i) Provider Policies

In providing services, **QMC** shall follow **Provider's** written policies, copies of which shall be provided to **QMC** prior to execution of this Agreement.

(j) Correspondence

QMC shall not send correspondence to patients, third-party payors or other third parties relating to **Provider's** claims except using template letters approved in advance by **Provider**. **QMC** may rely on **Provider's** approval of a template for use thereafter by **QMC** until such time as **Provider** requests a change to the template. Correspondence from **QMC** under this Agreement shall not be sent on **Provider's** letterhead.

(k) Credit Card Merchant Account

QMC will establish a credit card merchant account and related capabilities to permit **Provider's** patients to pay via any major credit card and allow associated funds to be deposited directly into **Provider's** designated bank account, net of associated credit card processing fees.

5. COMPENSATION

(a) Service Fees

In recognition of the services provided as described herein, **Provider** shall pay **QMC** in accordance with the rates set forth in Attachment A.

(b) Payment Terms

Provider shall pay **QMC** within thirty (30) days of receiving a complete and correct invoice for services. **QMC** shall issue invoices to **Provider** on a monthly basis. If any invoices remain outstanding for forty-five (45) days or more, **QMC** may charge interest on the unpaid balance at the rate of 1 ½ % of any outstanding balance, per month which rate shall remain in effect until paid in full. In addition, **QMC** may at its option suspend services hereunder upon 30 day's prior written notice if any invoices remain outstanding for 45 days or more or may terminate this Agreement in accordance with Section 2(a) above.

6. EXCLUSIVITY

Provider agrees to rely exclusively on **QMC** to provide all billing and reimbursement services for the medical transportation services rendered by **Provider** under this Agreement during the term of this Agreement.

7. RATES

Provider shall set rate schedules for its services as desired and **QMC** will diligently seek reimbursement for such services as provided for herein.

8. INDEMNIFICATION

(a) By Provider

The **Provider** shall protect, defend, indemnify, and hold harmless **QMC**, its agents, officers, directors and employees from and against any and all costs, claims, demands, causes of action, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, (collectively referred to as "Claims") that arise out of performance or non-performance of **Provider** in the course of performing the duties encompassed by this Agreement, whether arising from the negligent or willful acts or omissions of **Provider**, its agents, employees, subcontractors, except for any alleged negligence or condition caused or created, in whole or in part, by **QMC**.

(b) By QMC

QMC shall protect, defend, indemnify, and hold harmless **Provider**, its owners, agents, officers, directors and employees from and against any and all Claims that arise out of performance or non-performance of **QMC** in the course of performing the duties encompassed by this Agreement, whether arising from the negligent or willful acts or omissions of **QMC**, its agents, employees, subcontractors or otherwise.

9. LIMITATION OF LIABILITY

QMC's sole obligation is to provide the services set forth in this Agreement based on the information and documentation provided by the **Provider** or its representatives, employees, directors, officers, agents or attorneys in accordance with the terms and conditions of this Agreement, and **QMC** shall have no responsibility or liability for the accuracy or completeness of any such information provided by the **Provider** or its officers, directors, employees, representatives, agents or attorneys. **Provider** further acknowledges that **QMC** shall not be responsible for verifying the accuracy or completeness of any information or documentation provided by the **Provider** or its officers, directors, employees, representatives, agents or attorneys. Notwithstanding anything to the contrary contained in this agreement, the liability of **QMC** under this agreement (whether by reason of breach of contract, tort, indemnification or otherwise) shall not exceed an amount equal to the total fees

paid by **Provider** to **QMC** with respect to the services giving rise to such liability. In no event shall **QMC** be liable for any indirect, special, consequential, incidental, exemplary or punitive damages (including without limitation damages for loss of revenue, loss of data, loss of profits or loss of goodwill) regardless of whether **QMC** has been informed of the possibility of such damages.

10. INSURANCE

(a) By Provider

Provider shall maintain general liability insurance and professional liability insurance in accordance with usual and customary industry practice.

(b) By QMC

QMC shall maintain general liability insurance in accordance with usual and customary industry practice. **QMC** shall provide proof of insurance to **Provider** on **Provider's** request.

11. INDEPENDENT CONTRACTOR STATUS

In the performance of all services hereunder, **QMC** is an independent contractor. All personnel assigned by **QMC** to perform services hereunder shall be considered employees of **QMC**, not employees of the **Provider**. All employees, methods, equipment, and facilities used or employed by **QMC** will at all times be under **QMC's** operational supervision.

12. WORKERS COMPENSATION

(a) Provider

Provider agrees to provide worker's compensation insurance for **Provider** employees as required by law at all times when they are assigned to duty related to this Agreement and to ensure that any non-**Provider**, non-**QMC** personnel assigned duty related to this Agreement by **Provider** shall have such insurance.

(b) QMC

QMC agrees to provide worker's compensation insurance for **QMC** employees as required by law at all times when they are assigned to duty related to this Agreement and to ensure that any non-**QMC**, non-**Provider** personnel assigned duty related to this Agreement by **QMC** shall have such insurance.

13. QMC PERSONNEL

Billing Directors, Account Managers, Billing Specialists, Cash Posters and other **QMC** personnel shall be deemed employees of **QMC** and carried on its payroll, and **QMC** shall

retain the right in its sole and absolute discretion, to make all **QMC** personnel decisions and assign personnel to perform the services described in this Agreement. Said personnel will abide by all **QMC** personnel policies as well as **Provider** rules and policies as they relate to services delivered pursuant to this Agreement, provided that **Provider** rules do not conflict with **QMC** personnel policies or **QMC** general operating rules. **QMC** personnel shall be qualified to furnish the services they provide and have appropriate experience, training and expertise.

