AGREEMENT

This Agreement ("Agreement") is made and entered into this _____day of _____, 2020, by and between the City of Pryor Creek, a municipal corporation, hereinafter referred to as the "City," and CoxCom, LLC., a Delaware Limited Liability Company, hereinafter referred to as "Cox" or "Company," with Cox and City sometimes separately referred to hereinafter as a "party," and sometimes collectively as "parties."

WHEREAS, The City, having determined that the financial, legal, and technical ability of Cox is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Agreement with Cox for the construction and operation of a Cable System on the terms set forth herein.

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

1. <u>Term of Agreement</u>: This non-exclusive Agreement shall take effect upon approval hereof by Cox and by the City Council of the City and shall be effective for a term of ten (10) years thereafter. Prior to the end of this term, the parties agree to enter into good faith negotiations regarding a possible renewal and/or modification and/or extension of this Agreement.

2. <u>Nature of Agreement</u>:

(A)   No privilege or exemption shall be granted or conferred by this Agreement except those specifically prescribed herein.

(B)   Any right or power in, or duty impressed upon, any officer, employee, department, or board of the City by this Agreement shall be subject to transfer by the City to any other officer, employee, department, or board of the City.

(C)   This Agreement shall not relieve Cox of any existing obligations involved in obtaining permits, pole or conduit space from any department of the City, utility company, or from others maintaining utilities in streets.

(D)   This Agreement shall be a privilege to be held in personal trust by Cox for the benefit of the public. Said privilege cannot in any event be sold, transferred, leased, assigned or disposed of (except to an affiliate of Cox), including but not limited to, by forced or voluntary sale, merger, consolidation, receivership or other means without the prior written consent of the City, and then only under such conditions as the City may establish. Such consent as required by the City shall not, however, be unreasonably withheld.

(E)   In consideration of the faithful performance and observance of the conditions, reservations and regulations herein specified, a non-exclusive Franchise is hereby granted to Cox, its permitted successors and assigns to erect, maintain, and operate transmission and distribution facilities and additions thereto in, under, over, along, across and upon the streets, lanes, avenues, sidewalks, alleys, bridges and other public places within the City and subsequent additions thereto for the purpose of producing, receiving, amplifying, and transmitting by coaxial cable, fiber optics, microwave or other means, audio and/or audio/visual electrical impulses of television, radio and other intelligences, either analog or digital, including, but not limited to, Cable Service pursuant to the Cable Act for sale to the inhabitants and businesses of the City in accordance with the laws and regulations of the United States of America and State of Oklahoma and the ordinances and regulations of the City, for a period of ten (10) years from and after the effective date of this Franchise.

3.   Obligations of Cox:
(A)   During the term of this Agreement, Cox shall pay to City a fee equal to 5% of the gross revenues of Cox and its affiliates collected from each subscriber to Cox's Cable Services product, and 5% of the portion of gross revenues from advertising which are defined in subsection 3(A)(3), below; the fee ("Franchise Fee") may be identified and passed through on any subscriber bill by Cox, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter.

(1)   For purposes of this Agreement, gross revenues are limited to the following:
(i)   recurring charges for Cable Services;
(ii)   event-based charges for Cable Services, including but not limited to pay-per-view and video-on-demand charges;
(iii)   rental of set top boxes and other Cable Services equipment;
(iv)   service charges related to the provision of Cable Services, including, but not limited to, activation, installation, and repair; and
(v)   administrative charges related to the provision of Cable Services, including, but not limited to, service order and service termination charges;
(vi)   amounts billed to Cable Services subscribers to recover the Franchise Fee authorized by this section.

(2)   For purposes of this Agreement, gross revenues do not include:
(i)   Uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
(ii)   late payment fees;
(iii)   revenues from contracts for in-home maintenance service unless they relate solely to maintenance on equipment used only for the provisioning of Cable Services and not for the provisioning of any other service provided by Cox or its affiliates;

(iv)   amounts billed to Cable Services subscribers to recover taxes, fees or surcharges imposed upon Cable Services subscribers in connection with the provision of Cable Services, other than the Franchise Fee authorized by this section;

(v)   revenue from the sale of capital assets or surplus equipment; or

(vi)   charges, other than those described in subsection (1), that are aggregated or bundled with amounts billed to Cable Services subscribers.

(3)   "Gross Revenues" which are subject to the Franchise Fee paid by Cox additionally include a pro rata portion of all revenue collected by Cox pursuant to compensation arrangements for advertising (less any commissions Cox receives from any third parties for advertising) and home-shopping sales derived from the operation of Cox's Cable System within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(4)   Bundling discounts shall be apportioned fairly among video and other services. Cox shall not apportion revenue in such a manner as to avoid the Franchise Fee.

(5)   In the event that any other video services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any arrangement with City during the term of this Agreement whereby it is required or allowed to pay a fee to the City that is similar to the Franchise Fee described herein, City shall allow Cox to substitute the definition of "gross revenue" set forth in that agreement or arrangement for the definition of "gross revenue" set forth in this Agreement immediately upon request of Cox.

(6)   In the event that any other municipality enters into any agreement or makes any arrangement with Cox during the term of this Agreement whereby Cox is required or allowed to pay a fee to the City that is similar to the Franchise Fee described herein, Cox shall allow City to substitute the definition of "gross revenue" set forth in that agreement or arrangement for the definition of "gross revenue" set forth in this Agreement upon the written request of the City Council, and that Cox shall be afforded at least ninety (90) days to implement the change.

(7)   Cox will grant the City the right to conduct reasonable audits to assure that the Franchise Fee has been properly calculated.

(B)   Cox and City agree that the Franchise Fee shall be in lieu of all other concessions, charges, excises, permit, license, privilege, permit fees, taxes, or assessments *except* sales taxes, personal or real property taxes, and ad valorem taxes.

(C)   Cox shall comply with the federal Emergency Alert System regulations (47 C.F.R. Part 11).

(D)   The parties agree to consult in the event that, after execution of this Agreement, any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or Company, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either party, within thirty (30) days of receipt of the ruling, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the parties mutually may agree. Where the effect of a finding is a modification, the parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either party to terminate the Agreement on the provision of thirty (30) days' written notice.

In addition to the termination rights set forth above, Cox shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days notice to the City, if (i) state or federal law changes in a manner that would allow Cox to opt into Franchise requirements that are, in Cox's sole judgment, more beneficial than those contained herein; or (ii) another provider of video services is permitted, through a City authorization or otherwise, to use the public rights-of-way to provide video services on terms that are, in Cox's sole judgment, more beneficial than those contained herein.

(E)   Cox shall determine, in its sole discretion where in the City its facilities shall be constructed, operated, maintained, repaired and upgraded to provide, and where in the City to provide its Cable Services.

(F)   Cox shall maintain in full force and effect, at no cost and expense to the City, during the term of this Agreement, commercial general liability insurance in the amount of $1,000,000 combined single limit for bodily injury, and property damage. The City shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the City. Upon written request, Cox shall provide a certificate of insurance showing evidence of coverage required by this Section.

(G) The Grantee agrees to indemnify, save and hold harmless, and defend the City, its officers agents and employees, from and against any and all liability for damage and for any liability or claim resulting from property damage or bodily injury (including accidental death) which arise out of the Grantee's construction, operation maintenance of its Cable System, or damages arising out of any provisions or requirement of this agreement or its enforcement, including but not limited to, reasonable attorney's fees and costs.

4.   Obligations of City. City will not attempt to nor subject the provision of Cox's Cable Service to regulation under any provision of the City's cable television or

broadband telecommunications Franchise ordinance or similar ordinance(s) that are inconsistent with or more burdensome than those contained herein. In addition:

(A) City agrees to subject the construction and installation of the facilities that will be used in whole or in part to provide Cox's Cable Service to the same process and review as it subjects the installation and construction of traditional telecommunications infrastructure;

(B) City agrees not to unreasonably block, restrict, or limit the construction and installation of facilities that will be used in whole or in part to provide Cox's Cable Service;

(C) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with placement of communications or transmission facilities of any kind in a timely and prompt manner;

(D) Cox represents and claims that its Cable Service is a "cable service" under federal law and will comply with all obligations imposed by federal law on cable operators. This Agreement shall not apply to any service Cox provides that is not a "cable service" as such service is defined under federal law.

5.   Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

6.   Entire Agreement. This Agreement constitutes the entire agreement between City and Cox with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and Cox regarding the subject matter hereof.

7.   Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

8.   Miscellaneous.

(A) Cox and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

(B) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

(C) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations

of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

(D) This Agreement shall not be exclusive and the City expressly reserves the right to enter into similar agreements with any other company offering the same or similar video services at any time.

(E) The geographic area covered by this Agreement shall be the incorporated limits of the City of Pryor Creek, Oklahoma, as such area now exists or may be modified in the future by annexation or deannexation.

(F) The parties agree that either Mayes County District Court (12th Judicial District) or the United States District Court for the Northern District of Oklahoma shall be the sole and exclusive forum for any judiciable disputes concerning this Agreement.

9.   Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective principals, managers, governing body members, offices, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

10.   Definitions.   The following words, terms and phrases, when used in this Agreement, shall have the meanings ascribed to them in this section:

(A) "Cable Act" shall have the same meaning as contained in federal statutes, 47 U.S.C. §542 of the effective date of this Agreement.

(B) "Cable Service" shall have the same meaning as contained in federal statutes, 47 U.S.C. §542(6) on the effective date of this Agreement.

(C) "Cable System" shall have the same meaning as contained in federal statutes, 47 U.S.C. §542(7) on the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the _____ day of _____, 2020.

CoxCom, LLC.

_____
Name: Percy Kirk
Title: Senior Vice President, General Manager

APPROVED by the City Council of The City of Pryor Creek, Oklahoma, on the _____ day of _____, 2020.

_____
Larry Lees
MAYOR

ATTEST:

_____
Eva Smith
CITY CLERK

REVIEWED as to form and legality this _____ day of _____, 2020.

_____
CITY ATTORNEY

Councilors:

Mr. Ritchie is constructing a line-by-line explanatory document about how franchise agreements work according to current law and the agreement we have in place.

Respectfully,

Larry Lees

             Coats, Darla <coatsd@pryorcreek.org>

CoxCom Franchise Agreement

1 message

Kim Ritchie <kritchie@rrmalaw.com>   Wed, Dec 30, 2020 at 11:33 PM
To: leesl@pryorcreek.org, coatsd@pryorcreek.org

Mayor,

Please see the following information addressing the questions and comments I have received from council members.

I provide this to you in order for you to review and circulate to council members for preparation on the matter

If there are further questions I need to look into please get them to me

In the telecommunications and cable industry the Federal Government has preempted state law and it is Federal Law that we follow.

47 USCS § 541(a)(1) provides in part: ...a franchising authority may not grant an exclusive franchise and may not unreasonably refuse to award an additional competitive franchise.

Councilman Tramel Notes: (The numbers appearing correspond to the paragraph numbers in the CoxCom Agreement upon which the issue was raised)
1. Term of Agreement.
Councilman suggests 7 year term instead of 10 year term.
Response: Industry maximum terms of agreements range from 10-15 years in length. (U.S. House Representative Report No. 98-934 (1984 Hearings on Federal Cable Communications Policy Act -"CPA") . Regardless of length of the term, Section 626 of the CPA provides cable operators are entitled to a renewal of their franchise so long as they meet the 4 criteria specified in the CPA. Those 4 items are 1. substantial compliance with franchise agreement 2. service, quality, responsiveness to consumer and billing practices reasonable 3. operator financial, legal and technical ability to provide services and 4. operator's proposal reasonable to meet community needs and interests considering cost of meeting needs and interests. Renewal is virtually a given with most providers. Additionally, where multiple franchisees exist if one franchisee agreement contains provisions which are more advantageous than the other's the terms of the franchisee's agreement may be modified to place them on equal status with respect to the term. (Fed Law and State 11 O.S. 22-107.1) I believe the vyve agreement has a 10 year term but at time of writing this I don't have a copy of the vyve agreement available. This needs to be reviewed.

Councilman requests that language be changed requiring parties to enter into negotiations for renewal 1 year from date of council approval. If the term is changed to 7 years that would mean the parties start negotiating for renewal 6 years before the franchise term expires. If 10 years, then negotiations would start 9 years prior to end of the term. Current language simply indicates the parties will enter into negotiations for renewal prior to expiration of the term. Entering negotiations for renewal 6 to 9 years prior to expiration seems far too early to me.

3.A.5 on pg. 3
Councilman suggests change of from "shall" to "may" and requests time period language inserted for request for modification of terms.

This provision has to do the federal requirement for a level competitive market. It is dealing with the provision of law that indicates if another provider receives a franchise agreement from the city that has a more advantageous provision that the current franchise then the current franchise holder may have its agreement modified to match the other franchise holder's agreement on that provision. We cannot change the language from "shall" to "may". That is the law. City may not deny the request if this occurs. Believe that language could be inserted allowing 90 days to effect the change.

3.A.6 on pg. 3
Councilman suggests to strike the paragraph.

This paragraph is the flip of the previous. If Cox makes an agreement with another municipality that is more advantageous to the city on the issue then this gives the city the opportunity to have the agreement modified so that the city receives the benefit of the more advantageous provision. 90 days to effect the change. Recommend we leave it in.

3.7.D second paragraph pg. 4
Councilman suggests removal of "sole Judgement" on part of Cox. Councilman's suggestion is well taken. Can request change if council desires.

3.7.E pg. 4
Councilman suggests change to indicate City may determine where Cox puts its facilities and where to provide services.

Language from the CPA is:
(2) Any franchise shall be construed to authorize the construction of a cable system over public rights-of-way, and through easements, which is within the area to be served by the cable system and which have been dedicated for compatible uses, except that in using such easements the cable operator shall ensure—
(A) that the safety, functioning, and appearance of the property and the convenience and safety of other persons not be adversely affected by the installation or construction of facilities necessary for a cable system;
(B) that the cost of the installation, construction, operation, or removal of such facilities be borne by the cable operator or subscriber, or a combination of both; and
(C) that the owner of the property be justly compensated by the cable operator for any damages caused by the installation, construction, operation, or removal of such facilities by the cable operator.

The area in which the franchise is granted can be defined by the parties in the agreement. within that area the franchisee can use the streets and alleys.

paragraph 5 pg. 5
Councilman requests to insert and "Approved by City Council" at end. All contracts have to be approved by the council and signed by the mayor. we can specify that if it is the council's pleasure.

paragraph 8.E pg. 6
Councilman suggests specifying the geographic area if it is being limited to the District. That can be done.

Councilman's notes:
- charter sec 79 says no franchise can be renewed before 5 years prior to its expiration. requests it be put in agreement. that is fine.
- charter sec 75 asks do we need an ordinance to enter into the franchise agreement. answer is no. franchises may be entered into by ordinance or agreement.
- charter sec 78 says franchise cannot be transferred or assigned. asks this be put in agreement. that is fine.
- charter sec 82 indicates matters can be inserted in the franchise agreement that are not specifically stated in the charter provisions. councilman requests this provision be added to agreement. that would not be appropriate. if there are specific things to be added to the agreement we can do that.
Last note of councilman references having cox designate a place for payment and local phone number for communications. we can ask for this and try to work something out if necessary.

Choya email:
language on public adequate notice is boiler plate. Unimportant.

We passed this so that MUB could have input. I have not heard from them. City streets and alleys belong to the city and that is what is authorized to be used by the franchise agreement. Believe it good to get input from MUB but they are actually not a necessary party.

The franchise allows them to use city streets and easements. City does not go get any new easements for them. If they need easements from someone for some reason it is up to them to get them and pay for them.

Obligations of Cox
paragraph 5, pg. 5 I am not following the comment about existing businesses being grandfathered in. Need some clarification before I can address that

7.B and 2.C apparent conflict: No conflict. 2.c requires they comply with permits and requirements for installation. 7.B This indicates the franchise fee is the compensation. Note: This raises an interesting question in Pryor. The utility system in Pryor is a department of the City. By Charter it is the Municipal Utility Department. MUB is the Municipal Utility Board. The Board is merely the body that has authority over the Department. Neither MUB nor MUD are separate legal entities from the City. It is not a public trust or corporation or anything else. It is according to the terms of the charter and law, a department of the city. If MUB intends to charge something for attaching to poles then we need to visit about that because Franchise Fees are supposed to be what covers the use of public property.

7.E indicating mub should be involved in decisions for placement of any lines. 2.c requires this. So they have to get clearance for their facilities.

The area of the franchise can be defined if that is what Cox is really intending to do. However, if they are requesting a city wide franchise please refer to the federal law mentioned at the very beginning of this email.

K. Ellis Ritchie
Attorney & Managing Partner
Ritchie, Rock, McBride & Atwood Law Firm

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M **Gmail**   **Coats, Darla <coatsd@pryorcreek.org>**

FW: Cox Agreement

2 messages

Jared Crisp <crispj@pryorcreek.org>   Tue, Dec 29, 2020 at 8:38 AM
To: Larry Lees <leesl@pryorcreek.org>, Darla Coats <coatsd@pryorcreek.org>, tramelj@pryorcreek.org
Cc: jimmytramel@gmail.com

All – Please see below comments from MUB's attorney.

If those comments are incorporated, MUB would not have an issue with Cox's Agreement.

Thanks,

Jared Crisp, P.E.

General Manager

Municipal Utility Board – City of Pryor

Phone: 918-825-2100

Fax: 918-825-1134

From: Ben Sherrer [mailto:ben@bensherrer.com]
Sent: Tuesday, December 22, 2020 9:01 AM
To: Jared Crisp <crispj@pryorcreek.org>
Subject: Cox Agreement

Jared:

In response to your inquiry concerning the Cox Agreement:

1) You asked if MUB needed to be identified in paragraph two. Subparagraph 2B refers to ". . . any other . . . department, or board of the

City." Though that language is probably broad enough to be inclusive of MUB, because MUB is a stand alone creation in the Charter I suggest we ask for an additional phrase at the end of the sentence, ", including the City of Pryor Creek Municipal Utility Board."

2) You inquired about paragraph 3B related to Cox's discretion as to where "its facilities shall be constructed, operated, maintained, repaired. . . ." In my opinion that is language that speaks to Cox's business decision as to the nature and extent of its system build-out in Pryor (i.e., whether it would seek to bring services into the heart of Pryor or would only stay in the Southern development area). I would like to ask consideration of an additional sentence: "Provided, such action by Cox shall not interfere with facilities installed, operated and maintained by the City of Pryor Creek Municipal Utility Board." - or something to that effect.

On a side note, I was wondering how this Franchise could be approved by the Council only given the Charter Section 71 language but that is outside the scope of our review.

If you have any other questions let me know.

Sincerely,

Ben

Coats, Darla <coatsd@pryorcreek.org>   Thu, Dec 31, 2020 at 9:46 AM
To: Kim Ritchie <kritchie@rrmalaw.com>
Cc: "Lees, Larry" <leesl@pryorcreek.org>

These are the comments from MUB regarding the Cox Franchise Agreement - I apologize. I thought you were included in the original email.
[Quoted text hidden]

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Thank you and have a blessed day!

Darla Coats
City of Pryor Creek
Office of the Mayor
12 N. Rowe St, Suite B
PO Box 1167
Pryor Creek, OK 74362

P: 918-825-4077
F: 918-825-6577

Offices will be closed on January 1st. Happy New Year!

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 9, CHAPTER 5, SECTIONS 1 AND 2 REGARDING ADOPTION OF THE 2015 INTERNATIONAL RESIDENTIAL CODE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, THE CITY COUNCIL FINDS IT IS IN THE BEST INTEREST OF THE PUBLIC TO MAINTAIN ITS BUILDING CODES IN A STATE OF UPDATED COMPLIANCE WITH UNIFORM CODES AS ADOPTED BY THE STATE AND OTHER MUNICIPAL JURISDICTIONS IN THE STATE, AND

WHEREAS, THE CURRENTLY ADOPTED INTERNATIONAL RESIDENTIAL CODE OF THE CITY OF PRYOR CREEK IS OUT OF DATE, SAME BEING THE 2009 IRC, AND

WHEREAS, THE CURRENT VERSION OF THE IRC ADOPTED AT STATE AND LOCAL LEVELS IS THE 2015 VERSION.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 9, Chapter 5, Sections 1 and 2 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, are hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

9-5-1: ADOPTION OF RESIDENTIAL CODE:

A certain document, four (4) copies of which are on file, one each, in the offices of the city clerk, fire chief, building inspector, and public library of the city of Pryor Creek, being marked and designated as the international residential code, ~~2009~~ 2015 edition, as published by the International Code Council (ICC), as amended and revised by the Oklahoma uniform building code commission (OUBCC), be and is hereby adopted as the residential code of the city of Pryor Creek, in the state of Oklahoma for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three (3) stories in height with separate means of egress as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said residential code on file in the offices of the city of Pryor Creek are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in section 9-5-2 of this chapter.

9-5-2: ADDITIONS, INSERTIONS AND CHANGES:

The following sections of the IRC are hereby revised:

Section R101.1. Insert: City of Pryor Creek.

Table R301.2(1). Insert: Design criteria.

Section ~~P2603.6.1~~ <u>P2603.5.1</u> Insert: Six inches (6"); twelve inches (12").

SECTION 2.   **REPEALER**.
All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3   **SEVERABILITY**.
If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ___ day of _____, 2020

_____
ATTEST: **LARRY LEES, MAYOR**

_____
EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

_____
K. ELLIS RITCHIE
Dated: _____, 2020

ORDINANCE NO. 2020-_____

AN ORDINANCE CHANGING AND AMENDING ZONING CLASSIFICATION FROM "RS" (Residential Single) TO "RD" (Residential Two-Family Duplex) OF PROPERTY DESCRIBED AS FOLLOWS:

Two tracts of land situated in Lot 20, Block 3 of the PIERRE CHOUTEAU ADDITION to the City of PRYOR CREEK, Mayes County, State of Oklahoma, according to the official Survey and Plat filed thereof, and being more particularly described as follows, to-wit:

Tract 1: Beginning at a point on the South Line of said Lot 20, Block 3, said point being 100.00 feet Northeasterly of the Southwest Corner of the East 100.00 feet of the West 140.00 feet of said Lot 20; Thence Northeasterly along said Southerly Lot Line a distance of 12.53 feet; Thence Northwesterly for a distance of 97.94 feet to a point on the Northerly Line of said Lot 20; Thence Northwesterly along the Northerly Line of said Lot 20 a distance of 7.62 feet; Thence Southerly for a distance of 99.35 feet to the point of beginning.

Tract 2: The Easterly 100 feet of the Westerly 140 feet of said Lot 20, Block 3, more particularly described as: Beginning at a point on the North Line of said Lot 20 a distance of 40.15 feet Easterly of the Northwest Corner of said Lot 20; Thence South 86° 08.015' East along the Northerly Line of said Lot 20 a distance of 100 feet; Thence South 0° 00.5' West parallel with the Westerly Line of said Lot 20 a distance of 99.14 feet to a point on the Southerly Line of said Lot 20; Thence South 84° 35.515' West along said Southerly Line a distance of 100 feet to a point 40.15 feet Easterly of the Southwest Corner of said Lot 20; Thence North 0° 00.5' East a distance of 115.45 feet to the point of beginning.

WHEREAS, the record owners of the above described property made application to the City by proper application for rezoning of the aforesaid property seeking the rezoning of the property from its current designation of Residential Single (RS) to Residential Two-Family Duplex "RD"; and

WHEREAS, the application was subsequently heard and considered by the Planning and Zoning Commission for said City resulting in a recommendation by the Planning and Zoning Commission to the City Council for approval of said application of the landowner; and

WHEREAS, the matter came before the City Council for the City of Pryor Creek with recommendation for approval by the Planning and Zoning Commission and the Council being advised in the premises found that the requested change and amendment of zoning from "RS" to "RD" would not be inharmonious with other property uses in the immediate vicinity, the change would have no apparent adverse impact on the public health, safety, morale and general welfare of the community and that the change would be consistent with the Comprehensive Plan for the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PRYOR CREEK, OKLAHOMA THAT:

SECTION 1:

The zoning classification of the property described as follows is hereby changed and amended and rezoned from Residential Single (RS) to Residential Two-Family Duplex "RD" under the Zoning Code of the said City, to-wit:

Two tracts of land situated in Lot 20, Block 3 of the PIERRE CHOUTEAU ADDITION to the City of PRYOR CREEK, Mayes County, State of Oklahoma, according to the official Survey and Plat filed thereof, and being more particularly described as follows, to-wit:

Tract 1: Beginning at a point on the South Line of said Lot 20, Block 3, said point being 100.00 feet Northeasterly of the Southwest Corner of the East 100.00 feet of the West 140.00 feet of said Lot 20; Thence Northeasterly along said Southerly Lot Line a distance of 12.53 feet; Thence Northwesterly for a distance of 97.94 feet to a point on the Northerly Line of said Lot 20; Thence Northwesterly along the Northerly Line of said Lot 20 a distance of 7.62 feet; Thence Southerly for a distance of 99.35 feet to the point of beginning.

Tract 2: The Easterly 100 feet of the Westerly 140 feet of said Lot 20, Block 3, more particularly described as: Beginning at a point on the North Line of said Lot 20 a distance of 40.15 feet Easterly of the Northwest Corner of said Lot 20; Thence South 86° 08.015' East along the Northerly Line of said Lot 20 a distance of 100 feet; Thence South 0° 00.5' West parallel with the Westerly Line of said Lot 20 a distance of 99.14 feet to a point on the Southerly Line of said Lot 20; Thence South 84° 35.515' West along said Southerly Line a distance of 100 feet to a point 40.15 feet Easterly of the Southwest Corner of said Lot 20; Thence North 0° 00.5' East a distance of 115.45 feet to the point of beginning.

SECTION 2:

That upon passage and publication of this ordinance amending and changing the zoning classification of the afore described property the official zoning map of the City of Pryor Creek be amended to reflect the amended zoning of the said property from "RS" to "RD".

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this _____ day of _____, 2020

<div style="text-align:right">

CITY OF PRYOR CREEK, OKLAHOMA

_____
Larry Lees, Mayor

</div>

ATTEST:

_____
Eva Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Kim Ritchie, City Attorney
Dated:_____

ORDINANCE NO. 2020-_____

AN ORDINANCE CHANGING AND AMENDING ZONING CLASSIFICATION FROM "RD" (Residential Two-Family Duplex) TO "CAR" (Commercial Automotive and Recreation) OF PROPERTY DESCRIBED AS FOLLOWS:

A tract of land situated in the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW¼NE¼NW¼) of Section Seventeen (17), Township Twenty-one (21) North, Range Nineteen (19) East of the Indian Base and Meridian in Pryor Creek, Mayes County, State of Oklahoma and more particularly described as follows, to-wit: Beginning at a point on the South Right-of-Way of State Highway No. 20 and the East Line of said SW¼NE¼NW¼, 50.94 feet South of the Northeast Corner thereof; Thence South 01°37'42" East for a distance of 106.56 feet and along said East Line to a point on the North Line of the HIRZEL ADDITION to the City of PRYOR CREEK; Thence South 88° 12' 35" West for a distance of 475.39 feet and along said North Line; Thence North 01° 37' 02" West for a distance of 141.03 feet to a point on said South Right-of-Way; Thence North 87° 37' 45" East for a distance of 204.29 feet and along said Right-of-Way; Thence along a curve to the right having a radius of 2,242.53 feet and an arc length of 273.61 feet, being subtended by a chord of South 84° 06' 40" East for a distance of 273.45 feet and along said Right-of-Way to the point of beginning, LESS AND EXCEPT Tract 2, a tract of land situated in the SW/4 of the NE/4 of the NW/4 of Section 17, Township 21 North, Range 19 East of the Indian Base and Meridian in Pryor Creek, Mayes County, Oklahoma and more particularly described as follow to-wit:
Commencing at the Northeast Corner of said SW/4 of the NE/4 of the NW/4.
THENCE South 01 degrees 37 minutes 42 seconds East for a distance of 157.51 feet and along the East Line of said SW/4 of the NE/4 of the NW/4 to a point on the North Line of the HIRZEL ADDITION to the City of Pryor Creek;
THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 391.39 feet to the point of beginning.
THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 84.00 feet and along said North line;
THENCE North 01 degrees 37 minutes 02 seconds West for a distance of 141.03 feet to a point on the South Right-of-Way of State Highway No. 20;
THENCE North 87 degrees 37 minutes 45 seconds East for a distance of 84.00 feet and along said right-of-way;
THENCE South 01 degrees 37 minutes 12 seconds East for a distance of 141.88 feet to the point of beginning. This legal description was prepared by G. Michael Finnell, P.L.S. #1107, on 9/30/2016.
Together with and subject to covenants, easements, and restrictions of record.
Said property contains 0.2728 acres more or less.

WHEREAS, the record owners of the above described property made application to the City by proper application for rezoning of the aforesaid property seeking the rezoning of the property from its current designation of Residential Two-Family Duplex (RD) to Commercial Automotive and Recreational (CAR); and

WHEREAS, the application was subsequently heard and considered by the Planning and Zoning Commission for said City resulting in a recommendation by the Planning and Zoning Commission to the City Council for approval of said application of the landowner; and

WHEREAS, the matter came before the City Council for the City of Pryor Creek with recommendation for approval by the Planning and Zoning Commission and the Council being advised in the premises found that the requested change and amendment of zoning from "RD" to "CAR" would not be inharmonious with other property uses in the immediate vicinity, the change would have no apparent adverse impact on the public health, safety, morale and general welfare of the community and that the change would be consistent with the Comprehensive Plan for the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PRYOR CREEK, OKLAHOMA THAT:

<u>SECTION 1:</u>
The zoning classification of the property described as follows is hereby changed and amended and rezoned from Residential Two-Family Duplex (RD) to Commercial Automotive and Recreational (CAR) under the Zoning Code of the said City, to-wit:

A tract of land situated in the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW¼NE¼NW¼) of Section Seventeen (17), Township Twenty-one (21) North, Range Nineteen (19) East of the Indian Base and Meridian in Pryor Creek, Mayes County, State of Oklahoma and more particularly described as follows, to-wit: Beginning at a point on the South Right-of-Way of State Highway No. 20 and the East Line of said SW¼NE¼NW¼, 50.94 feet South of the Northeast Corner thereof; Thence South 01°37'42" East for a distance of 106.56 feet and along said East Line to a point on the North Line of the HIRZEL ADDITION to the City of PRYOR CREEK; Thence South 88° 12' 35" West for a distance of 475.39 feet and along said North Line; Thence North 01° 37' 02" West for a distance of 141.03 feet to a point on said South Right-of-Way; Thence North 87° 37' 45" East for a distance of 204.29 feet and along said Right-of-Way; Thence along a curve to the right having a radius of 2,242.53 feet and an arc length of 273.61 feet, being subtended by a chord of South 84° 06' 40" East for a distance of 273.45 feet and along said Right-of-Way to the point of beginning, LESS AND EXCEPT Tract 2, a tract of land situated in the SW/4 of the NE/4 of the NW/4 of Section 17, Township 21 North, Range 19 East of the Indian Base and Meridian in Pryor Creek, Mayes County, Oklahoma and more particularly described as follow to-wit:
Commencing at the Northeast Corner of said SW/4 of the NE/4 of the NW/4.
THENCE South 01 degrees 37 minutes 42 seconds East for a distance of 157.51 feet and along the East Line of said SW/4 of the NE/4 of the NW/4 to a point on the North Line of the HIRZEL ADDITION to the City of Pryor Creek;
THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 391.39 feet to the point of beginning.
THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 84.00 feet and along said North line;

THENCE North 01 degrees 37 minutes 02 seconds West for a distance of 141.03 feet to a point on the South Right-of-Way of State Highway No. 20;
THENCE North 87 degrees 37 minutes 45 seconds East for a distance of 84.00 feet and along said right-of-way;
THENCE South 01 degrees 37 minutes 12 seconds East for a distance of 141.88 feet to the point of beginning. This legal description was prepared by G. Michael Finnell, P.L.S. #1107, on 9/30/2016.
Together with and subject to covenants, easements, and restrictions of record.
Said property contains 0.2728 acres more or less.

SECTION 2:
That upon passage and publication of this ordinance amending and changing the zoning classification of the afore described property the official zoning map of the City of Pryor Creek be amended to reflect the amended zoning of the said property from "RD" to "CAR".

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this _____ day of _____, 2020

CITY OF PRYOR CREEK, OKLAHOMA

_____
Larry Lees, Mayor

ATTEST:

_____
Eva Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Kim Ritchie, City Attorney
Dated:_____

The City Council of the City of Pryor Creek, Oklahoma met in regular session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. This meeting was followed immediately by a meeting of the Pryor Public Works Authority. Notice of these meetings was posted on the East bulletin board located outside to the South of the entrance doors and the City website at www.pryorcreek.org. Notice was also e-mailed to The Paper newspaper and e-mailed to the Council members.

1. CALL TO ORDER, PRAYER, PLEDGE OF ALLEGIANCE, ROLL CALL.

Mayor Lees called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Mayor Lees. Roll Call was conducted by Deputy Clerk Darla Coats. Council members present included: Jon Ketcher, Choya Shropshire, Steve Smith, Randy Chitwood, Briana Brakefield, Jimmy Tramel and Yolanda Thompson. Members absent: Dennis Nance.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Police Chief Dennis Nichols, Fire Chief BK Young, Emergency Management Director Johnny Janzen, Golf Course Superintendent Dennis Bowman, Library Director Cari Rerat, Building Inspector Kenneth Young, Recreation Center Director Jessica Long.

Others present: Police Captain Kevin Tramel, Police Officer Dustin VanHorn, City Engineer Steve Powell, Park Board Chairman Bill Kannegiesser, Library Board Chairman Jeanette Anderson, City Accountant Jeff Kolker, Fiber Interactive Technologies representatives Chris Calvert and Bart Heins, CMS Willowbrook representatives Bryan Miles and Adam Garrett, Vyve representative Trinity Norman, Katie Pilmaier, Leslie Elkins, Jim Hawkins, Terry Aylward and Kemmie Shropshire.

2. PETITIONS FROM THE AUDIENCE. (LIMITED TO 5 MINUTES, MUST REQUEST IN ADVANCE.)
Mr. Leslie Elkins spoke regarding a possible mask mandate, stating our country has fought for freedom and this would be against the Constitution of the United States.

3. DEPARTMENT HEAD REPORTS IF NEEDED.
a. Building Inspector
Young reported that things are going pretty smoothly as they continue to use contract inspectors. He stated that he is in the office to assist in answering questions.

b. Emergency Management
Janzen reported that they have been working on the NIMS reporting, which makes Pryor eligible for grants. He presented Mayor with a certificate showing completion of the reporting, which will be needed anytime they apply for new grants. Mayor thanked him for all of his hard work. Janzen stated that the next big undertaking is preparing for the COVID-19 vaccine, which should be arriving in the county in the next week or so. They will go forward with getting pricing on the machine that makes the disinfecting solution and bring it to Council.

c. Fire
Young reported that they have had a little spike in calls, but that is very normal this time of year.

d. Golf
Bowman had no report.

e. Library
Rerat provided a statistics sheet.

f. Parks / Cemetery
No report. Mayor reported that Frank's mother passed away last night.

g. Police
Chief Nichols had no report, but he handed out a statistics sheet.

h. Recreation Center
Long reported that they have asked Donald Ducummon to build a partition around their front desk. They have decided to close the Recreation Center on Christmas Eve. She also reported that they applied for and received

an O.D. Mayor Grant for flower beds. She showed off the new hoodie with the Recreation Center logo and stated they are for sale for $25.00.

i. Street

No report.

4. MAYOR'S REPORT:
a. CARES Reimbursement Account Report with discussion.
Mayor Lees reported that there is no new update since last Council meeting.

b. Discussion and possible action regarding granting approval to CMS Willowbrook to seek bids for demolition of the old Homeland building, including all structures and paving in preparation for construction of the proposed Police and Fire Emergency Center.
Motion was made by Shropshire, second by Ketcher to approve CMS Willowbrook to seek bids for demolition of the old Homeland building, including all structures and paving in preparation for construction of the proposed Police and Fire Emergency Center. Mr. Miles stated that the estimated cost for demolition and abatement is $145,000.00. Voting yes: Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel, Thompson. Voting no: none.

c. Discussion and possible action regarding granting approval to CMS Willowbrook to seek bids for construction of the proposed Police and Fire Emergency Center and the Library Expansion as proposed via the most recent estimates and the most recent plans and construction documents.
Motion was made by Ketcher, second by Smith to approve CMS Willowbrook to seek bids for construction of the proposed Police and Fire Emergency Center and the Library Expansion as proposed via the most recent estimates and the most recent plans and construction documents. Voting yes: Shropshire, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

d. Jeff Kolker Report of 2020 – 2021 Capital Outlay budget.
No action. Mr. Kolker reported on the 2020-2021 Capital Outlay budget. He stated that several changes were made at the last minute and there was a line item added that did not get included in the final total. He has determined that Capital Outlay came in approximately $185,000.00 over budget, so some adjustments will need to be made from elsewhere in the budget to make up for that. Mayor Lees reported that he has been working to determine where this money can be adjusted. He provided reports to show accounts that can be used for these adjustments.

Mayor moved to the Addendum.

ADDENDUM
CITY COUNCIL MEETING
TUESDAY, DECEMBER 15TH, 2020 AT 6:00 P.M.

1. Discussion and possible action regarding audit agreement with Hood and Associates for fiscal year ending June 30th, 2020 in the amount of $15,500.00.
Motion was made by Tramel, second by Smith to approve audit agreement with Hood and Associates for fiscal year ending June 30th, 2020 in the amount of $15,500.00. Mayor stated that this will be paid from General Outside Services – Auditor Account #02-201-5072. Voting yes: Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

Mayor moved back to regular agenda, Item 5.

5. CITY ATTORNEY'S REPORT:
a. Discussion and possible action for passage of a Resolution of the City Council calling for the wearing of Face Masks or Shields in indoor public spaces and continued efforts of social distancing.
Motion was made by Shropshire, second by Thompson to approve Resolution #2020 – 12 of the City Council calling for the wearing of Face Masks or Shields in indoor public spaces and continued efforts of social distancing. Mr. Ritchie read the resolution and made it clear that this is not a mandate or a law. Thompson stated that she has heard from a number of citizens on both sides of this issue, and the business owners are very much in favor of a mandate, so that they can enforce masks in their businesses with City back-up. Ketcher stated that citizens should show respect for businesses and do as they are asked when entering or take their business elsewhere. Voting yes: Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Smith. Voting no: none.

b. First reading of an ordinance amending Title 9, Chapter 5 Sections 1 and 2 regarding adoption of 2015 International Residential Code.

Motion was made by Chitwood, second by Brakefield to waive the first reading of an ordinance amending Title 9, Chapter 5 Sections 1 and 2 regarding adoption of 2015 International Residential Code. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Smith, Chitwood. Voting no: none.

c. First reading of an ordinance regarding a zoning change from RS (Residential Single) to RD (Residential Duplex) for the property in the City of Pryor, to-wit: Two tracts of land situated in Lot 20, Block 3 of the PIERRE CHOUTEAU ADDITION to the City of PRYOR CREEK, Mayes County, State of Oklahoma, according to the official Survey and Plat filed thereof, and being more particularly described as follows, to-wit:
Tract 1: Beginning at a point on the South Line of said Lot 20, Block 3, said point being 100.00 feet Northeasterly of the Southwest Corner of the East 100.00 feet of the West 140.00 feet of said Lot 20; Thence Northeasterly along said Southerly Lot Line a distance of 12.53 feet; Thence Northwesterly for a distance of 97.94 feet to a point on the Northerly Line of said Lot 20; Thence Northwesterly along the Northerly Line of said Lot 20 a distance of 7.62 feet; Thence Southerly for a distance of 99.35 feet to the point of beginning.
Tract 2: The Easterly 100 feet of the Westerly 140 feet of said Lot 20, Block 3, more particularly described as: Beginning at a point on the North Line of said Lot 20 a distance of 40.15 feet Easterly of the Northwest Corner of said Lot 20; Thence South 86° 08.015' East along the Northerly Line of said Lot 20 a distance of 100 feet; Thence South 0° 00.5' West parallel with the Westerly Line of said Lot 20 a distance of 99.14 feet to a point on the Southerly Line of said Lot 20; Thence South 84° 35.515' West along said Southerly Line a distance of 100 feet to a point 40.15 feet Easterly of the Southwest Corner of said Lot 20; Thence North 0° 00.5' East a distance of 115.45 feet to the point of beginning.
Motion was made by Chitwood, second by Shropshire to waive first reading of an ordinance regarding a zoning change from RS (Residential Single) to RD (Residential Duplex) for the property in the City of Pryor, to-wit: Two tracts of land situated in Lot 20, Block 3 of the PIERRE CHOUTEAU ADDITION to the City of PRYOR CREEK, Mayes County, State of Oklahoma, according to the official Survey and Plat filed thereof, and being more particularly described as follows, to-wit:
  Tract 1: Beginning at a point on the South Line of said Lot 20, Block 3, said point being 100.00 feet Northeasterly of the Southwest Corner of the East 100.00 feet of the West 140.00 feet of said Lot 20; Thence Northeasterly along said Southerly Lot Line a distance of 12.53 feet; Thence Northwesterly for a distance of 97.94 feet to a point on the Northerly Line of said Lot 20; Thence Northwesterly along the Northerly Line of said Lot 20 a distance of 7.62 feet; Thence Southerly for a distance of 99.35 feet to the point of beginning.
  Tract 2: The Easterly 100 feet of the Westerly 140 feet of said Lot 20, Block 3, more particularly described as: Beginning at a point on the North Line of said Lot 20 a distance of 40.15 feet Easterly of the Northwest Corner of said Lot 20; Thence South 86° 08.015' East along the Northerly Line of said Lot 20 a distance of 100 feet; Thence South 0° 00.5' West parallel with the Westerly Line of said Lot 20 a distance of 99.14 feet to a point on the Southerly Line of said Lot 20; Thence South 84° 35.515' West along said Southerly Line a distance of 100 feet to a point 40.15 feet Easterly of the Southwest Corner of said Lot 20; Thence North 0° 00.5' East a distance of 115.45 feet to the point of beginning.
Voting yes: Tramel, Thompson, Ketcher, Shropshire, Smith, Chitwood, Brakefield. Voting no: none.

d. First reading of an ordinance regarding a zoning change from RD (Residential Duplex) to C/AR (Commercial / Automotive Recreation) Rezoning Applicant: Justin James with James Properties requested a zoning change for the property in the City of Pryor, to-wit: A tract of land situated in the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW¼NE¼NW¼) of Section Seventeen (17), Township Twenty-one (21) North, Range Nineteen (19) East of the Indian Base and Meridian in Pryor Creek, Mayes County, State of Oklahoma and more particularly described as follows, to-wit: Beginning at a point on the South Right-of-Way of State Highway No. 20 and the East Line of said SW¼NE¼NW¼, 50.94 feet South of the Northeast Corner thereof; Thence South 01°37'42" East for a distance of 106.56 feet and along said East Line to a point on the North Line of the HIRZEL ADDITION to the City of PRYOR CREEK; Thence South 88° 12' 35" West for a distance of 475.39 feet and along said North Line; Thence North 01° 37' 02" West for a distance of 141.03 feet to a point on said South Right-of-Way; Thence North 87° 37' 45" East for a distance of 204.29 feet and along said Right-of-Way; Thence along a curve to the right having a radius of 2,242.53 feet and an arc length of 273.61 feet, being subtended by a chord of South 84° 06' 40" East for a distance of 273.45 feet and along said Right-of-Way to the point of beginning, LESS AND EXCEPT Tract 2, a tract of land situated in the SW/4 of the NE/4 of the NW/4 of Section 17, Township 21 North, Range 19 East of the Indian Base and Meridian in Pryor Creek, Mayes County, Oklahoma and more particularly described as follow to-wit:
Commencing at the Northeast Corner of said SW/4 of the NE/4 of the NW/4.
THENCE South 01 degrees 37 minutes 42 seconds East for a distance of 157.51 feet and along the East Line of said SW/4 of the NE/4 of the NW/4 to a point on the North Line of the HIRZEL ADDITION to the City of Pryor Creek;

THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 391.39 feet to the point of beginning.
THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 84.00 feet and along said North line;
THENCE North 01 degrees 37 minutes 02 seconds West for a distance of 141.03 feet to a point on the South Right-of-Way of State Highway No. 20;
THENCE North 87 degrees 37 minutes 45 seconds East for a distance of 84.00 feet and along said right-of-way;
THENCE South 01 degrees 37 minutes 12 seconds East for a distance of 141.88 feet to the point of beginning. This legal description was prepared by G. Michael Finnell, P.L.S. #1107, on 9/30/2016. Together with and subject to covenants, easements, and restrictions of record.
Said property contains 0.2728 acres more or less.

Motion was made by Smith, second by Thompson to waive first reading of an ordinance regarding a zoning change from RD (Residential Duplex) to C/AR (Commercial / Automotive Recreation) Rezoning Applicant: Justin James with James Properties requested a zoning change for the property in the City of Pryor, to-wit: A tract of land situated in the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW¼NE¼NW¼) of Section Seventeen (17), Township Twenty-one (21) North, Range Nineteen (19) East of the Indian Base and Meridian in Pryor Creek, Mayes County, State of Oklahoma and more particularly described as follows, to-wit: Beginning at a point on the South Right-of-Way of State Highway No. 20 and the East Line of said SW¼NE¼NW¼, 50.94 feet South of the Northeast Corner thereof; Thence South 01°37'42" East for a distance of 106.56 feet and along said East Line to a point on the North Line of the HIRZEL ADDITION to the City of PRYOR CREEK; Thence South 88° 12' 35" West for a distance of 475.39 feet and along said North Line; Thence North 01° 37' 02" West for a distance of 141.03 feet to a point on said South Right-of-Way; Thence North 87° 37' 45" East for a distance of 204.29 feet and along said Right-of-Way; Thence along a curve to the right having a radius of 2,242.53 feet and an arc length of 273.61 feet, being subtended by a chord of South 84° 06' 40" East for a distance of 273.45 feet and along said Right-of-Way to the point of beginning, LESS AND EXCEPT Tract 2, a tract of land situated in the SW/4 of the NE/4 of the NW/4 of Section 17, Township 21 North, Range 19 East of the Indian Base and Meridian in Pryor Creek, Mayes County, Oklahoma and more particularly described as follow to-wit:

Commencing at the Northeast Corner of said SW/4 of the NE/4 of the NW/4.
THENCE South 01 degrees 37 minutes 42 seconds East for a distance of 157.51 feet and along the East Line of said SW/4 of the NE/4 of the NW/4 to a point on the North Line of the HIRZEL ADDITION to the City of Pryor Creek;
THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 391.39 feet to the point of beginning.
THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 84.00 feet and along said North line;
THENCE North 01 degrees 37 minutes 02 seconds West for a distance of 141.03 feet to a point on the South Right-of-Way of State Highway No. 20;
THENCE North 87 degrees 37 minutes 45 seconds East for a distance of 84.00 feet and along said right-of-way;
THENCE South 01 degrees 37 minutes 12 seconds East for a distance of 141.88 feet to the point of beginning. This legal description was prepared by G. Michael Finnell, P.L.S. #1107, on 9/30/2016. Together with and subject to covenants, easements, and restrictions of record.
Said property contains 0.2728 acres more or less.
Voting yes: Thompson, Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel. Voting no: none.

e. Second and final reading, discussion and possible action regarding an ordinance amending Title 6, Chapter 3, Section 6 of the City Code repealing paragraph A (2) eliminating the requirement for display of official inspection stickers on vehicles as recommended by the Ordinance / Insurance Committee.