Provider agrees that it will not recruit, hire or otherwise engage any **QMC** employees, **QMC** associates or employees under subcontract with **QMC** during the term of this Agreement and for a period of one (1) year thereafter, without written consent of **QMC**. **Provider** hereby acknowledges that **QMC** has made a significant investment in its employees and engagement of said employees would result in economic damage to **QMC**.

14. REGULATORY COMPLIANCE

Provider represents and warrants that at all times during the Term of this Agreement, it shall comply with all applicable laws, regulations and requirements of federal, state and local governmental authorities pertaining to billing and reimbursement for medical transportation services. **Provider** represents and warrants that all personnel in the performance of its obligations hereunder are and will continue to be properly licensed and certified, if applicable, in accordance with all applicable federal, state and local rules, regulations and conventions.

15. GOVERNING LAW

This Agreement and the rights of the parties hereunder, shall be determined in accordance with the laws of the State of Oklahoma with the venue in the District Courts of Grady County.

16. ASSIGNMENT

QMC, without the consent of the other party, may assign this Agreement to an affiliated company or subsidiary owned or controlled by **QMC** or a successor in interest to substantially all of the business operations of **QMC** to which the subject matter of this Agreement relates. All representations, warranties, covenants, terms, and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and assigns of the parties hereto.

17. NOTICES

All notices under this Agreement shall be in writing and shall be deemed to have been given on the date personally delivered as evidenced by an executed receipt, or on the date

mailed, as evidence by a postmark, by certified or registered mail, and addressed to the respective parties as listed below:

If sent to **Provider:**

Tony Samaniego

Fire Chief

Chickasha Fire and EMS

1700 Harly Day Drive

Chickasha OK 73018

If sent to **QMC:**

Scott L. Powell

Chief Executive Officer

Quick Med Claims, LLC

1400 Lebanon Church Road

Pittsburgh, PA 15236

18. SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

19. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision thereof.

20. FORCE MAJEURE

Neither **QMC** nor **Provider** shall be considered to be in default of this Agreement if delays in, or failure of, performance shall be due to events of force majeure the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “force majeure” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, vandalism, sabotage, war, strikes, work slowdowns, fire, flood, earthquake or other “acts of God” or natural or meteorological causes which prevent the parties from performing their responsibilities hereunder. If either party is unable to perform its obligations under this Agreement as a result of an event of force majeure, the non-performing party shall promptly notify the other party in writing of the beginning and estimated duration of any anticipated period of delay and thereafter neither party shall be obligated to perform their respective obligations under this Agreement that are affected by the force majeure conditions (and the associated payment obligations) during the period of force majeure. If any period of force majeure continues for thirty (30) days or more, either **Provider** or **QMC** may terminate the Agreement upon written notice to the other in accordance with Section 2.

21. RECORDS

Pursuant to United States Code, Title 42, Section 1395 et al (Omnibus Budget Reconciliation Act of 1980), **QMC** agrees to make available to the Secretary of Health and Human Services (“HHS”) and the Comptroller General of the Government Accounting Office (“GAO”), or their authorized representatives, all contracts, books, documents, and records relating to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder. In addition, **QMC** hereby agrees, if services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to HHS and GAO, or their authorized representatives, all contracts, books, documents and records, related to the nature and extent of the cost thereunder for a period of four (4) years after the furnishing of services thereunder.

22. CONFIDENTIALITY

(a) General Provision

Provider and **QMC** agree that all patient medical records shall be considered as and treated as confidential so as to comply with all federal, state and local laws and regulations regarding confidentiality of patient records. **Provider** agrees to sign **QMC’s** standard business associate agreement attached hereto as Attachment D on or before the effective date of this Agreement. In addition, during the course of performance pursuant to this Agreement, either party may have access to certain other confidential and proprietary information owned by the other, which may be disclosed orally, in writing, or by observation to either party or its employees while performing pursuant to this Agreement. All such information developed by or disclosed by the other party shall be held in strict confidence and shall not be used by either party for any purpose other than to perform its obligations under this Agreement, for or by any third party, without prior written approval by the other party.

(b) Terms of the Agreement

QMC and **Provider** agree that this Agreement shall be treated as confidential and shall not be divulged to any third party except as may be required by law or court order.

(c) Public Relations

QMC and **Provider** shall not issue or release, for publication or otherwise, any information, advertising or publicity, which relates to this Agreement without prior written approval of the other party, except as required by law or court order.

(d) Acknowledgement

QMC specifically acknowledges that **Provider** shall comply with the Oklahoma Open Records Act, 51 O.S. 24A.1 et seq.

23. ENTIRE AGREEMENT

This Agreement and documents referred to herein set forth the entire understanding of the parties with respect to the subject matter hereof. Any previous arrangements or understandings between the parties regarding the subject matter hereof are merged into and superseded by the Agreement.

24. AUDIT AND FINANCIAL PROCEDURES.

- (a) Upon **Provider's** written request, **Provider** shall have the right, at **Provider's** sole expense, to audit and examine **Provider's** accounts receivable information in the custody or control of **QMC** ("Audit"). **QMC** shall permit the Audit to be performed by **Provider**, by **Provider's** counsel or other professional advisors, or by independent auditors retained by **Provider**, of all books, records, account vouchers, checks, bank account documents, and all other materials relating to the services covered by this Agreement for **Provider**. Such Audit shall occur only during normal business hours and shall be of reasonable scope, duration and frequency. In addition, **QMC** shall cooperate with all reasonable third party payor audit requests on claims that have been processed by **QMC**. **QMC** will not be expected to handle audit requests for claims that were processed by another vendor or entity.
- (b) The parties hereby agree to notify the other immediately in writing in the event of any known or suspected investigation, suit, action, proceeding, claim, or settlement of a dispute relating to billing practices or alleging health care fraud or abuse on the part of the party or any employee, contractor, or agent of the party.