Motion was made by Tramel, second by Thompson to waive the second and final reading and approve Ordinance #2020 - 14 amending Title 6, Chapter 3, Section 6 of the City Code repealing paragraph A (2) eliminating the requirement for display of official inspection stickers on vehicles as recommended by the Ordinance / Insurance Committee. Voting yes: Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel, Thompson. Voting no: none.

6. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.
(Items deemed non-controversial and routine in nature to be approved by one motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda.)
a. Approve minutes of the December 1st, 2020 Council meeting.
b. Approve payroll purchase orders through December 25th, 2020.
c. Approve claims for purchase orders through December 15th, 2020.

FUNDS	PURCHASE ORDER NUMBER	TOTALS
GENERAL	2020201430 - 2020201304	152,546.31

STREET & DRAINAGE	911199B - 2020201357	256,397.26
GOLF COURSE	2020201419 - 2020201416	3,233.71
CAPITAL OUTLAY	911173B - 2020201368	23,307.81
REAL PROPERTY ACQUIS.	2020201443 - 2020201423	19,623.20
RECREATION CENTER	2020201392 - 2020201435	16,820.66
DONATIONS AND EARMARKED	2020201358	1,884.27
	TOTAL	**473,813.22**

NO BLANKETS

d. Acknowledge receipt of deficient purchase orders.
   There were no deficient purchase orders.
e. Approve July Appropriation Requests.
f. Discussion and possible action regarding removing from the table Item 4.d. from the December 1st, 2020 City Council agenda.
g. Discussion and possible action regarding approval of the Notice of Award of the contract, "Drainage Improvements at Various Locations PRY 19-05," to Envision Civil Contractors, LLC in the amount of $291,072.60. Other bid received: MJM Construction & Application, LLC in the amount of $513,665.00. Engineer's estimate: $300,000.00.
h. Discussion and possible action regarding removing from the table Item 6.f. from the December 1st, 2020 City Council agenda.
i. Discussion and possible action regarding accepting bid from P&K Equipment for a John Deere Riding Fairway Mower at a cost of $59,877.72 from bids received. Other bids received: Professional Turf Products, L.P. in the amount of $66,289.40; Kansas Golf and Turf in the amount of $60,560.00 as recommended by the Pryor Creek Park Board.
j. Discussion and possible action regarding removing from the table Item 6.g. from the December 1st, 2020 City Council agenda.
k. Discussion and possible action regarding accepting bid from Professional Turf Products, L.P. for a Toro Greens Aerator in the amount of $35,698.00 as in the best interest of the City from bids received. Other bid received: P&K Equipment in the amount of $20,000.00 as recommended by the Pryor Creek Park Board.
l. Discussion and possible action regarding approval of purchase of a touch-screen panel for the new pump station from Pumps, Motors & Controls, Inc. in the amount of $3,146.86 from Golf Repair and Maintenance Account #41-415-5092, due to vandalism at the Pryor Creek Golf Course. Other quote received: TIGHE Industrial Solutions in the amount of $7,140.00. Receipt of an insurance claim award is pending.
m. Discussion and possible action regarding authorizing Mayor to sign franchise agreement with Coxcom, LLC.
n. Discussion and possible action regarding transfer of funds in the amount of $21,225.92 paid to Motorola Solutions Inc. from Police Repair and Maintenance Account #02-215-5091 to Police Equipment Capital Outlay Account #44-445-5424 regarding funds encumbered in the 2019-2020 fiscal year budget and paid out of the 2020 – 2021 fiscal year budget.
o. Discussion and possible action regarding hiring Katie R. Pilmaier for the budgeted part-time Library Assistant – Adult Services position at the Thomas J. Harrison Pryor Public Library effective December 16th, 2020. This position was approved at the October 20th, 2020 Council meeting.
p. Discussion and possible action regarding hiring Charlene G. Williams for the vacant part-time Library Assistant – Youth Services position at the Thomas J. Harrison Pryor Public Library effective December 16th, 2020. This position became vacant when Lillian Tucker was promoted to full-time.
q. Discussion and possible action regarding purchase of John Deere Z997R Zero Turn mower for the Pryor Creek Cemetery Department from John Deere & Company at State contract price of $19,409.38 after trade-in from Cemetery Capital Outlay Account #44-445-5413.
r. Discussion and possible action regarding an expenditure not to exceed $5,200.00 to Homeland for 101 gifts cards in the amount of $50.00 each to show appreciation to full-time City employees and 6 gift cards in the amount of $25.00 to show appreciation to part-time City employees from the Christmas Employee Appreciation Account #02-201-5333. The expenditure exceeds the line item by $200.00 as the City has more employees now than when the budget was approved.
s. Discussion and possible action regarding accepting and awarding a bid for roofing project at the Chamber of Commerce building in the amount of $51,444.00 to Allwine Roofing & Construction, Inc. with funding from General Fund Capital Outlay Account #02-201-5411. Other contractors picked up bid packets, but no other contractors submitted a bid.
t. Discussion and possible action regarding accepting and awarding a bid for new restrooms at Whitaker Park in the amount of $163,900.00 to Magnum Construction, Inc. with funding from

Parks Capital Outlay Account #44-445-5415. Other bids received: $168,750.00 from Natural State Construction Solutions, LLC.
   u. Discussion and possible action regarding hiring Treyton Fetherston to fill vacant Volunteer Firefighter position at the Pryor Creek Fire Department.
   v. Discussion and possible action regarding hiring Matt Penderson to fill vacant Volunteer Firefighter position at the Pryor Creek Fire Department.
   w. Discussion and possible action regarding approving retirement of Pryor Creek Police Reserve Officer Tommy M. Parker effective December 7th, 2020.
   x. Discussion and possible action regarding an expenditure in the amount of $3,700.00 to Tracker Products for the annual license fee for evidence tracking at the Pryor Creek Police Department, from Police Technology Account #02-215-5260.

Motion was made by Ketcher, second by Smith to approve items a – x, less items a, f, g, h, i, j, k, m, n, o, p, s, t and w. Voting yes: Shropshire, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

Mayor moved to Item 6.f.

f. Discussion and possible action regarding removing from the table Item 4.d. from the December 1st, 2020 City Council agenda.

Motion was made by Thompson, second by Smith to remove from the table Item 4.d. from the December 1st, 2020 City Council agenda. Voting yes: Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

g. Discussion and possible action regarding approval of the Notice of Award of the contract, "Drainage Improvements at Various Locations PRY 19-05," to Envision Civil Contractors, LLC in the amount of $291,072.60. Other bid received: MJM Construction & Application, LLC in the amount of $513,665.00. Engineer's estimate: $300,000.00.

Motion was made by Chitwood, second by Smith to approve the Notice of Award of the contract, "Drainage Improvements at Various Locations PRY 19-05," to Envision Civil Contractors, LLC in the amount of $291,072.60. Other bid received: MJM Construction & Application, LLC in the amount of $513,665.00. Engineer's estimate: $300,000.00. Chitwood and Smith amended their motion and second to include that this will be paid from Street Drainage Improvements Account #14-145-5092. Voting yes: Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Smith. Voting no: none.

Mayor moved to Item 6.s.

s. Discussion and possible action regarding accepting and awarding a bid for roofing project at the Chamber of Commerce building in the amount of $51,444.00 to Allwine Roofing & Construction, Inc. with funding from General Fund Capital Outlay Account #02-201-5411. Other contractors picked up bid packets, but no other contractors submitted a bid.

Motion was made by Chitwood, second by Shropshire to approve accepting and awarding a bid for roofing project at the Chamber of Commerce building in the amount of $51,444.00 to Allwine Roofing & Construction, Inc. with funding from General Fund Capital Outlay Account #02-201-5411. Other contractors picked up bid packets, but no other contractors submitted a bid. It was agreed that this will go back to budget to determine the account from which this will be paid. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Smith, Chitwood. Voting no: none.

t. Discussion and possible action regarding accepting and awarding a bid for new restrooms at Whitaker Park in the amount of $163,900.00 to Magnum Construction, Inc. with funding from Parks Capital Outlay Account #44-445-5415. Other bids received: $168,750.00 from Natural State Construction Solutions, LLC.

Motion was made by Tramel, second by Ketcher to approve accepting and awarding a bid for new restrooms at Whitaker Park in the amount of $163,900.00 to Magnum Construction, Inc. with funding from Parks Capital Outlay Account #44-445-5415. Other bids received: $168,750.00 from Natural State Construction Solutions, LLC. Motion and second were amended to pay from Fund 87, which is the Bond account. This will go back to budget to determine that account. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Smith, Chitwood, Brakefield. Voting no: none.

Mayor moved to Item 6.n.

n. Discussion and possible action regarding transfer of funds in the amount of $21,225.92 paid to Motorola Solutions Inc. from Police Repair and Maintenance Account #02-215-5091 to Police Equipment Capital Outlay Account #44-445-5424 regarding funds encumbered in the 2019-2020 fiscal year budget and paid out of the 2020 – 2021 fiscal year budget.

Motion was made by Tramel, second by Smith to approve transfer of funds in the amount of $21,225.92 paid to Motorola Solutions Inc. from Police Repair and Maintenance Account #02-215-5091 to Police Equipment Capital Outlay Account #44-445-5424 regarding funds encumbered in the 2019-2020 fiscal year budget and paid out of the 2020 – 2021 fiscal year budget. Tramel asked Mr. Kolker if this will affect last year's budget in any way. Kolker stated it would not. Voting yes: Thompson, Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel. Voting no: none.

Mayor moved back to Item 6.a.

a. Approve minutes of the December 1st, 2020 Council meeting.
Motion was made by Ketcher, second by Smith to approve minutes of the December 1st, 2020 Council meeting. Voting yes: Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel. Abstaining, counting as a no vote: Thompson. Voting no: none.

h. Discussion and possible action regarding removing from the table Item 6.f. from the December 1st, 2020 City Council agenda.
Motion was made by Shropshire, second by Smith to remove from the table Item 6.f. from the December 1st, 2020 City Council agenda. Voting yes: Shropshire, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

i. Discussion and possible action regarding accepting bid from P&K Equipment for a John Deere Riding Fairway Mower at a cost of $59,877.72 from bids received. Other bids received: Professional Turf Products, L.P. in the amount of $66,289.40; Kansas Golf and Turf in the amount of $60,560.00 as recommended by the Pryor Creek Park Board.
Motion was made by Smith, second by Shropshire to approve accepting bid from P&K Equipment for a John Deere Riding Fairway Mower at an amended cost of $55,951.40 *(Scrivener's error)* from bids received. Other bids received: Professional Turf Products, L.P. in the amount of $66,289.40; Kansas Golf and Turf in the amount of $60,560.00 as recommended by the Pryor Creek Park Board. Voting yes: Smith, Chitwood, Brakefield, Thompson. Voting no: Tramel, Ketcher, Shropshire.

j. Discussion and possible action regarding removing from the table Item 6.g. from the December 1st, 2020 City Council agenda.
Motion was made by Smith, second by Thompson to approve removing from the table Item 6.g. from the December 1st, 2020 City Council agenda. Voting yes: Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Smith. Voting no: none.

k. Discussion and possible action regarding accepting bid from Professional Turf Products, L.P. for a Toro Greens Aerator in the amount of $35,698.00 as in the best interest of the City from bids received. Other bid received: P&K Equipment in the amount of $20,000.00 as recommended by the Pryor Creek Park Board.
Motion was made by Thompson, second by Brakefield to approve accepting bid from Professional Turf Products, L.P. for a Toro Greens Aerator in the amount of $35,698.00 as in the best interest of the City from bids received. Other bid received: P&K Equipment in the amount of $20,000.00 as recommended by the Pryor Creek Park Board. Voting yes: Brakefield and Thompson. Voting no: Tramel, Ketcher, Shropshire, Smith, Chitwood. Motion failed.

m. Discussion and possible action regarding authorizing Mayor to sign franchise agreement with Coxcom, LLC.
Motion was made by Shropshire, second by Smith to approve authorizing Mayor to sign franchise agreement with Coxcom, LLC. Mayor reported that the Cox representative stated this is regarding The District, and Cox stated that they cannot block any other companies. Vyve representative Trinity Norman stated that he finds this agreement vague and that any new neighborhoods coming in would be up for grabs by Cox. Mr. Ritchie stated that this is a standard franchise agreement and simply gives Cox access to streets and alleyways to lay cable. He stated that he reviewed this before the meeting and compared it to standard franchise law.

Motion was then made by Tramel, second by Chitwood to table until next Council meeting in order to get more clarification. Voting yes: Thompson, Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel. Voting no: none.

o. Discussion and possible action regarding hiring Katie R. Pilmaier for the budgeted part-time Library Assistant – Adult Services position at the Thomas J. Harrison Pryor Public Library effective December 16th, 2020. This position was approved at the October 20th, 2020 Council meeting.
Motion was made by Ketcher, second by Chitwood to approve hiring Katie R. Pilmaier for the budgeted part-time Library Assistant – Adult Services position at the Thomas J. Harrison Pryor Public Library effective

December 16th, 2020. This position was approved at the October 20th, 2020 Council meeting. Voting yes: Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel, Thompson. Voting no: none.

p. Discussion and possible action regarding hiring Charlene G. Williams for the vacant part-time Library Assistant – Youth Services position at the Thomas J. Harrison Pryor Public Library effective December 16th, 2020. This position became vacant when Lillian Tucker was promoted to full-time.

Motion was made by Ketcher, second by Chitwood to approve hiring Charlene G. Williams for the vacant part-time Library Assistant – Youth Services position at the Thomas J. Harrison Pryor Public Library effective December 16th, 2020. This position became vacant when Lillian Tucker was promoted to full-time. Voting yes: Shropshire, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

w. Discussion and possible action regarding approving retirement of Pryor Creek Police Reserve Officer Tommy M. Parker effective December 7th, 2020.

Motion was made by Chitwood, second by Smith to approve retirement of Pryor Creek Police Reserve Officer Tommy M. Parker effective December 7th, 2020. Chitwood thanked Parker for his years of service. Voting yes: Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

7. COMMITTEE REPORTS:
a. Budget and Personnel (Brakefield)
Brakefield reported that the Budget and Personnel Committee will meet Tuesday, January 12th, 2021 at 5:30 p.m.

b. Ordinance and Insurance (Shropshire)
Shropshire reported that the next Ordinance and Insurance Committee meeting will be Monday, January 11th, 2021 at 5:30 p.m.

c. Street (Smith)
Smith reported that the Street Committee will meet next Tuesday.

8. UNFORESEEABLE BUSINESS.
(ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

There was no unforeseeable business.

9. ADJOURN.
Motion was made by Ketcher, second by Smith to adjourn. Voting yes: Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Smith. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY
1. CALL TO ORDER.
Meeting was called to order at 8:22 p.m.

2. APPROVE MINUTES OF DECEMBER 1ST, 2020 MEETING.
Motion was made by Smith, second by Chitwood to approve minutes of December 1st, 2020 meeting. Voting yes: Brakefield, Tramel, Ketcher, Shropshire, Smith, Chitwood. Abstaining, counting as a no vote: Thompson. Voting no: none.

3. UNFORESEEABLE BUSINESS.
(ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

There was no unforeseeable business.

4. ADJOURN.
Motion was made by Ketcher, second by Smith to adjourn. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Smith, Chitwood, Brakefield. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN LARRY LEES

_____

MINUTES WRITTEN BY DEPUTY CLERK DARLA COATS

_____

COWBOY RIGS

2064 W. 450
Pryor, OK 74361
Phone: (918) 825-9400
Fax: (918) 825-9403
www.cowboyrigs.com

NAME City of Pryor

ADDRESS

	PH. NO. 373-1494					DATE 12/4/20	
SOLD BY	CASH	C.O.D.	CHARGE X	ON ACCT.	MDSE.RETD.	PAID OUT	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
1	96 x 20 GN Tandem Dual Dump Trl.	14,915 00	
	Vin# 58SGD2023MF021384		14,900.00
	P.O.# 0431		
	NON Taxable		
	Buddy Glen		BG
		TAX 14,900.00	
RECEIVED BY Barrett		**TOTAL** 14,915 00	

No. 026164

ALL CLAIMS AND RETURNED GOODS
MUST BE ACCOMPANIED BY THIS BILL.

GP-153-3
PRINTED IN U.S.A.

Thank You

EcoloxTech

INSTALLATION MANUAL

EcoloxTech 240 System

EcoloxTech
Tel. +1 954-900-6070
service@ecoloxtech.com

Table of Contents

Standard Installation

WATER SOURCE

6 - 10 optional but recommended

1	**Option A)** 3/8" Comp x 1/2" FPT Connector (SKU: P-1035)		**Option B)** 1/2" Comp x 1/2" FPT Connector (SKU: P-1021)		**2**	3/8" Push Fit x 1/2" MPT (SKU: P-1044)	
3	3/8" OD LLDPE Polyethylene Tubing – Cut to size (SKU: T-1013)	**4**	3/8" OD Push Fit Check Valve (SKU: P-1118)		**5**	3/8" OD LLDPE Polyethylene Tubing – Cut to size (SKU: T-1013)	
6	3/8" Push Fit x 1/2" MPT (SKU: P-1044)	**7**	3/4" MPT x 1/2" FPT Hex Bushing (SKU: P-1030)		**8**	Filter Housing 3/4" FPT (SKU: F-1015) (SKU: F-1020)	
9	3/4" MPT x 1/2" FPT Hex Bushing (SKU: P-1030)	**10**	3/8" Push Fit x 1/2" MPT (SKU: P-1044)		**11**	3/8" OD LLDPE Polyethylene Tubing – Cut to size (SKU: T-1013)	
12	3/8" x 3/8" Push Fit Valve (SKU: P-1014)	**13**	3/8" OD LLDPE Polyethylene Tubing – Cut to size (SKU: T-1013)		**14**	3/8" Stem x 3/8" Push Fit Elbow Connector (SKU: P-1106)	
15	EcoloxTech 240 System (SKU: E-240S)	**16**	1/2" Stem x 1/2" Push Fit Elbow Connector (SKU: P-1105)		**17**	1/2" OD LLDPE Red Polyethylene Tubing – Cut to size (SKU: T-1063)	
18	1/2" Push Fit x 1/2" MPT (SKU: P-1098)	**19**	Mount for Spout (SKU: E-4555)		**20**	1/2" Push Fit x 1/2" MPT (SKU: P-1098)	
21	1/2" OD Versilon FEP Tubing - Cut to size (SKU: T-4552)	**A**	Mounting Screws (3) - Step 19 (SKU: P-1102)		**C**	System Mounting Bracket (SKU: E-1071) Mounting Screws (4) (SKU: P-1103) - Step 15	
		B	Mounting Bracket & Screws (8) - Step 8 (SKU: P-1124 & P-1103)		**D**	Teflon Thread Seal Tape (SKU: P-1042)	

Parts and Accessories

(for replacement parts, visit: store.ecoloxtech.com)

Image	Part Name / SKU	Quantity
Water Source Connection		
	3/8" Comp x 1/2" FPT Connector (SKU: P-1035)	1
	1/2" Comp x 1/2" FPT Connector (SKU: P-1021)	1
Fittings		
	3/8" OD Push Fit Check Valve (SKU: P-1118)	1
	3/8" Push Fit x 1/2" MPT (SKU: P-1044)	3
	3/4" MPT x 1/2" FPT Hex Bushing (SKU: P-1030)	2
	3/8" x 3/8" Push Fit Valve (SKU: P-1014)	1
	3/8" Stem x 3/8" Push Fit Elbow Connector (SKU: P-1106)	1
	1/2" Stem x 1/2" Push Fit Elbow Connector (SKU: P-1105)	1
	1/2" Push Fit x 1/2" MPT (SKU: P-1098)	2

	Tubing	
	3/8" OD LLDPE Polyethylene Tubing (SKU: T-1013)	6 feet
	1/2" OD LLDPE Polyethylene Tubing (SKU: T-1063)	6 feet
	1/2" OD Versilon Tubing for Spout (SKU: E-4552)	3 feet
Image	**Part Name / SKU**	**Quantity**
Filter Housing, Filter, & Mounting Kit for Filter Housing		
	Filter Housing 3/4" FPT (SKU: F-1015)	1
	10" Polypropylene Filter Cartridge (SKU: F-1020)	1
	Filter Housing Mounting Bracket (SKU: P-1124)	1
	Sheet metal screws, Phillips pan head, Stainless steel 18-8, #14 x 1-1/4" (SKU: P-1103)	8
	Conical anchor, plastic, ribbed, #14-#16 x 1-1/4" (SKU: P-3191)	4
Mounting Kit for Spout		
	Mount for Spout (SKU: E-4555)	1
	Metal screws, Phillips pan head, Stainless steel 18-8, #8 x 1-1/2" (SKU: P-1102)	3
	Conical anchor, plastic, ribbed, #14-#16 x 1-1/4" (SKU: P-3191)	3

Image	Part Name / SKU	Quantity
EcoloxTech 240 System Mounting Bracket & Power Cord		
	EcoloxTech 240 Mounting Bracket (SKU: E-1071)	1
	Power Cord - 6 ft. (SKU: E-1079)	1
	Sheet metal screws, Phillips pan head, Stainless steel 18-8, #14 x 1-1/4" (SKU: P-1103)	4
	Conical anchor, plastic, ribbed, #14-#16 x 1-1/4" (SKU: P-3191)	4
Accessories		
	Teflon Thread Seal Tape (SKU: P-1042)	1
	3/16" Masonry Drill Bit (SKU: P-3186)	1
	5/16" Masonry Drill Bit (SKU: P-3187)	1
	Chlorine Test Paper 10-200 PPM (SKU: P-1050)	1
	pH Test Paper, pH range 0.0-13.0 (SKU: P-4553)	1
	2-Cup Measuring Cup (SKU: P-1088)	1
	Salt Funnel (SKU: P-1081)	1

Optional Parts

(for replacement parts, visit: store.ecoloxtech.com)

Image	Part Name / SKU	Quantity
Couplings for 3/8" Tubing		
	3/8" Push Fit Coupling (SKU: P-1032)	1
	3/8" Push Fit Elbow (SKU: P-1033)	1

Tees for Connecting Water Source		
	3/8" Push Fit Tee (SKU: P-1054)	1
	3/8" x 3/8" x 3/8" Compression x Compression Brass T-Fitting (SKU: P-1061)	1
	1/2" x 1/2" x 3/8" Compression x Compression Brass T-Fitting (SKU: P-1062)	1
Mounting 1/2" Tubing		
	Tubing Clamp, 1/2" (SKU: P-1113)	6
	#4038 Sheet metal screws, Phillips truss head, Stainless steel 18-8, #6 x 1" (SKU: P-3188)	6
	#10852 Conical anchor, plastic, ribbed, #6-#8 x 7/8" (SKU: P-3190)	6

Tools Needed

Image	Name	Function
	Ratcheting PVC Pipe Cutter	Cutting Polyethylene Tubing and Cutting PVC Pipe
	Tongue and Groove Pliers	Tightening Fittings
	Phillips Screwdriver	Mounting Brackets
	Electric Drill / Driver and Phillips Screwdriver Bit	Mounting Brackets

Home / HOCl Systems
/ EcoloxTech 240 Electrolyzed Water System - Generate Hypochlorous Acid (HOCl) - Manufactured in 316 Marine
Grade Stainless Steel - $7,249

EcoloxTech 240 Electrolyzed Water System - Generate Hypochlorous Acid (HOCl) - Manufactured in 316 Marine Grade Stainless Steel - $7,249

EcoloxTech

Send quote requests and purchase orders to sales@ecoloxtech.com

☆☆☆☆☆

SKU:

E-240-316SS

Lead Time:

1 week

Payment Terms:

100% Prepayment by Bank Wire or ACH

Shipping Terms:

Ex Works from EcoloxTech warehouse or freight quote upon request

Sales:

Please send all quote requests and purchase orders to sales@ecoloxtech.com

EcoloxTech   CART
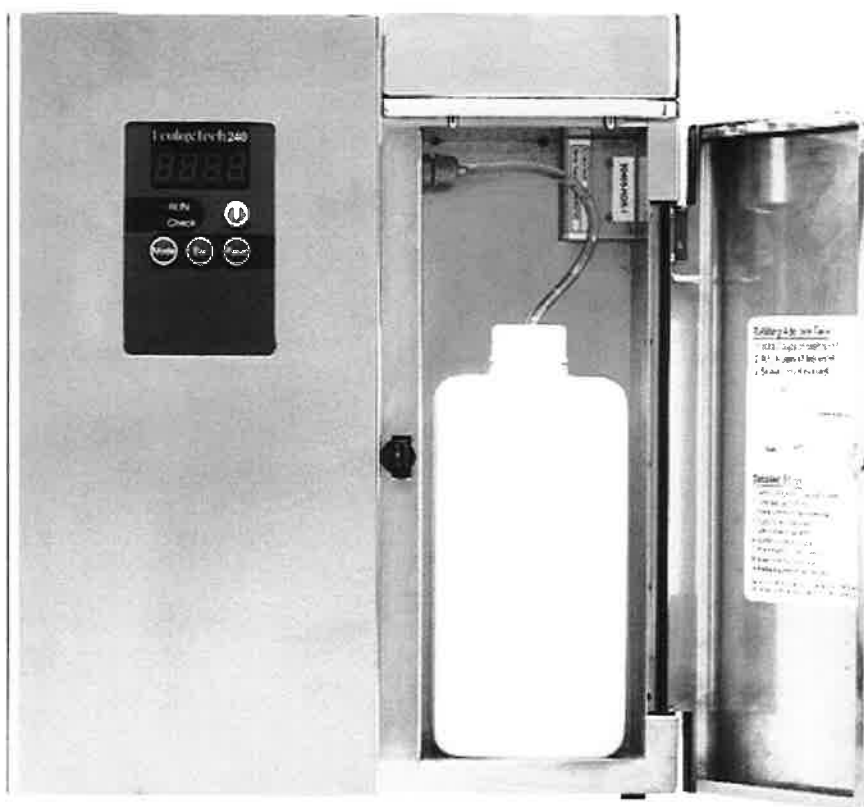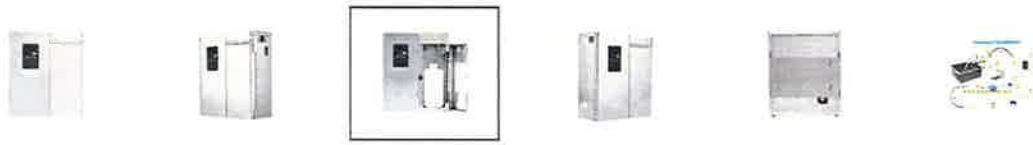
Warranty: Required

   1 Year Warranty (included)

   2 Year Extended Warranty +$299

   3 Year Extended Warranty +$399

   4 Year Extended Warranty +$499

   5 Year Extended Warranty +$599

Description

Availability: In Stock - Ships from Miami, FL. United States
Lead Time: 1 Week
Payment Terms: 100% Prepayment
Shipping Terms: Ex Works from EcoloxTech
Sales Support: +1 954-900-6070 Ext. 3
Send purchase orders to sales@ecoloxtech.com

First Name *   First Name *

Last Name *   Last Name *

Email *   Email *

Best Contact Number   Best Contact Number

Book an Appointment

The EcoloxTech 240 system is a compact, low-maintenance, single stream system that generates hypochlorous acid (HOCl) in solution through the electrolysis of salt and water. The system uses patented electrolysis cells that are unique in that they generate a stable HOCl molecule that is electrically neutral and with high oxidation potential (>800 mV), contributing to its effectiveness against microbial pathogens.

EcoloxTech

- Electrolysis Type: Single Cell, Single Stream, Non-membrane Electrolysis
- Power Supply: 110V/220V, 50/60Hz
- Build Material: Polished 316 Marine Grade Stainless Steel
- Dimensions: 32 x 17 x 42 cm (12.5 x 6.5 x 16.5 inches)
- Weight: 11.8 kg (26 lbs.)
- Solution: Hypochlorous Acid (HOCl)
- Concentration: 10 to 200 ppm - see more details
- pH: Acidic to Neutral (pH5-pH8) - adjustable by additive & system settings
- Oxidation-Reduction Potential (ORP): 800 mV to 1100 mV

Production Rates

Using Normal Salt Water Additive

- Rate @160 ppm: 1 L/minute (0.38 gal./minute)
- Rate @120 ppm: 2 L/minute (0.53 gal./minute)
- Rate @80 ppm: 3 L/minute (0.8 gal./minute)
- Rate @60 ppm: 4 L/minute (1 gal./minute)
- Rate @50 ppm: 5 L/minute (1.3 gal./minute)
- Rate @40 ppm: 6 L/minute (1.5 gal./minute)

Using Acidified Salt Water Additive (HCl added)

- Rate @200 ppm: 1 L/minute (0.38 gal./minute)
- Rate @160 ppm: 2 L/minute (0.53 gal./minute)
- Rate @140 ppm: 3 L/minute (0.8 gal./minute)
- Rate @105 ppm: 4 L/minute (1 gal./minute)
- Rate @85 ppm: 5 L/minute (1.3 gal./minute)
- Rate @70 ppm: 6 L/minute (1.5 gal./minute)

Included

- EcoloxTech 240 System
- Salt Brine Additive Tank (2-Liter internal tank)
- Installation Kit (download installation manual for contents)
- Installation and Operation Manuals
- Test Strips - Hydrion Micro CM-240 Chlorine Test Paper
- Regulatory Documentation from FDA & USDA Organic for food sanitation
- Regulatory Documentation from EPA for food contact surface sanitation

Manuals

- EcoloxTech 240 Installation Manual
- EcoloxTech 240 Operation Manual - English
- EcoloxTech 240 Manual Operativo - Español
- EcoloxTech 240 Manual de Operação - Português

EcoloxTech

- Electrolyzed Water SDS - Food Sanitation

Research

- Research Database
- Virus Research

Regulatory Clearances for Food Contact

- FDA Food Contact Notification (FCN 1811)
- USDA FSIS Clearance for Meat & Poultry
- USDA Organic

Set up a call appointment to discuss the EcoloxTech 240 system

First Name *

First Name *

Last Name *

Last Name *

Email *

Email *

Best Contact Number

Best Contact Number

Book an Appointment

Warranty Information

(HOCl) Cleaner & Disinfectant

(HOCl) - $50,499

Was: US $299.99

Now: US $259.99

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E-240-316SS

Videos

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EcoloxTech 240 System - Changing Additive
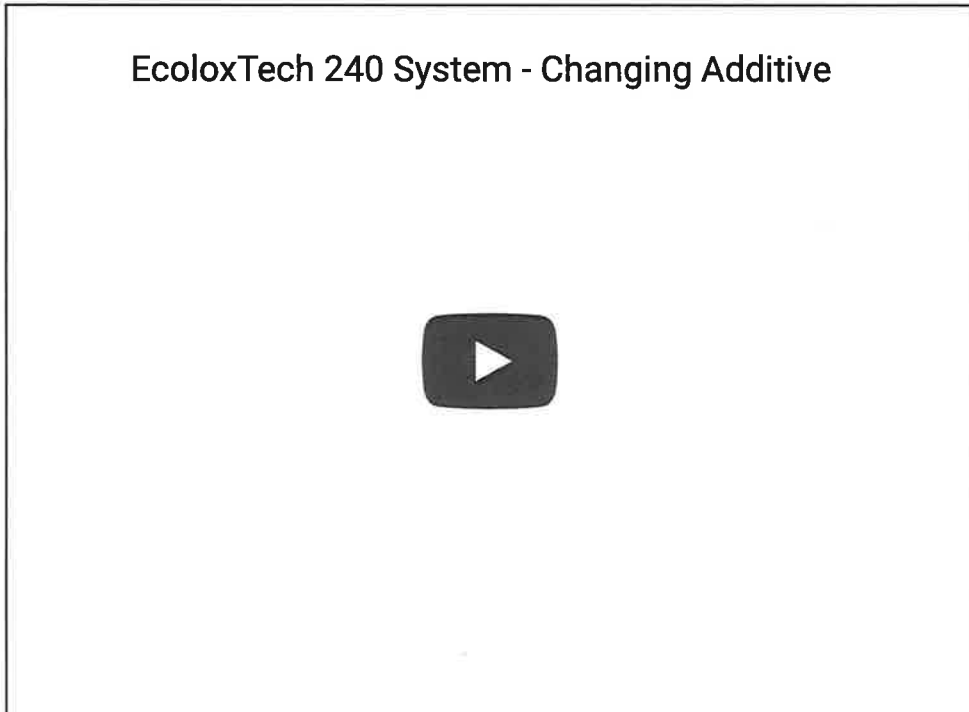
EcoloxTech 240 System - Changing Additive
This is an instructional video on how to change the salt water...

Related Products

EcoloxTech

Eco One Electrolyzed
Water System,

EcoloxTech

EcoloxTech 1200
Electrolyzed Water

EcoloxTech

ULV Cold Fogger for
Spraying

EcoloxTech

EcoloxTech 1200
prebuilt with pH

Service Wing Organic Solutions, LLC

Phone: (918) 395-0700
Fax: (918) 395-0701
www.servicewing.com

WORKPLACE HEALTH AND SAFETY

Are your workplaces, public facilities and vehicles safe from viruses?

KEEP THEM SAFE!! When choosing a workplace safety program to keep employees and customers **HEALTHY**, the disinfectants should be effective and safe to use around employees and the public. Hypochlorous acid is a powerful and organic disinfectant that effectively controls contamination of viral, bacteria and fungal transmission.

Ask the following questions before choosing an anolyte generator:

1) What is the optimal pH balance to kill viruses, bacteria and mold?
Service Wing's self-automation is set to the most effective pH levels which are between 6.0-6.5 or 500 PPM (free chlorine).

2) How does the company balance pH levels on a regular 24-hour basis?
Service Wing's machines are self-automated - so pH levels remain safe and effective. Service Wing self-automation is the CRITICAL difference to produce consistant pH levels, which produce effective disinfectant.

3) What will it cost to produce hypochlorous acid on a daily basis?
Once installed, a Service Wing generator produces the powerful hypochlorous acid as low as $0.04 per gallon. Service Wing has models that range in production levels of 156 - 1,260 gallons per day.

4) Is it safe to use around humans and animals on a regular basis?
Yes. It is safer than bleach products, which can cause corrosion and employee irritation from harsh chemicals.

5) Will my employees have to handle chemical materials?
No. Service Wing generators do all of the work by producing a safe, organic salt-water solution, to keep employees safe from chemical material handling.

pH levels MATTER!

*"The pH balance is **EVERYTHING** to achieve virus-killing effectiveness. Self-automation is the key to keeping the pH levels at the optimal levels. We went with Service Wing Organics for this reason."*

-- Chief Mike Mallory, Physical Resources Chief, Tulsa Fire Department

The pH affects the dominating chlorine species such that HOCl dominates at lower pH, while the hypochlorite ion (OCl-) dominates at higher pH.

-- Environmental Protection Agency (EPA)
https://iaspub.epa.gov/tdb/pages/treatment/treatmentOverview.do?treatmentProcessId=-1118142891

FACTS

Bacteria and viruses can survive for several hours on surfaces outside a human host, but people can pick up virus from a contaminated surface in a short period of time[1]

No vaccine is approved or readily available for CoV2 & COVID-19 yet[2]

Productivity losses related to personal and family health problems cost U.S. employers $1,685 per employee per year[3]

Globally, the World Health Organization (WHO) estimates that the flu kills 290,000 to 650,000 people per year.[4]

Sources:
1) Dr. Nancy Messonier, Director of National Venter of Immunization and Respiratory Diseases, said in a CDC news conference in early 2020 - *https://www.LiveScience.com/what-are-coronaviruses.html.*
2) World Health Organization.
3) CDC - *https://www.cdc.gov/work-placehealthpromotion/model/evaluation/productivity.html*
4) World Health Organization - *https://www.health.com/condition/cold-flu-sinus/how-many-people-die-of-the-flu-every-year*

DES 10K DISINFECTANT GENERATOR

The 10K unit has multiple design options to include reservoir and in-line pressure washing systems. Treat meats, produce, utensils, cookware, dinnerware, processing equipment, and common areas with highly oxidized hypochlorous acid solution and eliminate harmful bacteria, viruses, fungi, and biofilm.

- Name: Disinfectant Generator
- Model: DES-4000
- Rating: AC 110 or 220V, 50/60Hz
- Dimension: L18.8 X W11.81 X H19.2"
- Weight: 77lbs
- Generating: 20L/min
- Tank capacity:20L
  pH: 7.0~7.5 Neutral water
- Concentration: 100/200ppm
- Price: $7,960.00

DES-16000 COMMERCIAL DISINFECTANT WATER GENERATOR

HYPOCHLOROUS ACID GENERATOR

The DES-16000 works great with a second one with a high capacity tank and sprayer at food processing plants, in high volume restaurants and more. This electrolyzed water generator is perfect for high volume disinfection. *tank and stand not included*

- Name: Disinfectant Generator
- Model: DES-16000
- Rating: AC 110 or 220V, 50/60Hz,
- Dimension: L24.8 X W22.05 X H51.2
- Weight: 77lbs
- Generating: : 35~40L / min based 100ppm (Depending on the water pressure & amount)
- Tank capacity:20L
- pH: 7.0~7.5 Neutral water
- Concentration: 100/200ppm NaOCl Adjustable
- Price: $13,000.00

Grand Gateway

(918) 783-5793
Fax: (918) 783-5786

*Economic
Development
Association*

December 21, 2020

City of Pryor
P O Box 1167
Pryor OK 74362

It is again time to appoint or reappoint your representative to the Grand Gateway Board of Directors for 2021.

Appointments are made each year during the month of January, and representatives will serve for a period of one year, beginning February 1. Meetings are held every other month, and Board members are reimbursed for transportation to and from the meetings. Officers of the Association will be elected from among the members at the February meeting.

The City of Pryor, in Mayes County, is a member of the Association and eligible to have **one** representative on the Grand Gateway Board of Directors. Any additional representative named will be considered an alternate. This can be accomplished at your next city meeting. The representative may or may not be a member of your governing body.

Your current representative is: Larry Lees

You are requested to take this action, complete and sign the enclosed form and return it no later than **January 25, 2021**, in the self-addressed, stamped envelope enclosed for your convenience.

If you have questions, you may call me at 1-800-482-4594 ext. 235.

Sincerely,

Mary Satterwhite

Mary Satterwhite
Grand Gateway Board Clerk

Enclosures

P O Drawer B ● 333 South Oak Street ● Big Cabin, Oklahoma 74332

APPOINTMENT OF REPRESENTATIVE
TO
THE BOARD OF DIRECTORS
GRAND GATEWAY ECONOMIC DEVELOPMENT ASSOCATION

The Senior Official of the various incorporated municipalities, located within the same county, with a population below 4,000, who are signatories of the Joint Resolution and Agreement creating the Grand Gateway Economic Development Association, during the month of January each year, shall jointly appoint an individual to represent them on the Grand Gateway Board of Directors. The individual may or may not be a member of a governing body.

The Municipality of _____, County of _____, Oklahoma, jointly with other members as set forth above, appointed the following individual to represent them on the Grand Gateway Board of Directors to serve for a period of one (1) year, beginning February 1, 20____ .

NAME	**ADDRESS**	**TELEPHONE**
#1 _____	_____	_____

Signed this _____ **day of** _____ **, 20** ____ .

_____
Mayor

Grand Gateway

Bank of Commerce
PO Box 1047
Pryor, OK 74362

LEASE/PURCHASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of_____,_, by and between Bank of Commerce, Pryor, Oklahoma, hereinafter referred to as LESSOR, and the City of Pryor Creek, of Mayes County, Oklahoma, hereinafter referred to as LESSEE acting by and through its City Council, pursuant to a resolution duly adopted at a City Council meeting on the ___ day of _,_.

LESSOR leases to LESSEE AND LESSEE leases from LESSOR that certain Equipment described as follows:
See Exhibit "A" attached hereto

ARTICLE I
LEASE PAYMENTS

Subject to the provisions of Article 18, LESSEE shall pay as lease payments for the equipment described in Exhibit A the sums described in Exhibit B (Payment Schedule), with_____being the first payment and continuing each month thereafter by the_ day of each month, consisting of principal and interest and one (1) final installment   payment consisting of the full amount of the principal and all accrued interest remaining due and payable on the maturity date of _____. LESSEE warrants that funds sufficient to pay said lease now, or will be, legally at the disposal of LESSEE and that the obligation assumed by the LESSEE hereunder is not in excess of the income and revenues provided for such purposes.

The total purchase price, exclusive of interest, of the leased equipment is_____. The interest rate is 1.99% simple interest.

ARTICLE II
DELIVERY OF EQUIPMENT

LESSOR shall use all reasonable diligence to deliver the leased equipment to LESSEE on the execution of this lease, but shall not be liable to LESSEE for any failure or delay in obtaining the equipment or making delivery if LESSOR shall have exercised reasonable diligence in attempting to make such delivery.

ARTICLE III
USE OF EQUIPMENT

LESSEE shall not use or permit the use of the leased equipment in a negligent or improper manner or in violation of any law.

ARTICLE IV
MAINTENANCE AND REPAIRS

Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use of the equipment during the lease term, shall be at the LESSEE'S expense. LESSEE agrees to maintain the equipment at their own expense.

ARTICLE V
RISK OF LOSS AND DAMAGE

LESSEE shall bear all risks of damage or loss of the equipment. All replacement, repairs, or substitutions of parts or equipment shall be at the cost and expense of the LESSEE and shall be accessions to the equipment. LESSEE at all times and at LESSEE'S expense, shall keep the equipment in good working order, condition and repair, reasonable wear and tear excepted. The lease payment shall not be prorated or abated while the equipment is being serviced or repaired.

ARTICLE VI
INDEMNITY OF LESSOR

To the extent permitted by law, LESSEE shall indemnify LESSOR against, and hold LESSOR harmless from any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney fees and court costs, arising in connection with the use of the equipment, including, but not limited to, its selection, possession, use, and operation.

ARTICLE VII
ALTERATIONS

The LESSEE will not make any alterations, additions or improvements to the equipment without LESSOR'S prior written consent unless such alterations, additions or improvements may be readily removed without damage to the equipment.

ARTICLE VIII
ASSIGNMENT

Without LESSOR'S prior written consent, the LESSEE will neither (1) assign, transfer, pledge or grant any security interest in or otherwise dispose of this lease or the equipment or (2) sublet or lend the equipment or permit it to be used by anyone other than LESSEE OR LESSEE'S employees.

ARTICLE IX
DISCLAIMER OR WARRANTIES

LESSEE acknowledges and agrees that the equipment is of a size, design and capacity selected by LESSEE; that the LESSOR is neither a manufacturer nor a vendor of such equipment; and, that the LESSOR has not made, and does not hereby make, any representation, warranty, or covenant, expressed or implied, with respect the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the equipment in any respect whatsoever or in connection with or for the purposes and use of LESSEE, or any other representation, warranty or covenant of any kind or character, express or implied, with respect thereto, and LESSOR shall not be obligated or liable for actual, incidental, consequential, or other damages of or to LESSEE or any other person or entity arising out of or in connection with the use or performance of the equipment and the maintenance thereof.

ARTICLE X
EVENT OF DEFAULT

The term, "Event of Default", as used herein, means the occurrence of any one or more of the following events: (1) LESSEE fails to make any lease payment (or any other payment) as may become due in accordance with the terms of this lease; (2) LESSEE fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder; (3) the discovery by LESSOR that any statement, representation, or warranty made by LESSEE in this lease or in writing delivered by LESSEE is false, misleading, or erroneous in any material respect; or
(4) an attachment, levy or execution is threatened or levied upon or against the equipment.

ARTICLE XI
REMEDIES

Upon default by the LESSEE, the Equipment shall be surrendered and delivered to the LESSOR and the LESSOR may take possession of it where ever it may be found, with or without process of law, for that purpose may enter upon the premises of the LESSEE. On default, the LESSEE by operation of law or otherwise, shall have no right, title or interest in the Equipment or in its possession or use and the LESSOR shall retain all lease payments and other sums paid by LESSEE under this agreements with respect to the Leased Property.

ARTICLE XII
RETURN OF EQUIPMENT

Upon the expiration of the Lease term and unless the option to purchase hereinafter set forth is exercised, the LESSEE shall return the Leased Property to the LESSOR in the same condition as when received, less reasonable wear and tear.

ARTICLE XIII
OPTION TO PURCHASE

If LESSEE is not in default in LESSEE'S obligations under the lease, LESSEE shall have the option to purchase the equipment "AS IS" at any time during the lease Upon payment of the purchase price plus interest due LESSOR. LESSOR will then deliver title to the equipment to the LESSEE. Unless the LESSEE exercises this purchase option, LESSEE has no ownership interest in the equipment, except LESSEE'S right to possess and use the equipment under the terms and conditions of this lease.