In witness whereof, the parties hereto have on the dates(s) indicated below caused the Agreement to be executed in duplicate.

CITY OF CHICKASHA IN CARE OF

CHICKASHA FIRE AND EMS

BY:

Chris Mosley

Mayor/Interim City Manager

DATE: _____

QUICK MED CLAIMS

BY:

Scott L. Powell

Chief Executive Officer

DATE: _____

ATTACHMENT A

SCHEDULE OF FEES

SERVICE FEES

The Service Fee is provided in exchange for the services described in Section 4 of the Agreement. Additional services, if applicable, that are included in the Agreement are outlined in Attachment E.

BILLING AND REIMBURSEMENT SERVICE FEE:

QMC will be the exclusive provider of medical transportation billing and reimbursement services for the **Provider** as described above at a rate of:

- **4.95% of Collected Revenue**

Collected Revenue will include all revenue that is collected and posted in the **QMC** Billing system and reported to **Provider** on a monthly basis.

ATTACHMENT B

QMC SERVICE DETAILS

SERVICE DETAILS

QMC agrees to provide the following performance levels:

- **QMC** will submit all claims within five (5) business days of receiving a complete patient care report and all related information required as outlined in Section 3 (a) for successful submission.
- Reimbursement will be posted by **QMC** within three (3) business days of receipt.

ATTACHMENT C

REPORTS

REPORTS

Operational and Financial Reporting. **QMC** shall provide operational reports to the identified contact person(s) at **Provider** at the intervals specified below:

Monthly Reports:

1. Closing Balance Summary Report. This report provides a summarized rollforward of the open A/R balance, reflecting charges, credits, charge adjustments, credit adjustments and other adjustments.
2. Charge Summary Report. This report provides the detail of charges within the reporting period.
3. Charge Adjustment Summary Report. This report provides information pertaining to charges added to the system within the reporting period that relate to a previously closed period.
4. Credit Summary Report. This report provides a summary of all credits, including contractual adjustments, payments, refunds and write-offs, that occurred within the reporting period.
5. Credit Adjustment Summary Report. This report provides information pertaining to credits added to the system within the reporting period that relate to a previously closed period.
6. Payor Summary Report. This report provides a summary of charges and credits associated with each payor.
7. Payor Adjustments Summary Report. This report provides a summary of all charge and credit adjustments associated with each payor.
8. Payor Aging Report. This report includes a summary and detail listing of the open patient accounts receivable by trip date and initial bill date delineated by payor and as to the following periods: 0-30 days, 31-60 days, 61-90 days, 91-120 days, 121-180 days and over 180 days.

ATTACHMENT D

BUSINESS ASSOCIATES AGREEMENT

Business Associate Agreement

This Business Associate Agreement (“Agreement”) between City of Chickasha in care of Chickasha Fire and EMS (hereinafter referred to as “**Provider**”) and Quick Med Claims, LLC (hereinafter referred to as “**QMC**”) is executed to ensure that **QMC** will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Provider in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

QMC agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to **Provider** any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to **Provider** without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of **QMC** agree to the same restrictions, conditions, and requirements that apply to **QMC** with respect to such information;

5. Make PHI in a designated record set available to **Provider** and to an individual who has a right of access in a manner that satisfies **Provider's** obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by **Provider**, or take other measures necessary to satisfy **Provider's** obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to **Provider** or an individual who has a right to an accounting within 60 days and as necessary to satisfy **Provider's** obligations under 45 CFR §164.528;
8. To the extent that **QMC** is to carry out any of **Provider's** obligations under the HIPAA Privacy Rule, **QMC** shall comply with the requirements of the Privacy Rule that apply to **Provider** when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by **QMC** on behalf of **Provider**, available to the Secretary of the Department of Health and Human Services for purposes of determining **QMC** and **Provider's** compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if **Provider** notifies **QMC** of any restriction on the use or disclosure of PHI that **Provider** has agreed to or is required to abide by under 45 CFR §164.522; and
11. If **Provider** is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), **QMC** agrees to assist **Provider** in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of **Provider's** Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of **Provider** agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting **Provider** of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to **Provider** of any threat of identity theft as a result of the incident.

C. **Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by **QMC** on behalf of **Provider** include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by **Provider** to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by **Provider** to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that **QMC** has been engaged to perform on behalf of **Provider**.

D. Termination

1. **Provider** may terminate this Agreement if **Provider** determines that **QMC** has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, **QMC** shall return to **Provider** or destroy all PHI received from **Provider**, or created, maintained, or received by **QMC** on behalf of **Provider** that **QMC** still maintains in any form. **QMC** shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 1st day of September 2021.

City of Chickasha in care of
Chickasha Fire and EMS

Quick Med Claims, LLC

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT E

ADDITIONAL SERVICES

ADDITIONAL SERVICES

QMC agrees to provide the following Additional Services in support of the billing and reimbursement services described in Section 4 of the Agreement:

CLINICAL DOCUMENTATION TRAINING

QMC agrees to schedule and conduct one (1) clinical documentation training program annually for the clinical staff of **Provider**. Each annual offering may include multiple sessions at times and locations mutually agreed upon by the parties.



City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: Community Development

Agenda Item No. 6.h.

AGENDA ITEM: Public hearing to discuss and consider approving the Special Use Permit for a Cell Phone tower to be located at 520 S 8th Street for Applicant Branch Communications.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Staff does not recommend to approve this request

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2021	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: Community Development

Agenda Item No. 6.i.

AGENDA ITEM: Discussion, consideration and possible action to approve the Special Use Permit for 520 S 8th for the Use of a Cell Phone Tower for applicant Branch Communications.

I. BACKGROUND/DESCRIPTION:

- Branch Communications requested to appeal the planning commissions ruling on the Special Use Permit.
- Several citizens who live in the area came to the planning commission hearing and advised the concerns of having a cell phone tower so close to their homes.

II. RECOMMENDED ACTION:

Staff recommends to not approve this request.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 21, 2021	(From)		

V. ATTACHMENTS:

1. Planning Cell Phone Tower
2. 20210614150854682



City of Chickasha

June 11, 2021

Caleb Lester
117 N 4th Street
Chickasha, OK 73044

Building Inspector Promotion

This letter is for the job opportunity and promotion to Building Inspector for the City of Chickasha. This letter allows for 6 months to obtain all 4 Residential Building provisional license and obtain all residential certificated with in 18 months of this letter.

Once all residential certifications are obtained the inspector will have an additional timeline to obtain all commercial certifications.

This inspector will be required to seek out training and maintain all certifications. The City of Chickasha will pay for the first test for all certifications and a second test if needed. Any other testing will be required to be paid for by the inspector. This position will require after hours and weekend inspections when needed.

The inspector will be paid a base pay of 16.48 per hour. After all residential certifications are obtained the inspector will receive a 2% increase. After all commercial certifications are obtained the inspector will received a 3% increase.

If all certifications are not obtained and progress has not been met the job qualifications may be reevaluated at that time.

Thank you,

Rachel Bernish
Community Development Director
117 N. 4th Street, Chickasha, OK 73018
(405) 222-6012 – fax (405) 574-1015
rachel.bernish@chickasha.org



City of

Chickasha

117 North 4th Street
Chickasha, OK 73018

Due On: _____

Planning Commission Meeting Date: _____

Community Development

CITY OF CHICKASHA APPLICATION FOR USE ON REVIEW

DATE: 04/07/21 _____

1. Applicant(s) Name: Kole Talbott / Branch Communications _____

Address: 7335 S Lewis Ave Tulsa, OK 74136 _____

Phone: 417-299-1904 _____

2. Legal Description of subject property: The North 97 feet of Lots Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27) and Twenty-eight (28) in Block Eighty-five (85) in the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof, _____

3. Address of subject property: _____

4. Present zoning of subject property: Commercial _____

5. Physical Characteristics of Subject Property: Commercially zoned with a vacant building

Frontage on Street: 65' _____

Lot Depth: 84' _____

Drawing Attached: ☒ YES ☐ NO

6. Proposed Use for the Property: Wireless Communications Tower Lease _____

7. Public Utilities Which Serve the Property:

Street, Surface Material: _____

City Water: ☐ YES ☒ NO, then list source of water None _____

City Sanitary Sewer: ☐ YES ☒ NO, then list provider None _____

8. Number of Off-Street Parking Spaces: N/A

Surface Material of Parking Spaces: N/A

9. Abstractors Certified Property Owners List Provided: ☒ YES ☐ NO

10. Owner of Record: Gregory Shoemaker

Address: 1028 Chickasha Ave Chickasha, Oklahoma 73018 Phone Number: 405-222-9665

11. \$95.00 Application Fee Paid: ☒ YES ☐ NO Receipt Number: _____

ALL INFORMATION ON THIS FORM MUST BE COMPLETED IN ORDER TO PROCESS YOUR REQUEST

Applicant(s) Signature: Kole Talbott Date: 04/07/2021 _____

117 North 4th Street, Chickasha, Oklahoma 73018 (405)222-6010 Fax No. (405)574-1015

E-mail: kay.perry@chickasha.org

4-07-2021

City of Chickasha
Rachel Burnish
117 N 4th Street
Chickasha, OK 73018

RE: Zoning application Cell Tower OK-0212 Chickasha

Dear Ms. Bernish,

Branch Towers is proposing a 150' monopole Tower to be located at 520 S 8th Street Chickasha, Oklahoma.

The site will be located on the West side of 8th street in between Minnesota & Dakota, on Mr. Shoemakers Commercial property in the NW Corner of the Lot.

This site is designed to offload the existing Verizon networks in the Chickasha area. One tower North and one tower South of this location.

The site will enhance Cellular, Data, & Broadband Wi-Fi coverage to Chickasha.

The lease area is 60' x 60' with Access and Utility easements to the site. The site will have a 6' fence with 3 strands of barbed wire for security. Verizon will install an equipment shelter and a natural gas generator for emergency power.

The site is structurally designed and engineered for 4 carriers. Branch Towers has a great relationship with all carriers and is actively marketing this site for additional carriers, to continue & improve the coverage availability to the Chickasha and Surrounding areas.

I look forward to working with the City of Chickasha to improve Verizon & others quality of coverage and enhance capacity issues in Chickasha. Branch also strives to make markets affordable for carriers to prevent prices from increasing to the users.

If you have any questions, please give me a call.