ARTICLE XIV
WAIVER

Failure of LESSOR in any one or more instances to insist on the performance of any of the terms of this lease or to exercise any right or privilege contained herein or the waiver of any breach of any terms of this lease shall not hereafter be construed as a waiver of such terms which shall continue in force as if no such waiver had occurred.

ARTICLE XV
NOTICES

Any notice to be given under this agreement shall be deemed given when sent by registered mail or certified mail to address herein contained of the party to be notified.

ARTICLE XVI
GOVERNING LAW

This lease shall be governed by and construed under the laws of the State of Oklahoma.

ARTICLE XVII
SUCCESSION

This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

ARTICLE XVIII

This agreement shall terminate on June 30, 2020 unless the same is renewed by mutual ratification in accordance with the provisions of 62 O.S. 430.1. Lessee agrees that unless the Lessee votes not to ratify this agreement for the next ensuing fiscal year at its regular meeting, then such non-action by the LESSEE shall be construed as ratification of the contract for the next ensuring fiscal year. Lessor hereby ratifies the continuation of the agreement through_____.
Lessor and Lessee agree that under no circumstances will the
agreement be extended beyond _____.   When the lease, by prepayment or as scheduled in Exhibit B, attached, shall have paid a sum equal to the purchase price plus interest at the agreed rate, then in the event, the equipment shall become the property of the Lessee and Lessor agrees to execute and deliver to Lessee a good and sufficient bill of sale or other proper evidence of title thereto.

ARTICLE XIX
INSURANCE

Lessee, will, at its expense, maintain at all times during the Lease Term, comprehensive coverage, public liability and property damage insurance with respect to the Leased Property in such amounts, covering such risks and obligations set forth in Article V, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Purchase Option with respect to such Leased Property. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor a least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear.

Upon acceptance of the Leased Property and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. If at any time during the Lease Term, Lessee shall not have provided Lessor with such certificate, Lessor may obtain the above described insurance, and Lessee will reimburse Lessor upon demand of the costs thereof including interest at the overdue rate from the date that Lessor incurred such cost to the date of reimbursement by Lessee. In the event that Lessee has been permitted to self-insure against the risks and obligations set forth in Article V, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Leased Property, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

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ARTICLE XX
Title and Filing

Lessor or its assignee will retain title to the Leased Property and any and all additions, repairs, replacements, or modifications thereof during the   term of this Agreement. Title to the Leased Property will pass to Lessee upon Lessee's payment of amounts due hereunder. Lessor agrees to execute such instruments and do such things as Lessee reasonable requests in order to effectuate the passage of title to the Leased Property to Lessee. At the end of the lease term and upon the payment of all payments due hereunder, Lessor agrees to transfer title to all Leased Property being leased if such transfer has not already occurred.

Lessee authorizes Lessor to make the Lessor's security interest a matter of public record by filings of any documents Lessor deems necessary for that purpose. Lessee agrees to sign or execute such documents at its expense to evidence its consent to filing. Lessee agrees to timely file the appropriate IRS Form 8038-G or 8038-GC.

IN WITNESS WHEREOF, the parties have executed this agreement as of the_____day of_____, _____

<div align="center">

LESSOR:

" Bank of Commerce "

</div>

ATTEST:

BY:_____
Adam Anderson, President

_____

_____,

<div align="center">

City of Pryor Creek, Oklahoma, LESSEE:

BY: _____
LARRY LEES, MAYOR

</div>

This agreement reviewed and approved by the City Council for the City of Pryor Creek, Oklahoma in regular session by majority vote of the City Council on the _____ day of _____, 2020

ATTEST:

_____
Eva Smith, City Clerk for City of Pryor Creek, Oklahoma

Approved as to form and legality:

_____
K. Ellis Ritchie,
City Attorney for City of Pryor Creek, Oklahoma

STATE OF OKLAHOMA)
)
COUNTY OF MAYES) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this_____th day of _____,_____personally appeared_____, Executive Vice President of " Bank of Commerce ", to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed of said Corporation, for the used and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____
Notary Public:
My Commission Expires:_____

STATE OF OKLAHOMA)
)
COUNTY OF MAYES) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this_____th day of
_____,_____,personally
Appeared Larry Lees in his capacity as Mayor for the City of Pryor Creek, Oklahoma to me known to be the identical person(s) representing the City of Pryor Creek, who executed the within and foregoing instrument and acknowledged to me that they executed the same as the free and voluntary act of the said City in his official capacity as Mayor for the said City. for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____
Notary Public:
My Commission Expires:_____

EXHIBIT A

DESCRIPTION OF EQUIPMENT
City of Pryor Creek
DTD: _____

EXHIBIT B

**LEASE PAYMENTS / PAYMENT
SCHEDULE
City of Pryor Creek
DTD:** _____

Date	Payment	Interest	Principal	Balance

Total

SECTION 265(b)(3)(B) ELECTION UNDER THE PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND RELATED TAX COVENANTS OF THE LESSEE

The undersigned, City of Pryor Creek, Mayes County, Oklahoma is the Lessee (herein "Lessee and obligor") under a certain Lease/Purchase Agreement (herein "Lease") dated as of_____made and entered into with Bank of Commerce, Pryor, Oklahoma, as Lessor (herein "Lessor"). This Lease represents that the Lessee is acquiring and desires to finance the Equipment by entering into an Equipment Lease/Purchase Agreement with Lessor (herein "Lease Facilities").

WHEREAS, the Lessee has on or about_____authorized the financing of the lease/purchase of such Equipment and the financing thereof, and, now, desires to designate all Lease Payment Obligations authorized by the official actions of the Lessee relating to the Lease for purposes of Paragraph (3) of Section 265(b) of the Code as "Qualified Tax-Exempt Obligations", and further desires to certify that not more than $10,000,000 aggregate principal amount of obligations, the interest on which is excludable (under Section 103(a) of the Code) from gross income for Federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Lease Payment Obligations, have been or shall be issued by the Lessee, including all subordinate entities of the Lessee, during the calendar year _____ .

NOW THEREFORE, the Lessee hereby delegates the Lease Payment Obligations related to the Lease for the purposes of Paragraph (3) of Section 265(b) of the Code "Qualified tax-exempt Obligations" and covenants that not more than $10,000,000 aggregate principal amount of the obligations, the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Lease Payment Obligations, have been or shall be issued by the Lessee, including all subordinate entities of the Lessee, during the calendar year _____ .

This instrument to be binding on the undersigned and may be relied upon by Special Tax Counsel in rendering its Opinion related to this financing and the actions herein expressed shall be effective as of the day of___,_ _____, immediately prior to the issuance and delivery of the Payment Obligations.

CITY OF PRYOR CREEK, MAYES COUNTY, OKLAHOMA

By:_____

Name:_____

Title:_____

Date:_____

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EXHIBIT C
FORM OF ACCEPTANCE CERTIFICATE

I, the undersigned, being duly sworn hereby certify and state that I am the duly qualified and acting Officer of City of Pryor Creek, Mayes County, Oklahoma (the "Lessee"), and, with respect to the Lease/Purchase Agreement dated as of_____(the "Lease"), by and between Bank of Commerce, Pryor, Oklahoma, (the "Lessor") and Lessee, I further certify, as follows:

1. The Lease Facilities described in the Lease (the "Lease Facilities") has been delivered and installed in accordance with the Specification (as the term is defined in the Lease) and has been irrevocably accepted by Lessee.

2. The lease payments provided for in the Lease (the "Lease Payments") shall commence and be due and payable on _____ and on the _____ day of each Lease Payment Period thereafter in accordance with the Lease.

3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Lease Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied for payment of all Lease Payments due and payable during such current fiscal year.

4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Lease Facilities and the Lease Payments.

5. During the Lease term (as defined in the Lease) the Lease Equipment will be used by Lessee only to perform essential government functions.

  Dated: _____

LESSEE: **City of Pryor Creek**
(CITY SEAL)

            By:_____
            Name:_____
            Title: _____

(To be executed and delivered at the time of delivery of the Lease Facilities.)

Pryor Police Department
Public Safety System Contract

Computer Aided Dispatch and Records System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and <u>Pryor Police Department</u> ("Customer") enter into this Computer Aided Dispatch ("CAD") and Records System and Services Agreement ("Agreement"), pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."   For good and valuable consideration, the Parties agree as follows:

Section 1   ATTACHMENTS:

1.1   EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A   Software License Agreements

      Exhibit A-1   "Motorola Software License Agreement"

      Exhibit A-2   "Microsoft "End-User License Agreement(s)", if applicable

      Exhibit A-3   "Microsoft Products terms", if applicable

      Exhibit A-4   "ESRI OEM Software terms", if applicable

Exhibit B   "Pricing Summary, Equipment List and Payment Schedule" dated <u>December 7, 2020</u>

Exhibit C   Technical and Implementation Documents

      C-1   "Statement of Work" dated <u>December 14, 2020</u>

      C-2   "Project Schedule" (to be mutually developed)

      C-3   "Training Plan" (to be mutually developed)

      C-4   "Technical Product Descriptions"

Exhibit D   "Maintenance and Support Agreement", if applicable

Exhibit E   "System Acceptance Certificate"

1.2   ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3   In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan, as applicable.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all non-public information consistent with the fulfillment of this Agreement provided by either Party to the other that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment Schedule" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Customer Provided Equipment" means any hardware, software or ancillary equipment provided for use with the System by the Customer. Motorola provides no warranty for Customer Provided Equipment.

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

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Final System Acceptance" means the Live Operations Cutover and any applicable reliability period have been completed and the System Acceptance Certificate has been memorialized.

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

"Live Operations Cut Over" means the transition of operations from the legacy system to the System.

"Microsoft Product" means a Microsoft SQL Server and/or a Microsoft System Center Operations Manager, either or both of which may be integrated with the Motorola Products. Microsoft Products are subject to the following acknowledgement: "© Copyright 20__ Microsoft Corporation. All rights reserved."

"Motorola Software" means software that Motorola or (its affiliated companies) owns.

"Non-Motorola Software" means software provided by Motorola that a party other than Motorola or its affiliated companies owns, including software licensed by the third party to Motorola for distribution to Motorola's customers with the Software, such as mapping software, database software, paging software, or open source software.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, Utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A-1).

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

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

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"Utilities" means the software utilities and tools provided by Motorola as part of the Software, including Motorola's XML Query, ODBC interface and implementation code, ctperl, dbdump, and dbload, as well as any other software utilities provided by Motorola in connection with the Software.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3   SCOPE OF AGREEMENT AND TERM

3.1   SCOPE OF WORK.   Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement.   Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2   CHANGE ORDERS.   Either Party may request changes within the general scope of this Agreement in accordance with Change Control Process in Technical and Implementation Documents.   If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum.   Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3   TERM.   Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.   The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4   ADDITIONAL EQUIPMENT OR SOFTWARE.   For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available.   Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms.   The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software.   Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date.   Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed.   Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information

may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5   MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6   NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7   SHARED AGENCY ARRANGEMENTS. If Customer and another agency (a "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer, the Shared Agency and Motorola will execute a Shared Agency Agreement for such arrangement and attach it to this Agreement as an additional exhibit. Unless otherwise expressly agreed in the Shared Agency Agreement, Motorola will invoice Customer for the full fees set forth in Exhibit B and Customer will be responsible for timely payment of such fees. Customer may at its option seek reimbursement from Shared Agencies for their share of such fees. However, if at any time a Shared Agency elects to purchase licenses to additional Motorola Software modules for its own use, the party responsible for payment and the payment terms will be mutually agreed in writing by the parties. Customer shall require the Shared Agency to comply with the terms of the Motorola Software License Agreement and Exhibits A-2, A-3, and A-4 as applicable, and shall notify Motorola and cooperate as reasonably requested by Motorola in the event of any non-compliance by the Shared Agency.

3.8   COOPERATIVE PURCHASING. Upon request of a third party state or local agency located in the same state as Customer (the "New Agency"), Motorola will negotiate an agreement with such New Agency that contains the same terms and conditions as this Agreement (excepting the terms described below), subject to the eligibility and validity of such cooperative arrangement under state law, and provided that Motorola and the New Agency agree in writing upon the software, products and Services to be licensed and purchased by the New Agency and the prices thereof, which shall be paid by the New Agency. Motorola shall require the New Agency's to comply with the terms of the Motorola Software License Agreement. New Agency's use of Microsoft or ESRI OEM software is subject to the terms of Exhibits A-2, A-3, and A-4 respectively, as applicable.

3.9   THIRD PARTY PRODUCTS.

3.9.1   THIRD PARTY PRODUCTS. Customer acknowledges that Non-Motorola Software is included in the Solution. Further, Motorola may recommend purchase of additional third party software. In such case, Customer agrees to purchase from Motorola the third party software and hardware identified in Exhibit B. Motorola makes no representations or warranties with respect to third party software or hardware, but agrees to pass through to Customer any warranties provided by the manufacturers of such products, to the extent permitted.

3.9.2   MICROSOFT PRODUCTS

a.   As to any Microsoft Products being furnished, the Microsoft software for those Microsoft Products is sublicensed to Licensee from Motorola pursuant to the Customer's Motorola Software License Agreement and is subject to the additional Microsoft End-User License Agreement terms, Exhibit A-2 and Microsoft Products terms, Exhibit A-3.

3.9.3 ESRI OEM SOFTWARE. Notwithstanding any provisions herein to the contrary, the provisions in ESRI OEM Software terms, Exhibit A-4, apply concerning the ESRI OEM Software.

3.10 SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.11 OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

3.12 UTILITIES; RESTRICTIONS ON USAGE.

3.12.1 UTILITIES. Motorola provides certain software Utilities as part of the Software. Motorola may add, modify, or remove Utilities from the Software during the term of this Agreement. The Utilities contain material that is proprietary to Motorola and/or its licensors, and may be used only as permitted by this Agreement.

3.12.2 USE OF UTILITIES. Customer is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Motorola consents in writing. Customer is also permitted to use the Utilities to write to Motorola's database, but any such use is solely at Customer's risk, as set forth in Section 3.12.3 below. Motorola strongly advises Customer to limit any such usage to personnel who have advanced training and experience in the use of such software tools.

3.12.3 DISCLAIMER. Motorola permits customers to use the Utilities, as set forth above. However, there is a high risk of data corruption and system slowdown or damage that may result from Customer's use of the Utilities or other software tools. Customer assumes all risk and is responsible for any damages arising from or in connection with such use, regardless of Motorola's approval. Further, Motorola disclaims all liability for damages caused by Customer's use of the Utilities. Motorola is NOT responsible for any breach of warranty, dam-ages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of Customer's or a third party's use of the Utilities (even if permitted by Motorola) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 4   SERVICES

4.1 If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic

extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2 MAINTENANCE AND SUPPORT SERVICES. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in the applicable Exhibit C-1, Maintenance and Support Agreement. Maintenance Services and support during the Warranty Period are included in the Contract Price. Customer's purchase of post Warranty Period Maintenance and Support services is subject to the terms and conditions of Exhibit D. If after the execution of this Agreement Customer subsequently wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, and installation Services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to those maintenance, support, and installation Services will be included in the Maintenance and Support Agreement, the applicable Statements of Work, and the proposal. These collective terms will govern the provision of such Services. Unless otherwise agreed in writing, Motorola reserves the right to change its pricing of Maintenance and Support services, effective upon no less than ninety (90) days written notice to Customer prior to the end of the Warranty Period, if such Services were quoted but not purchased at the time of the System sale. Maintenance and Support fees that have been previously prepaid by Customer are not affected by any subsequent change in such fees.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Maintenance and Support Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3 PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4 Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5 TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6 COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7   CUSTOMER OBLIGATIONS.   If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete.   Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects.   Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.7.1   LOCATION OF SOFTWARE. Customer may install, access and use the Software only in Customer's own facilities, including any authorized mobile sites. Such mobile devices may log in and access the Software remotely from any location. Customer shall give Motorola two (2) weeks prior written notice of any change in the location of Customer's primary facility where the server-based Software is installed. However, if an immediate change in location is required due to an emergency or disaster recovery, Customer may do so provided that it notifies Motorola as soon as is feasible. Except as provided above, Customer shall not install the Software in any other computer system or use it at any other location without Motorola's express prior authorization, which will not be unreasonably withheld.

4.7.2   RESTRICTIONS, COPIES. Customer will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or related documentation to any third party, grant any sublicense or other rights in the Software or related documentation to any third party, or take any action that would cause the Software or related documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's Proprietary Rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software, except as necessary for system backup or disaster recovery. Customer may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Motorola's copyright notice is included, and Customer may not operate that copy of the Software at the same time as the original Software is being operated. Customer may make as many copies of the documentation as it may reasonably require for the internal use of the Software. The foregoing restrictions on modifications and copying do not apply to open source software, which is governed by the license of the copyright owner.

4.7.3   CUSTOMER USE ONLY. Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Customer will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar rental or sharing arrangement, except as expressly authorized in writing by Motorola.

4.7.4   THIRD PARTY ACCESS AND QUERIES. Except as expressly authorized in writing by Motorola, (i) Customer may not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only; and (ii) such queries may be conducted solely for Customer's internal business purposes. Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.

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4.7.5   COMPETITIVE USE. Customer may not utilize or permit a third party to access or utilize any part of the Software (including the Utilities) in any manner that competes, directly or indirectly, with any product or Service provided by Motorola, without the express written permission of Motorola. This includes, without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with Motorola's products or Services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.

4.7.6   ADDITIONAL COMPONENTS. Other components (hardware and/or third party software) may be required for the use of the Software. For example, unless otherwise detailed in the Technical and Implementation Documents, Customer is required to provide workstations and personal computers, network, operating system, Internet connectivity and other components (e.g., cables, and wiring) associated with and necessary to effectively use the system that are typically supplied by the customer of such a system. Motorola has provided hardware specifications to Customer for use of the Software system. Motorola assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.

4.7.7   PROPER ENVIRONMENT. Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate, including housing and operating the server equipment in a secure environment and according to the specifications for the equipment as specified by its manufacturer. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Software system. Before installing the Software or any related hardware at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this section.

4.7.8   DATA CONVERSION SERVICES. If the parties have agreed that Motorola (or its subcontractor) will convert Customer's data files for use with the Software, such services will be set forth in Exhibit C and detailed in a data conversion scope of work. Except as agreed by the parties in writing, Motorola is not responsible for any data conversion services.

4.8   ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

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

4.10   PROPRIETARY MATERIALS.   Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials.   The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11   ADDITIONAL SERVICES.   Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5   PROJECT SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Project Schedule. Unless otherwise agreed in writing, the Project Schedule is based upon work being accomplished Monday through Friday during normal business hours with the exception of holidays. On-site work activities will be performed Tuesday through Thursday during normal business hours.

Section 6   CONTRACT PRICE, PAYMENT AND INVOICING

6.1   Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

6.2   CONTRACT PRICE.   The Contract Price in U.S. dollars is <u>$217,643</u>.   If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3   INVOICING AND PAYMENT.   Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4   FREIGHT, TITLE, AND RISK OF LOSS.   Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5   INVOICING AND SHIPPING ADDRESSES.   Invoices will be sent to the Customer at the following address:

Name:	Assistant Chief James Willyard
Address:	214 S. Mill St., Pryor, OK 74361
Phone:	(918) 693-2277
E-INVOICE. To receive invoices via email:	willyardj@pryorcreek.org
Customer Account Number:	

Customer Accounts Payable Email:	willyardj@pryorcreek.org
Customer CC (optional) Email:	

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name:	Assistant Chief James Willyard
Address:	214 S. Mill St., Pryor, OK 74361

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:	Assistant Chief James Willyard
Address:	214 S. Mill St., Pryor, OK 74361
Phone:	(918) 693-2277

Customer may change this information by giving written notice to Motorola.

Section 7   SITES AND SITE CONDITIONS

7.1   ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2   SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3   SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

7.4   CUSTOMER PROVIDED EQUIPMENT. Customer will hold all Customer Provided Equipment free and clear of any liens, charges, or encumbrances of any kind. Customer, at its sole cost and expense will maintain Customer Provided Equipment in good working order and repair, and will

provide spare parts for all Customer Provided Equipment. Customer will be fully liable for Customer Provided Equipment and will immediately notify Motorola of any Customer Provided Equipment damage, loss, or theft that may impact Motorola's ability to provide Services under this Agreement. Customer will compensate Motorola for any re-work or changes to Services, and allow for changes to Project Schedule as a result of damage, loss or theft of Customer Provided Equipment. For all Customer Provided Equipment, (i) Customer is responsible for resolving issues affecting the performance of CAD application software; (ii) not provided per the agreed upon specification and within the project schedule time frame, the project is subject to delay.

Section 8   TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Training Plan (Exhibit C-3). Customer will notify Motorola immediately if a date change for a scheduled training program is required.   If Motorola incurs additional costs because Customer: (i) reschedules a training program less than thirty (30) days before its scheduled start date; (ii) does not adhere to the session attendance outlined in the Training Plan; Customer will compensate Motorola in whole for these additional costs.

Section 9   SYSTEM ACCEPTANCE

Many Systems require formal completion of an Acceptance Test Plan. If Customer is purchasing a System that does not require acceptance testing, then only Sections 9.3, 9.4, and 9.5 apply.

9.1   COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2   SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but Customer reported anomalies will be validated and corrected according to a mutually agreed schedule.

9.3   LIVE OPERATION CUTOVER. Following System Acceptance, if applicable, transition to the live production use of the System will be conducted as set out in the Statement of Work and the Live Operations Cutover ("Go-Live") plan and constitute Beneficial Use.

9.4   BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance and Live Operation Cutover. Therefore, Customer will not commence Beneficial Use before System Acceptance and Live Operation Cutover without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.5   FINAL SYSTEM ACCEPTANCE. Final System Acceptance will occur as described in the Technical and Implementation documents as may be amended as described in Section 3.2. Notwithstanding, the Final System Acceptance will be deemed complete upon Live Operations Cut Over, and after any applicable reliability period when all deliverables have been completed. When Final System Acceptance occurs, the Parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10   REPRESENTATIONS AND WARRANTIES

10.1   SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use or Go-Live, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; or Customer changes to load usage or configuration outside the Specifications or Customer network availability.

10.2   EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment. In no event does the Warranty Period exceed 12 months from Live Operations Cut Over or Beneficial Use, whichever occurs first.

10.3   SOFTWARE WARRANTY. Except as otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software.   The warranty set forth in Section 10.1 shall apply only to the most current version of the Software issued by Motorola. Issuance of updated versions of the Software does not result in a renewal or extension of the Warranty Period. Motorola assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from Non Motorola Software or hardware malfunctions or defects; modification of the Software by any person other than Motorola, or defects or problems that are outside the reasonable control of Motorola, including defects or damage resulting from use of the Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; or Customer's failure to comply with all applicable industry standards. Customer will reimburse Motorola for its reasonable time and expenses for any Services provided at Customer's request to remedy excluded non-performance issues. Additionally, Motorola is not responsible for any problems or errors with the Software or Customer's system resulting from Customer's use of the Utilities (e.g., ctperl, dbload or ODBC) in any manner other than read-only. Customer expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Customer's database or cause other problems with its system.

If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

10.4   EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; (vii) Customer Provided Equipment or equipment not provided by Motorola; and (viii) normal or customary wear and tear. Motorola is not responsible for obsolescence of the Software that may result from changes in Customer's requirements.