Sincerely,

Kole Talbott
Branch Towers & Branch Communications
1900 NW Expressway, Suite 800
Oklahoma City, OK 73118
417-299-1904
Kole.Talbott@Branchcomm.net

April 29, 2021

John Kesner
Branch Communications

RE: Proposed 150' Sabre Monopole for Chickasha, OK

Dear Mr. Kesner,

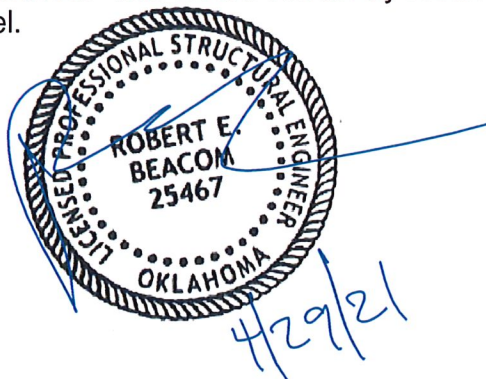
Upon receipt of order, we propose to design and supply the above referenced Sabre monopole for a Basic Wind Speed of 109 mph without ice and 40 mph with 1.5" ice, Structure Class II, Exposure Category B and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. **Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Industries.** This would effectively result in a fall radius within the 50' x 50' lease area at ground level.

Sincerely,

Robert E. Beacom, P.E., S.E.
Engineering Supervisor





City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: City Clerk

Agenda Item No. 6.j.

AGENDA ITEM: Discussion, consideration and possible action to approve request from the Chickasha Rock Island Ride Committee to conduct their annual Rock Island Ride fund raising event on October 2, 2021.

I. BACKGROUND/DESCRIPTION:

A request has been received from Johnny Trammell with the Chickasha Rock Island Ride Committee, a local non-profit group that consists of parties involved in hosting an event bringing in local and out of town bicycle riders. The annual event is planned for October 2, 2021 at approximately 8:30 a.m. The group is planning to have participants begin their ride and the committee has asked that Chickasha Avenue be temporarily closed. The group will have volunteers at intersections with signs as needed.

II. RECOMMENDED ACTION:

Approve the request from the Chickasha Rock Island Ride Committee to temporarily close Chickasha Avenue on October 2, 2021.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2021	(From)		

V. ATTACHMENTS:

1. Letter from Johnny Trammell
2. Routes



June 23, 2021

Dear Mr. Noblitt, Mayor and City Council,

This letter is to request permission from the City of Chickasha and the City Council for Chickasha's Rock Island Ride, to be in conjunction with the Annual Rock Island Arts Festival and OK Food Truck Championship on Oct. 2, 2021 in Downtown Chickasha. Over the past three years we have brought in an average of 150 riders per ride. Including visitors from Arkansas, Colorado, Texas and throughout Oklahoma.

Both the Chickasha Area Arts Council and OK Food Truck Championship are excited and in full support of this event being in conjunction again this year. Last year the three events being held on the same weekend was a great success. We look forward to collaborating with both groups again this year in providing fun, unique events for our citizens and drawing visitors to the city of Chickasha.

This will be the events, fourth year with each of the four years providing financial assistant to local charities. Past charities have included Chickasha Salvation Army, Mobile Meals and Chickasha Emergency Food Pantry.

Safety of our riders is paramount, and we are requesting to temporarily close Chickasha Ave starting at 8:30AM for the ride start. This area may already be closed for the Chickasha Area Arts Council and OK Food Truck Championship events just as it was last year.

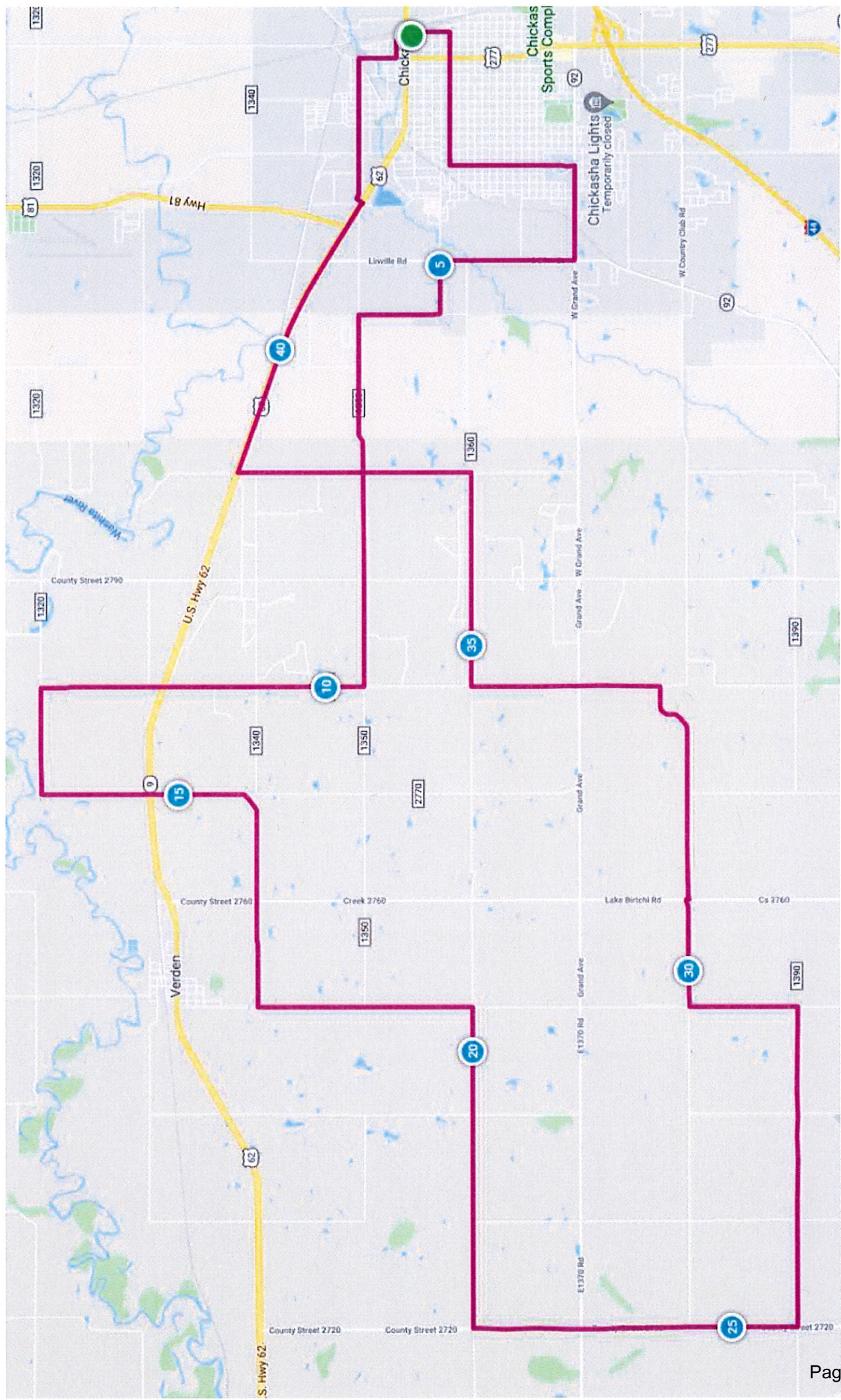
We will have insurance for riders, volunteers and traffic control provided at all major intersections.

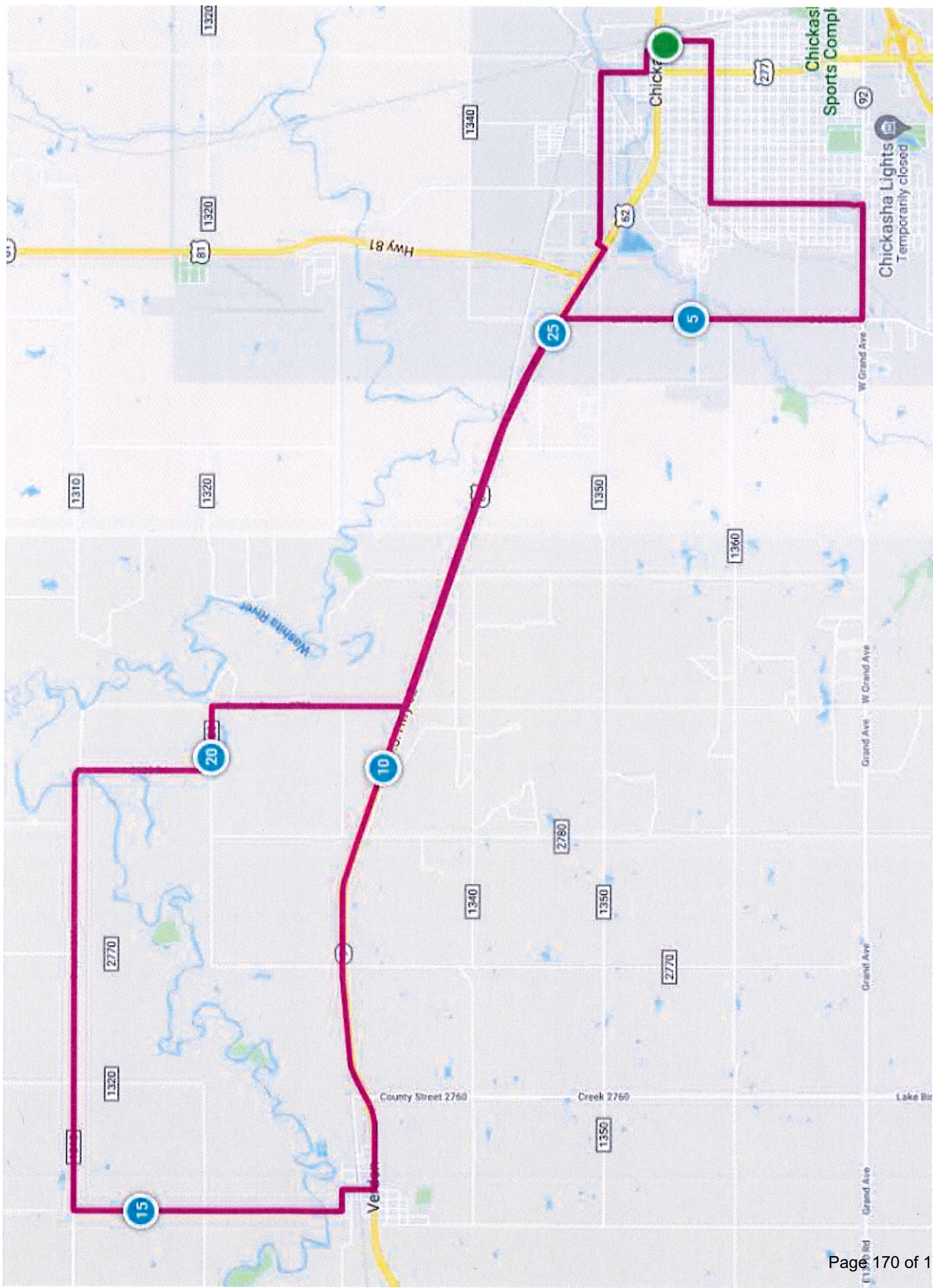
Thank you for considering this event and your support of community activities. Please feel free to contact us with any questions.