10.5 SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6 THIRD PARTY PRODUCTS. Notwithstanding any provisions herein to the contrary, the warranty provisions of Exhibit A-3 and Exhibit A-4 apply respectively to Microsoft Products and ESRI OEM Software.

10.7 WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.8 ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.9 DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. In addition, Motorola disclaims any warranty to any person other than Customer with respect to the Software or Documentation. Customer agrees that Motorola is not responsible, and Motorola disclaims all liability for any claims or damages arising out of or related to any unauthorized persons hacking into or accessing Customer's database or the Software.

Section 11   DELAYS

11.1 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2 PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change

order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

11.3 SOFTWARE SUPPORT. Support for Software will be provided during System deployment. If the "Go-Live" date, as reflected in the Schedule, is delayed for greater than thirty (30) days for any reason beyond Motorola's control, Motorola will continue to provide Software support during the remainder of the deployment of the System at the then current support rates. In the case of delay or Schedule modifications, the Parties will execute a Change Order to reflect the duration of the extended Software support and the applicable fees.

Section 12   DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2 NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4 LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5 CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13   DEFAULT AND TERMINATION

13.1 DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement - including the Maintenance and Support Agreement (Exhibit D) or any Statement of Work executed by the Parties- and does not correct such breach within a reasonable time, the other

Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. Repudiation or failure to accept the Software without cause constitutes a material breach of this Agreement.

13.2   FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

13.3   SUPPORT REQUIRED. Customer is required to continue purchasing support and maintenance Services from Motorola throughout the term of this Agreement, as a condition to the license of the Software under this Agreement. This Agreement shall automatically terminate if Customer ceases paying the required fees for maintenance and support of the Software, unless Motorola terminates the Support Agreement without cause.

13.4   EFFECT OF TERMINATION. Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Motorola and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must return or destroy, as requested by Motorola, all copies of the Software and Non-Motorola Software in Customer's possession, and all related Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). However, the recipient of Confidential Information may retain one (1) archival copy of such Confidential Information (excluding the Software, Non-Motorola Software, and related Documentation), which it may use only in case of a dispute concerning this Agreement. Customer agrees to certify Customer's compliance with such obligations, and that Customer is no longer using the Software, upon Motorola's request. Customer will permit Motorola to repossess the Software and any products sold hereunder for which Customer has not fully paid the license fees or purchase price, as applicable. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum.

Section 14   INDEMNIFICATION

14.1   GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2 GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3 PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1 Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4 This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15   LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed.   With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.   No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16   CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1   CONFIDENTIAL INFORMATION.

16.1.1   Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not disclose the Software or its related documentation to any competitor of Motorola; (iv) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (v) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (vi) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vii) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2   Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement. Additionally, the Recipient may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

16.1.3 All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. The Software and all related documentation and materials provided by Motorola are licensed (not sold) to Customer. Motorola and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Software and Non- Motorola Software respectively, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Motorola and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties, and derivatives thereof (collectively, "Proprietary Materials"). The Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials.

16.4 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.5 DATA AND FEEDBACK.

16.5.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data""), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.5.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.5.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17   GENERAL

17.1   TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

17.3   WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

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

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

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

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

17.8 COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

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

17.10 ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.11 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.9 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.12 ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing,

or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Customer   **Motorola Solutions, Inc.**

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and <u>Pryor Police Department</u> ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1   DEFINITIONS

1.1   "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2   "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3   "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4   "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5   "Primary Agreement" means the agreement to which this exhibit is attached.

1.6   "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7   "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2   SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3   GRANT OF LICENSE

3.1   Subject to the provisions of this Agreement and in consideration of the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. If Exhibit B lists one or more agencies of Customer as "Authorized Users," Shared Agencies, or a similar term, or otherwise identifies the agencies that the parties intend to use the Software, then, notwithstanding any other terms of this Agreement, the parties

CAD and Records System and Services Agreement v. 2.21.20

acknowledge and agree that all rights and licenses granted under this Agreement for the use of the Software and related materials are granted solely to such Authorized Users, including Shared Agencies, and their personnel. As required by the Primary Agreement, Customer will require Authorized Users including Shared Agencies to commit in writing to the obligations in the Software License Agreement. Additional agencies may be added to Exhibit B as Authorized Users, or may be added as Shared Agencies pursuant to Section 3.8 of the Primary Agreement, by mutual written agreement of Customer and Motorola, subject to payment of the applicable license and support fees for the additional agencies.

This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 If the Designated Products being acquired by Licensee include a Microsoft SQL Server or a Microsoft System Center Operations Manager, the Microsoft software for these Microsoft Products is sublicensed to Licensee from Motorola and is subject to additional Microsoft End-User License Agreement terms.

3.4 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4   LIMITATIONS ON USE

4.1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2 Licensee will not, and will not allow or enable its employees, agents, and independent contractors and any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the

same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software. Licensee is liable for any breach of this Agreement by any of its employees, agents, or independent contractors.

4.3   Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4.   The license for Cityworks or Customer Service Request Software is for the use of the Software with the Designated System or for the specified number of Concurrent Users for which it was provided, the purpose for which it was designed and only for the application specific use covered by this Agreement, or the Primary Agreement. This license does not allow access to the Software through other Designated Systems except as specifically permitted. "Concurrent User" means the maximum number of concurrent connections to Software authorized by this Agreement or the Primary Agreement at any one instance   in   time. "Designated   System" means   the   computer   hardware   and   operating   system configuration specified in the Primary Agreement for which the Software is licensed for use. Additional Designated System licenses are required for communication with additional instances of a database or additional databases.

4.5   Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5   OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6   LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1   Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software

(the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2   Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3   Warranty claims are described in the Primary Agreement.

6.4   The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7   TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8   TERM AND TERMINATION

8.1   Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2   Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated

Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9   COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10   CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11   LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12   NOTICES

Notices are described in the Primary Agreement.

Section 13   GENERAL

13.1 COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2 COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4 GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5 THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6 SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7 ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit A-2
Microsoft End User License Agreements, if applicable

Exhibit A-3
Microsoft Terms, if applicable

This Exhibit A-3 to the Computer Aided Dispatch ("CAD") and Records System and Services Agreement ("Primary Agreement") only concerns the Microsoft Products included with the CAD Solution provided by Motorola. Motorola and Customer agree that this Exhibit applies only to the Microsoft Products as fully described herein.

1. SOFTWARE LICENSE. As to any Microsoft Products being furnished, the Microsoft software for those Microsoft Products is sublicensed to Licensee from Motorola pursuant to the Customer's Motorola Software License Agreement and is subject to the additional Microsoft End-User License Agreement terms, Exhibit A-2.

2. CUSTOMER USERS. Notwithstanding any provisions herein to the contrary, the following provisions apply concerning the Microsoft Products. If Customer is acquiring from Motorola a Microsoft SQL Server and/or a Microsoft System Center Operations Manager, then Customer warrants 1) that the number of users that may access the System are correctly indicated in the Exhibits to this Agreement; 2) that Customer is not being licensed the SQL Server or Microsoft System Center Operations Manager under a license from Microsoft, but rather under a sublicense from Motorola' 3) that the copies of the referenced Microsoft Products it receives from Motorola do not entitle it to maintain on its computer systems any more copies of the Microsoft Products than it previously licensed from Motorola or Microsoft; 4) that Customer possesses and will maintain sufficient quantities of fully valid Microsoft licenses to support the maximum number of users and/or devices that may access or use the System under the provisions of the End-User License Agreement, 5) that Microsoft will be an intended third party beneficiary of the End-User License Agreement, with the right to enforce the warranties and any other provisions of the End-User License Agreement provisions and to verify compliance of the End User with the same, 6) that Customer shall not run on a mirrored database server for more than 30 days without obtaining a SQL license for that server, 7) that the Customer grants permission for the disclosure of End-User information by Motorola as required in Motorola's Monthly royalty reports and ordering information reports to Microsoft, 8) that Microsoft does not transfer any ownership rights in any Product, and 9) that Motorola is solely responsible for providing technical support for the Microsoft Products.

3. LIMITATIONS. The rights granted in this Agreement with respect to Microsoft Products are subject to the following limitations: 1) Customer has no copyright interest in the Microsoft Products; 2) Customer may not rent, lease, lend or provide hosting services with the Products; 3) Customer may not reverse engineer, decompile or disassemble any Product; 4) Customer may not remove, modify or obscure any copyrights, trademarks or other proprietary right notices contained in the Products; and 5) The Microsoft Products are not designed or intended for use in any situation where failure or fault of the product could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Motorola's right to sublicense Microsoft Products excludes the right to use, or distribute the Microsoft Products for Customer's use in, or in conjunction with, High Risk Use, therefore, High Risk Use is strictly prohibited. High Risk use, by way of example, includes aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug and Cosmetic Act. Notwithstanding the foregoing, as long as PremierOne CAD is used in a manner for which it was designed and in accordance with the documentation provided, Motorola declares such use is not considered to be High Risk Use as defined by Microsoft.

4. MICROSOFT PRODUCTS WARRANTY. Notwithstanding any provisions herein to the contrary, the following provisions apply to the Microsoft Products:

   4.1 Microsoft Products are not fault tolerant or free from errors, conflicts, interruptions or other imperfections. Performance may vary depending upon what hardware platform

they are installed on, the interactions with other software applications and each product's configurations.

4.2 Microsoft Corporation is providing the Microsoft Products "as-is" with no warranty of any kind and disclaims all warranties, express and implied, to the maximum extent allowed by applicable law. Microsoft further disclaims any liability of Microsoft for any damages, whether direct, indirect incidental or consequential, as a result of the use or installation of the Products. Additionally, to the extent permitted under applicable law, Microsoft Corporation excludes for itself and its suppliers all warranties of any kind, including:

    a. any warranties of title, non-infringement, merchantability and fitness for a particular purpose;

    b. any implied warranty arising from course of dealing or usage of trade;

    c. any common law duties relating to accuracy or lack of negligence with respect to the Microsoft Products, any Master Copy, and any Software Documentation; and

    d. that the products will operate properly in connection with the System, the Motorola products or on any Customer system(s).

If applicable law gives Customer any implied warranties, guarantees or conditions despite the foregoing exclusion, those warranties will be limited to one year and Customer remedies will be limited to the maximum extent allowed by this Agreement.

5. THIRD PARTY PROVIDED DOCUMENTATION. Non-Motorola authored documentation will be provided in the format available from the vendor and in accordance with the vendors distribution policy.

Exhibit A-4
ESRI Terms, if applicable

This Exhibit A-4 to the Computer Aided Dispatch ("CAD") and Records System and Services Agreement ("Primary Agreement") only concerns the ESRI OEM Software included with the CAD Solution provided by Motorola. Motorola and Customer agree that this Exhibit applies only to the ESRI OEM Software as fully described herein.

1. ESRI OEM SOFTWARE. Notwithstanding any provisions herein to the contrary, the following provisions apply concerning the ESRI OEM Software.

    1.1 The use of ESRI OEM Software is restricted to executable code.

    1.2 The following are prohibited: (i) transfer of the OEM Software, except for a temporary transfer in the event of a computer malfunction; (ii) assignment, time-sharing, lend or lease, or rental of the OEM Software or use for commercial network services or interactive cable or remote processing services; and (iii) title to the OEM Software from passing to Customer or any other party.

    1.3 Also prohibited are the reverse engineering, disassembly, or decompilation of the OEM Software and the duplication of the OEM Software, except for a single archival copy; reasonable Customer backup copies are permitted.

    1.4 To the extent permitted by law, ESRI's liability is disclaimed for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the OEM Software, including damages resulting from any ESRI provided Data (Data is not warranted) and damages resulting from use in High Risk Activities such as the operation of nuclear facilities, aircraft navigation or aircraft communications systems, air traffic control, life support, or weapon systems. ESRI specifically disclaims any express or implied warranty of fitness for High Risk Activities.

    1.5 Upon termination of the contract, Customer agrees to certify in writing to Motorola that it has discontinued use and has destroyed or will return to Motorola all copies of the OEM Software and documentation.

    1.6 Customer will fully comply with all relevant export laws and regulations of the United States to assure that the OEM Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.

    1.7 Customer shall not remove or obscure any copyright, trademark notice, or restrictive legend.

    1.8 In any sublicense to the United States Government, the OEM Software shall be provided with "Restricted Rights."

2. ESRI WARRANTY.

    2.1 As to ESRI OEM Software, during the term of this Agreement ESRI represents and warrants the Software will substantially perform in conformance with the Specifications and its Documentation, provided the Software is used as specified in the Documentation, and will provide Updates, Upgrades, timely system releases, error corrections, and such improvements outlined in the ESRI life cycle maintenance policy. The foregoing warranties do not apply to errors, defects, or nonconformities due to: a) misuse of the Software solely by the Customer; b) unauthorized modification of the Software by Customer; or c) failure of Customer to use compatible hardware and software as set forth in the specifications.

2.2 If included under this Agreement, the Data has been obtained from sources believed to be reliable, but its accuracy and completeness is not guaranteed. The Data may contain some nonconformities, defects, errors or omissions. ESRI and Motorola make no warranty with respect to the Data. Without limiting the generality of the preceding sentence, ESRI and Motorola do not warrant the Data will meet the Customer's needs or expectations, the use of Data will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and Motorola are not inviting reliance on the Data, and Customer should always verify actual Data, including, but not limited to, map, spatial, raster and tabular information.

2.3 EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION AND NON-INFRINGEMENT. ESRI DOES NOT WARRANT THAT THE DATA WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THE USE OF THE SAME WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

2.4 Customer's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth herein shall be limited, at ESRI's sole discretion, to (a) replacement of any defective media; (b) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy, (c) return of the license fees paid for the Software, Data, or Documentation that does not meet ESRI's limited warranty, provided that Customer uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers evidence of such de-installation and destruction to ESRI.

3 THIRD PARTY PROVIDED DOCUMENTATION. Non-Motorola authored documentation will be provided in the format available from the vendor and in accordance with the vendors distribution policy

Exhibit B
Pricing Summary, Equipment List, and PAYMENT SCHEDULE

Pryor Police Department
Preliminary Price Quote

Quote Date: **12/07/2020**
Expiration Date: **01/15/2021**
Prepared By: **Melissa Lee**

This quote includes an initial overall cost estimate for your agency. Features of this quote include:

- First-year (12 months) maintenance and warranty coverage begins at Go-live
- Upgrades and enhancements included as part of annual maintenance, as a standard business practice
- All travel and per diem costs for onsite implementation, installation, project management, and training

Solution	Price
Computer Aided Dispatch Suite	$127,394
Records Management Suite	$64,310
Mobile Data Computing Suite	$25,939
Professional Services	Included
Warranty/ 1st year maintenance and support	Included
TOTAL PRICE:	**$217,643**
2nd Year Maintenance:	$32,754

Not Included
*Note: While the items below are not included in this preliminary quote (unless otherwise specified), Motorola Solutions can work with our partners to provide them, based on further discussions of your agency's exact needs.
• ESRI ArcGIS Desktop License • Networking hardware and any required workstations unless listed in the price table above • Third party software requirements • Any applicable taxes

CAD	
HUB (names, property, vehicle)	$39,824

- Utilizes a single-source database for Name, Vehicle, Property, and Wants/Alerts for instant access to updated, organized information
- Stores and organizes all system information, which can be accessed from one central repository with a single login
- **Learning Management System:**
- Provides online training courses on Flex modules, reducing the stress on agencies to organize and coordinate large-scale training events
- Trains and informs new and experienced users to ensure maximum leverage of the system's capabilities
- **Imaging and File Attachments:**
- Agencies can create a full-color, organized library of digital images that are fully searchable from anywhere in the system
- Allows agencies to organize their digital files for streamlined access, saving time and effort
- Integrates with CommandCentral Vault, Motorola's cloud-based digital evidence management solution, to present evidence alongside all other case information captured in the law incident

CAD	$22,222

- Allows dispatchers to manage calls for individual and multi-jurisdictional agencies, reducing response times and facilitating coordination within and between agencies
- Full integration gives dispatchers access to data from anywhere in the system, saving time and reducing liabilities by eliminating duplication and redundant data entry

CAD Mapping	$6,123

- Gives users access to location and call information through full integration with Flex CAD
- Saves dispatchers time and helps them streamline their work by quickly and easily dispatching units with drag-and-drop functionality

CallWorks Integration	$1,892

- CallWorks CallStation Combines call handling, mapping, and reporting into a single platform allowing personnel to manage voice, text-to-9-1-1 calls and mapping from a single workstation

ProQA® Law Interface	$2,891

- Integrates Flex CAD with ProQA by enabling agencies to transfer critical incident data between the two solutions

Oklahoma StateLink (OLETS interface)	$12,213

- Integrates agencies with state, national, and other external databases for better coordination

Etherlite	$725

• Works with Windows, UNIX, or Linux for adaptability	
• Minimizes Ethernet traffic by multiplexing all serial ports into a single TCP/IP session	

Hardware	$41,504
• System Server • GIS Server • Flex OEM ESRI ArcGIS Server License	
Rapid Notification	$5,526
• Connects users by enabling them to send emails or texts, based on-call nature, to smartphones, faxes, or a network	

Records Management

Law Records (RMS)	$11,373
• Easy report generation on crime analysis, presentation, and archiving saves time and reduces effort for agency personnel • Reduces errors and duplicate data entry through full integration with the rest of the Flex modules • Enhances situational awareness along with investigator and officer safety through automatic visual alerts	
IBR Reporting	$8,718
• Enables agencies to compile detailed, organized crime summary and activity information such as offenses, arrests, and law incidents for submitting IBR reports that meet state and federal standards • Automatically retrieves data from the Flex system for report generation, saving time and eliminating any manual or redundant efforts to create these reports	
Traffic Information	$3,464
• Organizes and delivers consistent, accurate data for shaping sound traffic safety procedures • Captures all citation and accident information, enabling proactive decision-making • Integrates with analytical tools (e.g., Pin Mapping, LexisNexis or CompStat) and state-specific citation and accident products	
Evidence Management	$3,465
• Maintains an organized, complete and accurate chain of custody for all evidence received • Provides a complete evidence history, detailed evidence data, and displays evidence custody for completed and closed cases in barcode lists	
Evidence Barcode and Audit/Barcode Hardware	$5,158
• Simplifies data entry, precise labeling, and hand-held auditing of storage locations by using a barcode reader • Enables users to inventory and audit evidence using a handheld barcode reader, reducing effort and saving time • Barcode scanner, printer and supplies	

Pin Mapping	$3,527

- Organizes and simplifies jurisdictional data by populating it on a geographic pin map
- Reduces search efforts by allowing access to any piece of data, record, or a combination of fields from any point on the map
- Provides organized, accurate and timely data to analyze incidents and crime trends, facilitating informed decision-making

Equipment Maintenance	$2,944

- Tracks the condition, location, history, and upkeep of department equipment, enabling easy tracking with organized information
- Calculates operating cost and equipment value, simplifying budgetary decisions and saving time
- Enables easier, quicker buying decisions by tracking warranty, manufacturer, and vendor information

Fleet Maintenance	$1,888

- Manages and organizes numerous vital fleet data elements (e.g., vehicle licensing, maintenance, repair, oil service mileage, fuel, registration, inspections, identification, unit assignment information, etc.)

Personnel Management	$3,651

- Stores and organizes all information in a central repository for easy access
- Prevents redundant entry of information based on system-wide integration, saving users time and preventing duplicate records

Mobile Data Computing	
Mobile Voiceless Dispatch	$4,281

- Connects dispatch personnel with field personnel through status updates and the ability to add/view all comments

Mobile Mapping and AVL	$5,903

- User map viewing options help organize information and enhance situational awareness
- Enables customization for easy viewing, saving time and reducing effort during resource allocation

Driver License Scanning	$5,134

- Enables officers to scan a driver license and populate Mobile search screens with identifying information, reducing the need to enter information by hand and saving time

Mobile Field Report with Field Interview (AFR)	$5,624

- Users can easily navigate fields and drop-down menus using either a touch-screen monitor or keyboard and mouse to record data and conduct field interviews, saving time
- Enables officers to quickly complete forms from their patrol vehicles, eliminating the need to return to the station
- Contains large fields that are easy to navigate with a touchscreen monitor, keyboard, or mouse, streamlining the navigation process and saving time

Mobile Records	$5,216
● Empowers personnel with universal data access, simplifying the search process in the field ● Mobile personnel can search for records in multiple places without leaving the vehicle or requesting dispatch assistance, saving time and effort	
Mobile State & National Queries	$5,216
● Allows users to perform state and federal searches simultaneously, saving time by requiring only one query ● Returns include alerts on records containing warnings, and are delivered audibly as well as with visual highlights, appealing to each officer's most effective mode of notification and saving time	
Mobile Arrest	$5,974
● Integrated with the Mobile Field Report, and completed as part of a related incident record, the Mobile Arrest Form organizes arrest data and saves officers time by populating arrest data into the Flex system ● Users can finalize and save prior to completing the field report, allowing them to focus on their surroundings without losing data	
Touch App	$6,500
● Enables personnel to access vital CAD, Records, and master table information on the go, reducing response time as first responders can focus on getting to the scene ● Allows personnel to add call comments, access crisp, high-resolution maps and other organized mobile data	

Professional Services

Implementation Analyst

- Conduct initial business process review (BPR)
- Conduct administration training on all purchased products
- Serve in a lead trainer capacity as required

End User Trainer

- Provide classroom instruction, written exams, and supervised repetition of system use in a training environment

Admin Trainer

- Conduct administration training and setup on all purchased products (this role may be filled by the Implementation Analyst, depending on customer needs)
- Serve in a lead trainer capacity as required

Go-live Assistance

- Project Manager and training personnel provide hands-on assistance before and after Go-live to ensure a successful transition to Flex

Installation Technician

- Install, test, adjust, and perform preliminary configuration of operating system for Flex
- Manage server configuration, oversee core system installation, and coordinate installation of external interfaces

Warranty / Maintenance / Support
Updates, Enhancements, and Bug Fixes
- As a standard business practice, Motorola offers updates and enhancements with the annual maintenance cost   - Customers can take advantage of continually improving technology for the lifetime of the partnership   - Agencies are not required to update their solution when an enhancement is released, and Motorola supports Flex up to two versions back
Warranty
Provides ongoing software maintenance that includes updates, enhancements, bug fixes, and support services
Support Services
- Includes toll-free hotline support (hours 6am-7pm), software support, bug fixes, first-year support, and software release updates   - Software is modified to fix identified bugs at no additional cost to the customer   - Conduct training in the Knowledge Center   - Submit support requests 24/7 and track their status from your MySpillman account

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase	
Payment Milestone	**Payment**
1. Execution of Contract	20%
2. Completion of the Project Kickoff and Contract Design Review	20%
3. Delivery of applicable System Hardware and Application Software to Customer Site	35%
4. Installation of System Hardware at Customer Site	10%
5. Successful Completion of System Live Cut	10%
6. Final Acceptance	5%

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Maintenance and Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

Exhibit C
Implementation and Technical Documents

C-1   "Statement of Work" dated <u>December 14, 2020</u>

C-2   "Project Schedule" (to be mutually developed)

C-3   "Training Plan" (to be mutually developed)

C-4   "Technical Product Descriptions"

C-1   "Statement of Work" dated <u>December 14, 2020</u>

Public Safety Software Implementation
Statement of Work ("SOW")

Between

Motorola Solutions, Inc.
("Motorola")

And

Pryor Police Department
("Customer")

Prepared

December 14, 2020

By

Motorola Solutions, Inc.