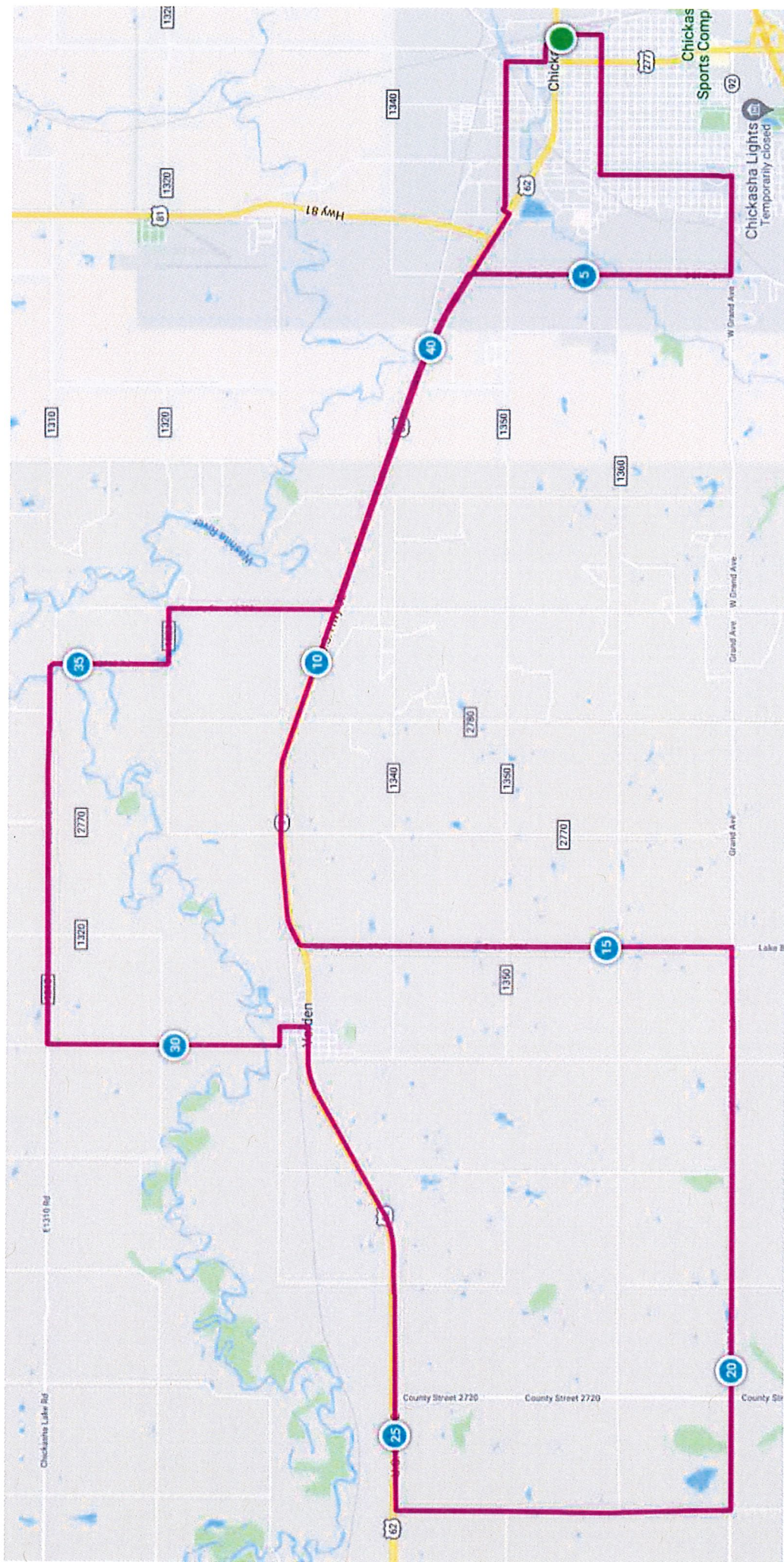
Sincerely CRIR President

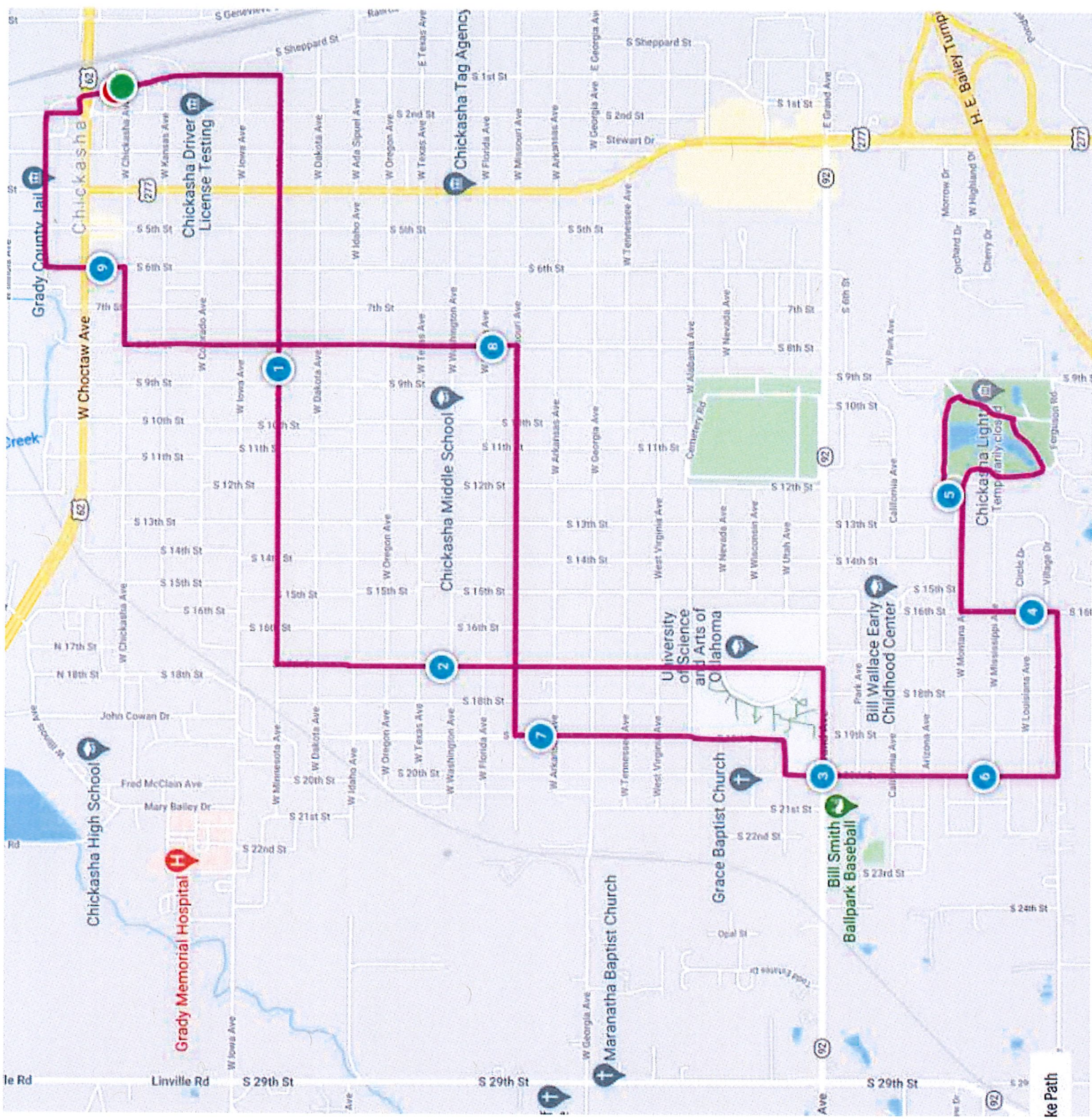
Johnny Trammell

405-574-6121











City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: City Clerk

Agenda Item No. 6.k.

AGENDA ITEM: Discussion, consideration and possible action on a request from the Chickasha Area Arts Council to utilize the Rock Island Depot area, Mill building and Depot Pavilion to conduct their annual Arts Festival to include the Wine and Brewery Tasting event on Friday, October 1, 2021 through Sunday, October 3, 2021 waiving all fees.

I. BACKGROUND/DESCRIPTION:

- Staff has received from the Chickasha Area Arts Council for permission to utilize the Rock Island Depot area for their annual Arts Festival to include the wine and brewery tasting event on Friday, October 1, 2021 through Sunday, October 3, 2021. The event is open to the public 10:00 a.m. to 9:00 p.m. on Friday and Saturday and noon to 5:00 p.m. on Sunday. They also request access to the area on Thursday, September 1, 2021 in order to set up for the Festival with tents, stages, food vendors, etc.
- They will comply with all the requirements of the City Code as they have done in the past years. Everything will be conducted along the same guidelines as approved by Mayor and Council previously.
- The Chickasha Area Arts Council will provide the Certificate of Liability Insurance name the City of Chickasha as an additional insured and execute the Indemnification Agreement.

II. RECOMMENDED ACTION:

Approve request from the Chickasha Area Arts Council as presented and waive all fees.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2021	(From)		

V. ATTACHMENTS:

1. Rock Island Arts Festival -2021



Awarded Chickasha's "2018 Event of the Year"

1301 S 7th Street • PO BOX 505

Chickasha, Ok. 73023

405-274-7547 • 405-905-2350 Fax 270-913-9226

WWW.ROCKISLANDARTSFESTIVAL.ORG EMAIL:DIRECTOR@ROCKISLANDARTSFESTIVAL.ORG

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ebledford@sbcglobal.net

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Angela Moore

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Pamela Pogue

Sharon Storms

Erin Thompson

Susan Beth Wilhelm