Introduction and Purpose

Motorola provides comprehensive public safety software for police departments, sheriff's offices, fire departments, communication centers and correctional facilities. Under the guidance and participation of Customer, Motorola will facilitate the delivery and implementation of its integrated software solutions, which includes all purchased products and services in the Purchase and License Agreement.

Together, the integrated software solutions are referred to as the "System."

Motorola is committed to building a lifelong partnership with Customer by providing professional project management assistance through implementation, account management, technical services, and both initial and ongoing training. Motorola will provide Customer with software tools and services to implement a system that provides for the storage, retrieval, retention, manipulation, and viewing of documents, or files pertaining to Customer operations.

This SOW guides the primary activities and responsibilities for the System's implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which Motorola and Customer will consider a task complete.

Project Objectives

Ongoing objectives of the Public Safety Software Implementation project:
- Provide a comprehensive public safety software solution to facilitate data management
- Provide the software and services necessary to enable interoperability and real-time data sharing
- Provide initial and ongoing system and application administration training to ensure proper setup and the efficient use of software modules
- Facilitate the implementation of data entry standards

Specific SOW objectives:
- Complete the project implementation plan
- Configure, set up, and install the server
- Install and configure core Motorola software modules
- Install and configure the external interfaces
- Provide onsite system setup consultation and system and application administration training
- Provide comprehensive end user training and assistance with code table set up
- Provide Go-live assistance

Change Management Procedures

In the event it is necessary to change this SOW or, if applicable, a Scope of Work document, the following procedure will be used:
- The party requesting the change will issue a Change Request document ("Change Request"). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.

- Either party may initiate a Change Request for any material changes to this SOW and any applicable Scope of Work. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any changes to the fees or schedule that may result therefrom. Upon the parties' agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating acceptance of the changes by the parties.
- Upon execution of the Change Request, the Motorola and Customer Project Managers will incorporate the change into the SOW or Scope of Work.

Project Assumptions and General Responsibilities

Project Assumptions
- The Flex System will be implemented in a Linux or Windows environment.
- Customer network is available and appropriately configured.
- Hardware is available that meets or exceeds Motorola's current hardware recommendations, is patched per Motorola's recommendations, and is appropriately configured.
- A TCP/IP-capable network is available for Flex Mobile; specifically, a broadband wireless data network (3G or greater) or a similar high speed private network. At a minimum, wireless networks should accommodate average bi-directional data rates of 256 kbit/s (kilobits per second) between the mobile client and the Flex server.
- Customer obtains State user and terminal ORIs in a timely fashion.
    - State/NCIC (StateLink) interface may not be ready for end user training; a live connection is not necessary for training exercises.
- Third party vendors provide required information for interface configuration.
- This engagement will begin on a mutually acceptable date after Motorola is in receipt of a signed contract from Customer that covers the fees and expenses described therein.
- Customer will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.

Customer Responsibilities

- Maintain effective communications with the Motorola Project Manager
- Participate in onsite project status meetings
- Respond to issues and concerns as communicated by the Motorola Project Manager
- Provide Motorola with Customer-approved project change requests
- Coordinate required Customer tasks and responsibilities with the Motorola Project Manager
- Manage all third party vendors for which Customer contracts facilitate project activities
- Ensure Customer project team members have the knowledge and expertise to meet required project responsibilities
- Provide onsite and dedicated VPN remote access as required to facilitate installation and Motorola's continued system support
- Install Flex application client on all computers
- Install Mobile application client on mobile computers
- Provide physical training facilities and supplies (e.g., projector, screen, whiteboard or equivalent) as well as personal computers required for training end users
- Ensure management and end user personnel are scheduled and available for training

Motorola Project Team Responsibilities

- Function as the liaisons with Customer's designated project manager
- Provide Customer with a project management plan, including a cut-over plan for Go-live
- Supply system test plans, setup, administration and configuration documentation, student manuals (training plans), and end user Documentation
- Manage all aspects of the implementation, including project communications
- Participate in the project planning and system setup
- Coordinate and schedule the delivery of all products and services provided by Motorola
- Conduct onsite project status meetings at Customer facility and attend all major project events including project kickoff meeting, project team training, and Go-live activities
- Facilitate the submission and approval of Customer change requests
- Provide responses and recommend resolutions to Customer issues
- Facilitate the server configuration and core system installation, and coordinate external interface installation
- Manage all third party vendors contracted by Motorola

Project Tasks and Responsibilities

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Motorola and Customer will perform their respective tasks through a combination of onsite collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

Tasks may or may not be completed in the order in which they appear. Some tasks may be sequential while other tasks may be concurrent with other tasks.

Some tasks will involve 3rd party entities (government agencies, vendors, etc.) to successfully complete this project. Motorola will cooperate and use good faith efforts to work effectively with all 3rd party representatives from other vendors or government agencies as may be necessary to ensure successful Project completion.

Project Planning and Pre-Installation

Task Description

Project Planning will consist of a series of tasks and activities to help prepare the Customer and Motorola for the implementation process:

- **Pre-Implementation Meeting**
  Motorola will conduct a Pre-Implementation Meeting (PIM), which includes a project review session and product demonstration. The Project review session will include a detailed discussion of the contract documents, project timelines, goals and objectives, and roles and responsibilities of both parties. The Project review session will be designed to ensure the project managers and key personnel on both sides are familiar with the contract documents and have the same understanding of the overall scope of the project and project approach.

- **Workflow and Forms Review Sessions/Project Team Planning Session**
  Motorola will schedule and conduct Workflow and Forms Review Sessions with each agency/department to identify paper forms and manual reports that can/will be eliminated by installing the new System, and the changes that will be required in forms that will remain in use after system go-live. This task will also include a detailed discussion/presentation and recommendations on how each agency will/should streamline work processes and adjust current staffing resources to match Software utilization.

  Deliverables

  Upon completion of Project Planning, Motorola and Customer will:

  - Document results of the workflow and forms review for each agency. Motorola will provide recommendations on forms that can potentially be eliminated and/or consolidated for each agency. Motorola will provide recommendations for forms that should remain in use after go-live occurs.

  - Identify and document estimated Customer resources and estimated time requirements for Customer-related tasks so the Customer is better prepared to assign the type of resources when necessary to do so and for what duration. This information will be based on Motorola's previous experience in installing similar systems. The goal is to help ensure the Customer is well aware in advance of tasks and resource requirements so as to avoid potential project delays during the

implementation process.

Prerequisites

- Signed Agreement

Completion Criteria

This task will be considered complete following the Pre-Implementation Meeting and completion of the Workflow and Forms Review Sessions.

Motorola	Customer
Responsibilities ● Conduct pre-implementation meeting ● Conduct product demonstrations ● Conduct workflow and forms review	**Responsibilities** ● Assist with workflow and forms analysis ● Assist with project team planning sessions
Required Staff ● Project manager ● Trainer ● Systems Engineer	**Required Staff** ● Project manager ● Project team members (staff from agencies or departments

Order Hardware

Task Description

The purpose of this task is to order the hardware required for the Flex system. Customer or Motorola (as specified in the Agreement) will be responsible for procuring the server needed to meet Motorola's hardware specifications, as well as dedicating/procuring servers for the solution's GIS component.Together, Motorola and Customer will review the purchase order to verify the purchased hardware meets system specifications. Hardware will then be shipped to Customer's location.

If Customer desires a disaster recovery solution, Customer (or a mutually agreed upon third party, as specified in the Agreement) will be responsible for procuring a second server and facilitating the setup of that solution. All costs associated with the setup and testing of the disaster recovery solution will be borne by Customer.

Deliverables
- Hardware recommendations

Prerequisites
- Pre-implementation conference call

Completion Criteria

This task will be complete once the hardware has been ordered.

Motorola	Customer
Responsibilities ● Verify hardware order ● Order hardware (per Contract) ● Provide minimum and recommended hardware requirements for all workstations	**Responsibilities** ● Order hardware (per Contract) ● Ensure hardware (workstation) upgrades, as needed
Required Staff ● Project manager ● Installation manager ● Systems engineer	**Required Staff** ● Project manager ● IT personnel (as needed) ● System administrator

Order Third Party Products

Task Description

Motorola will order third party products as specified in the Agreement. Customer will be responsible for any third party requirements not listed in the Agreement.

Deliverables
- Not applicable

Prerequisites
- Signed agreement

Completion Criteria

This task will be complete once Motorola and Customer have placed all orders for third party products.

Motorola	Customer
Responsibilities ● Order third party products as specified in the Agreement	**Responsibilities** ● Order third party products for which Customer is responsible
Required Staff ● Project manager ● Systems engineer	**Required Staff** ● Project manager ● System administrator ● IT personnel (as needed)

Finalize Project Schedule

Task Description

Prior to signing the Agreement, Motorola and Customer may have developed a preliminary project schedule. During this task, the project managers from both Motorola and Customer, as well as Customer personnel who make decisions regarding resource allocations or scheduling, will meet and review the project schedule. These individuals will make any necessary adjustments based on known changes in resource availability. Motorola's project manager will then update the schedule.

The project schedule will be further updated as necessary over the course of the project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process. Any schedule changes that occur will be a part of the project status reports provided by Motorola's project manager.

Deliverables
- Final project schedule

Prerequisites
- Not applicable

Completion Criteria

This task will be complete when the parties agree upon the final project schedule; approval shall not be unreasonably withheld or delayed.

Motorola	Customer
Responsibilities ● Lead Customer through a review of the project schedule ● Update the project schedule	**Responsibilities** ● Ensure personnel who can make resource allocation and scheduling decisions attend Project Schedule review
Required Staff ● Project manager ● Training coordinator	**Required Staff** ● Project manager ● System administrator ● Department supervisors (as needed, for approving the schedule)

Develop Data Entry Standards

Task Description

Customer is responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the kickoff meeting, Motorola will provide and explain sample data entry standards as a starting point for Customer. Customer will need to revise the sample standards to meet its specific needs. Once standards have been established, Customer will be expected to formalize the policy as standard operating procedure for data entry tasks. Motorola will incorporate the data entry standards into end user training. Therefore, Customer must complete this task prior to end user training. Motorola is not responsible for project delays due to Customer not completing this task in a timely manner.

Deliverables

- Motorola-supplied sample data entry standard
- Final, Customer-defined data entry standards

Completion Criteria

This task will be complete after Customer develops formal data entry standards that Motorola can incorporate into end user training.

Motorola	Customer
Responsibilities • Provide sample data entry standards • Explain data entry standards	**Responsibilities** • Revise sample standards form to meet Customer's needs • Create formal policies and standard operating procedures to guide data entry tasks
Required Staff • Project manager • Lead trainer	**Required Staff** • Project team

Conduct First Web Based Map Training

Task Description

Customer must prepare its GIS data for the Flex geofile and then build the Flex geofile database. Prior to training, Customer will collect current map data for assessment. Motorola will send Customer a document to guide Customer in the collection of this data. A Motorola GIS trainer will assess the current map data and provide feedback on ways to improve the quality of the data for use in the Flex geofile.

During this time, Motorola's GIS trainer will also instruct Customer's personnel responsible for building the geofile on how to build and update the maps for use in the Flex applications. After training, Customer is responsible for building the geofile. Motorola will remotely provide additional assistance, as needed.

Deliverables

- Map data collection guide
- GIS modification recommendations
- Remote assistance as needed

Prerequisites

- Existing customer map files

Completion Criteria

This task will be complete after Motorola concludes the onsite map build training.

Motorola	Customer
Responsibilities - Provide map data collection guide - Assess current map data - Provide feedback on ways to improve quality of map data - Provide map build training - Provide remote assistance during Customer's map build activities	**Responsibilities** - Collect current available map data - Attend map training - Build geofile per Motorola's specifications
Required Staff - Trainer (GIS)	**Required Staff** - System Administrator - GIS Department

Install and Configure Hardware and Operating System

Task Description

After Customer receives the server hardware, Motorola's systems engineer will install the server at Customer site, and install and configure the operating system. The systems engineer will also help Customer configure the GIS server to accommodate Esri® Network Analyst, which is necessary if Customer wants routing and closest unit dispatching capabilities.

Deliverables

- Servers installed and configured

Prerequisites

- Addresses for servers and VPN identified
- Server location, equipment, and supply of power provided

Completion Criteria

This task will be complete when Motorola has installed and configured the Linux or Windows server and operating system, conducted initial tests of the equipment, corrected any material problems or deficiencies, and established connectivity to Motorola Flex headquarters.

Motorola	Customer
Responsibilities ● Install Linux or Windows server and operating system at Customer site ● Configure database storage space allocation ● Guide Customer through network configuration ● Conduct initial tests of the equipment and correct any problems or deficiencies ● Establish connectivity to Motorola Flex headquarters	**Responsibilities** ● Facilitate installation of Linux or Windows server ● Set up disaster recovery solution ● Configure network ● Assist with establishing connectivity to Motorola Flex headquarters
Required Staff ● Project manager ● Systems engineer	**Required Staff** ● System administrator ● IT department

Install Core Flex Application

Task Description

After installing the servers and configuring the operating system and database storage, Motorola's systems engineer will install the core Flex application and the Motorola side of interfaces. The systems engineer will configure the database environments and create the initial administrative user accounts.

Motorola will provide Customer with Mobile and Flex client applications. Customer is responsible for installing the client application on the mobile and desktop computers.

Deliverables

- Installation of Flex applications, as specified in the Agreement
- Installation of Flex components of external interfaces
- Installation of Flex Mobile client application

Prerequisites

- Hardware installed

Completion Criteria

This task will be complete when Motorola has installed the core Flex applications, created the training user accounts and administrative accounts, initiated the installation of external interfaces, and performed the tests required for end user training and Go-live.

Motorola	Customer
Responsibilities ● Install core Flex applications ● Configure databases (live and training) ● Create administrative user accounts ● Create training user accounts ● Initiate installation of external interfaces	**Responsibilities** ● Install Flex client application on PCs ● Install Flex Mobile client application on mobile computers
Required Staff ● Systems engineer	**Required Staff** ● IT personnel ● System administrator

Configure StateLink/NCIC, CallWorks, and Other External Interfaces

Task Description

Motorola installs the NCIC and CallWorks interfaces with configuration parameters set to default values. While most external interfaces require only configuration prior to execution, these interfaces require additional technical and administrative steps for operability.

Motorola will install the StateLink and Mobile StateLink NCIC interface. Customer, however, is responsible for obtaining a state connection and obtaining state user and terminal ORIs. Should Customer require assistance, Motorola can help with the process. Together, Motorola and Customer will enter the ORI and terminal information and test the connection.

Motorola will install the CallWorks interface. To configure this interface, Motorola will require a sample ANI/ALI data stream from Customer, as well as dispatch terminal IP addresses and a port for connectivity to the ANI/ALI box. After receiving this information and the required connectivity, Motorola will configure the CallWorks interface and, together with Customer, will test the connection to verify the correct data stream and format transfers to the CAD screens.

Motorola will also install and test all other external interfaces specified in the Agreement. The development process for other interfaces will include programming, testing, and demonstrating to Customer the successful completion of all included interfaces and software modifications, as set forth in the Agreement.

Deliverables

- Installation, configuration, and testing of StateLink and Mobile StateLink StateLink/NCIC, and CallWorks interfaces

Prerequisites

- Methods of connectivity defined
- Contact information for all third party vendors

Completion Criteria

This task will be complete when Motorola and Customer have tested the StateLink and Mobile StateLink/NCIC, CallWorks interface, and other external interfaces included in the Agreement and they are installed and working correctly in all material respects.

Motorola	Customer

Responsibilities
 	
● StateLink Interface
   – Install StateLink/NCIC interface
   – Work with Customer to enter ORI and terminal information
   – Test StateLink/NCIC interface
● CallWorks Interface
   – Install interface
   – Configure ANI/ALI connection to Flex
   – Verify data stream/format to CAD screens
● Other External Interfaces
   – Serve as prime contractor to develop interfaces
   – Test and successfully demonstrate completion to Customer
   – Update interface and system Documentation, as necessary
	Responsibilities
	
	● StateLink Interface
	   – Obtain state connection
	   – Obtain state user and terminal ORIs
	   – Work with Motorola to enter ORI and terminal information
	   – Test StateLink and Mobile StateLink State/NCIC interface
	● CallWorks Interface
	   – Provide ANI/ALI port for connection
	   – Provide dispatch computer IP addresses
	   – Verify data stream/format to CAD screens

Required Staff ● Project manager ● Systems engineer ● Development (programmers)	**Required Staff** ● IT department ● Any applicable third party vendors ● System administrator

Conduct Project Team Training

Task Description

Motorola will conduct a three-day training course for Customer's project team. Part of this training includes an overview of the purchased application. During the overview, Motorola will demonstrate the functionality of the various modules.

Deliverables
- Project team training

Prerequisites
- Server installation complete
- Training room set up with server connectivity

Completion Criteria

This task will be complete when the parties have concluded project team training.

Motorola	Customer
Responsibilities ● Project team training (system overview) ● Demonstrate Flex application	**Responsibilities** ● Provide appropriately equipped training location ● Ensure appropriate personnel attend project team training
Required Staff ● Project manger ● Trainer	**Required Staff** ● Project team ● Trainer

Conduct System Administration Training

Task Description

Motorola will conduct the following system administration training courses:
- Specialist system application administration (3 days)
- Module-specific administration training, as appropriate

System administration training includes training to set up, enter, and administer the operational and administrative code tables. Following training, Customer will be responsible for entering code tables. Customer must enter data before user training begins. Motorola will provide training on user/group setup, including granting system privileges.

Additionally, Customer should have a good draft of its data entry standards. During this training, Motorola will work with Customer to review and finalize the data entry standards. Following training, Customer will be responsible for formalizing data entry standards. This task must be complete before user training begins.

Deliverables
- System administration training per the training plan

Prerequisites
- Flex application installation
- Project team training
- Customer completion of data entry standards

Completion Criteria

This task will be complete when Motorola has provided the system administration training per the training plan.

Motorola	Customer
Responsibilities ● System administrator training ● Module administration training ● Code table setup training	**Responsibilities** ● Provide properly equipped location ● Ensure personnel attend training ● Finalize data entry standards ● Enter code tables
Required Staff ● Trainer	**Required Staff** ● Project manager (as needed) ● Project team ● System administrator ● IT personnel ● Department managers (as needed for code tables decisions)

Conduct Follow Up Map Training and Final Map Setup Training

Task Description

Motorola GIS trainers will conduct multiple (as needed) training sessions to review the geofile map build and direct the necessary GIS modifications. These trainers will identify areas where the maps could be improved and assist Customer with any issues or problems it is experiencing.

Prior to Go-live, Motorola will conduct a final review session to assess the condition of Customer map data and ensure it is ready for go live.

Deliverables
- GIS professional services (consulting)
- Final map review

Prerequisites
- Flex application installation
- System administration training
- Significant progress on Customer map build

Completion Criteria

This task will be complete when the final map is prepared and ready for go live.

Motorola	Customer
Responsibilities ● Provide map build assistance to Customer ● Assist with final map review and go live preparation	**Responsibilities** ● Map build and GIS modifications ● Perform final map review
Required Staff ● Trainer (GIS)	**Required Staff** ● GIS department ● System administrator

Conduct End User Training

Task Description

Motorola will conduct end user training per the mutually agreed upon training plan.

Deliverables

- End user training

Prerequisites

- Functional testing completed
- Interfaces installed and configured

Completion Criteria

This task will be complete when Motorola has provided all end user training per the training plan.

Motorola	Customer
Responsibilities ● Provide end user training per the training plan	**Responsibilities** ● Provide training facilities and equipment ● Ensure appropriate personnel attend each training class
Required Staff ● Trainers	● Required Staff ● All employees (end users)

Cutover to Live Operation

Task Description

Motorola trainers will be onsite to assist Customer with cutover to live operation (Go-live).

On the day of cutover to live operation, Motorola will facilitate a Go-live kickoff ensuring all tasks are completed and Customer personnel are prepared for pre and post-cutover roles.

After cutover, Motorola's trainers will assist Customer personnel with initial live database entry, providing guidance and training as needed. The trainers will troubleshoot live database problems that may arise and make minor configuration modifications as Customer makes initial database entries and enacts entire work processes in the live environment.

Motorola's project manager and trainers will hold meetings with Customer project team, as needed, to discuss concerns and issues that arise.

Customer's system administrators, project team, and other "supervisory users" shall be present to provide guidance to Customer personnel needing additional assistance. Customer personnel are free to ask questions. The system administrators, project team, and other supervisory users should report issues and concerns they encounter to Motorola's trainers and project manager, who will incorporate the issues and concerns into daily meetings and one-on-one training.

Deliverables

- Trainers onsite for Go-live

Prerequisites

- Completion of all previous tasks

Completion Criteria

This task will be complete once live operation of the entire System has commenced and the other tasks described above been completed.

Motorola	Customer
Responsibilities ● Facilitate Go-live kickoff meeting (first day of Go-live) ● Assist with initial live database entry ● Observe operations and troubleshoot live database problems ● Make minor modifications as needed ● Work one-on-one with individuals	**Responsibilities** ● Ensure appropriate personnel attend Go-live kickoff meeting ● Provide guidance to individuals who need extra assistance ● Relay issues and concerns to Flex
Required Staff ● Project manager ● Systems engineer ● Trainers	**Required Staff** ● Project manager ● All employees (end users)

Perform Site Audit and Analysis

Task Description

Approximately a few weeks following cutover to live operation, a Motorola trainer will be onsite to observe how Customer personnel are using the System. The trainer will be available to answer any follow up questions and provide additional training to enhance user capabilities, showing the users alternative ways to use the System.

Deliverables

- Onsite analysis and training for up to three days

Prerequisites

- Go-live operations

Completion Criteria

This task will be complete after the Motorola trainer has conducted the site audit and analysis.

Motorola	Customer
Responsibilities ● Answer follow up questions ● Show users alternative ways to use the system	**Responsibilities** ● Communicate questions or concerns
Required Staff ● Trainer	**Required Staff** ● Applicable staff

Major Milestones

- Agreement signing
- Hardware delivery/Core installation
- Project team training/Administration training complete
- Interfaces
- End user training complete
- Go-live complete

C-2   "Project Schedule" (to be mutually developed)

C-3 "Training Plan" (to be mutually developed)

C-4   "Technical Product Descriptions"

Technical product documents for the following interfaces are provided in the following pages:

- CallWorks Interface
- Oklahoma StateLink Interface
- ProQA Law Interface

CallWorks Interface
Product Description

Summary

Many agencies today have separate call handling and dispatching solutions, forcing call takers and dispatchers to swivel back and forth between the different applications, multiple screens and keypads. Focus, comfort and speed are all affected.

Motorola Solutions' NG9-1-1 CallStation and Flex CAD offer a more efficient call management approach by integrating call handling into CAD and easing the call taker's already stressful job. The result is a more efficient and comfortable workspace. The call taker minimizes keystrokes, reduces errors and speeds response. No more swiveling back and forth between applications. Now, answering a call, creating an incident, dispatching and releasing a call can be accomplished in as few as four keystrokes - all from one workstation.

Flex CAD integration with the Emergency Call Works telephony system will allow achieve the following goals:

- Simplify user experience thru integrating the telephony system to the call taking process
- Simplify the operating environment by eliminating redundant workplace controls
- Speed up the call taking process due to the unbroken chain of actions and reduction of data entry duplication

Problem-Oriented Features

Marketecture	Market Problem	Feature
CAD Incident phone call association with call control	The lack of integration between telephony and CAD systems is the main reason for separated workstations which causes these clients unnecessary manipulation and loss of time when processing 911 phone calls	ECW/Flex CAD Integration provides: • Streamlines the workflow between telephony and CAD reducing keystrokes; eliminates data entry errors • Increases call taker focus • Increased control flexibility – command line, function keys, mouse • Allows for dispatch to happen more quickly and more efficiently • Reduces cost and complexity of CAD and 9-1-1 support
Dial unit by ID	There is an urgent need to contact the unit by calling the officer's mobile phone which requires the search of unit composition and personal data of an officer	Call taker is able to dial a unit from the Unit Status Window, by Unit ID from the CAD command line or by 10 digit phone number
Transfer CAD Incident	Due to the lack of integration between telephony and CAD systems, transferring a phone call between positions is carried out by shouting the CAD Incident number to a neighboring position	Flex CAD system automatically opens the CAD Incident screen upon acceptance of a active 911 phone call on the position after a phone call transfer, joining the conference call, or picking up a phone call from the hold.

	Due to the lack of integration between the telephony and CAD systems, the 1221 NFPA report is prepared manually with often imaginary data	Embedded 1221 NFPA Call Taking and Dispatch report based on the timeline of processing phone call and CAD incident dispatch
1221 NFPA Call Taking and Dispatch report		

Feature List

Feature	Description	Version
Login	Login to the ECW telephony system from the Flex CAD and CAD Incident screen with the ability to remember credentials for subsequent sessions	MVP
Open CAD Incident screen	Automatic popping up CAD Incident screen with phone data population upon acceptance phone call or establishing call back on an abandoned 911 phone call or acceptance 911 phone call by the E9 CAD command	MVP
Merge CAD Incident	Support of multiple active phone call sessions on different positions with the same CAD Incident upon merge of the CAD Incidents	MVP
Call Control Panel	Taking control over phone call directly from the CAD Incident screen with the following functionality: put on hold, pick up from the hold, mute, unmute, call back, transfer and release phone call	MVP
ANI/ALI REBID & RapidSOS Update	Displaying ANI/ALI REBID and RapidSOS update on CAD Incident screen	MVP
Dial functionality	Phone call initiation from the CAD command line, Unit Status Window by phone number or unit id	MVP
Transfer CAD Incident	Ability to transfer ECW phone call jointly with CAD Incident data with automatic opening of the CAD Incident screen upon phone call acceptance on the destination workstation	Baseline
NFPA 1221 Report	NFPA Call Taking and Dispatch	Baseline

Requirements
Hardware

Hardware	Model	Vendor/Company	Support	Notes
Recommended hardware workstation requirements for the cohabitant composition when Flex CAD and Emergency Call Works are deployed on the same machine				
CPU	i5-9500	Intel		
RAM	**12** GB			+ 4GB added for the Flex CAD client
HDD	500GB 7.2k			
Recommended hardware requirements for the Emergency Call Works workstation when the Flex CAD and ECW clients are located on different machines				
CPU	i5-9500	Intel		
RAM	8 GB			
HDD	500GB 7.2k			

Software

Software	Version	Vendor/Company	Notes
Operating System	• 64-bit Windows	Microsoft	
Flex CAD	• **New Call Comments need to activated** • **New CAD Incident screens need to be activated** • 2020.1 for the Pilot agency (Gray's Harbor) • 2020.2 and higher for the General Availability	Motorola Solutions, Inc.	
Flex CAD Map	Setup for ECW integration with the Flex CAD Map	Motorola Solutions, Inc.	
Emergency Call Works	• 4.2.8.2	Motorola Solutions, Inc.	
Geovalidation or ESRI Geobase		ESRI	The New CAD Incident Screen doesn't work with Classic geobase

Limitations

- RapidSOS shall be turned off - ECW/Flex integration supports RapidSOS data coming from the ECW telephony system

Oklahoma StateLink Interface
Product Description

This document covers the StateLink protocol Interfaces and available transactions for the State of Oklahoma.

Feature List

The transactions listed below encompass every type of transaction currently available through StateLink in Oklahoma. New transaction are custom work and will take time to be added. The required paper work needs to be filed with the state as early as possible to expedite installation.

Available Transactions			
Transaction Type	**Screen Name & Description**	**Flex Command Line Access**	**Message Keys Sent**
Administrative	Administrative Message by ORI	AM	AM, AML
	Query ORI	QO	QO
Article	Query Article	QA	QA
Boat	Query Boat Registration	BQ	BQ
	Query Boat	QB	QB
Criminal History	Query CHRI by Free Form	AQ	AQ
Driver License	Query Driver License	DQ	DQ
	Query Driver History	KQ	KQ
Gang	Query Gang	QGG	QGG
	Query Gang Member	QGM	QGM
Gun	Query Gun	QG	QG
Identity Theft	Query Identity Theft	QID	QID
Missing Persons	Query Missing Person	QM	QM
Protection Order	Query Protection Order	QPO	QPO
Securities	Query Security	QS	QS
Vehicle	Query Vehicle Registration	RQ	RQ
	Query Vehicle	QV	QV
	Query Snowmobile Registration	SQ	SQ
Wanted	Query Wanted	QW	QW, ZW, QWA, QWE, QWF, QWS

Requirements

Hardware

Hardware	Model	Vendor/Company	Support	Notes
Requirements				• Typical hardware requirements are needed for StateLink and can be found in the Flex Hardware Recommendations document.

Software

Software	Version	Vendor/Company	Notes
Flex	Verison 4.5 or higher	Motorola Solutions, Inc.	
StateLink	Version 2.0 or higher	Motorola Solutions, Inc.	• Executable: StateLinkOK.war
O/S			• Windows • Linux • AIX
Other Requirements			• Communications Protocol: FoxTalk • Message Type: OFML • NCIC 2000 Standard: Yes • Displays Images in Returns: Yes • Voiced Responses: Yes • Highlighting: Yes • Import to Flex: Yes • Requesting Unit Auto Forward: Yes • Hit Alerts: Yes

ProQA Law Interface
Product Description

Summary

Priority Dispatch's ProQA software automates the process of determining an incident type for emergency calls and provides approved pre-arrival instructions. The series of questions used to determine scene status is called a "protocol." ProQA provides protocols for three public safety disciplines: Medical, Fire and Police. Pryor Police Department will utilize the law interface specifically. Based on the answers to the questions in the protocol, ProQA provides a determinant code that dispatch uses to send the appropriate response. The Flex ProQA Paramount Interface integrates ProQA with Computer Aided Dispatch (CAD) to streamline the process of gathering and disseminating information from the caller.

Feature List

- Bi-Directional Data Flow
- Streamlined Operation
- Fast Response

Requirements

Software

Software	Version	Vendor/Company	Notes
Flex	Version 6.1 or higher	Motorola Solutions, Inc.	
ProQA Paramount	Version 5.0	Motorola Solutions, Inc.	

EXHIBIT D
Maintenance and Support Agreement

This Exhibit D, Flex Maintenance and Support Agreement ("Agreement"), is between Motorola Solutions, Inc., ("Motorola"), and <u>Pryor Police Department</u> ("Customer").

For good and valuable consideration, the parties agree as follows:

Section 1: Definitions

1.1 "**Coverage Hours"** means the hours between 5:00 a.m. and 6:00 p.m., Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Motorola.

1.2 **"Documentation"** means all written or electronic user documentation for the Software provided by Motorola to Customer. Documentation does not include Motorola marketing materials.

1.3 "**Enhancement"** means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Motorola may designate Enhancements as minor or major, depending on Motorola's assessment of their value and of the function added to the preexisting Software.

1.4 "**Error"** means any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Motorola, subject to the exceptions set forth in Section 4.

1.5 "**Error Correction"** means either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.

1.6 **"Primary Agreement"** means the agreement to which this exhibit is attached.

1.7 "**Releases"** means new versions of the Software, including all Error Corrections and Enhancements.

1.8 "**Response Time"** means six (6) or less Coverage Hours, from the time Customer first notifies Motorola of an Error until Motorola initiates work toward development of an Error Correction.

1.9 **"Software"** means the package of Motorola computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, initially or subsequently licensed by Customer. Software also includes all Utilities, modifications, new Releases and Enhancements. "Software" specifically excludes Third Party Software, except to the extent otherwise expressly stated in this Agreement.

1.10 "**System Application Administrator"** means an agent of Customer appointed by Customer, who has been certified on the Software by Motorola, pursuant to the procedures set forth in Section 6 hereof, and is able to communicate effectively with Motorola support personnel in the description and resolution of problems associated with the Software.

1.11 "**Support Term"** means the entire period during which Customer is receiving support services for the Software under the terms of this Support Agreement, beginning on the installation date of the Software. Support services are included during the Software's Warranty Period, as defined in Section 6.1 of Exhibit A, which is the "Initial Support Term." Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant

to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the Software License in Exhibit A

1.12 **"Third Party Software"** means software owned by third parties, whether (i) licensed by the third party to Motorola for distribution to Motorola's customers with the Software, such as mapping software, database software, paging software or open source software, or (ii) separately acquired by Customer as necessary or appropriate for use in conjunction with the Software, such as word processors, spreadsheets, terminal emulators, etc.

1.13 **"Utilities"** means the software utilities and tools provided by Motorola as part of the Software, including Motorola's XML Query, ODBC interface and implementation code, ctperl, dbdump, and dbload, as well as any other software utilities provided by Motorola in connection with the Software.

Section 2: Eligibility For Support

2.1 **Support Termination.** Motorola's obligation to provide the support and maintenance services described in this Support Agreement with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Motorola's discretion, if at any time during the term of this Support Agreement any of the following requirements are not met:

    2.1.1   The Software License in Exhibit A must remain valid and in effect at all times;

    2.1.2   The Software must be operated on a hardware platform, operating system and version approved by Motorola; and

    2.1.3   Customer must be current on payment of maintenance and support fees.

2.2 **SAA Replacement.** Motorola may require Customer to appoint a new Motorola Application Administrator ("SAA") in order to continue receiving support services or increase Customer's support fees, if Motorola reasonably determines that the acting SAA does not have the training or experience necessary to communicate effectively with Motorola support personnel.

Section 3: Scope of Services

During the Support Term, Motorola shall render the following services in support of the Software, during Coverage Hours:

3.1 **Support Center.** Motorola shall maintain a Support Services Control Center capable of receiving from the SAA reports of any software irregularities, and requests for assistance in use of the Software.

3.2 **Services Staff.** Motorola shall maintain a trained staff capable of rendering support services set forth in this Support Agreement.

3.3 **Error Correction.** Motorola shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Motorola in accordance with Motorola's standard reporting procedures. Motorola shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Motorola shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction and Motorola shall include the Error Correction in all subsequent Releases of the Software. Motorola supports two (2) versions back from the most recent release version. However, Motorola may, but is not obligated to, provide Error Corrections for any version of the Software other than the most recent Release.

3.4 **Software Releases.** Motorola may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Motorola so elects, major Enhancements. Motorola reserves the right to require additional license fees for major Enhancements. Motorola shall provide Customer with one copy of each new Release, without additional charge. Motorola shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Motorola's current Fee Schedule.

3.5 **Enhancements.** Motorola shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Motorola and Customer.

Section 4: Services Not Covered by this Support Agreement

The services identified in this section are NOT covered by this Support Agreement. Motorola strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Motorola products. Motorola may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

4.1 **Third Party Products.** Motorola will not provide support for any third party products, including hardware, or support for hardware failure due to the use of any third party products. Motorola may in its discretion provide first-line support for Third Party Software distributed by Motorola; if not, Motorola will refer Customer to the vendor of such software for resolution of support issues.

4.2 **Customized Interfaces and Software.** Motorola's standard support does not include support for any custom interfaces or other customized Software developed by Motorola or any third party for Customer. Support and maintenance services for customized Software are subject to an additional support fee, if agreed in writing between the parties. Such support and maintenance services include bug fixes and minor modifications to the custom interface or software. They do NOT include major revisions or rewrites, such as those required to make a custom interface work with a new or upgraded version of the applicable third party software. Custom interfaces and support therefore are specific to the designated version of the applicable third party software or system. Any major changes to such third party software or system will require a new custom quote for Motorola to modify the custom interface to work with the new version of the third party software or system. Motorola's support fees may also differ for the new version of the custom interface.

4.3 **Network Failures.** Motorola will not provide support for any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.

4.4 **Data Recovery.** Motorola's standard support does not include restoration and/or recovery of data files and/or the operating system. Motorola will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data.

4.5 **Unauthorized Use.** Motorola will not provide support where the problem arises out of any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Customer's or a third party's use of the Utilities or any software not specifically licensed by Motorola to Customer for use in connection with the Software. Any assistance provided by Motorola in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Customer (or by a third party with Customer's knowledge) may result, at Motorola's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades under this Support Agreement.

4.6 **Database Modifications.** Motorola will not provide support for any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.

4.7 **Misuse or Damage.** Motorola will not provide support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Motorola, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or Third Party Software or hardware malfunction.

4.8 **Operating System.** Motorola is not responsible for supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches, or for providing assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.

4.9 **Onsite Visits.** Onsite service visits to Customer's facility by Motorola are subject to additional charges, as set forth in Section 7.5.

4.10 **Printers.** Motorola is not responsible for supporting printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Motorola.

Section 5: Obligations of Customer

5.1 **Software Connectivity.** Customer must maintain and provide, at no cost to Motorola, a CJIS-approved broadband internet connection to the server used with the Software, 24 hours per day, 7 days per week, to facilitate remote support utilities enabling Motorola support personnel to connect to and provide assistance with the server used with the Software. Third party connectivity tools, such as client VPN software, which must be installed on Motorola equipment, cannot be required by Customer.

5.2 **Customer Representative During Onsite Visits.** Customer's SAA or another authorized representative of Customer must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Motorola representative arrives onsite, the Motorola representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for Motorola's expenses relating to the visit. If Motorola's on-site support person determines that changes to Customer's system (hardware or software) are required or advisable, it will inform Customer's representative. If such representative is not authorized to make or approve changes to Customer's system, as applicable, Customer will promptly make available such a person.

5.3 **English Language.** All communications between Customer and Motorola must be in the English language.

5.4 **SAA Assignment.** Customer is responsible for providing one or more qualified Motorola Application Administrators as described in Section 6 hereof. At least one authorized representative, identified to Motorola by Customer in writing with contact information, must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Motorola.

5.5 **Security.** Customer is responsible for providing all network and server security.

5.6 **Error Information.** Customer must provide Motorola with information sufficient for Motorola to duplicate the circumstances under which an Error in the Software became apparent.

5.7 **CJIS Compliance.** Customer is responsible for its own adherence to the FBI Criminal Justice Information Services (CJIS) Security Policy, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (to the extent applicable) and any other applicable security and privacy laws and regulations. Motorola will reasonably cooperate with Customer in connection therewith.

Section 6: SAA and Support Contact Requirements

6.1 **Certification.** Customer's designated SAA must be certified by Motorola within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated SAA must meet the following requirements in order to certify at the basic level:

    6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:

        i. System Introduction – Inquiry,
        ii. System Introduction – Data Entry & Modification,
        iii. Basic System Administration, and
        iv. General training applicable to the Software used by Customer.

    6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.

6.2 **SAA Training Costs.** Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.

6.3 **SAA and Support Contact Information.** Contact information for Customer's SAA(s) and other authorized support contacts must be provided by Customer to Motorola's Technical Services department. Any changes to Customer's SAA and support contacts names and contact information must be promptly provided to Motorola's support department.

6.4 **Qualifications.** Each designated SAA and Customer support contact must be qualified to address, or have other support resources to address, without the aid of Motorola, all problems relating to hardware, software, or operating system not directly associated with the Software.

Section 7: Fees and Charges

7.1 **Support Fees.** During the Initial Support Term, support services are included as part of the initial purchase price paid by Customer. Thereafter, Customer shall pay Motorola the applicable support fees or Motorola support invoice, and any other charges or fees described herein. Motorola reserves the right to change its support fee, effective upon no less than 90 days written notice to Customer prior to the end of the current annual period.

7.2 **Support Fee Invoices.** Motorola shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which those charges and expenses accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.

7.3 **Equipment Fees.** Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Software.

7.4 **After-Hours Charges.** Customer agrees to pay additional charges according to the Motorola Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.

7.5 **Onsite Support** If Customer requests onsite support services, Customer shall reimburse Motorola for all labor, travel, and related expenses incurred by Motorola in providing such support services.

7.6 **Additional Fees.** Additional support fees may be required by Motorola if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 1 of Exhibit F, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred. Additionally, Motorola may adjust support fees based on changes in (1) additional licenses or modules purchased by Customer, (2) Customer's hardware, (3) the Coverage Hours selected by Customer, or (4) Customer's violation of the restrictions set forth in Section 4.5 hereof.

    7.6.1 Inflation Adjustment. At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 8: Termination

8.1 **Automatic Termination.** This Support Agreement shall automatically terminate immediately upon termination of the Software License in Exhibit A for any reason.

8.2 **Termination by a Party.** Either party may terminate this Support Agreement as follows:

    8.2.1 If either Motorola or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Agreement at the end of such Support Term; or

    8.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Agreement and the offending party has not cured such breach within the 30-day notice period.

8.3 **Final Invoicing upon Termination.** Following termination of this Support Agreement, Motorola shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

Section 9: General

9.1 **Incorporation of Additional Terms.** The terms of Section 3.5 (Motorola Software); Section 3.6, (Non-Motorola Software); Section 10.9 (Disclaimer of Other Warranties); Section 12 (Disputes);

Section 15 (Limitation of Liability); Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17 are hereby incorporated into this Agreement by reference.

Exhibit E
SYSTEM ACCEPTANCE CERTIFICATE
Public Safety Applications

Customer Name: <u>Pryor Police Department</u>

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that the System is accepted.

Customer Representative   **Motorola Representative**

Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative   **Motorola Representative**

Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

11-05-2020

Pryor Police Department
214 S Mill St.
Pryor, OK 74361

To whom it may concern,

This letter is to inform you that Vigilant Solutions, LLC ("Vigilant") is the sole source provider of the WatchGuard CarDetector Mobile Software and is the only provider that has the ability to integrate with WatchGuard's in-car video system for license plate recognition.

Vigilant manufacturers license plate recognition hardware and software for the public safety industry and is the exclusive producer of CarDetector Mobile Software, LEARN Investigative Data Platform, FaceSearch and Mobile Companion. Vigilant is the only ALPR vendor with Commercial Data.

If you have any additional questions or comments please feel free to contact me.

Sincerely,

Bill Quinlan
Vice President Sales Operations
Vigilant Solutions
Tel: 925-398-2079
Email: bill.quinlan@vigilantsolutions.com

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(12)	VS-MC-MP-02	**Annual Mobile Companion Concurrent User License for Multi-plate Scan Feature, for agencies with an Investigative Data Platform (IDP) subscription** • One (1) annual concurrent user license for the Mobile Companion Multi-plate scan feature • Requires agency LEARN or Client Portal account, and features will be dependant on agency access to LPR and/or facial recognition modules of LEARN or Client Portal • The concurrent user license may be shared across users • Only one user may use the license at a given time • Agency must have an active IDP subscription
Subtotal Price (Excluding sales tax)		**$3,600.00**

Qty	Item #	Description

(1)	VS-IDP-01B	**Investigative Data Platform - Annual Subscription for up to 25 Sworn - State and Local**
		
		• Commercial LPR Data access - For up to 25 Sworn
		   o Access to all Vigilant commercially acquired national vehicle location data
		   o Unlimited use by authorized agency personnel to complete suite of LEARN data analytics
		   o Includes full use of hosted/managed LPR server account via LEARN
		• FaceSearch with Vigilant Image Gallery Access For up to 25 Sworn
		   o Access to all agency/shared images and Vigilant Image Gallery
		   o Unlimited use by authorized agency personnel to all FaceSearch tools
		   o Image gallery of up to 5,000 images

Subtotal Price (Excluding sales tax)		**$4,250.00**

Qty	Item #	Description

(20)	WGS00215	**WatchGuard CarDetector Mobile Software License and Support**
		
		• Provides for:
		    o Use of WatchGuard CarDetector Mobile LPR software
		    o Access to software updates and helpdesk support
		• Billing Rate is per vehicle per year

Subtotal Price (Excluding sales tax)		**$1,900.00**

Qty	Item #	Description
(20)	WGP01090-005	**25 ft. Ethernet Cable**
Subtotal Price (Excluding sales tax)		**$0.00**

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect until December 31, 2020.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. This Quote does not include the installation of the Ethernet cable.
5. Ethernet Cable will be supplied by WatchGuard.

Quoted by: Lisa Wideman - 512-734-3934 - lisa.wideman@motorolasolutions.com

Total Price (Excluding sales tax)	**$9,750.00**

WATCH GUARD

4RE/VISTA Price Quote

CUSTOMER: Pryor Creek Police Department

,
,,
,,,

ATTENTION: Kevin Tramel

PHONE: 918-825-1212

E-MAIL:

ISSUED: 7/20/2020 10:15 AM

EXPIRATION: 2/28/2021 12:00 AM

TOTAL PROJECT ESTIMATED AT: $15,450.00

SALES CONTACT: Izzy Valdovino

DIRECT:

E-MAIL: izzy.v@motorolasolutions.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-BUN	VISTA HD WiFi and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording, one camera mount, 32 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	2.00	$5,550.00	$0.00	$11,100.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-WIF-NOF	3 Year VISTA WiFi, No-Fault Hardware and Software Maintenance Bundle	2.00	$650.00	$0.00	$1,300.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	2.00	$75.00	$0.00	$150.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	2.00	$150.00	$0.00	$300.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
CAB-RIA-100-SRY	Radar Interface Cable for Stalker, Y-Cable, 10'	2.00	$75.00	$0.00	$150.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	2.00	$200.00	$0.00	$400.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	MikroTik Configured Wireless Kit, 4RE In-Car 802.11n (Radio, Antenna, PoE, 2-10' Ethernet	2.00	$200.00	$0.00	$400.00

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

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WATCH GUARD

Cables)

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	2.00	$0.00	$0.00	$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	2.00	$100.00	$0.00	$200.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	2.00	$200.00	$0.00	$400.00

Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-EVL-CLD-BAS	Evidence Library 4 Web CLOUD - SHARE - Basic for VISTA	6.00	$0.00	$0.00	$0.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
BRK-DV1-MIC-100	Upgrade to Elite DVR	2.00	$275.00	$0.00	$550.00
DV1-AOH-GPS-RFB	Additional IR Camera	2.00	$195.00	$0.00	$390.00
Freight	Shipping/Handling and Processing Charges	1.00	$110.00	$0.00	$110.00
					$15,450.00

Total Estimated Tax, may vary from State to State $0.00

Configuration Discounts	**$0.00**
Additional Quote Discount	**$0.00**
Total Amount	**$15,450.00**

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____