June 23, 2021

Chickasha City Manager

Chickasha City Council

117 N. 4th

Chickasha, OK 73018

RE: 13th annual Rock Island Arts Festival

Dear Council members,

The Chickasha Area Arts Council (CAAC) is requesting permission from the City of Chickasha and the City Council to utilize the Rock Island Depot area, the Depot Building and the Mill Building for the 13th annual Rock Island Arts Festival (RIAF), a large community event.

The Festival is to be held Friday through Sunday, October 1st – 3rd, 2021. Hours will be 10 am to 9 pm Friday and Saturday and 12-5 on Sunday. The CAAC also requests to have access to the area all day on Thursday, September 30th in order to set up and decorate.

We look forward to collaborating again with the Rock Island Ride and the Oklahoma Food Truck Championship to promote Chickasha and bring awareness to all we have to offer as a community.

As the CAAC has demonstrated with previous events, the Arts Council will make provisions to ensure that all details for insurance and security are addressed for this event.

Thank you for your consideration in permitting the Arts Council to utilize this area.

Sincerely,

Sue Getman, (405) 274-7547

CAAC Treasurer and RIAF 2021 Director



ROCK ISLAND ARTS FESTIVAL (est. 2009) is a division of the CHICKASHA AREA ARTS COUNCIL, a 501C-3 organization, FEIN 73-1385017. Donations may be tax deductible.



City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: Administration

Agenda Item No. 7.a.

AGENDA ITEM: Discussion, consideration and possible action to enter into executive session pursuant to Title 25 Oklahoma Statutes Section 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigations, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest. (Investigation into TIF Payments)

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: July 6, 2021	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 7-6-2021

Meeting Date: 7/6/2021

Department: Administration

Agenda Item No. 7.b.

AGENDA ITEM: Consideration to reconvene the open meeting and take appropriate action on any matter discussed in executive session.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2021	(From)		

V. ATTACHMENTS: