
#### Abstract

AN ORDINANCE OF THE CITY OF PRYOR CREEK, MAYES COUNTY, OKLAHOMA, PROVIDING FOR THE ANNEXATION OF A TERRITORY LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MAYES COUNTY, OKLAHOMA INTO THE CORPORATE LIMITS AND AS PART OF THE CITY OF PRYOR CREEK, OKLAHOMA; PROVIDING THAT THE NEWLY ANNEXED TERRITORY BE ZONED "RS-50" (Residential Single-Family 50); AND PROVIDING FOR REPEALER AND SEVERABLITY.


COMING BEFORE the City Council for the City of Pryor Creek, Oklahoma, is the Petition for Annexation filed by the owners of the territory to be annexed in reference to the following:

## SECTION 1: JURISDICTIONAL FACTS

A Petition for Annexation was previously filed with the City of Pryor Creek, Oklahoma by all (100\%) of the owners of the following described property. In said Petition for Annexation, the owners requested that the City of Pryor Creek add the following described property into the corporate limits of the City:

TRACT 1 (PRYOR CREEK INVESTMENTS, LLC)
A TRACT OF LAND SITUATED IN GOVERNMENT LOT NUMBERED 3 AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4) OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MAYES COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE S88²2'47"W FOR A DISTANCE OF 401.11 FEET ALONG THE NORTH LINE THEREOF TO THE POINT OF BEGINNING;
THENCE S1³7'13"E FOR A DISTANCE OF 325.03 FEET;
THENCE N88²2'47"E FOR A DISTANCE OF 67.23 FEET;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 78.00 FEET FOR A DISTANCE OF 86.86 FEET, BEING SUBTENDED BY A CHORD OF S33³1'20"E FOR A DISTANCE OF 82.44 FEET;
thence along a Curve to the right having a radius of 17.00 feet for a distance of 18.92 FEET, BEING SUBTENDED BY A CHORD OF S33³2'34"E FOR A DISTANCE OF 17.96 FEET; THENCE S1³9'43"E FOR A DISTANCE OF 275.88 FEET;
tHENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET FOR A DISTANCE OF 373.78 FEET, BEING SUBTENDED BY A CHORD OF S902'46"W FOR A DISTANCE OF 371.61 FEET; THENCE S19³5'15"W FOR A DISTANCE OF 157.39 FEET;
thence along a Curve to the left having a radius of 500.00 feet for a distance of 127.20 FEET, BEING SUBTENDED BY A CHORD OF S $12^{\circ}{ }^{\circ} 28^{\prime} 066^{\prime \prime}$ W FOR A DISTANCE OF 126.85 FEET; THENCE $55^{\circ} 10^{\prime} 43$ "W FOR A DISTANCE OF 109.84 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET FOR A DISTANCE OF 138.58 FEET, BEING SUBTENDED BY A CHORD OF S13º $07^{\prime} 06^{\prime \prime}$ W FOR A DISTANCE OF 138.14 FEET; THENCE S2103'33"W FOR A DISTANCE OF 13.44 FEET;
THENCE S88²2'47"W FOR A DISTANCE OF 829.00 FEET TO A POINT ON THE WEST LINE OF SAID SE/4 NW/4;
THENCE N1³ $39^{\prime} 43$ "W FOR A DISTANCE OF 416.00 FEET ALONG THE WEST LINE OF SAID SE/4 NW/4 AND LOT 3;
THENCE N88²2'47"E FOR A DISTANCE OF 620.08 FEET;
THENCE N13³2'37"E FOR A DISTANCE OF 495.34 FEET;
THENCE N1³ 39 '43"W FOR A DISTANCE OF 681.90 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3;
THENCE N88²2 $2^{\prime} 47{ }^{\prime \prime}$ E FOR A DISTANCE OF 170.01 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. CONTAINS 15.4401 ACRES, MORE OR LESS.
TRACT 2 (STONEGATE DEVELOPMENTS, INC)
A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4) OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MAYES COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SE/4 NW/4;
THENCE N1³9'43"W FOR A DISTANCE OF 1054.31 FEET ALONG THE WEST LINE THEREOF;
THENCE N88²2'47"E FOR A DISTANCE OF 829.00 FEET;
THENCE S2103'33"W FOR A DISTANCE OF 228.45 FEET;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET FOR A DISTANCE OF 273.20 FEET, BEING SUBTENDED BY A CHORD OF S13¹3'47"W FOR A DISTANCE OF 272.45 FEET; THENCE S5²4'00"W FOR A DISTANCE OF 228.52 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 17.00 FEET FOR A DISTANCE OF 24.66 FEET, BEING SUBTENDED BY A CHORD OF S4657'47"W FOR A DISTANCE OF 22.56 FEET;

THENCE S88³1'24"W FOR A DISTANCE OF 47.97 FEET;
THENCE S1²0'36"E FOR A DISTANCE OF 50.00 FEET;
THENCE S88³1'24"W FOR A DISTANCE OF 108.62 FEET;
THENCE S1³ $39^{\prime} 43^{\prime \prime}$ W FOR A DISTANCE OF 290.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SE/4 NW/4;
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## TRACT 3 (PRYOR CREEK INVESTMENTS, LLC)

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THENCE CONTINUING S88²2'47"W FOR A DISTANCE OF 170.00 FEET;
THENCE S1³7'13"E FOR A DISTANCE OF 325.03 FEET;
THENCE N88²2'47"E FOR A DISTANCE OF 67.23 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 78.00 FEET FOR A DISTANCE OF 147.92 FEET, BEING SUBTENDED BY A CHORD OF S52${ }^{\circ} 42^{\prime} 20^{\prime \prime}$ W FOR A DISTANCE OF 126.73 FEET; THENCE N1³ $37^{\prime} 13^{\prime \prime}$ W FOR A DISTANCE OF 234.63 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.
TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. CONTAINS 1.1157 ACRES, MORE OR LESS

## TRACT 4 (3 PARCELS - GLEN PASSMORE TRUST AND GEORGE BEARD)

Parcel 1:
A TRACT OF LAND IN GOVERNMENT LOT 4 OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MAYES COUNTY, STATE OF OKLAHOMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF AND 524.94 FEET SOUTH OF THE NW CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTH 89² $42^{\prime} 33^{\prime \prime}$ EAST A DISTANCE OF 1321.07 FEET; THENCE SOUTH $0^{\circ} 21^{\prime} 21^{\prime \prime}$ EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 525.72 FEET; THENCE NORTH $89^{\circ} 44^{\prime} 36^{\prime \prime}$ WEST FOR A DISTANCE OF 1320.84 FEET; THENCE NORTH $0^{\circ} 22^{\prime} 53^{\prime \prime}$ WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 524.94 FEET TO THE POINT OF BEGINNING.
Parcel 2:
A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MAYES COUNTY, STATE OF OKLAHOMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SW $1 ⁄ 4$ OF THE NW $1 / 4$ OF SAID SECTION; THENCE NORTH $0^{\circ} 22^{\prime} 53^{\prime \prime}$ WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 524.93 FEET; THENCE $89^{\circ} 48^{\prime} 42^{\prime \prime}$ EAST A DISTANCE OF 1320.37 FEET; THENCE SOUTH $0^{\circ} 21^{\prime} 21^{\prime}$ EAST ALONG THE EAST LINE OF THE SW $1 / 4$ OF THE NW $1 \not 14$ A DISTANCE OF 525.73 FEET; THENCE SOUTH $89^{\circ} 50^{\prime} 45^{\prime}$ WEST ALONG THE SOUTH LINE OF THE SW1/4 OF THE NW1/4 A DISTANCE OF 1320.13 FEET TO THE POINT OF BEGINNING.
Parcel 3
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Notice of the presentation of said Petition for Annexation was published at least once each week for two (2) successive weeks in a newspaper of general circulation in the City of Pryor Creek. The Petitioners, by way of their Petition for Annexation have properly requested and consented to the annexation of the above described territory to the City. The territory petitioned to be annexed is adjacent and contiguous to the City of Pryor Creek. The territory petitioned to be annexed is improved with a single residential structure. At least three-fourths of the registered voters within the territory sought to be annexed join in the Petition. Petitioners are the sole owners of the entirety of the property which comprises the territory petitioned to be annexed and therefore are the owner of at least three-fourths of the value of the property comprising the territory petitioned to be annexed. The City of Pryor Creek finds that the Petition for Annexation satisfies all of the requirements of the Oklahoma Municipal Code.

The City of Pryor Creek finds that said property is adjacent and contiguous to the corporate limits of the City of Pryor Creek, is not part of any other incorporated municipality, and is wholly owned by the Petitioners. The City of Pryor Creek further finds that the notice published fully complies with Oklahoma law as to the form, giving notice that said Petition had been presented, setting forth the nature and purpose of said Petition, describing the property sought to be annexed, and reciting that the Petition was signed by the owner of the property sought to be annexed. The City of Pryor Creek further finds that the requirements for annexation set forth in the Oklahoma Municipal Code have been fully satisfied.

## SECTION 2: ANNEXATION

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF PRYOR CREEK, OKLAHOMA, that, pursuant to the laws of the State of Oklahoma, and based on the facts and circumstances herein set forth, the following described territory is annexed by the City of Pryor Creek, Oklahoma into the corporate limits of the City and is added to the territory of the City of Pryor Creek, Oklahoma:

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and that the Official Zoning Map of the City of Pryor Creek, Oklahoma, shall be amended to reflect the change in the boundaries resulting from this annexation. The Mayor is hereby authorized and directed to file and record a duly certified copy of this Ordinance, together with an accurate map or plat of the annexed property, in the office of the Mayes County Clerk and with the Ad Valorem Division of the Oklahoma Tax Commission, and to take appropriate measures to implement this Ordinance.

## SECTION 3: ZONING

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF PRYOR CREEK, OKLAHOMA, that pursuant to Section 10-1-10.E of the Code of Ordinances of the City of Pryor Creek, Oklahoma providing for the assignment of the zoning classification to territory annexed to the City, that the following described tract of land newly annexed into the City of Pryor Creek, Oklahoma is hereby classified as "RS-50" (Residential Single-Family 50), to-wit:

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THENCE S88³1'24"W FOR A DISTANCE OF 468.98 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.
TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. CONTAINS 15.4381 ACRES, MORE OR LESS.

## TRACT 3 (PRYOR CREEK INVESTMENTS, LLC)

A TRACT OF LAND SITUATED IN GOVERNMENT LOT NUMBERED 3 AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4) OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MAYES COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE S88²22'47"W FOR A DISTANCE OF 95.03 FEET ALONG THE NORTH LINE THEREOF TO THE POINT OF BEGINNING; THENCE CONTINUING S88²2'47"W FOR A DISTANCE OF 170.00 FEET;

THENCE S10 $37^{\prime} 13^{\prime \prime}$ E FOR A DISTANCE OF 325.03 FEET;
THENCE N88²2'47"E FOR A DISTANCE OF 67.23 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 78.00 FEET FOR A DISTANCE OF 147.92 FEET, BEING SUBTENDED BY A CHORD OF S52ㄴㄴ'20"W FOR A DISTANCE OF 126.73 FEET; THENCE N1 ${ }^{\circ} 37^{\prime} 13$ "W FOR A DISTANCE OF 234.63 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.
TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. CONTAINS 1.1157 ACRES, MORE OR LESS

## TRACT 4 (3 PARCELS - GLEN PASSMORE TRUST AND GEORGE BEARD)

Parcel 1:
A TRACT OF LAND IN GOVERNMENT LOT 4 OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MAYES COUNTY, STATE OF OKLAHOMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF AND 524.94 FEET SOUTH OF THE NW CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTH $89^{\circ} 42^{\prime} 33^{\prime \prime}$ EAST A DISTANCE OF 1321.07 FEET; THENCE SOUTH $0^{\circ} 21^{\prime} 21^{\prime \prime}$ EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 525.72 FEET; THENCE NORTH $89^{\circ} 44^{\prime} 36^{\prime \prime}$ WEST FOR A DISTANCE OF 1320.84 FEET; THENCE NORTH $0^{\circ} 22^{\prime} 53^{\prime \prime}$ WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 524.94 FEET TO THE POINT OF BEGINNING.
Parcel 2:
A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MAYES COUNTY, STATE OF OKLAHOMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SW $1 \not / 4$ OF THE NW $1 / 4$ OF SAID SECTION; THENCE NORTH $0^{\circ} 22^{\prime} 53^{\prime \prime}$ WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 524.93 FEET; THENCE $89^{\circ} 48^{\prime} 42^{\prime \prime}$ EAST A DISTANCE OF 1320.37 FEET; THENCE SOUTH $0^{\circ} 21^{\prime} 21^{\prime}$ EAST ALONG THE EAST LINE OF THE SW $1 / 4$ OF THE NW $1 / 4$ A DISTANCE OF 525.73 FEET; THENCE SOUTH $89^{\circ} 50^{\prime} 45^{\prime}$ WEST ALONG THE SOUTH LINE OF THE SW1/4 OF THE NW1/4 A DISTANCE OF 1320.13 FEET TO THE POINT OF BEGINNING.
Parcel 3
A TRACT OF LAND IN GOVERNMENT LOT 4 AND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MAYES COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF AND 1049.88 FEET SOUTH OF THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTH $89^{\circ} 44^{\prime} 36^{\prime \prime}$ EAST A DISTANCE OF 1320.84 FEET; THENCE SOUTH $0^{\circ} 21^{\prime} 21^{\prime \prime}$ EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 525.72 FEET; THENCE SOUTH $89^{\circ} 46^{\prime} 39^{\prime \prime}$ WEST A DISTANCE OF 1320.60 FEET; THENCE NORTH $0^{\circ} 22^{\prime} 53^{\prime \prime}$ WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 524.94 FEET TO THE POINT OF BEGINNING.
and that the Official Zoning Map of the City of Pryor Creek, Oklahoma, shall be amended to reflect the establishment of zoning of the annexed territory as reflected in this Section 3.

## SECTION 4: REPEALER

All ordinances or parts of ordinances in conflict here with are hereby repealed to the extent of any such conflict.

## SECTION 5: SEVERABLITY

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 $\qquad$ day of $\qquad$ 2021

## CITY OF PRYOR CREEK, OKLAHOMA

Larry Lees, Mayor

## ATTEST:

Eva Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

[^0]
## SHELTER REPORT

November 2021

| INTAKE |  |  |  |
| :--- | ---: | ---: | ---: |
|  | Owner <br> Surrender | Stray | TOTALS |
| CATS | 4 | 12 | 16 |
| DOGS | 5 | 13 | 18 |
| TOTALS | 9 | 25 | 34 |


|  | OUTGO |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: |
|  | Returned to <br> Owner | Adopted |  | Rescued | Euthanized <br> Died |
| CATS | 0 | 6 | 0 | 0 | TOTALS |
| DOGS | 11 | 13 | 8 | 0 | 32 |
| TOTALS | 11 | 19 | 8 | 0 | 38 |

# MINUTES <br> CITY COUNCIL MEETING FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING <br> CITY OF PRYOR CREEK, OKLAHOMA TUESDAY, DECEMBER $7^{\text {TH }}, 2021$ AT 6:00 P.M. 

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 Dan Hazelton. Roll Call was conducted by City Clerk Eva Smith. Council members present included: Jon Ketcher, Choya Shropshire, Steve Smith, Randy Chitwood, Briana Brakefield, Jimmy Tramel, 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 Superintendent Dennis Bowman, Library Director Cari Rerat and Recreation Center Director Jessica Long.
Others present: Police Captain Kevin Tramel, Police Officer Dustin Van Horn, MUB General Manager Jared Crisp, Melvin Jennings, John Hawkins, Rodney Darnell, Michael and Sheila Mallow, Daniella Neumann, Sherri Young, Jim Chronister, Matt Chronister, Chris Curnutt, Donnie Parsons, Joshua Nix, Candy Hills, Kayla Hill, Dan Hazelton, Jeanette Anderson, Barbara Hawkins, Tom and Debbie Hall, Donna Bowman, Rocky Scalf, Kemmie Shropshire and Terry Aylward.

## 2. PETITIONS FROM THE AUDIENCE. (LIMITED TO 5 MINUTES, MUST REQUEST IN ADVANCE.)

 There were no petitions.
# 3. DEPARTMENT HEAD REPORTS IF NEEDED: 

## a. Building Inspector

No report.
b. Emergency Management

Janzen spoke regarding storm sirens.
c. Fire

Young spoke regarding the fire station.

## d. Golf

Bowman reported that golf business is booming. They have had the best November, and the Halloween festival was great. He stated he will have the final numbers for it next month.

## e. Library

Rerat reported that the Christmas parade was great, as the Friends of the Library handed out cocoa and cookies. She spoke regarding an "Imagination" program - which provides books to kids in Mayes County. She stated that people can give to the Friends of the Library if they want to help this program.

## f. Parks / Cemetery

No report.

Nichols handed out a statistics sheet.

## g. Police

## h. Recreation Center

Long reported that they have 132 new members and retained $85 \%$ of their members in November.

## i. Street

No report.
4. MAYOR'S REPORT:
a. Discussion and possible action regarding a Proclamation naming December $7^{\text {th }}$, as Jim Chronister Day.

Motion was made by Shropshire, second by Chitwood to approve a Proclamation naming December $7^{\text {th }}$, as Jim Chronister Day. Voting yes: Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel, Thompson. Voting no: none.

## b. Report regarding Police \& Fire Emergency Services Center/Library Expansion project.

No action. Mayor reported that they meet once a week with the contractors now. There is a report included in the Council packet.

## 5. CITY ATTORNEY'S REPORT:

a. Public Hearing regarding Petition for annexation of Pryor Creek Investments, LLC, George Beard, Glen Passmore and Stonegate Development, Inc. concerning property located in Section 4, Township 21

North, Range 19 East, Mayes County, Oklahoma, adjacent to Stonegate Development and East 470 Road as depicted on the attached map and legally described in the attached notice published by the city of Pryor concerning said annexation proceeding.
Motion was made by Chitwood, second by Ketcher to enter Public Hearing regarding Petition for annexation of Pryor Creek Investments, LLC, George Beard, Glen Passmore and Stonegate Development, Inc. concerning property located in Section 4, Township 21 North, Range 19 East, Mayes County, Oklahoma, adjacent to Stonegate Development and East 470 Road as depicted on the attached map and legally described in the attached notice published by the city of Pryor concerning said annexation proceeding. Voting yes: Shropshire, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

Kim Ritchie asked for petitions from Council and the audience:
Tom and Debbie Hall - Tom spoke regarding additional traffic on a small road with no mention of improvement.
Donnie Parsons - Mr. Parsons feels there is an issue with city and county determining who works what area.
Chris Curnutt - Mr. Curnutt asked regarding police and street departments, who will take care of this added area.
Melvin Jennings - Mr. Jennings wanted to let everyone know that The Paper listed the owner of his property as Langston, but he has owned it for several months.
Jared Crisp - Mr. Crisp stated that annexation request was generated mainly for utilities and for police and fire protection.
Mr. Ritchie, Councilman Tramel and Developer Candy Hills each spoke. Councilman Smith discussed the current residents’ worries about water run-off.

Motion was made by Ketcher, second by Thompson to exit Public Hearing. Voting yes: Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Smith. Voting no: none.
b. First reading of an ordinance annexing the lands described on the attached notice published by the City of Pryor concerning the said annexation proceeding and involving the petitioned annexation by Pryor Creek Investments, LLC, George Beard, Glen Passmore and Stonegate Development, Inc. concerning property located in Section 4, Township 21 North, Range 19 East, Mayes County, Oklahoma, adjacent to Stonegate Development and East 470 Road.
Motion was made by Brakefield, second by Ketcher to approve waiving the first reading and approve the first reading of an ordinance annexing the lands described on the attached notice published by the City of Pryor concerning the said annexation proceeding and involving the petitioned annexation by Pryor Creek Investments, LLC, George Beard, Glen Passmore and Stonegate Development, Inc. concerning property located in Section 4, Township 21 North, Range 19 East, Mayes County, Oklahoma, adjacent to Stonegate Development and East 470 Road. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Smith, Chitwood. Voting no: none.
c. Discussion and possible action regarding a resolution with respect to adoption of the amendment and restatement of the City of Pryor Creek Retirement Plan \#5-20937.
Motion was made by Thompson, second by Shropshire to approve Resolution \#2021-7 with respect to adoption of the amendment and restatement of the City of Pryor Creek Retirement Plan \#5-20937. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Smith, Chitwood, Brakefield. Voting no: none.

## d. Discussion and possible action regarding a resolution with respect to adoption of the amendment

 and restatement of the City of Pryor Creek Deferred Compensation Plan \#8-05293.Motion was made by Shropshire, second by Smith to approve Resolution \#2021-8 with respect to adoption of the amendment and restatement of the City of Pryor Creek Deferred Compensation Plan \#8-05293. Voting yes: Thompson, Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel. Voting no: none.

At 7:50 p.m., Mayor called for a 5-minute break. At 7:55 p.m., Mayor called the meeting back to order.

## 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 November $16^{\text {th }}, 2021$ Council meeting.
b. Approve payroll purchase orders through December $10^{\text {th }}, 2021$.
c. Approve claims for purchase orders through December $7^{\text {th }}, 2021$.

| FUNDS | PURCHASE ORDER NUMBER | TOTALS |
| :--- | ---: | ---: |
| GENERAL | $2120211313-911264 B$ | $\mathbf{8 0 , 3 4 2 . 0 6}$ |
| STREET \& DRAINAGE | $911255 B-2120211199$ | $\mathbf{5 2 6 , 0 1 4 . 8 5}$ |
| GOLF COURSE | $\mathbf{2 1 2 0 2 1 1 3 1 2 - 2 1 2 0 2 1 1 3 2 3}$ | $\mathbf{1 3 , 1 6 6 . 7 7}$ |
| CAPITAL OUTLAY | $\mathbf{2 1 2 0 2 1 1 2 5 4 - 2 1 2 0 2 1 1 3 9 3}$ | $\mathbf{3 , 3 9 8 . 2 0}$ |
| REAL PROPERTY ACQUIS. | $2120211394-2120211297$ | $\mathbf{1 , 5 0 1 . 0 0}$ |
| RECREATION CENTER | $2120211237-2120211277$ | $\mathbf{5 1 , 2 1 7 . 9 8}$ |
|  |  | $\mathbf{6 7 5 , 6 4 0 . 8 6}$ |
|  | TOTAL |  |
|  |  |  |
|  |  |  |

d. Acknowledge receipt of deficient purchase orders.

## There were no deficient purchase orders.

e. Discussion and possible action regarding disposal of city records according to City of Pryor Creek Retention Policy.
f. Discussion and possible action regarding hiring Sean Scott to fill vacant patrolman position at the Pryor Creek Police Department at Range J, Step 2 (annual wage - $\$ 43,561.00$ ), effective $12 / 13 / 21$. Scott is CLEET Certified and currently works at the Jenks Police Department. (To be paid from Police Salaries Account \#02-215-5011.)
g. Discussion and possible action regarding hiring Daniella Neumann to fill vacant dispatch position at the Pryor Creek Police Department at Range R, Step 1 (annual wage - $\$ 33,510.00$ ), effective 12/13/21. (To be paid from Police Salaries Account \#02-215-5011.)
h. 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.
i. Discussion and possible action regarding an expenditure not to exceed $\$ 6,000.00$ to GT Distributors for ammunition for the Pryor Creek Police Department from Police Firearms Training Account \#02-215-5111.
j. Discussion and possible action regarding award of roof replacement contract Schedules 1, 2 and 3 for a total bid of $\$ 262,509.50$ to Pro-Tech Roofing, Inc. It is further recommended that a contingency amount also be encumbered in the amount of $\$ 26,000.00$ should additional work be discovered during the project, pending approval by the Pryor Creek Recreation Board. (To be paid from Pryor Recreation Repair and Maintenance Account \#84-845-5091.)
Other bids received: Ground Zero Roofing and Const., LLC. \$461,044.00; Allwine Roofing and Construction, Inc. \$510,683.00; Horizon Roofing \& Const. \$514,054.00; Dawson Roofing, Inc. \$584,883.50; Joplin Roofing, Inc. \$596,320.00.
k. Discussion and possible action regarding declaring the following equipment at the Pryor Creek Recreation Center surplus or scrap and determining the method of disposal of the property to be made:
a. Pull up Rack, Inventory \# 55, ID \# 845-19-03544-55
b. Hack Squat, Inventory \# 51, ID \# 845-19-03540-51
c. Squat-Lunge Smith Machine, Inventory \# 4, ID \# 845-63-03533-4
d. Free Weight Incline w/ Bar \& Foot Assist Plate, Inventory \# 27, ID \# 845-75-03516-27
e. Free Weight Incline Bench w/ Sliding Bar, Inventory \# 24, ID \# 845-74-03513-24
f. Free Weight Decline Bench w/ Sliding Bar, Inventory \# 25, ID \# 845-74-03514-25
g. Free Weight Straight Bench w/ Bar, Inventory \# 28, ID \# 845-75-03517-28
h. Back Machine, Inventory \# 2, ID \# 845-60-03487-2
i. Cable Pull Station 2, ID \# 19, Inventory \# 845-73-03508-19
l. Discussion and possible action regarding declaring the following equipment at the Pryor Creek Recreation Center surplus or scrap and consideration of transfer of the items to another department of the city or otherwise determining the method of disposal of the property to be made:
a. Assisted Chin Dip Combo, Inventory \# 53, ID \# 845-64-03542-53
b. Sled Leg Press, Inventory \# 50, ID \# 845-64-03539-50
c. Free Standing Squat Rack, Inventory \# 45, ID \# 845-63-03534-45
d. Magnum Fitness Bench Seat, Inventory \# 34, ID \# 845-67-03955-34
e. Cable Pull, Inventory \# 21, ID \# 845-73-03510-21
m. Discussion and possible action regarding an expenditure in the amount of $\$ 2,988.00$ to ArchiveSocial, Inc. for the annual social media archiving subscription from General Software Account \#02-201-5260.
n. Discussion and possible action regarding an expenditure not to exceed $\$ 5,375.00$ to Homeland for 103 gifts cards in the amount of $\$ 50.00$ each to show appreciation to full-time City employees and 9 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.
o. Discussion and possible action regarding reappointment of Mike Dunham to Seat \#1 of the Flood Plain Board, term expiring 12/31/2027.
p. Discussion and possible action regarding reappointment of Richard Powell to Seat \#2 of the Flood Plain Board, term expiring 12/31/2027.
q. Discussion and possible action regarding hiring Jessica Stephens to fill the vacant part-time Library Assistant position at the Thomas J. Harrison Pryor Public Library, effective December 13th, 2021. This position was left vacant by Katie Pilmaier who accepted a position as a police dispatcher.
Motion was made by Smith, second by Chitwood to approve items a - q, less items a, f, g, j, k and l. Voting yes: Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel, Thompson. Voting no: none.

## a. Approve minutes of the November $16^{\text {th }}, 2021$ Council meeting.

Motion was made by Ketcher, second by Smith to approve minutes of the November $16^{\text {th }}$, 2021 Council meeting. Voting yes: Shropshire, Smith, Chitwood, Tramel, Thompson, Ketcher. Abstaining, counting as a no vote: Brakefield. Voting no: none.
f. Discussion and possible action regarding hiring Sean Scott to fill vacant patrolman position at the Pryor Creek Police Department at Range J, Step 2 (annual wage - \$43,561.00), effective 12/13/21. Scott is CLEET Certified and currently works at the Jenks Police Department. (To be paid from Police Salaries Account \#02-215-5011.)
Motion was made by Ketcher, second by Chitwood to approve hiring Sean Scott to fill vacant patrolman position at the Pryor Creek Police Department at Range J, Step 2 (annual wage - \$43,561.00), effective $12 / 13 / 21$. Scott is CLEET Certified and currently works at the Jenks Police Department. (To be paid from Police Salaries Account \#02-215-5011.) Voting yes: Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.
g. Discussion and possible action regarding hiring Daniella Neumann to fill vacant dispatch position at the Pryor Creek Police Department at Range R, Step 1 (annual wage - \$33,510.00), effective 12/13/21. (To be paid from Police Salaries Account \#02-215-5011.)
Motion was made by Ketcher, second by Smith to approve hiring Daniella Neumann to fill vacant dispatch position at the Pryor Creek Police Department at Range R, Step 1 (annual wage - \$33,510.00), effective 12/13/21. (To be paid from Police Salaries Account \#02-215-5011.) Voting yes: Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Smith. Voting no: none.
j. Discussion and possible action regarding award of roof replacement contract Schedules $\mathbf{1 , 2} 2$ and 3 for a total bid of $\$ 262,509.50$ to Pro-Tech Roofing, Inc. It is further recommended that a contingency amount also be encumbered in the amount of $\mathbf{\$ 2 6 , 0 0 0 . 0 0}$ should additional work be discovered during the project, pending approval by the Pryor Creek Recreation Board. (To be paid from Pryor Recreation Repair and Maintenance Account \#84-845-5091.) Other bids received: Ground Zero Roofing and Const., LLC. \$461,044.00; Allwine Roofing and Construction, Inc. \$510,683.00; Horizon Roofing \& Const. \$514,054.00; Dawson Roofing, Inc. \$584,883.50; Joplin Roofing, Inc. \$596,320.00.
Motion was made by Chitwood, second by Smith to approve award of roof replacement contract Schedules 1, 2 and 3 for a total bid of $\$ 262,509.50$ to Pro-Tech Roofing, Inc. It is further recommended that a contingency amount also be encumbered in the amount of $\$ 26,000.00$ should additional work be discovered during the project, pending approval by the Pryor Creek Recreation Board. (To be paid from Pryor Recreation Repair and Maintenance Account \#84-845-5091.) Other bids received: Ground Zero Roofing and Const., LLC. \$461,044.00; Allwine Roofing and Construction, Inc. \$510,683.00; Horizon Roofing \& Const. \$514,054.00; Dawson Roofing, Inc. \$584,883.50; Joplin Roofing, Inc. \$596,320.00. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Smith, Chitwood. Voting no: none.
k. Discussion and possible action regarding declaring the following equipment at the Pryor Creek Recreation Center surplus or scrap and determining the method of disposal of the property to be made:
a. Pull up Rack, Inventory \# 55, ID \# 845-19-03544-55
b. Hack Squat, Inventory \# 51, ID \# 845-19-03540-51
c. Squat-Lunge Smith Machine, Inventory \# 4, ID \# 845-63-03533-4
d. Free Weight Incline w/ Bar \& Foot Assist Plate, Inventory \# 27, ID \# 845-75-03516-27
e. Free Weight Incline Bench w/ Sliding Bar, Inventory \# 24, ID \# 845-74-03513-24
f. Free Weight Decline Bench w/ Sliding Bar, Inventory \# 25, ID \# 845-74-03514-25
g. Free Weight Straight Bench w/ Bar, Inventory \# 28, ID \# 845-75-03517-28
h. Back Machine, Inventory \# 2, ID \# 845-60-03487-2
i. Cable Pull Station 2, ID \# 19, Inventory \# 845-73-03508-19

Motion was made by Chitwood, second by Smith to approve declaring the following equipment at the Pryor
Creek Recreation Center surplus or scrap and determining the method of disposal of the property to be made:
a. Pull up Rack, Inventory \# 55, ID \# 845-19-03544-55
b. Hack Squat, Inventory \# 51, ID \# 845-19-03540-51
c. Squat-Lunge Smith Machine, Inventory \# 4, ID \# 845-63-03533-4
d. Free Weight Incline w/ Bar \& Foot Assist Plate, Inventory \# 27, ID \# 845-75-03516-27
e. Free Weight Incline Bench w/ Sliding Bar, Inventory \# 24, ID \# 845-74-03513-24
f. Free Weight Decline Bench w/ Sliding Bar, Inventory \# 25, ID \# 845-74-03514-25
g. Free Weight Straight Bench w/ Bar, Inventory \# 28, ID \# 845-75-03517-28
h. Back Machine, Inventory \# 2, ID \# 845-60-03487-2
i. Cable Pull Station 2, ID \# 19, Inventory \# 845-73-03508-19

Motion and second were amended to include on-line sales as method of disposal. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Smith, Chitwood, Brakefield. Voting no: none.

1. Discussion and possible action regarding declaring the following equipment at the Pryor Creek Recreation Center surplus or scrap and consideration of transfer of the items to another department of the city or otherwise determining the method of disposal of the property to be made:
a. Assisted Chin Dip Combo, Inventory \# 53, ID \# 845-64-03542-53
b. Sled Leg Press, Inventory \# 50, ID \# 845-64-03539-50
c. Free Standing Squat Rack, Inventory \# 45, ID \# 845-63-03534-45
d. Magnum Fitness Bench Seat, Inventory \# 34, ID \# 845-67-03955-34
e. Cable Pull, Inventory \# 21, ID \# 845-73-03510-21

Motion was made by Chitwood, second by Thompson to approve declaring the following equipment at the Pryor Creek Recreation Center surplus or scrap and consideration of transfer of the items to another department of the city or otherwise determining the method of disposal of the property to be made:
a. Assisted Chin Dip Combo, Inventory \# 53, ID \# 845-64-03542-53
b. Sled Leg Press, Inventory \# 50, ID \# 845-64-03539-50
c. Free Standing Squat Rack, Inventory \# 45, ID \# 845-63-03534-45
d. Magnum Fitness Bench Seat, Inventory \# 34, ID \# 845-67-03955-34
e. Cable Pull, Inventory \# 21, ID \# 845-73-03510-21

Motion and second were then amended to approve transfer to new Police \& Fire Emergency Services Center. Voting yes: Thompson, Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel. Voting no: none.

## 7. COMMITTEE REPORTS:

a. Budget and Personnel (Brakefield)

Brakefield reported that the next Budget and Personnel meeting will be December $14^{\text {th }}$, 2021, at 5:30 p.m.

## b. Ordinance and Insurance (Shropshire)

Shropshire had nothing to report at this time.

## c. Street (Smith)

Smith had nothing to report at this time.

## 8. UNFORESEEABLE BUSINESS.

(ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.) Tramel stated that Robert Taylor wanted to thank the city for allowing them to have the Christmas Village this year. They had more than 350 children. It was a huge success.

## 9. ADJOURN.

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

## PRYOR PUBLIC WORKS AUTHORITY <br> 1. CALL TO ORDER.

Meeting was called to order at $8: 20$ p.m.

## 2. APPROVE MINUTES OF NOVEMBER $16^{\text {th }}, 2021$ MEETING.

Motion was made by Shropshire, second by Chitwood to approve minutes of November $16^{\text {th }}$, 2021 meeting. Voting yes: Shropshire, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher. 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: Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

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

MINUTES WRITTEN BY CITY CLERK/P.P.W.A. SECRETARY EVA SMITH


NOTE: Pre-payment discounts are based on purchase price at time of order. Manufacturing build time is subject to change up to the time an order is placed. If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company. All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of [KANSAS].

| Customer: | PRYOR FIRE DEPT |
| :--- | :--- |
| Representative | Brown, Roger |
| Organization: | Conrad Fire Equipment |
| Requirements Manager: |  |
| Description: | Custom Pumper PRYOR |
| Body: | Pumper, Medium, Aluminum, 2nd Gen |
| Chassis: | Velocity Chassis (Big Block), 2010 |


| Bid Number: | 1034 |
| :--- | :--- |
| Job Number: <br> Number of Units: <br> Bid Date: | 1 |
| Stock Number: <br> Price Level: <br> Lane: | $11 / 24 / 2021$ |


| Line Option | Type | Option Description |
| :--- | :--- | :--- |

20661794
30584456
40584452
50588609
60610784
70533347
80588611
90661778
100000000
100000000
100000000
110620362
120537375
130529326
140050066
150000007
160002928
170564202
180000110
190000070

200000203
210020018
220508849
230010427
240087572
250000322
260899438
270019611
280530466
290544253
300122075
310000485
320587216
330019625
340568081
350620570

360003245
370057936
380002045

Boiler Plates, Pumper
Fire Department/Customer - Pryor Fire Department Operating/In conjunction W-Service Center - In Conjunction Miles - 150 Miles Number of Fire Dept/Municipalities - 25 Bidder/Sales Organization - Conrad Fire Equipment, Inc. Delivery - Delivery representative Dealership/Sales Organization, Service - Conrad Fire Equipment, Inc. Single Source Compliance1
Manufacture Location, Appleton, Wisconsin ..... 1
RFP Location: Appleton, Wisconsin ..... 1
Vehicle Destination, US ..... 1
Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions ..... 1
Pumper/Pumper with Aerial Device Fire Apparatus ..... 1
Vehicle Certification, Pumper ..... 1
Agency, Apparatus Certification, Pumper/Tanker, U.L. ..... 1
STF Photo gallery reports of truck by FASC ..... 1
STF Service information, Conrad Fire ..... 1
STF Training, Conrad Fire ..... 1
Consortium, HGAC ..... 1
Unit of Measure, US Gallons ..... 1
Bid Bond, 10\%, Pierce Built Chassis ..... 1
Performance Bond, 100\% Req'd (Statement by Rep) ..... 1
Approval Drawing ..... 1
Electrical Diagrams ..... 1
Velocity Chassis (Big Block), 2010 ..... 1
Wheelbase ..... 1
Wheelbase - 184.50"
GVW Rating1
GVW rating - 49,800 lbs.
Frame Rails, $13.38 \times 3.50 \times .375$, Qtm/AXT/Imp/Vel/DCF ..... 1
Frame Liner Not Req'd ..... 1
Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Imp/Vel ..... 1
Suspension, Front TAK-4, $22,800 \mathrm{lb}, \mathrm{Qtm} / \mathrm{AXT} / \mathrm{lmp} / \mathrm{Vel} / \mathrm{DCF} / \mathrm{Enf}$ ..... 1
Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf ..... 1
Oil Seals, Front Axle ..... 1
Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply ..... 1
Wheels, Front, Alcoa, $22.50^{\prime \prime} \times 12.25^{\prime \prime}$, Aluminum, Hub Pilot ..... 1
Axle, Rear, Meritor RS26-185, $27,000 \mathrm{lb}, \mathrm{Imp} /$ Vel/Dash CF ..... 1
Top Speed of Vehicle, 68 MPH ..... 1
Suspen, Rear, Standens, Spring, $27,000 \mathrm{lb}$, Imp/Vel ..... 1
Oil Seals, Rear Axle ..... 1
Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single ..... 1
Wheels, Rear, Alcoa, $22.50^{\prime \prime} \times 8.25^{\prime \prime}$, Aluminum, Hub Pilot, Single ..... 1
Tire Balancing, Counteract Beads ..... 1
Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle ..... 1
Qty, Tire Pressure Ind - 6
Axle Hub Covers w/center hole, S/S, Front Axle ..... 1
Covers, Lug Nut, Chrome ..... 1
Mud Flap, Front and Rear, Pierce Logo ..... 1

| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 390544802 |  | Chocks, Wheel, SAC-44-E, Folding | 1 |
| 400544806 |  | Qty, Pair - 01 <br> Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal | 1 |
|  |  | Qty, Pair - 01 <br> Location, Wheel Chocks - Left Side Rear Compt |  |
| 410010670 |  | ABS Wabco Brake System, Single rear axle | 1 |
| 420030185 |  | Brakes, Knorr/Bendix 17", Disc, Front, TAK-4 | 1 |
| 430000730 |  | Brakes, Meritor, Cam, Rear, $16.50 \times 7.00^{\prime \prime}$ | 1 |
| 440731553 |  | Air Compressor, Brake, Cummins/Wabco 25.9 CFM | 1 |
| 450000785 |  | Brake Reservoirs, Three | 1 |
| 460568012 |  | Air Dryer, Wabco System Saver 1200, Heater, 2010 | 1 |
| 470000790 |  | Brake Lines, Nylon | 1 |
| 480000854 |  | Air Inlet, w/Disconnect Coupling | 1 |
|  |  | Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1 |  |
| 490736412 |  | Engine, Cummins X12, $500 \mathrm{hp}, 1695 \mathrm{lb}-\mathrm{ft}$, W/OBD, EPA 2021, Velocity | 1 |
| 500730962 |  | Filters, Remote Mounted, Oil, Fuel, X12, VEL/AXT, ENF, QTM | 1 |
| 510001244 |  | High Idle w/Electronic Engine, Custom | 1 |
| 520687994 |  | Engine Brake, Jacobs Compression Brake, Cummins Engine | 1 |
| 530552334 |  | Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo Clutch, Fan, Air Actuated, Horton Drive Master | 1 |
| 540734434 |  | Air Intake, Water \& Ember Screen, Paccar, VEL | 1 |
| 550794743 |  | Exhaust System, 5", X12/X15, MX13, Engine, Horizontal, Right Side | 1 |
| 560617085 |  | Exhaust, Mod for Plymovent Magnetic Grabber Sys, 6.0', Big Block Engine, CARE | 1 |
| 570787999 |  | Radiator, Impel/Velocity | 1 |
| 580511425 |  | Cooling Hoses, Rubber | 1 |
| 590001125 |  | Fuel Tank, 65 Gallon, Left Side Fill | 1 |
| 600001129 |  | Lines, Fuel | 1 |
| 610734402 |  | DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, VEL | 1 |
| 620723716 |  | Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd | 1 |
| 630582243 |  | Shutoff Valves, Fuel Line @ Primary Filter, Cummins | 1 |
| 640699437 |  | Cooler, Chassis Fuel, Not Req'd. | 1 |
| 650592809 |  | Fuel Fill, Lower | 1 |
| 660578959 |  | Fuel/Water Separator, Racor Inline | 1 |
| 670798744 |  | Trans, Allison 5th Gen, 4500 EVS P, Imp/Vel/DCF/Enf | 1 |
| 680625331 |  | Transmission, Shifter, 6-Spd, Push Button, 4000 EVS | 1 |
| 690684459 |  | Transmission Oil Cooler, Modine, External | 1 |
| 700001375 |  | Driveline, Spicer 1810 | 1 |
| 710734211 |  | Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar | 1 |
| 720001544 |  | Not Required, Steering Assist Cylinder on Front Axle | 1 |
| 730509230 |  | Steering Wheel, 4 Spoke without Controls | 1 |
| 740690274 |  | Logo/Emblem, on Dash | 1 |
|  |  | Text, Row (1) One - PRYOR |  |
|  |  | Text, Row (2) Two - FIRE |  |
|  |  | Text, Row (3) Three - DEPARTMENT |  |
| 750536235 |  | Bumper, 19" Extended, Steel Painted, Imp/Vel | 1 |
| 760616492 |  | Tray, Hose, Center, 19" Bumper, Outside Air Horns, Imp/Vel | 1 |
|  |  | Grating, Bumper extension - Grating, Rubber <br> Capacity, Bumper Tray - 21) 150' of $1.75^{\prime \prime}$ <br> Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched | 1 |
| 770630809 |  | Location - center front bumper hose tray Stay arm, Tray Cover - b) Pneumatic Stay Arm |  |
| 780510226 |  | Lift \& Tow Package, Imp/Vel, AXT, Dash CF | 1 |
| 790002270 |  | Tow Hooks, Chrome | 1 |
| 800668315 |  | Cab, Velocity FR, 7010 Raised Roof | 1 |
| 810724207 |  | Engine Tunnel, X12-15, MX13, Mech Fasteners, Velocity FR | 1 |
| 820677478 |  | Rear Wall, Exterior, Cab, Aluminum Treadplate | 1 |
| 830122466 |  | Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel | 1 |
| 840123176 |  | Grille, Bright Finished, Front of Cab, Impel/Velocity | 1 |
| 850002224 |  | Scuffplates, S/S At Cab Door Jambs, 4-Door Cab | 1 |

Material Trim/Scuffplate - c) S/S, Polished

| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 860527032 |  | Trim, S/S Band, Across Cab Face, Rect Lights, Velocity | 1 |
|  |  | Material Trim/Scuffplate - c) S/S, Polished |  |
|  |  | Turnsignal Covers - Polished S/S Covers |  |
| 870015440 |  | No Chrome Molding, On side of cab | 1 |
| 880521669 |  | Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex | 1 |
| 890667937 |  | Door, Full Height, Velocity FR 4-Door Cab, Raised Roof | 1 |
|  |  | Key Model, Cab Doors - 751 |  |
|  |  | Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black |  |
| 900655511 |  | Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab | 1 |
| 910667905 |  | Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocity FR | 1 |
| 920667902 |  | Controls, Electric Windows, All Cab Doors, Impel/Velocity FR | 1 |
| 930555485 |  | Steps, 4-Door Full Tilt Cab, Imp/Vel | 1 |
| 940770194 |  | Handrail, Exterior, Knurled, Alum, 4-Door Cab | 1 |
| 950509649 |  | Lights, Cab \& Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step | 1 |
| 960002140 |  | Fenders, S/S on Cab | 1 |
| 970592071 |  | No Windows, Side of Crew Cab, Vel/Imp | 1 |
| 980568605 |  | Not Required, Interior Trim, No Cab Side Windows | 1 |
| 990012090 |  | Not Required, Windows, Front/Side of raised roof | 1 |
| 1000509287 |  | Windows, Rear CC, (2) 11.25" $\times 18^{\prime \prime}$, Velocity | 1 |
| 1010553196 |  | Trim, Cab Rear Windows, Velocity | 1 |
| 1020893332 | SP | Compt, Saddle, Transverse Crew Cab, Sgl Pan, RS Rec Tube, 70/90" Vel/Imp | 1 |
|  |  | Light, Short Transverse Compt - Pierce, Horizontal Above Louvers - no louvers |  |
|  |  | Scuffplate, Material/Finish - S/S, Polished |  |
|  |  | Finish, Exterior Cab Compt - Spatter Gray |  |
|  |  | Non-Locking <br> Door, Cab Exterior Cabinet - Single Pan, (2), Rev Hng, Slam D-Ring, |  |
|  |  | Door, Exterior Stop - 2-Web Strap |  |
|  |  | Door, Cab Interior Cabinet - Lap, Drop, (2) Latches, Non-Locking |  |
|  |  | Location, Recess Floor - Right Cab Interior, Vinyl, Velocity FR, CARE | 1 |
| 1040667943 |  | Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Cab Interior, Paint Color, Impel/Velocity FR | 1 |
|  |  | Color, Cab Interior Paint - i) fire smoke gray |  |
| 1060894651 |  | TTimp/Vel/Das | 1 |
|  |  | Velocity FR, w/PACCAR, CARE | 1 |
|  |  | Paint Color, A/C Condenser - Painted to Match Cab Roof HVAC System, Filter Access - Removable Panel |  |
|  |  | Auxiliary Cab Heater - Both |  |
| 1070639675 |  | Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer | 1 |
|  |  | Sun Visor Retention - No Retention |  |
| 1080543257 |  | Grab Handles, Driver Door Post \& Passenger Dash Panel, Imp/Vel | 1 |
| 1090583938 |  | Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim | 1 |
|  |  | Qty, -01 |  |
| 1100122516 |  | Fluid Check Access, Imp/Vel | 1 |
| 1110583042 |  | Side Roll and Frontal Impact Protection | 1 |
| 1120622617 |  | Seating Capacity, 6 Seats | 1 |
| 1130697005 |  | Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety | 1 |
| 1140696996 |  | Seat, Officer, Pierce PS6, Premium, Air Ride, High Back, Safety | 1 |
| 1150510038 |  | Radio Compartment, Behind Officer Seat, Imp/Vel | 1 |
| 1160765627 |  | Cabinet, Rear Facing, LS, $24 \mathrm{~W} \times 38 \mathrm{H} \times 30.5$ D, Web, Ext Acc, Imp/Vel | 1 |
|  |  | Type of fastener-1" cam buckle |  |
|  |  | Restraint Location - Top (towards roof of truck) |  |
|  |  | Light, Short Cabinet - Pierce, Exterior, Left Side |  |
|  |  | Scuffplate, Material/Finish - S/S, Polished |  |
|  |  | Material Finish, Shelf - Painted - Cab Interior |  |
|  |  | Shelf/Tray, Cabinet - (0) None |  |
|  |  | Door, Cab Exterior Cabinet - Double Pan, Locking \#751 |  |
|  |  | Door, Exterior Stop - Web Strap |  |
|  |  | Louvers, Cabinet - 0-No Louvers |  |
| 1170102783 |  | Not Required, Seat, Rr Facing C/C, Center | 1 |
| 1180752574 |  | Cabinet, Rear Facing, RS, 21.5 W x $38 \mathrm{H} \times 26.5 \mathrm{D}$, Web, Ext Acc, Imp/Vel | 1 |
|  |  | Type of fastener - 1" cam buckle |  |


| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 118 |  | Restraint Location - Top (towards roof of truck) |  |
|  |  | Light, Short Cabinet - Pierce, Exterior, Right Side |  |
|  |  | Scuffplate, Material/Finish - S/S, Polished |  |
|  |  | Material Finish, Shelf - Painted - Cab Interior |  |
|  |  | Shelf/Tray, Cabinet - (0) None |  |
|  |  | Door, Cab Exterior Cabinet - Double Pan, Locking \#751 |  |
|  |  | Door, Exterior Stop - Web Strap |  |
|  |  | Louvers, Cabinet - 0-No Louvers |  |
| 1190698482 |  | Seat, Forward Facing C/C, DS Outboard, Pierce PS6, Base, Hi-Back, Safety | 1 |
| 1200783636 |  | Cabinet, Forward Facing, Center, $42 \mathrm{~W} \times 56 \mathrm{H} \times 14 \mathrm{D}$, Web, Imp/Vel | 1 |
|  |  | Type of fastener-1" cam buckle |  |
|  |  | False Floor, EMS Cabinet - No False Floor |  |
|  |  | Restraint Location - Top (towards roof of truck) |  |
|  |  | Material Finish, Shelf - Painted - Cab Interior |  |
|  |  | Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip |  |
|  |  | Light, Tall Cabinet - Pierce, Interior, Left Side and Pierce, Interior, Right |  |
|  |  | Side |  |
| 1210122728 |  | Louvers, Cabinet - 0-No Louvers <br> Seat, Forward Facing C/C, PS Outboard, Pierce PS6, Premium, Hi-Back, Safety | 1 |
| 1220766467 |  | Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE | 4 |
|  |  | Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Qty, - 04 |  |
| 1230511471 |  | No SCBA Brackets Required In Cab Seats, Imp/Vel, AXT 2010, Qtm 2010,Saber FR/Enf | 1 |
| 1240603867 |  | Seat Belt, ReadyReach | 1 |
|  |  | Seat Belt Color - Red |  |
| 1250604863 |  | Seat Belt Height Adjustment, 6 Seats, Imp/Vel, Dash CF | 1 |
| 1260602464 |  | Helmet Storage, Provided by Fire Department, NFPA 2016 | 1 |
| 1270647647 |  | Lights, Dome, FRP Dual LED 4 Lts | 1 |
|  |  | Color, Dome Lt - Red \& White |  |
|  |  | Color, Dome Lt Bzl - Black |  |
|  |  | Control, Dome Lt White - Door Switches and Lens Switch |  |
|  |  | Control, Dome Lt Color - Lens Switch |  |
| 1280631776 |  | Not Required, Overhead Map Lights | 1 |
| 1290549393 |  | Handlts, (4) Streamlight, Survivor C4 LED, 12v, Orange, 90509 Fast Charge | 1 |
|  |  | Location, Lights - TBD with approval drawings |  |
| 1300568369 |  | Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Nelocity 2010, Dash CF | 1 |
| 1310509511 |  | Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX | 1 |
| 1320543751 |  | Light, Do Not Move Apparatus | 1 |
|  |  | Alarm, Do Not Move Truck - Pulsing Alarm | 1 |
| 1340611681 |  | Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX | 1 |
|  |  | Location, Emerg Sw Pnls - Driver's Side Overhead |  |
| 1350555915 |  | Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity | 1 |
| 1360896666 |  | Wiring, Spare, 4.8 A 12V DC, USB Termination 1st | 2 |
|  |  | Qty, - 02 |  |
|  |  | 12 vdc power from - Battery direct |  |
|  |  | Location - one left of officer and one to be determined with approval drawings |  |
| 1370548006 |  | Wiring, Spare, 15 A 12V DC 2nd | 2 |
|  |  | Qty, - 02 |  |
|  |  | 12 vdc power from - Battery direct |  |
|  |  | Wire termination-15 amp power point plug |  |
|  |  | Location - left of officer position |  |
| 1380548004 |  | Wiring, Spare, 15 A 12V DC 1st | 2 |
|  |  | Qty, - 02 |  |
|  |  | 12vde power from - Battery direct |  |
|  |  | Wire termination - Butt Splice |  |
|  |  | Location, Spare Wiring - Officer Dash |  |
| 1390615386 |  | Vehicle Information Center, 7" Color Display, Touchscreen, MUX | 1 |
| 1400734857 |  | System Of Measurement - US Customary Collision Mitigation, HAAS Alert (R2V), HA5 | 1 |
|  |  | Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor | 1 |


| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 1420683428 |  | Intercom, Sigtronics US-67S, 5-Pos, 3-Radio, D,O,2C,P | 1 |
| 1430006288 |  | Location, Intercom, C Cab - 2) 2 forward facing seats Cable, Radio to Intercom Interface, Sigtronics, 1 Radio | 1 |
| 1440568105 |  | Radio, First Two-Way Model - TBD <br> Radio, First Two-Way Make - Motorola Mid Power <br> Headset, Sigtronics, SE-8 Under Helmet, Flex Mic, Standard | 3 |
| 1450597918 |  | $\begin{aligned} & \text { Qty, }-03 \\ & \text { Location - officer and two crew seats } \\ & \text { Headset, Sigtronics, SE-8S Under Helmet, Flex Mic, One Slotted Ear Cup } \end{aligned}$ | 1 |
| 1460562774 |  | ```Qty, - 01 Location - driver Install Customer Provided Thermal Camera(s), Charger Only``` | 1 |
| 1470559156 |  | Location - TBD with approval drawings Qty, - 01 <br> Install Customer Provided Two-Way Radio(s) | 2 |
| 1480696439 |  | Location - TBD with approval drawings $\text { Qty, - } 02$ <br> Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area | 2 |
| 1490653519 |  | $\text { Qty, - } 02$ <br> Location, Antenna Mount - Left And Right Side <br> Camera, Pierce, Driver Mux, R, RS, LS Cameras | 1 |
| 1500683718 |  | Camera System Audio - Not Provided Recess, Rear Vision Camera Into Lightstick Housing | 1 |
| 1510615100 |  | Pierce Command Zone, Advanced Electronics \& Control System, Diag LEDs, Vel, WiFi | 1 |
| 1520730603 |  | Electrical System, Velocity ESP, Cummins, Paccar | 1 |
| 1530079166 |  | Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud | 1 |
| 1540008621 |  | Battery System, Single Start, All Custom Chassis | 1 |
| 1550123174 |  | Battery Compartment, Imp/Vel | 1 |
| 1560531338 |  | Charger, Sngl Sys, Kussmaul, Pump Plus 1200, 52-21-1100 | 1 |
| 1570598091 |  | Location, Charger/Compr, Behind Driver's Seat, Vel/Imp/DCF | 1 |
| 1580531403 |  | Location, Bat Chrg Ind, Driver's Seat with Bracket | 1 |
| 1590016857 |  | Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super | 1 |
| 1600026800 |  | Qty, - 01 <br> Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger <br> Shoreline Location | 1 |
| 1610647728 |  | Location, Shoreline(s) - DS Crew Cab <br> Alternator, 430 amp , Delco Remy 55SI | 1 |
| 1620092582 |  | Load Manager/Sequencer, MUX | 1 |
| 1630783153 |  | Enable/Disable Hi-ldle - e)High Idle enable Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel | 1 |
| 1640648425 |  | Color, Headlight Bez - Chrome Bezel Light, Directional, WIn 600 Cmb , Cab Crn, Imp/Vel/AXT/Qtm/DCF | 1 |
| 1650620054 |  | Color, Lens, LED's - m)match LED's Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2Its | 1 |
| 1660648074 |  | Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts | 1 |
| 1670627282 |  | Lights, Clearance/Marker/ID, Rear, FRP LED Bar \& P25 LED 4Lts | 1 |
| 1680564683 |  | Lights, Tail, WIn M6BTT* Red LED Stop/Tail \& M6T* Amber LED Dir Arw For Hsg Color, Lens - Colored | 1 |
| 1690561471 |  | Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing | 1 |
| 1700664481 |  | Bracket, License Plate \& Light, P25 LED | 1 |
| 1710556842 |  | Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) Win M6 lights | 1 |
| 1720589905 |  | Alarm, Back-up Warning, PRECO 1040 | 1 |
| 1730769420 |  | Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr | 1 |
| 1740769572 |  | Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 21 ts | 1 |
| 1750770056 |  | Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step | 1 |
| 1760556360 |  | Control, Perimeter Lts - Parking Brake Applied Lights, Step, P25 LED 4lts, Pump Pnl Sw | 1 |
| 1770776357 |  | Light, Visor, WIn, 12V P*H2* Pioneer, Cnt Feature, 1st <br> Qty, - 01 <br> Location, driver's/passenger's/center - Centered Color, WIn Lt Housing - White Paint | 1 |



| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 212 |  | Latch, Roll-up Door - Non-Locking Liftbar |  |
| 2130554995 |  | No Body Modification Required | 1 |
| 2140625184 |  | Guard, Drip Pan, S/S, Rollup Door, Pumper | 7 |
|  |  | Qty, Door Accessory - 07 |  |
|  |  | Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2, RS3 and B1 mpt, Pierce LED, Dual Light Strips, Each Side of Door Pumper/Tanker | 7 |
| 2150616670 |  | Qty, - 07 |  |
|  |  | Location, Compartment Lights - All Body Compts |  |
| 2160739915 |  | Hatch, (2) Liftup, Pumper | 2 |
|  |  | Location, Hatch Compt - Both Sides |  |
|  |  | Qty, Hatch Compt - 2 |  |
|  |  | Trim, Body/Hatch Compt Seam, Horizontal - Painted Formed - Match |  |
|  |  | Lower |  |
|  |  | Hatch Compt, Width - 14" |  |
|  |  | Latch, Hatch Compt - D-Handle Latch |  |
| 2170730092 |  | Not Required | 1 |
| 2180733219 |  | Lights, Hatch Compt, 42", LED, Light Strips, 2-Sides 4 Dr | 1 |
| 2190687146 |  | Shelf Tracks, Painted | 7 |
|  |  | Qty, Shelf Track - 07 |  |
|  |  | Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1 | 4 |
| 2200600350 |  | Qty, Shelf - 04 |  |
|  |  | Material Finish, Shelf - Painted - Spatter Gray |  |
|  |  | Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1- <br> Transition Point, RS3-Transition Point and LS3-Transition Point |  |
| 2210647472 |  | Tray, Floor Mounted, Slide-Out, w/ Side Slides, FW/FD, 500lb, 2.00" Sides, 2G | 4 |
|  |  | Qty, - 04 <br> location - LS1, LS3, RS1, RS3, B1 <br> Material - Painted - Spatter Gray |  |
| 2220540317 |  | Toolboard, Swing-out, Alum, .188", Peg Board | 1 |
|  |  | Qty - 1 |  |
|  |  | Location, Pivot - Back |  |
|  |  | Mounting, Toolboard - Adjustable Frt-back |  |
|  |  | Hole Diameter, Pegboard/Toolboard - .203" diameter |  |
|  |  | Finish, Pegboard/Toolboard - Painted - Spatter Gray |  |
|  |  | Location, Toolboard - RS2 |  |
| 2230622249 |  | Toolboard, Alum, Adj, Added to Standard Depth Slide-Out Tray | 2 |
|  |  | Finish - Painted, Compt Interior, Spatter Gray location - lower section evenly spaced in LS3 |  |
|  |  | Qty - 2 |  |
| 2240076795 |  | Bracket, SCBA, Zico, ULLH, Load \& Lock, Mounted | 4 |
|  |  | Location - Two (2) in forward portion of LS2, and One (1) in each side EMS Cabinet in cab accesible from exterior door <br> Qty, Comp. Accessory - 04 |  |
| 2250024016 |  | Rub Rail, Aluminum Extruded, Side \& Rear of Body | 1 |
| 2260784811 |  | Fender Crowns, Rear, Stainless, w/Removable Liner | 1 |
|  |  | Material Finish, Fender Liner - Painted Lower Body |  |
| 2270519849 |  | Not Required, Hose, Hard Suction | 1 |
| 2280626229 |  | Handrails, Side Pump Panels, Per Print | 1 |
| 2290004126 |  | Handrails, Beavertail, Standard | 1 |
| 2300610196 |  | Handrail, Rear, Above Hose Bed, New York Style/Low Hose Bed | 1 |
|  |  | Handrail Finish - Black Rubber Covered |  |
|  |  | Reinforcement, Hose Bed Divider - Tied to Upper Handrail/Crossbar |  |
| 2310648325 |  | Compt, Air Bottle, Double, Common Triple Door, Fender Panel | 2 |
|  |  | Qty, Air Bottle Comp - 2 |  |
|  |  | Door Finish, Fender Compt - Polished |  |
|  |  | Location, Fender Compt - Double - LS Fwd - DEF Combo and Double LS Rear - Fuel Combo |  |
|  |  | Latch, Air Bottle Compt - Southco C2 Chrome Raised |  |
|  |  | Insert, Air Bottle Compt - W-Shaped Insert |  |
| 2320657522 |  | Compt, Air Bottle, Triple, Fender Panel | 2 |
|  |  | Qty, Air Bottle Comp - 2 |  |
|  |  | Door Finish, Fender Compt - Polished |  |
|  |  | Location, Fender Compt - Triple - RS Fwd and Triple - RS Rear |  |



| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 2720092568 |  | No Rear Auxiliary Inlet Requested | 1 |
| 2730563738 |  | Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle | 1 |
| 2740029043 |  | Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing | 1 |
| 2750004905 |  | Outlet, Tank Fill, 1.50" | 1 |
| 2760062133 |  | Control, Outlets, Manual, Pierce HW if applicable | 1 |
| 2770004940 |  | Outlet, Left Side, 2.50" | 2 |
| 2780005091 |  | Qty, Discharges - 02 <br> Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH | 1 |
| 2790092570 |  | Not Required, Outlets, Left Side Additional | 1 |
| 2800035094 |  | Not Required, Elbow, Left Side Outlets, Additional | 1 |
| 2810004945 |  | Outlet, Right Side, 2.50" | 1 |
| 2820025091 |  | Qty, Discharges - 01 <br> Elbow, Right Side Outlets, 45 Degree, 2.50 " FNST x 2.50 " MNST, VLH | 1 |
| 2830092571 |  | Not Required, Outlets, Right Side Additional | 1 |
| 2840089584 |  | Not Required, Elbow, Right Side Outlets, Additional | 1 |
| 2850005047 |  | Outlet, 4" w/4" Right, Handwheel | 1 |
| 2860005094 |  | Valve, Brand - Akron <br> Elbow, Large Dia Outlet, 30 Deg, $4.00^{\prime \prime}$ FNST x 4.00" Storz | 1 |
| 2870649939 |  | Outlet, Front, 1.50" w/2" Plumbing | 1 |
| 2880004995 |  | Fitting, Outlet - 1.50 " NST with 90 degree swivel Drain, Front Outlet - Automatic Location, Front, Single - top of right bumper Outlet, Rear, 2.50" | 1 |
|  |  | Qty, Discharges - 01 <br> Location, Outlet - b) left side |  |
| 2890045091 |  | Elbow, Rear Outlets, 45 Degree, 2.50 " FNST $\times 2.50$ MNST, VLH | 1 |
| 2900092574 |  | Not Required, Outlet, Rear, Additional | 1 |
| 2910085695 |  | Not Required, Elbow, Rear Outlets, Large, Additional | 1 |
| 2920092573 |  | Not Required, Outlet, Hose Bed/Running Board Tray | 1 |
| 2930752097 |  | Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain | 1 |
| 2940563739 |  | Valve, 0.75" Bleeder, Discharges, Swing Handle | 1 |
| 2950005065 |  | Outlet, 3.00" Deluge Riser | 1 |
| 2960543605 |  | Monitor, Akron 3431 Hi-Riser and 4" storz Inlet Grd Base | 1 |
| 2970501504 |  | Monitor Finish - Painted by OEM <br> Nozzle, Akron 2499, Quad Tips, 3488 and 5160 Manual Fog | 1 |
| 2980071580 |  | Deluge Mount, 3" ANSI 4 Bolt Flange S/S | 1 |
| 2990723726 |  | Speedlay Module Not Required | 1 |
| 3000722432 |  | Hose Restraint Not Required, No Speedlay Module | 1 |
| 3010723395 |  | Speedlays, Not Required | 1 |
| 3020723394 |  | Speedlays, Not Required | 1 |
| 3030029167 |  | Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap | 2 |
| 3040029196 |  | Qty, Crosslays - 2 <br> Not Required, 2.50" Crosslay | 1 |
| 3050623374 |  | Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar, Sides | 2 |
|  |  | Qty, - 02 <br> Color, Strap - Red |  |
| 3060029260 |  | Not Required, Speedlays | 1 |
| 3070750536 |  | Hose Restr, Spdly, Not Required, No Spdly | 1 |
| 3080615255 |  | Cover, Crosslay, 3/16" Alum Treadplate, Front Hinge | 1 |
| 3090019853 |  | Stay arm, Tray Cover - a) Mech Stay Arm Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH | 1 |
| 3100005248 |  | Reel, Booster - Rear Compt., Steel, Roll-up Door | 1 |
| 3110005279 |  | Finish, Reel - Painted Gray Switch, Reel Rewind - One at Reel | 1 |
| 3120005300 |  | Hose, Booster - 150' of 1.00"/800 PSI | 1 |
| 3130005244 |  | Capacity, Hose Reel 200' of $1^{\prime \prime}$ | 1 |
| 3140007428 |  | Nozzle for Booster Reel Not Req'd | 1 |
| 3150624939 |  | Foam Sys, Husky 3, Single Agent, Multi Select Feature | 1 |
| 3160012126 |  | Discharge, Foam Locations - Front Bumper Center, Rear Outlet Left Side, Crosslay Front and Crosslay Rear Not Required, CAF Compressor | 1 |
| 3170592527 |  | Refill, Foam Tank, Integral, Husky 3 | 1 |


| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 3180031896 |  | Demonstration, Foam System, Dealer Provided | 1 |
| 3190022539 |  | Foam Cell, 20 Gallon, Reduce Water | 1 |
| 3200697589 |  | Type of Foam - Class "A" <br> Drain, 1.00", Foam Tank \#1, Husky 3 Foam System, Quarter Turn | 1 |
| 3210091079 |  | Not Required, Foam Tank \#2 | 1 |
| 3220091112 |  | Not Required, Foam Tank \#2 Drain | 1 |
| 3230738072 |  | Approval Dwg, Pump Panel(s), Not Required | 1 |
| 3240032479 |  | Pump Panel Configuration, Control Zone | 1 |
| 3250629252 |  | Material, Pump Panels, Side Control Black Vinyl | 1 |
| 3260721776 |  | Material Finish, Pump Panel, Side Control - Black Vinyl Material, Pump Panel, Side Control - Aluminum <br> Panel, Pump Access - Right Side, Hinged, Side Control | 1 |
| 3270583824 |  | Hinge Location - Top <br> Latch, Pump Panel Access, Side Mount - Flush Trigger, Chrome Light, Pump Compt, WIn 3SC0CDCR LED White | 1 |
| 3280586382 |  | Qty, -01 Gauges, Engine, Included With Pressure Controller | 1 |
| 3290005601 |  | Throttle, Engine, Incl'd w/Press Controller | 1 |
| 3300739224 |  | Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green | 1 |
| 3310549333 |  | Indicators, Engine, Included with Pressure Controller | 1 |
| 3320745568 |  | Indicator Light, Pump Panel, Ok To Pump, Green | 1 |
| 3330511078 |  | Gauges, 4.00" Master, Class 1, 30"-0-600psi | 1 |
| 3340511100 |  | Gauge, 2.00" Pressure, Class 1, 30"-0-400psi | 1 |
| 3350062586 |  | Gauge, Water Level, Class 1, Pierce Std | 1 |
| 3360062992 |  | Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5It | 1 |
| 3370593161 |  | Light Shield, S/S LED | 1 |
| 3380606697 |  | Air Horns, (2) Grover, In Bumper | 1 |
| 3390606835 |  | Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos \#1 \& \#7) | 1 |
| 3400016065 |  | Control, Air Horn, Horn Ring, PS Chrome Push Button | 1 |
| 3410525667 |  | Siren, WIn 295SLSA1, 100 or 200 Watt | 1 |
| 3420510206 |  | Location, Elect Siren, Recessed Overhead In Console | 1 |
| 3430076156 |  | Location, Elec Siren - Overhead, DS Center Sw Pnl Control, Elec Siren, Head Only | 1 |
| 3440601306 |  | Speaker, (1) Win, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt | 1 |
| 3450601565 |  | Connection, Speaker - siren head <br> Location, Speaker, Frt Bumper, Recessed, Center (Pos 4) | 1 |
| 3460895310 |  | Siren, Federal Q2B | 1 |
| 3470006095 |  | Finish, Q2B Siren - Chrome Siren, Mechanical, Mounted Above Deckplate | 1 |
| 3480748305 |  | Location, Siren, Mech - a) Left Control, Mech Siren, Multi Select | 1 |
| 3490895055 |  | Control Mech Siren, Ft Sw RS, Interlock | 1 |
| 3500895056 |  | Control, Interlocks - Prk Brk Released Control Mech Siren, Ft Sw LS, Interlock | 1 |
| 3510740391 |  | Control, Interlocks - Prk Brk Released Sw, Siren Brake, Momentary Chrome Push Button, RS | 1 |
| 3520746353 |  | Not Required, Warning Lights Intensity | 1 |
| 3530605202 | SP | Lightbar, WIn, Freedom IV-Q, 81", RRRBRWR___RWRBRRR | 1 |
| 3540898734 |  | Filter, Whl Freedom Ltbrs - No Filters <br> Light, Front Zone, WIn M6** M6** M6** M6** Q Bzl | 1 |
|  |  | Color, Lens, LED's - Clear <br> Color, Lt DS Frnt Outside - Left Red <br> Color, Lt PS Frnt Outside - Right Red <br> Color, Lt DS Front Inside - Left Blue <br> Color, Lt PS Front Inside - Right Blue <br> Color, Q Bezel and Trim - Polished Chrome |  |
| 3550653937 |  | Flasher, Headlight Alternating | 1 |
| 3560898752 |  | Headlt flash deactivation - a)w/high beam <br> Lights, Side Zone Lower, WIn M6\#, M6\#, M6\# Split Color 6Lts | 1 |
|  |  | Location, Lights Mid - behind crew cab doors Location, Lights Rear - over rear wheels Location, Lights Front Side - b)each side bumper |  |


| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 356 |  | Color, Trim - Chrome Trim |  |
|  |  | Color, Lt Side Frnt RS Cmb - Red Blue |  |
|  |  | Color, Lt Side Frnt LS Cmb - Red Blue |  |
|  |  | Color, Lt Side Mid LS Cmb - Red/Blue |  |
|  |  | Color, Lt Side Mid RS Cmb - Blue Red |  |
|  |  | Color, Lt Side Rear RS Cmb - Red Blue |  |
|  |  | Color, Lt Side Rear LS Cmb - Red Blue |  |
| 3570564655 |  | Lights, Rear Zone Lower, WIn M6*C LED, Clear Lens, For Tail Lt Housing | 1 |
|  |  | Color, Lt DS Rear - r) DS Rear Lt Red <br> Color, Lt PS Rear - b) PS Rear Lt Blue |  |
| 3580088745 |  | Light, Rear Zone Up, WIn L31HRFN LED Beacon, Red LED | 1 |
|  |  | Color, Dome, Rear Warning - j) both domes clear |  |
| 3590006551 |  | Not Required, Lights, Rear Upper Zone Blocking | 1 |
| 3600006615 |  | Mtg, Rear Warn Lts, On Top of Compt | 1 |
| 3610791528 |  | Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5 | 1 |
|  |  | Activation, Traffic Dir L - Not Connected |  |
| 3620551728 |  | Location, Traf Dir Lt, Recessed with S/S Trim | 1 |
| 3630530282 |  | Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End | 1 |
| 3640780392 |  | Receptacle Strip, 15A 120V 7-Place 90 Deg, FEL99089, Protect Metal Housing, Int | 1 |
|  |  | Qty, - 1 |  |
|  |  | Location 1 - forward facing EMS cabinet in the cab |  |
|  |  | AC Power Source - Shoreline |  |
| 3650519934 |  | Not Required, Brand, Hydraulic Tool System | 1 |
| 3660649753 |  | Not Required, PTO Driven Hydraulic Tool System | 1 |
| 3670007150 |  | Bag of Nuts and Bolts | 1 |
|  |  | Qty, Bag Nuts and Bolts - 1 |  |
| 3680602516 |  | NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department | 1 |
| 3690602407 |  | Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification | 1 |
| 3700027023 |  | No Strainer Required | 1 |
| 3710602538 |  | Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department | 1 |
| 3720602360 |  | Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept | 1 |
| 3730602679 |  | Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department | 1 |
| 3740602667 |  | Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department | 1 |
| 3750741569 |  | Paint Process / Environmental Requirements, Appleton | 1 |
| 3760709846 |  | Paint, Two-Tone Color, Velocity/Impel | 1 |
|  |  | Paint Color, Upper Area, Predefined - \#10 White |  |
|  |  | Shield, Cab - Standard Shield |  |
|  |  | Paint Color, Lower Area, Predefined - \#90 Red |  |
|  |  | Paint Break, Cab - Standard Two-Tone Cab Break |  |
| 3770709845 |  | Paint, Single Color, Body | 1 |
|  |  | Paint, Body - Match Lower Cab Paint Chassis Frame Assy, E-Coat, Standard | 1 |
| 3790693797 |  | Paint Color, Frame Assembly, Predefined - Standard Black No Paint Required, Aluminum Front Wheels | 1 |
| 3800693792 |  | No Paint Required, Aluminum Rear Wheels | 1 |
| 3810733739 |  | Paint, Axle Hubs | 1 |
|  |  | Paint, Axle Hub - Lower Job Color |  |
| 3820007230 |  | Compartment, Painted, Spatter Gray | 1 |
| 3830544129 |  | Reflective Band, 1"-6"-1" | 1 |
|  |  | Color, Reflect Band - $\mathrm{A}-\mathrm{i}$ ) gold |  |
|  |  | Color, Reflect Band - B-I) white |  |
|  |  | Color, Reflect Band - C-ze) gold |  |
| 3840510041 |  | Reflective across Cab Face, Imp/Vel | 1 |
| 3850536954 |  | Stripe, Chevron, Rear, Diamond Grade, Pumper | 1 |
| 3860027341 |  | Color, Rear Chevron DG - fluorescent yellow Jog, In Reflective Stripe, Single or Multiple | 1 |
| 3870065687 |  | Qty, - 1 Stripe, Reflective, Cab Doors Interior | 1 |
|  |  | Color, Reflective - a) white |  |
| 3880067298 |  | Stripe, Gold Leaf, Across Cab Face | 1 |
| 3890680372 |  | Stripe, Gold Leaf, Cab Sides, IPO Chrome Molding | 1 |


| Line Option | Type Option Description | Qty |
| :---: | :---: | :---: |
| 3900027372 | Lettering Specifications, (GOLD STAR Process) | 1 |
| 3910686428 | Lettering, Gold Leaf, 3.00", (41-60) | 1 |
| 3920686038 | Outline, Lettering - Outline and Shade Lettering, Reflective, 2.00", (61-80) | 1 |
| 3930684181 | Outline, Lettering - Outline and Shade Emblem, Maltese Cross, Reflective, $24^{\prime \prime}-26^{\prime \prime}$, Pair | 1 |
| 3940772003 | $\text { Qty, }-01$ <br> Location, Emblem - LS1/RS1 rool up doors to match photos <br> Manual, Fire Apparatus Parts, USB Flash Drive, Custom | 1 |
| 3950772037 | $\text { Qty, - } 01$ <br> Manual, Chassis Service, USB Flash Drive, Custom | 1 |
| 3960773381 | $\begin{aligned} & \text { Qty, - } 01 \\ & \text { Manual, Chassis Operation, (1) USB Flash Drive, Custom } \end{aligned}$ | 1 |
| 3970030008 | Warranty, Basic, 1 Year, Apparatus, WA0008 | 1 |
| 3980611136 | Warranty, Chassis, 3 Year, Velocity/Impel, WA0284 | 1 |
| 3990696698 | Warranty, Engine, Cummins, 5 Year, WA0181 | 1 |
| 4000684953 | Warranty, Steering Gear, Sheppard M110, 3 Year WA0201 | 1 |
| 4010595767 | Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038 | 1 |
| 4020595698 | Warranty, Axle, 3 Year, TAK-4, WA0050 | 1 |
| 4030733306 | Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384 | 1 |
| 4040652758 | Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232 | 1 |
| 4050019914 | Warranty, Structure, 10 Year, Custom Cab, WA0012 | 1 |
| 4060744240 | Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055 | 1 |
| 4070524627 | Warranty, Electronics, 5 Year, MUX, WA0014 | 1 |
| 4080695416 | Warranty, Pierce Camera System, WA0188 | 1 |
| 4090647720 | Warranty, Pierce LED Strip Lights, WA0203 | 1 |
| 4100046369 | Warranty, 5-year EVS Transmission, Standard Custom, WA0187 | 1 |
| 4110685945 | Warranty, Transmission Cooler, WA0216 | 1 |
| 4120688798 | Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195 | 1 |
| 4130596025 | Warranty, Structure, 10 Year, Body, WA0009 | 1 |
| 4140693126 | Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185 | 1 |
| 4150734463 | Warranty, Pump, Waterous, 7 Year Parts, WA0382 | 1 |
| 4160648675 | Warranty, 10 Year S/S Pumbing, WA0035 | 1 |
| 4170657990 | Warranty, Foam System, Husky 3, WA0231 | 1 |
| 4180595820 | Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057 | 1 |
| 4190595421 | Warranty, Goldstar, 3 Year, Apparatus, WA0018 | 1 |
| 4200683627 | Certification, Vehicle Stability, CD0156 | 1 |
| 4210736237 | Certification, Engine Installation, Velocity, Cummins X12, 2021, CD0171 | 1 |
| 4220686786 | Certification, Power Steering, CD0098 | 1 |
| 4230667417 | Certification, Cab Integrity, Velocity FR, CD0009 | 1 |
| 4240548950 | Certification, Cab Door Durability, Velocity/Impel, CD0001 | 1 |
| 4250548967 | Certification, Windshield Wiper Durability, Impel/Velocity, CD0005 | 1 |
| 4260667411 | Certification, Electric Window Durability, Velocity/Impel FR, CD0004 | 1 |
| 4270549273 | Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018 | 1 |
| 4280735950 | Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177 | 1 |
| 4290545073 | Amp Draw Report, NFPA Current Edition | 1 |
| 4300002758 | Amp Draw, NFPA/ULC Radio Aliowance | 1 |
| 4310799248 | Appleton/Florida BTO | 1 |
| 4320000018 | PUMPER, 2ND GEN | 1 |
| 4330000012 | PIERCE CHASSIS | 1 |
| 4340004713 | ENGINE, OTHER | 1 |
| 4350046396 | EVS 4000 Series TRANSMISSION | 1 |
| 4360020011 | WATEROUS PUMP | 1 |
| 4370020009 | POLY TANK | 1 |
| 4380028048 | FOAM SYSTEM | 1 |
| 4390020006 | SIDE CONTROL | 1 |
| 4400020007 | AKRON VALVES | 1 |
| 4410020015 | ABS SYSTEM | 1 |
| 4420658751 | PUMPER BASE | 1 |

## CAPITAL OUTLAY RESERVE FUND



| Mayes County, County Clerk |
| :--- |
| Brittany True-Howard |

## Account Summary 2021-2022

As of $06 / 30 / 2022$
Account Name

| Total | Total | Total | Total | Total |
| ---: | ---: | ---: | ---: | ---: |$\quad$ Total

$\$ 190.525 .38$
$\$ 0.00$
$\$ 190.525 .38$
$\$ 0.00$
$\$ 0.00$
$\$ 190.525 .38$


Mayes County, County Clerk Brittany True-Howard

Printed At: 11:22am on 11/29/2021

Account Summary 2021-2022
As of 06/30/2022

Account Name

1321-2:8210-4110 FIREFIGHTERS PRYOR

$$
\text { use } \$ 184,729{ }^{33} \text { fer BK. Young }
$$



## Authorizing State Statutes

## Select a State

Oklahoma

## State of Oklahoma Statutes

2015 Oklahoma Statutes Title 74. State Government §74-1004. Agreements authorized.

Universal Citation: 74 OK Stat § 74-1004 (2015)
A. Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or
enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this act upon a public agency.
B. Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this act.

Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force.
C. Any such agreement shall specify the following:

1. Its duration;
2. The precise organization, composition and nature of any separate legal or administrative entity created thereby together with the powers delegated thereto, provided such entity may be legally created;
3. Its purpose or purposes;
4. The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor;
5. The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination; and
6. Any other necessary and proper matters.
D. In the event that the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement shall, in addition to paragraphs 1, 3, 4, 5 and 6 set forth in subsection $C$ of this section, contain the following:
7. Provisions for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies party to the agreement shall be represented; and
8. The manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking.
E. No agreement made pursuant to this act shall relieve any public agency of any obligation or responsibility imposed upon it by law except that, to the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made hereunder, the performance may be offered in satisfaction of the obligation or responsibility.
F. Every agreement made hereunder, except those agreements authorized by Section 601 of Title 69 of the Oklahoma Statutes which shall be approved by the district attorney, shall, prior to and as a condition precedent to its entry into force, be submitted to the Attorney General who shall determine whether the agreement is in proper form and compatible with the laws of this state, including any agreements entered into pursuant to the provisions of the Oklahoma Community Economic Development Pooled Finance Act. The Attorney General shall approve any agreement submitted to the Attorney General hereunder unless the Attorney General shall find that it does not meet the conditions set forth herein and shall detail in writing addressed to the governing bodies of the public agencies concerned the specific respects in which the proposed agreement fails to meet the requirements of law. Failure to disapprove an agreement submitted hereunder within sixty (60) days of its submission shall constitute approval thereof.
G. Financing of joint projects by agreements shall be as provided by law, including any agreements entered into pursuant to the provisions of the Oklahoma Community Economic Development Pooled Finance Act.

Added by Laws 1965, c. 189, § 4, emerg. eff. June 8, 1965. Amended by Laws 2000, c. 180, § 2, eff. Nov. 1, 2000; Laws 2009, c. 309, § 18, eff. July 1, 2009.

## News \& Events

## Join us for a Contractor Orientation Webinar (/events/Event-Details?

 eventid=282)The orientation will discuss:

- Our cooperative environment
- Requirements for Member participation
- Preparing Contract Pricing Worksheets
- Purchase orders and Order Confirmations
 statutes\&title=Authorizing\%20State\%20Statutes\%20\%7C\%20HGACBuy)

Member Orientation (/events/Event-Details?eventid=305)

Join us for an HGACBuy Member Orientation (/events/Event-Details? eventid=305)

Webinar will begin exactly at 9:30AM CST. Please be on time for the webinar or you may miss the presentation and have to wait until the next one.
The HGACBuy Member Orientation objective is to introduce Members to the HGACBuy program:

- Who is HGACBuy?
- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process
- HIGAGCMywWertasiteny.com/share\#url=https\%3A\%2F\%2Fwww.hgacbuy.org\%2Fstatestatutes\&title=Authorizing\ State\ Statutes\% $20 \% 7 \mathrm{C} \% 20 \mathrm{HGACBuy}$ )


## Contractor Orientation (/events/Event-Details?eventid=317)

## Join us for a Contractor Orientation Webinar (/events/Event-Details? eventid=317)

The orientation will discuss:

- Our cooperative environment
- Requirements for Member participation
- Preparing Contract Pricing Worksheets
- Purchase orders and Order Confirmations
- Autpstenhyunctiddto aneqpontirsgare\#url=https\%3A\%2F\%2Fwww.hgacbuy.org\%2Fstatestatutes\&title=Authorizing\%20State\%20Statutes\%20\%7C\%20HGACBuy)


## List of HGACBuy End Users

## Select a State to See a List of End Users From That State

Oklahoma

## Filter by Name

| Agency Name | City |
| :--- | :--- |
| 9-1-1 Association of Central Oklahoma Governments | Oklahoma <br> City |
| A New Leaf (OK) | Broken Arrow |
| Alfalfa County (OK) | Cherokee |


| Agency Name | City |
| :---: | :---: |
| Anna:s House Foundation (OK) | Warr Acres |
| Ardmore Public Works Authority (OK) | Ardmore |
| Association of Central Oklahoma Governments (OK) | Oklahoma City |
| Berryhill Fire Protection District (OK) | Tulsa |
| Blaine County (OK) | Watonga |
| Bridge Creek Fire Protection District (OK) | Blanchard |
| Bryan County EMS (OK) | Durant |
| Bryan County Rural Water District No. 5 (OK) | Durant |
| Cameron University (OK) | Lawton |
| Canadian County (OK) | El Reno |
| CART/University of Oklahoma (OK) | Norman |
| Central Oklahoma Transportation \& Parking Authority (OK) | Oklahoma City |
| Cherokee County (OK) | Tahlequah |
| Cherokee County Rural Water, Sewage, Gas and Solid Waste District \#16 (OK) | Cookson |
| Choctaw County Ambulance Authority (OK) | Hugo |
| City of Ada (OK) | Ada |
| City of Altus (OK) | Altus |
| City of Alva (OK) | Alva |
| City of Ardmore (OK) | Ardmore |
| City of Bethany (OK) | Bethany |


| Agency Name | City |
| :---: | :---: |
| City of Bixby (OK) | Bixby |
| City of Broken Arrow (OK) | Broken Arrow |
| City of Chickasha (OK) | Chickasha |
| City of Claremore (OK) | Claremore |
| City of Colbert (OK) | Colbert |
| City of Coweta (OK) | Coweta |
| City of Cushing (OK) | Cushing |
| City Of Davis (OK) | Davis |
| City of Del City (OK) | Del City |
| City of Durant (OK) | Durant |
| City of Enid (OK) | Enid |
| City of Fairview (OK) | Fairview |
| City of Guthrie (OK) | Guthrie |
| City of Guymon (OK) | Guymon |
| City of Henryetta (OK) | Henryetta |
| City of Jenks (OK) | Jenks |
| City of Lawton (OK) | Lawton |
| City of Madill (OK) | Madill |
| City of Minco (OK) | Minco |
| City of Muskogee (OK) | Muskogee |
| City of Mustang (OK) | Mustang |
| City of Norman (OK) | Norman |


| Agency Name | City |
| :---: | :---: |
| City of Oilton (OK) | Oilton |
| City of Okemah (OK) | Okemah |
| City of Oklahoma City (OK) | Oklahoma City |
| City of Okmulgee (OK) | Okmulgee |
| City of Owasso (OK) | Owasso |
| City of Pauls Valley (OK) | Pauls Valley |
| City of Pawhuska (OK) | Pawhuska |
| City of Pawnee (OK) | Pawnee |
| City of Ponca City (Ponca City Police Department ) (OK) | Ponca City |
| City of Pryor Creek (OK) | Pryor |
| City of Sand Springs (OK) | Sand Springs |
| City of Sapulpa (OK) | Sapulpa |
| City of Shawnee (OK) | Shawnee |
| City of Skiatook (OK) | Skiatook |
| City of Spencer (OK) | Spencer |
| City of Stillwater (OK) | Stillwater |
| City of Tulsa (OK) | Tulsa |
| City of Wagoner (OK) | Wagoner |
| City of Warr Acres (OK) | Oklahoma City |
| City of Yukon (OK) | Yukon |
| City Transit Trust (OK) | Lawton |


| Agency Name | City |
| :---: | :---: |
| Cleveland County (OK) | Norman |
| Collinsville Rural Fire Protection District (OK) | Collinsville |
| Comanche County Board of Commissioners (OK) | Lawton |
| Cotton County (OK) | Walters |
| Creek County Board of County Commissioners (OK) | Sapulpa |
| Creek County Emergency Ambulance Service District (OK) | Sapulpa |
| Cushing Municipal Authority (OK) | Cushing |
| Custer County (OK) | Arapaho |
| Dale Rogers Training Center (OK) | Oklahoma City |
| DaySpring Villa Women and Children:s Shelter, Inc. (OK) | Tulsa |
| Deer Creek Fire Protection District (OK) | Edmond |
| Drumright, City of (OK) | Drumright |
| East Central University (OK) | Ada |
| Emergency Medical Services of LeFlore County (OK) | Poteau |
| Foyil Fire Protection District (OK) | Claremore |
| Frontier Schools (OK) | red rock |
| Garfield County (OK) | Enid |
| Garvin County (OK) | Pauls Valley |
| Gatesway Foundation, Inc. (OK) | Broken Arrow |
| Grand Gateway EDA (OK) | Big Cabin |
| Grand River Dam Authority (OK) | Vinita |
| HUGHES COUNTY EMS (OK) | HOLDENVILLE |


| Agency Name | City |
| :---: | :---: |
| Indian Electric Cooperative, Inc. (OK) | Cleveland |
| Jefferson County (OK) | Waurika |
| Ki Bois Community Action Foundation, Inc. (OK) | Stigler |
| Latta Public Schools (OK) | Ada |
| Laverne Emergency Medical Service District (OK) | Laverne |
| Little Axe Fire Protection District \#70 (OK) | Newalla |
| LOGAN COUNTY, OKLAHOMA (OK) | Guthrie |
| Love County General Government (OK) | Marietta |
| Major County EMS (OK) | Fairview |
| Mayes Emergency Services Trust Authority (OK) | Pryor |
| McClain County 911 Trust Authority (OK) | Purcell |
| Metropolitan Tulsa Transit Authority (OK) | Tulsa |
| Millwood Public Schools (OK) | Oklahoma City |
| Moore Public Schools (OK) | Moore |
| Morton Comprehensive Health Services (OK) | Tulsa |
| Murray State College (OK) | Tishomingo |
| Northwest Rogers County Fire Protection District (OK) | Oologah |
| Oak Cliff Fire Protection District (OK) | Edmond |
| Oklahoma City Housing Authority (OK) | Oklahoma City |
| Oklahoma Municipal Utility Services Authority (OK) | Oklahoma City |


| Agency Name | City |
| :---: | :---: |
| Okmulgee County (OK) | Okmulgee |
| Okmulgee County Rural Water District \#7 (OK) | Okmulgee |
| Okmulgee Municipal Authority (OK) | Okmulgee |
| Ottawa County (OK) | Miami |
| Payne County Board of Commissioners (OK) | Stillwater |
| Perry Memorial Hospital (OK) | Perry |
| Piedmont Public Schools (OK) | Piedmont |
| Pontotoc County (OK) | Ada |
| Pottawatomie County (OK) | Shawnee |
| React Ambulance AUthority dba React EMS (OK) | Shawnee |
| Roger Mills County (OK) | Cheyenne |
| Roger Mills County Emergency Medical Services District (OK) | Cheyenne |
| Rogers County Elder Day Care Center, Inc. (OK) | Claremore |
| Rxposed, Inc. (OK) | Oklahoma City |
| Sapulpa Public Schools dba of Independent School District \#33 (OK) | Sapulpa |
| Southwestern Oklahoma State University (OK) | Weatherford |
| Stillwater Public Schools (OK) | Stillwater |
| Sugar Creek Emergency Medical Service District (OK) | Lookeba |
| Texas County 911 Trust Authority (OK) | Guymon |
| The Craig County E-911 Governing Authority (OK) | Vinita |
| The Parent Child Center of Tulsa (OK) | Tulsa |
| Town of Chouteau (OK) | Chouteau |


| Agency Name | City |
| :--- | :--- |
| Town of Depew (OK) | Depew |
| Town of Dewar (OK) | Dewar |
| Town of Hennessey (OK) | Hennessey |
| Town of Kiefer (OK) | Kiefer |
| Town of Locust Grove (OK) | Locust Grove |
| Town of Mounds (OK) | Mounds |
| Tulsa County (OK) | Salsa |
| Tulsa County Levee District 12 (OK) | Claremore |
| Verdigris Fire Protection District (OK) | Collinsville |
| Verdigris Valley Electric Cooperative, Inc. (OK) | Wagoner |
| Wagoner County (OK) | Oklahoma |
| Western Heights School (OK) | City |
| Woodward County (OK) | Woodward |

## News \& Events

# Join us for a Contractor Orientation Webinar (/events/Event-Details? eventid=282) 

The orientation will discuss:

- Our cooperative environment
- Requirements for Member participation
- Preparing Contract Pricing Worksheets
- Purchase orders and Order Confirmations
 sers\&title=List\%20of\%20HGACBuy\%20End\%20Users\%20\%7C\%20HGACBuy)

Member Orientation (/events/Event-Details?eventid=305)

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- Discuss the purchasing process
https://www.ad sers\&title=List\%20of\%20HGACBuy\%20End\%20Users\%20\%7C\%20HGACBuy)


## Join us for a Contractor Orientation Webinar (/events/Event-Details? eventid=317)

The orientation will discuss:

- Our cooperative environment
- Requirements for Member participation
- Preparing Contract Pricing Worksheets
- Purchase orders and Order Confirmations
 sers\&title=List\%20of\%20HGACBuy\%20End\%20Users\%20\%7C\%20HGACBuy)



## We have prepared a quote for you

Pryor Police Department - New Avigilon Analytic System with (2) 32TB Servers+ Failover - State Contract SW 1048D - 5 YEAR WARRANTY

Quote \# 006709
Version 1

Prepared for:
Pryor Police Department
Kevin Tramel
tramelk@pryorcreek.com

Tuesday, December 07, 2021

Pryor Police Department
Kevin Tramel 214 S. Mill St. Pryor, OK 74361 tramelk@pryorcreek.com

Dear Kevin ,

## New Pryor Police Department \& Fire Department Buildings Enterprise Video Surveillance System with Advanced Video Analytics - Digi Security Systems State Contract SW1048D

This quote was generated using Digi Security Systems State Contract SW1048D
Please see below quote regarding your request for a advanced analytic surveillance system for the new Pryor Police Department \& Fire Department Buildings.

All new Avigilon products come with a 5 YEAR warranty backed by a 1yr Digi workmanship service plan.

## Equipment \& Software Provided by Digi

(02) - Avigilon 32TB Analytics Video Servers
(01) - 48 Port POE Network Switch with 10G
(01) - 24 Port POE Network Switch with 10G
(51) - Avigilon ACC7 Enterprise Camera License
(25) - Avigilon ACC7 Enterprise Failover Licenses for Failover between servers
(03) - 3MP H4 Video Intercom Cameras with Audio/Video + Relay to Unlock Doors - exterior
(31) - 8MP Analytics Fisheye Camera with IR \& audio capabilities - interior
(02) - 4MP Analytics Fixed Domes with IR \& Loroue Microphone Audio - interior
(01) - Avigilon 4P Encoder with Hidden Camera \& Loroue Microphone - interior
(01) - 10MP Analytics Dual-Head Dome with IR \& Loroue Microphone Audio - interior
(06) - 10MP Analytics Dual-Head Domes with IR - exterior
(01) - 4MP Analtytics Fixed Bullet with IR - exterior
(06) - 20MP 360 Multi-Sensor Analytics Corner Mount Cameras with IR - exterior

Necessary installation materials required to professional mount/install all devices listed above.

## SCOPE OF WORK DIGI:

Digi will install all hardware listed above.
Digi will install all software listed above.
Digi will commission, program \& test all hardware components listed above.

Digi will commission, program \& test all software components listed above including analytics, failover, users, etc.
Digi will provide partner with end-user training on new system
Digi will provide necessary cabling to audio microphones including signal \& power.

## SCOPE OF WORK CLIENT:

Client will provide all necessary pathways \& Cat6 cabling to all cameras.
Client will need to provide access to all areas necessary for completion of this project.
Client will need to provide network connectivity for remote monitoring of the system.
Client will need to provide network cabinet space for installation of appliance and accessories.
Client will need to provide rack for rack mountable equipment.
Client will need to provide UPS backup power system.

Josh Herron
President
Digi Security Systems - Tulsa

| Product | Details | Suggested Price | Discount Amount | State Contract Price | Qty | Ext. Contract Price |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{aligned} & \text { NVR4X- } \\ & \text { STD- } \\ & \text { 32TB- } \\ & \text { NA } \end{aligned}$ | NVR4X Standard 32TB 2U Rack Mnt, Windows 10, NA | \$16,749.00 | \$5,359.68 | \$11,389.32 | 2 | \$22,778.64 |
| ACC7ENT | ACC 7 Enterprise Edition camera license | \$295.80 | \$94.66 | \$201.14 | 50 | \$10,057.00 |
| ACC7-ENT-FO | ACC 7 Enterprise Edition camera failover license | \$45.90 | \$14.69 | \$31.21 | 25 | \$780.25 |
| $\begin{aligned} & \text { 3.0C- } \\ & \mathrm{H} 4 \mathrm{VI}- \\ & \text { RO1-IR } \end{aligned}$ | Avigilon Video Door Station | \$1,196.46 | \$382.87 | \$813.59 | 3 | \$2,440.77 |
| H4VI-AC <br> -RELY1 | Safety Relay for H4 Video Intercom | \$122.40 | \$39.17 | \$83.23 | 3 | \$249.69 |
| H4VI-MT -SURF1 | Surface mount adapter for H4 Video Intercom | \$229.50 | \$73.44 | \$156.06 | 3 | \$468.18 |
| H4VI-WARREXTEN D-2YR | Extended Warranty for H4 Video Intercom, 2 years extension | \$234.60 | \$75.07 | \$159.53 | 3 | \$478.59 |
| $\begin{aligned} & \text { 8.0C- } \\ & \text { H5A-FE- } \\ & \text { DO1-IR } \end{aligned}$ | 8.0 MP, H5A Fisheye Dome Camera, LightCatcher, Day/Night, WDR, 1.41 mm f/2.0, Next-Generation Analytics, Integrated IR | \$790.50 | \$252.96 | \$537.54 | 31 | \$16,663.74 |
| H5A-FE- <br> MT- <br> NPTA1 | NPT Adapter For H5A Fisheye Dome Camera (H5A-FE-DO) | \$62.42 | \$19.97 | \$42.45 | 9 | \$382.05 |
| $\begin{aligned} & \text { 10.0C- } \\ & \text { H5DH- } \\ & \text { DO1-IR } \end{aligned}$ | 2x 5MP, H5A Dual Head camera, Outdoor | \$1,580.00 | \$505.60 | \$1,074.40 | 7 | \$7,520.80 |
| H5DH- <br> DO- <br> JBOX1 | Optional junction box mounting adapter | \$93.64 | \$29.96 | \$63.68 | 1 | \$63.68 |

Avigilon Enterprise IP Video Solution

| Product D | Details | Suggested Price | Discount Amount | State Contract Price | Qty | Ext. Contract Price |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{aligned} & \text { H5DH- } \\ & \text { MT- } \\ & \text { NPTA1 } \end{aligned}$ | Optional pendant NPT mounting adapter | \$62.42 | \$19.97 | \$42.45 | 1 | \$42.45 |
| $\begin{array}{\|l\|} \hline \text { ENC-4P- } \\ \text { H264 } \end{array}$ | 4-Port H. 264 Analog Video Encoder with 4 audio support | \$358.94 | \$114.86 | \$244.08 | 1 | \$244.08 |
| ENC-4P- BRK1U | 1U Bracket for (3) 4 Port Encoders | \$41.40 | \$13.25 | \$28.15 | 1 | \$28.15 |
| 4.0C-H5A-D1IR | 4.0 MP WDR, LightCatcher, Day/Night, Indoor Dome, 3.3-9mm f/1.3 P-iris lens, Integrated IR, NextGeneration Analytics | \$1,032.08 | \$330.27 | \$701.81 | 2 | \$1,403.62 |
| $\begin{aligned} & 4.0 \mathrm{C}- \\ & \mathrm{H} 5 \mathrm{~A}- \\ & \mathrm{BO} 1-\mathrm{IR} \end{aligned}$ | 4.0 MP WDR, LightCatcher, $3.3-9 \mathrm{~mm}$ f/1.3 P-iris lens, Integrated IR, NextGeneration Analytics | \$1,188.30 | \$380.26 | \$808.04 | 1 | \$808.04 |
| $\begin{array}{\|l} \mathrm{H} 4-\mathrm{BO}- \\ \text { JBOX1 } \end{array}$ | Junction box for the H4A HD Bullet, H4SL HD Bullet, or H4 Thermal cameras. | \$93.64 | \$29.96 | \$63.68 | 1 | \$63.68 |
| 20C <br> Corner <br> Mount- <br> 360 <br> Bundle- <br> IR | 20C - 360 Camera, Pendant Adapter, Dome Cover, Wall Mount, Corner Mount \& 60 W POE Injector | \$3,209.63 | \$1,027.09 | \$2,182.54 | 6 | \$13,095.24 |
| $\begin{aligned} & 20 \mathrm{C}- \\ & \mathrm{H} 4 \mathrm{~A}- \\ & 4 \mathrm{MH}- \\ & 360 \end{aligned}$ | 4x 5 MP, WDR, LightCatcher" M, <br> 2.8 mm , Camera Only |  | \$699.15 |  |  |  |
| H4AMH-ADPEND1 | Outdoor pendant mount adapter, must order one of <br> IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one of H4AMH—DO-COVR1 or H4AMH—D |  | \$53.27 |  |  |  |

DIG

Avigilon Enterprise IP Video Solution

| Product D | Details | Suggested Price | Discount Amount | State Contract Price | Qty | Ext. Contract Price |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| POE- <br> INJ2- <br> 60W-NA | Single port Gigabit PoE++ 60W, North American power cord included. |  | \$49.94 |  |  |  |
| IRPTZ-MNTWALL1 | Mount, Pend wall, IR PTZ |  | \$31.63 |  |  |  |
| H4AMH- <br> AD- <br> IRIL1 | Optional IR illuminator ring, up to 30 m (100ft), for use with H4AMH DO COVR1 |  | \$109.87 |  |  |  |
| H4-MTCRNR1 | Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1, H4SL, H4F and H4 PTZ cameras. |  | \$29.96 |  |  |  |
| $\begin{aligned} & \text { H4AMH- } \\ & \text { DO- } \\ & \text { COVR1 } \end{aligned}$ | Dome bubble and cover, for outdoor surface mount or pendant mount, clear. |  | \$53.27 |  |  |  |
| H4AMH-WARREXTEN D-2YR | H4 Multisensor 2 Years Extended Warranty | \$387.60 | \$124.03 | \$263.57 | 8 | \$2,108.56 |
| $\begin{aligned} & \text { DIGI-48- } \\ & \text { HP-POE } \\ & -10 \mathrm{G} \end{aligned}$ | Digi Professional Installation Materials - 48 Port POE Switch with 10G Uplinks | \$3,000.00 | \$600.00 | \$2,400.00 | 1 | \$2,400.00 |
| $\begin{aligned} & \text { DIGI-24- } \\ & \text { HP-POE } \\ & -10 \mathrm{G} \end{aligned}$ | Digi Professional Installation Materials - 24 Port POE Switch with 10G Uplinks | \$2,400.00 | \$480.00 | \$1,920.00 | 1 | \$1,920.00 |
| DSS- <br> INST- <br> CAM-INJAIL | Digi Professional Installation Materials - Indoor Camera Jail | \$135.00 | \$60.00 | \$75.00 | 35 | \$2,625.00 |
| DSS-INST-CAM-OUTJAIL | Digi Professional Installation Materials - Outdoor Camera Jail | \$185.00 | \$87.00 | \$98.00 | 16 | \$1,568.00 |

Avigilon Enterprise IP Video Solution

| Product | Details | Suggested Price | Discount Amount | State Contract Price | Qty | Ext. Contract Price |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| DSS- <br> PRO- <br> MAT | Digi Professional Installation Materials - (4) Louroe Microphones + (1) Hidden Camera + Cable + Power + Conx | \$1,650.00 | \$330.00 | \$1,320.00 | 1 | \$1,320.00 |
| TECH- <br> LABOR | TECH (FIRE AND SECURITY) | \$120.00 | \$36.00 | \$84.00 | 135 | \$11,340.00 |
| SENIOR <br> TECH <br>  <br> SECURI <br> TY) | SENIOR TECH (FIRE \& SECURITY) | \$120.00 | \$31.00 | \$89.00 | 135 | \$12,015.00 |
| Subtotal: |  |  |  |  |  | \$112,865.21 |

DIGI

## Pryor Police Department - New Avigilon Analytic System with (2) 32TB Servers+ Failover - State Contract SW 1048D - 5 YEAR WARRANTY

Prepared by:
Digi Security Systems - Tulsa
Josh Herron
918-864-1861
Josh@digiss.com

Prepared for:
Pryor Police Department
214 S. Mill St.
Pryor, OK 74361
Kevin Tramel
(918) 810-5924
tramelk@pryorcreek.com

Quote Information:
Quote \#: 006709
Version: 1
Delivery Date: 12/06/2021
Expiration Date: 03/04/2022

## Quote Summary

## Description

Avigilon Enterprise IP Video Solution

|  | Amount |
| ---: | ---: |
|  | $\$ 112,865.21$ |
| Subtotal: | $\$ 112,865.21$ |
| Shipping: | $\$ 463.75$ |
| Total: | $\$ 113,328.96$ |

This quotation does not include applicable taxes unless specifically listed above. Acceptance of this quote or any purchase order generated as a result of this quote indicates acceptance of the Digi standard terms and conditions. The Digi standard terms and conditions can be found at www.digiss.com or a copy may be requested from your Digi representative. This proposal is valid for 30 days. Conduit, back boxes and hangers are excluded from this proposal unless specifically listed above. All 120 v work is excluded from this proposal unless specifically listed. Any and all painting and patching is excluded. Asbestos work of any kind is excluded from this proposal. No cost for any required abatement is included in this proposal. Any cancellation or returns may be subject to a restocking fee and other charges, for which the Purchaser shall be responsible.

Digi Security Systems - Tulsa

Signature:
Name:
Josh Herron
Title:
President
Date:
12/06/2021

## Pryor Police Department

Signature:
Name: Kevin Tramel
$\qquad$

1651 N. York<br>P.O. Box 1613<br>Muskogee, OK 74402

| DATE | ESTIMATE NO. |
| :---: | :---: |
| $12 / 7 / 2021$ | 2043 |

## NAME / ADDRESS

Pryor Police Department
Attn: Accounts Payable
214 S. Mill
Pryor OK 74361

| DESCRIPTION | QTY | COST | TOTAL |
| :---: | :---: | :---: | :---: |
| ANTENNA EQUIPMENT |  |  |  |
| DB224 DIPOLE ANTENNA 150-160MHZ | 3 | 858.00 | 2,574.00 |
| ANT850F2 ANTENNA $806-896 \mathrm{MHZ}$ | 3 | 760.00 | 2,280.00 |
| CONTROL STATION COMBINER | 1 | 18,250.00 | 18,250.00 |
| GPS ANTENNA | 1 | 300.00 | 300.00 |
| DB5001 OFFSET BRACKET | 6 | 205.00 | 1,230.00 |
| DB365 ANTENNA CLAMPS | 2 | 65.00 | 130.00 |
| AVA5-50 7/8" HELIAX | 220 | 7.00 | 1,540.00 |
| 78EZNF 7/8" N FEMALE CONN | 6 | 42.00 | 252.00 |
| 7/8" HOIST GRIP | 3 | 25.00 | 75.00 |
| 7/8" GROUND KIT | 6 | 25.00 | 150.00 |
| LDF4-50 1/2" HELIAX | 340 | 3.00 | 1,020.00 |
| 1/2" HOIST GRIP | 5 | 25.00 | 125.00 |
| 1/2" GROUND KITS | 15 | 25.00 | 375.00 |
| L4TNM-PSA $1 / 2^{\prime \prime}$ N MALE CONN | 3 | 25.00 | 75.00 |
| L4TNF-PSA $1 / 2^{\prime \prime}$ N FEMALE CONN | 11 | 25.00 | 275.00 |
| DGXZ-06NFNF-A POLYFASER 800-2500MHZ | 1 | 136.00 | 136.00 |
| IS-B5OHN-C2-MA POLYFASER 125-1000MHZ | 6 | 81.00 | 486.00 |
| FSJ4-50 1/2" HELIAX | 425 | 4.50 | 1,912.50 |
| F4NMV2-HC 1/2" N MALE CONN | 10 | 28.00 | 280.00 |
| AVA5-50 7/8" HELIAX | 150 | 7.00 | 1,050.00 |
| 78EZNM 7/8" ${ }^{\text {N MALE CONN }}$ | 4 | 36.00 | 144.00 |
| RF JUMPER | 3 | 50.00 | 150.00 |
| FSJ1-50 1/4" HELIAX | 100 | 2.00 | 200.00 |
| F1PNM-HF 1/4" N MALE CONN | 10 | 32.00 | 320.00 |
| 204376-4 4 HOLE ENTRY PORT | 1 | 125.00 | 125.00 |
| 2 HOLE 7/8" BOOT ASSEMBLY | 1 | 45.00 | 45.00 |
| 4 HOLE 1/2" BOOT ASSEMBLY | 2 | 45.00 | 90.00 |
| WEATHER PROOFING | 7 | 20.00 | 140.00 |
| RADIO TECHS | 1 | 7,000.00 | 7,000.00 |
| TOWER CREW | 1 | 15,960.00 | 15,960.00 |
| GROUNDING SYSTEM |  |  |  |
| TINNED GROUND BAR 20" | 2 | 280.00 | 560.00 |
|  |  | TOTAL |  |

# 1651 N. York <br> P.O. Box 1613 <br> Muskogee, OK 74402 

| DATE | ESTIMATE NO. |
| :---: | :---: |
| $12 / 7 / 2021$ | 2043 |

NAME / ADDRESS
Pryor Police Department
Attn: Accounts Payable
214 S. Mill
Pryor OK 74361

| DESCRIPTION | QTY | COST | TOTAL |
| :---: | :---: | :---: | :---: |
| 2/O BARE COPPER | 175 | 5.00 | 875.00 |
| GROUND RODS | 11 | 24.00 | 264.00 |
| CADWELD MOLD | 1 | 120.00 | 120.00 |
| CADWELD MOLD | 1 | 120.00 | 120.00 |
| 115 CADWELD SHOTS | 2 | 93.00 | 186.00 |
| \#2 TINNED COPPER | 120 | 3.00 | 360.00 |
| IGNITER | 2 | 9.50 | 19.00 |
| 90 CADWELD SHOTS | 2 | 77.00 | 154.00 |
| 65 CADWELD SHOTS | 1 | 111.00 | 111.00 |
| 45 CADWELD SHOTS | 1 | 89.00 | 89.00 |
| GAW910 INSPECTION WELL | 1 | 95.00 | 95.00 |
| GROUND BAR 20" | 2 | 185.00 | 370.00 |
| 2/O GREEN INSULATED COPPER | 250 | 7.50 | 1,875.00 |
| \#2 GREEN INSULATED COPPER | 200 | 4.70 | 940.00 |
| \#6 GREEN INSULATED COPPER | 200 | 2.10 | 420.00 |
| GROUND BAR 12" | 2 | 123.00 | 246.00 |
| VERTICAL GROUND BAR | 4 | 130.00 | 520.00 |
| \#2 GROUND LUGS 3/8" 2 HOLE | 20 | 4.24 | 84.80 |
| \#6 GROUND LUGS 3/8" 2 HOLE 50PKG | 1 | 173.00 | 173.00 |
| \#6 GROUND LUGS 1/4" 50PKG | 3 | 100.00 | 300.00 |
| STAINLESS SLEEL HARDWARE | 1 | 300.00 | 300.00 |
| ORANGE C-TAPS | 30 | 8.50 | 255.00 |
| PINK C-TAPS | 30 | 6.00 | 180.00 |
| PLASTIC STANDOFFS 100PKG | 1 | 125.00 | 125.00 |
| 1101-808-1 TYPE 2 TVSS | 1 | 2,350.00 | 2,350.00 |
| 1101-356-1 8 CIRCUIT RACKMOUNT TVSS | 4 | 995.00 | 3,980.00 |
| RMP615A RACKMOUNT 6 OUTLET TVSS | 8 | 275.00 | 2,200.00 |
| TRN7343 STEEL RACKS | 4 | 700.00 | 2,800.00 |
| RACK SHELVES | 4 | 126.00 | 504.00 |
| 0784469Y02 CABLE MANAGEMENT BRACKET | 16 | 109.00 | 1,744.00 |
| CABLE TRAY SYSTEM | 1 | 1,500.00 | 1,500.00 |
| GROUNDING, RACKS, CABLE TRAY INSTALLATION | 1 | 22,344.00 | 22,344.00 |
| RADIO EQUIPMENT |  |  |  |
| AAR10JCGANQ1AN SLR5700 REPEATER | 1 | 2,852.00 | 2,852.00 |
| TOTAL |  |  |  |

Muskogee Communications, Inc.
Estimate
1651 N. York
P.O. Box 1613

Muskogee, OK 74402

| DATE | ESTIMATE NO. |
| :---: | :---: |
| $12 / 7 / 2021$ | 2043 |

NAME / ADDRESS
Pryor Police Department
Attn: Accounts Payable
214 S. Mill
Pryor OK 74361


## Purchasing Contact

Name: James Willyard
Account: Pryor Creek, OK PD
Address: 1651 North Yourk
City, State: Muskogee, Oklahoma 74403
Phone: (918) 825-1212
Email: willyardj@pryorcreek.org
Project Name: Pryor Creek PD, OK NASPO
Requested Install Date:

Motorola Solutions, Inc.
500 W. Monroe Street, Ste 4400
Chicago, IL 60661-3781, USA
Tel: +1 8475765000
IS@avtecinc.com

Quote Number: Q-12970
Quote Date: 12/6/2021 11:28 AM
Quote Valid Through: 1/15/2022
Prepared By: David Bremson

CONSOLE (OPERATOR) POSITION
HARDWARE/SOFTWARE

| $\begin{array}{\|c} \text { Item } \\ \# \end{array}$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price (USD) |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 2.00 | SFW-SCOUT-E8-T1-SK | Scout E8 Console - Tier 1 includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E8 enables access to maximum of 8 channels concurrently. Includes IRR. Software License version. | \$8,495.00 | \$16,990.00 |
| 2 | 2.00 | ACC-CPU-DT-WIN10 | PC for Scout Console Packages, Dual NICs, MS Windows 10 Professional 64 bit OS | \$1,825.00 | \$3,650.00 |
| 3 | 2.00 | ACC-TSC-23WS-PC | 23" LED touch screen for PC console - 16x9 format | \$2,068.00 | \$4,136.00 |
| 4 | 2.00 | ACCUSB-FSW-SING | USB PTT Footswitch Accessory, Software Media Workstation | \$301.00 | \$602.00 |
| 5 | 2.00 | ACCUSB-HJB-NENA | Avtec USB Headsethandset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.9 or later running Software Media Workstation. | \$865.00 | \$1,730.00 |
| 6 | 2.00 | ACCUSB-MIC | Avtec USB PTT Desk Microphone, Scout Software Media Workstation | \$617.00 | \$1,234.00 |
| 7 | 4.00 | ACCUSB-SPK-1 | Avtec USB Single Speaker Kit, Scout Software Media Workstation | \$435.00 | \$1,740.00 |
| 8 | 2.00 | ACC-HED-BASE-WLS-6W | Plantronics CA12CD Wireless PTT Headset Base. Headset top is sold separately. | \$793.00 | \$1,586.00 |
| 9 | 4.00 | ACC-HED- <br> TOP-SING-NC | Headset top, Single Ear with noise canceling microphone. Requires base. | \$109.00 | \$436.00 |
| 10 | 2.00 | ACCUSB-HUB10 | 10 Port USB Hub, USB3.0 | \$75.00 | \$150.00 |
|  |  |  | Subtotal |  | \$32,254.00 |

GATEWAYS AND ENDPOINT
HARDWARE/SOFTWARE

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :---: | :--- | ---: | ---: |
| 11 | 1.00 | SFW-VPG-LO-SK | Redundant VPGate Software License for a maximum of 24 endpoints; <br> up to 12 may be "B" Licenses.Software license version. | $\$ 8,287.00$ | $\$ 8,287.00$ |
| 12 | 2.00 | ACC-CPU-STD-2019 | 1 Rack Unit (1RU) Server Solid State hard drive, Windows 2019 Server <br> OS, TPM 2.0. Requires additional package for monitor, keyboard, etc. <br> (DISP-XXXX) | $\$ 5,675.00$ | $\$ 11,350.00$ |
| 13 | 3.00 | OUTPOST-2R | Radio Controller, VoIP, 2 Ports, 12VDC input | $\$ 2,275.00$ | $\$ 6,825.00$ |
| 14 | 3.00 | OUTPOST-AC-ADAPT | 120 VAC to 12 VDC Power Supply, 1 per Outpost | $\$ 93.00$ | $\$ 279.00$ |

Initials $\qquad$

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :--- | :--- | ---: | ---: |
| 15 | 6.00 | OUTPOST-RJ-CONN | Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W <br> tone keying and E\&M applications. | $\$ 52.00$ | $\$ 312.00$ |
| 16 | 1.00 | ACC-NETWK-24P-SFP4 | 24 Port Gigabit Switch with 4 SFP Ports | $\$ 3,595.00$ | $\$ 3,595.00$ |
|  |  |  | Subtotal |  | $\$ 30,648.00$ |

RECOMMENDED SPARE EQUIPMENT

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :---: | :--- | ---: | ---: |
| 21 | 1.00 | OUTPOST-2R | Radio Controller, VoIP, 2 Ports, 12VDC input | $\$ 2,275.00$ | $\$ 2,275.00$ |
| 22 | 1.00 | ACC-NETWK-24P-SFP4 | 24 Port Gigabit Switch with 4 SFP Ports | $\$ 3,595.00$ | $\$ 3,595.00$ |
|  |  |  | Subtotal |  | $\$ 5,870.00$ |

SERVICES PROVIDED DURING THE WARRANTY PERIOD

| Item <br> $\#$ | Qty | Model Number | Description | Price Each <br> (USD) | Extended <br> Price (USD) |
| :---: | :---: | :---: | :--- | ---: | ---: |
| 33 | 1.00 | SCOUTCARE- <br> T1-WARRANTY | ScoutCare Tier 1 services provided during the one year warranty period <br> only. Includes Software Maintenance, Remote Support, and Training. | $\$ 3,791.55$ | $\$ 0.00$ |
| 34 | 1.00 | SCOUTCARE HW <br> -WARRANTY | Hardware repair services provided during the one year warranty period. | $\$ 2,063.45$ | $\$ 0.00$ |
|  |  |  |  |  | $\$ 0.00$ |

Avtec products include a 12-month warranty. The warranty covers hardware repairs, software defect fixes, and includes the ScoutCare program of Software Maintenance, Business hours remote support, $24 \times 7$ emergency support, and Technical Training. After the warranty period, Customer may renew ScoutCare and as an additional add-on ScoutCare HW.

SHIPPING, HANDLING, AND INSURANCE

| Item <br> $\#$ | Description | Price Each <br> (USD) | Extended <br> Price (USD) |
| :---: | :--- | :---: | :---: |
| 35 | SHIPPING, HANDLING, AND INSURANCE | Pre-Pay <br> \& Add | Pre-Pay <br> \& Add |

PROFESSIONAL SERVICES AND
EXPENSES

| Service Type | Net Price <br> (USD) |
| :--- | ---: |
| Professional Services | $\$ 10,820.00$ |

$\qquad$

| Grand Total: | $\$ 79,592.00$ |
| ---: | ---: | ---: |

Year 1

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :---: | :--- | ---: | ---: |
| 1 | 1.00 | SCOUTCARE-T1 | One Additional Year of ScoutCare - Includes no charge software <br> maintenance, 24/7/365 Technical Support, and Web Portal Access. | $\$ 3,791.55$ | $\$ 0.00$ |
| 2 | 1.00 | SCOUTCARE- <br> HARDWARE | ScoutCare Hardware Option: Annual Extended Maintenance Program <br> for hardware repairs. ScoutCare is a prerequisite for the Hardware <br> Option to become effective. | $\$ 2,063.45$ | $\$ 0.00$ |
|  |  |  |  |  | $\$ 0.00$ |

Year 2

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :---: | :--- | ---: | ---: |
| 3 | 1.00 | SCOUTCARE-T1 | One Additional Year of ScoutCare - Includes no charge software <br> maintenance, 24/7/365 Technical Support, and Web Portal Access. | $\$ 3,791.55$ | $\$ 3,791.55$ |
| 4 | 1.00 | SCOUTCARE- <br> HARDWARE | ScoutCare Hardware Option: Annual Extended Maintenance Program <br> for hardware repairs. ScoutCare is a prerequisite for the Hardware <br> Option to become effective. | $\$ 2,063.45$ | $\$ 2,063.45$ |
|  |  |  |  |  | $\$ 5,855.00$ |

Year 3

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :---: | :--- | ---: | ---: |
| 5 | 1.00 | SCOUTCARE-T1 | One Additional Year of ScoutCare - Includes no charge software <br> maintenance, 24/7/365 Technical Support, and Web Portal Access. | $\$ 3,791.55$ | $\$ 3,791.55$ |
| 6 | 1.00 | SCOUTCARE- <br> HARDWARE | ScoutCare Hardware Option: Annual Extended Maintenance Program <br> for hardware repairs. ScoutCare is a prerequisite for the Hardware <br> Option to become effective. | $\$ 2,063.45$ | $\$ 2,063.45$ |
|  |  |  |  |  | $\$ 5,855.00$ |

Year 4

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :--- | :--- | :--- | ---: | ---: |
| 7 | 1.00 | SCOUTCARE-T1 | One Additional Year of ScoutCare - Includes no charge software <br> maintenance, $24 / 7 / 365$ Technical Support, and Web Portal Access. | $\$ 3,791.55$ | $\$ 3,791.55$ |

$\qquad$

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :--- | :--- | ---: | ---: |
| 8 | 1.00 | SCOUTCARE- <br> HARDWARE | ScoutCare Hardware Option: Annual Extended Maintenance Program <br> for hardware repairs. ScoutCare is a prerequisite for the Hardware <br> Option to become effective. | $\$ 2,063.45$ | $\$ 2,063.45$ |
|  |  |  |  |  | $\$ 5,855.00$ |

Year 5

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :--- | :---: | :---: | :--- | ---: | ---: |
| 9 | 1.00 | SCOUTCARE-T1 | One Additional Year of ScoutCare - Includes no charge software <br> maintenance, 24/7/365 Technical Support, and Web Portal Access. | $\$ 3,791.55$ | $\$ 3,791.55$ |
| 10 | 1.00 | SCOUTCARE- <br> HARDWARE | ScoutCare Hardware Option: Annual Extended Maintenance Program <br> for hardware repairs. ScoutCare is a prerequisite for the Hardware <br> Option to become effective. | $\$ 2,063.45$ | $\$ 2,063.45$ |
|  |  |  | Grand Total Including ScoutCare: <br> Prices shown in UsD. Taxes Not Included | $\$ \mathbf{\$ 1 0 3 , 0 1 2 . 0 0}$ |  |

ScoutCare covers software maintenance, support services, and training. ScoutCare HW is a separate maintenance plan that provides no cost repairs on Avtec equipment and is only available if the software maintenance plan is purchased. Any ScoutCare coverage contracted at time of System purchase will guarantee no increase in price for the years covered. If ScoutCare coverage lapses, renewal requires a reinstatement fee.

Commercially reasonable efforts have been made to determine end user functionality and exact configuration requirements. Customer is responsible for reviewing and validating configuration. Change orders will be processed for additional out-of-scope material and labor, or other required deviations from quotation.

Notes
$\qquad$ 1 -

## QUOTE TERMS AND CONDITIONS

## Terms and Conditions of Offer

- This proposal is based on the requirements provided by the customer. We reserve the right to correct mathematical or other errors in the quotation.
- Final Acceptance of Sales Orders by Avtec, LLC. are subject to approved credit.
- Execution of a Statement of Work (SOW) is required prior to order acceptance, except for product purchases without services that are purchased under an existing Master contract executed by the customer.
- Change Orders must be processed for additional out-of-scope material and labor, or other required deviations from quotation.
- All quotations purchased under NASPO ValuePoint, GSA, or other Master Supply Agreement are subject to the applicable contract's terms and conditions and supersede any conflicting terms listed here.
- NASPO ValuePoint quotations that include Avtec on-site services include 2 labor days per person/per trip for travel to and from the site
of performance.
- For any quotations specifying "Prepaid \& Add" (PPD\&ADD), Avtec pays the transportation charges and adds the charges to the invoice
- Customer shall pay all amounts due Avtec under this Agreement without deduction or offset in United States dollars (USD) by either (i) direct transfer of immediately available funds to Avtec's bank account designated by Avtec from time to time, or (ii) by delivery to Avtec of Customer's check drawn on a bank domiciled in the United States and backed by sufficient funds. Without limiting the generality of the foregoing, in no event may any payment due Avtec be made by credit card without prior express written authorization of Avtec.
- Software licenses purchased to expand an existing system with expired ScoutCare are ineligible for software defect fixes or ScoutCare


## Taxes, Credit, Warranty, ScoutCare Pricing, and Returns

- All sales/use taxes and duties are the responsibility of the customer. Quoted prices are exclusive of sales and use taxes.
- Customer must self-remit use taxes and duties to the proper authorities, excepting Avtec will assess and remit sales and use taxes for

Customer's convenience in the following states: AL, AR, AZ, CA, CO, CT, FL, GA, HI, IL, IN, KS, KY, LA, ME, MN, MO, NJ, OK, SC, SD, TN, TX, VA, VT, WA and WI, unless a valid exemption certificate is provided in a timely fashion.

- Where the Customer is required to withhold taxes and duties from payments to Avtec, the Customer is responsible to notify Avtec and to
work with Avtec to define method of tax and duty representation on the quote.
- If outstanding payments are past due, no additional credit or services will be extended to the Customer until all past due amounts have
- Avtec products include a 1 year hardware and software warranty as well as 1 year of ScoutCare maintenance. ScoutCare starts at
system acceptance when Avtec performs implementation services, or 90 days after shipment if customer performs implementation services. See warranty terms for more details.
- Software licenses purchased to expand an existing system with exipred ScoutCare are ineligible for software defect fixes or ScoutCare
- services, unless ScoutCare is reinstated on an existing system. Contact Sales for additional information.
- ScoutCare pricing on this quotation will be honored as a multi-year contractual commitment (up to 4 years from warranty expiration) when executed as part of the original systerm purchase. The cost for additional years is not included in the Grand Total. Payment may be made at time of initial sale, or annually prior to the expiration of each coverage period. ScoutCare is non-cancellable.
- Hardware returned for reasons other than defects incur a $25 \%$ restocking fee. Returned items must be in unused condition and in original packaging. customer is responsible for return shipping, insurance, and transport charges. Software licenses can only be returned if determined to be materially defective under the terms of the license agreement.


## Notes and Design Assumptions

Customer accepts responsibility to procure, configure, install, terminate and test all networking infrastructure and cabling, meeting the supplied Scout specifications, unless otherwise stated in the Scope of Work.
Notice: This system has been configured for IP recording only. In the event analog recording is desired, additional Outpost gateways may be required. Scout supports multiple vendors' radio, telephony, and logging recorder systems via a direct IP interface, with varying capabilities. Visit www.avtecinc.com/scout/integration for more information.
$\qquad$

This Statement of Work ( the "SOW") is effective as of the date of the last signature hereto (the "Effective Date"), and is entered into by and between Avtec, LLC. ("Avtec") and Pryor Creek, OK PD ("Customer"), pursuant to Proposal Q-12970 entered into by and between Avtec and Customer on ("Agreement"), all terms of which are hereby incorporated herein by reference. Avtec and Customer may be referred to individually as "Party" and collectively as the "Parties."

## 1. Avtec Project Name: Pryor Creek PD, OK NASPO.

## 2. Description of Services

Avtec shall provide equipment, software, licensing and services to install a Scout dispatch console system in accordance with the Sales Quotation. Services to include project management, system staging, equipment installation, testing, cutover, optimization, and operator training. A table defining which Party has responsibility for various aspects of the Project is attached hereto as Exhibit A (Products and Services).

## 3. Payment and Milestones

The Products and Services will be provided on a Fixed Price basis in accordance with the Sales Quotation. Avtec shall submit single line invoices to Customer that contain the full Product cost, shipping and applicable sales/use tax pursuant to the terms of this SOW. The total price, not including taxes, is $\$ 79,592.00$. The total price shall be invoiced to Customer in accordance with the following milestones:

| PROJECT MILESTONES | Fee (US\$) |
| :---: | :---: |
| (100\% of Hardware, Software, Licensing, and Shipping) <br> Upon shipment of equipment to the "Ship To" location identified <br> on the Purchase Order Net 30 days from invoice date. | $\$ 68,772.00$ |
| (Professional Services) <br> Upon System Acceptance Net 30 days from invoice date. | $\$ 10,820.00$ |
| TOTAL | $\$ 79,592.00$ |

1. PO must reference these milestone payments to be accepted by Avtec.
2. If Customer does not issue purchase orders within its ordinary course of business, signing this SOW authorizes Avtec to begin work as outlined in the Sales Quotation and in this SOW. Customer represents and warrants that the total contract amount has been approved and appropriated for this project by its respective trustees, directors, and/or officers.

## 4. Performance Period

The term of the SOW shall commence on the Effective Date and end concurrently with system Acceptance.

## 5. Location of Services

Avtec will perform Services at both its factory and Customer's designated work site(s) as necessary to complete Services.

## 6. System Acceptance Process

"System Acceptance" means the date Customer issues a Certificate of Acceptance to Avtec pursuant to Section 7 of this SOW.
(1) Evaluation by Customer. Upon delivery and installation of the Products, Customer and Avtec will jointly execute the test procedures outlined in the Acceptance Test Plan. Customer will make a determination as to whether the Products are in accordance with the applicable specifications of this SOW, and will deliver to Avtec a Certificate of System Acceptance (Exhibit C) or a written rejection. Issuance by Customer of its written acceptance of the Products will be deemed a final acceptance of the Products. Any notice of rejection must set forth in reasonable detail the basis for the rejection. In the event of a notice of rejection, Avtec will commence to modify, replace, or correct such non-conformity so that the acceptance criteria are satisfied in accordance to the Acceptance Test Plan.
(2) Acceptance. Acceptance of the Product or the system shall be deemed to occur on the earlier of (i) the date on which Customer provides written acceptance to Avtec, or (ii) the date which is 30 days from the date of completion of the applicable Milestone, or (iii) Customer continues to use the Products in live production for a period of Thirty (30) days without issuing a Certificate of System Acceptance to Avtec. The Products will be deerned finally accepted and full payment of any outstanding monies owed must be paid in accordance with this SOW.
(3) Warranty Period. The one (1) year warranty period starts on the first day after Cutover or the same day Customer uses the console system for normal dispatch operations, whichever comes first. Default language. OR
The one (1) year warranty period starts upon system acceptance.
(4) Technical Support Upon Acceptance. Avtec has agreed to provide 1 year of ScoutCare software maintenance which starts upon Customer's signing of the Certificate of System Acceptance. Prior to written system acceptance, Avtec technical support shall be limited to providing telephone assistance as necessary to cause the licensed Products to perform in accordance with its specifications. Customer is not entitled to bug fixes, patches, software updates, enhancements, new versions or releases until after written system acceptance and full payment of the total price stated in Section 3 of this SOW.

## 7. Acceptance Test Plan

$\qquad$

Upon completion of the Scout system installation, a visual inspection of the installation and an Acceptance test will be performed by an Avtec representative. It shall be witnessed by an authorized Customer representative. Each portion of the Acceptance Test will be marked as either pass or fail in the reasonable discretion of a Customer representative. When a portion of the test is marked passed, it will not be tested again unless effected by software update or change, and as such, the impacted portion of the passed test will be retested unless waived (in writing) by the Customer. Failed portions will be corrected and then retested. Any failed portions that are not critical to live dispatch operations will be added to a punch list of action items to be corrected after final acceptance and will not affect Customer's signing of the Certificate of System Acceptance. The Certificate of System Acceptance shall be executed by both Avtec and Customer upon completion of the Acceptance Test. Upon execution of the Certificate of System Acceptance, Customer agrees to pay in full any unpaid monies owed Avtec under this SOW.

## 8. Change Order Management

Customer may, at any time by a written order attached hereto as Exhibit B (Change Order), request changes to the general scope of the Services covered by this SOW (a "Change Order"). Avtec must agree to the change in scope and will provide additional pricing and quotes as necessary to meet change request. Each such Change Order shall be deemed effective only after it has been signed by both Parties and will be incorporated into this SOW.

## 9. Contacts

The following individuals are responsible for the day to day activities of the Project.

|  | Customer | AVTEC |
| :--- | :--- | :--- |
| Name |  | Abe Gibson |
| Address |  | Avtec, LLC. <br> 100 Innovation Place <br> Lexington, SC 29072 |
| Phone |  | 803-358-3412 |
| Email |  | agibson@avtecinc.com |

10. Project Specific Contract Documents

No conflicting commercial terms and conditions in these documents are accepted, nor are any pre-printed purchase order terms and conditions of Customer accepted. All work will be provided in accordance with only the following contract documents (in case of conflict between the contract documents, the contract documents control in their order listed below):
A. Avtec technical proposal including any exceptions
B. Avtec standard system documentation, including but not limited to, Project Information Questionnaire, Project Management Plan, Site Survey Report, System Design, and Final Acceptance Test Plan

## 11. After Receipt of Order

Unless otherwise specified and agreed to in writing, Avtec will complete all deliverables not later than 90 days After Receipt of Order (ARO). Avtec deliverables (such as equipment delivery and/or performance milestones) may be accomplished prior to the ARO date, but Avtec reserves the right to schedule and complete implementation requirements and associated project deliverables up to the specified ARO date.
12. End User License Agreement ("EULA")

Customer's use of any hardware or software products provided to Customer by Avtec shall be subject to the terms and conditions of the EULA attached hereto as "Exhibit D" and incorporated herein. The terms of the EULA shall be effective and binding on the Parties hereto upon execution of this SOW by Customer. If Customer is acquiring a Subscription License, the End User Software License Subscription Agreement is incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto each acting with proper authority, and intending to be legally bound, have executed this Statement of Work.

## Pryor Creek, OK PD

Full Name

## Title

## Signature

## Avtec, LLC.

## Full Name

Title

## Signature

## EXHIBIT A <br> Description of Services

## 1. Installation.

Customer is solely responsible for providing an environment corresponding to the Product's Specifications, including programming and provisioning of radio, telephone, and other connected systems, and that is otherwise suitable for the Product's installation and operation. Without limiting the generality of the foregoing, the site for the Product selected by Customer shall be suitable as to space, temperature, humidity, and the availability of electrical power, cabling, connectivity devices, line protectors, surge protectors, radio and telephone interface wiring, cable pulls, furniture modifications, lighting, single point grounding, and all equipment, software and supplies not included with the Product but required for its installation, operation or use.

## 2. Pre-Installation Checklist

Avtec and a Customer's representative shall complete a pre-installation checklist fourteen (14) days before the scheduled installation dates. If Customer confirms the site is ready for the installation of Scout, Avtec will schedule travel arrangements. If Custormer cancels after providing a written confirmation, Customer will be charged any change fees incurred for travel and $\$ 1,200.00$ for rescheduling of the System Integration Engineer (the "SIE"). If the SIE arrives on Customer's work site and finds the site is not ready for installation, the SIE will perform as much work as they can, and then will leave the site to return to Avtec. Customer will be charged for a return trip to the work site, to include additional travel costs, and for any additional days that exceed the number of days quoted to Customer for Avtec to complete installation caused by the delay. Customer shall have a representative on-site during the agreed upon dates to assist in the implementation, installment and testing of the console system.
3. Responsibility Matrix

In addition to responsibilities stated in the Agreement, the following table further defines each Party's responsibility for deliverables of the Project under this SOW. This Responsibility Matrix shall be interpreted with the proposal to Customer; Avtec is not responsible for providing any service not specifically quoted. Use of Not Applicable ("N/A") shall designate services not quoted to Customer. "Joint" means all Parties share responsibility. If Avtec does not have a contract with end user for this project, Customer is responsible for end user's compliance with this matrix.

| Responsible Party | Description |
| :---: | :---: |
|  | 1. Project Management Activities |
| JOINT | 1.1. Overall Project Management. |
| AVTEC | 1.2. Project Management for system preparation at Avtec's factory prior to shipping. |
| JOINT | 1.3. Establish and manage project milestones and communication plan requirements for system implementation. |
| AVTEC | 1.4. Coordinate resources for on-site system installation, testing, training and cutover support. |
|  | 2. System Design Activities |
| AVTEC | 2.1. Site Survey \& Kickoff. |
| AVTEC | 2.2. Screen Building Workshop \& Documentation. |
| AVTEC | 2.3. Provide Standard System Documentation including system network diagram, cross-reference of Cable Material, Connectors, to/from information and Avtec Part Numbers for Replacement. |
| AVTEC | 2.4. Provide Customer with requirements for all Avtec Furnished Equipment, including Physical, Environmental, Electrical, Computer and Network Specifications. |
|  | 3. Staging - System Configuration |
| CUSTOMER | 3.1. Provide completed Configuration information sheet. |
| AVTEC | 3.2. Load Scout Software. |
| AVTEC | 3.3. Configure Scout System based on Avtec provided Configuration Sheet. |
| AVTEC | 3.4. Develop Acceptance Test Plan (ATP). |
| AVTEC | 3.5. Develop Operator Manual. |
|  | 4. Shipping |
| AVTEC | 4.1. Package Equipment for Shipping. |
| AVTEC | 4.2. Ship Equipment per Customer Instructions. |
| N/A | 4.3. Deliver console PCs to Avtec for factory staging prior to shipment. |
|  | 5. Installation and Cutover Activities |
| JOINT | 5.1. Review System Capabilities and Operational Requirements. |
| AVTEC | 5.2. Document User Interfaces. |
| JOINT | 5.3. Make Decisions on Console System Configuration. |


| AVTEC | 5.4. Install Avtec Furnished Equipment in Designated Locations. |
| :---: | :---: |
| CUSTOMER | 5.5. Label Cables with a Unique Identifier Conforming to Avtec Requirements. |
|  | 6. Site Preparation |
| CUSTOMER | 6.1. Environmental - provide adequate physical conditions (including furniture, racks, shelves, etc.), ventilation, heating, and cooling per Scout system requirements. <br> 6.2. Procure, Configure, Install, Terminate and Test all network cabling and radio infrastructure that connects to Scout products. Avtec will only provide cabling between Avtec products. |
| CUSTOMER | 6.3. Wiring and Grounding - Customer is responsible for installation and testing of building wiring and grounding system as required by all applicable building codes, ordinances, regulations, this SOW, and modern industry best practices. Customer is responsible for providing appropriate surge protective devices and grounding for network, power, and telephony. Customer shall provide a tested Demarcation Point for all wiring and console hardware and at all times comply with Avtec's specification. <br> 6.4. Console Equipment-Customer is responsible for the grounding connection between the Customer supplied Demarcation Point and the Junction Block (equipment ground termination point provided by Avtec). Avtec is responsible for running grounding wire from Avtec supplied equipment (MWC, Jack Box, desk microphone, footswitch) to the Junction Block provided by Avtec, and installed by Customer to Customer supplied furniture (e.g. desk). Customer is responsible for running grounding wire from the Junction Block to the Customer supplied Demarcation Point. <br> 6.5. Customer Backroom Equipment- Customer is responsible for supplying a tested Demarcation Point for any backroom rack equipment. Customer is responsible for running grounding wire from Avtec supplied equipment (Outposts, telephone interfaces, Aux I/O) to the Customer provided ground located on the Frame Rail of the backroom equipment cabinet. Customer is responsible for running grounding wire from the Frame Rail ground location to the Customer supplied Demarcation Point. |
| CUSTOMER | 6.6. Avtec Backroom Equipment- For backroom rack equipment supplied by Avtec, Avtec will identify the preferred grounding point (e.g. the Frame Rail) on the supplied rack equipment to the Customer prior to the scheduled date of installation. Avtec is responsible for the grounding connection between the Customer supplied Demarcation Point and the grounding point on the rack equipment. Avtec is responsible for running grounding wire from Avtec supplied equipment (Outpost, Telephony Gateways, Aux I/O) to the preferred grounding point on the rack equipment. |
| CUSTOMER | 6.7. Electrical Power - Provide adequate electrical power at each equipment location. Scout hardware components supplied by Avtec run on 110/220VAC, 50-60Hz (unless local 12VDC supplied by Customer to power Outposts). |
| CUSTOMER | 6.8. Networking - provide all required network interfaces including Ethernet and Telephony circuits. Configure networking to supply IP transport per Scout requirements. Any network modifications necessary to meet Scout requirements are solely the responsibility of Customer. Customer is solely responsible for management and integration of its networks. |
| CUSTOMER | 6.9. Network Security-Customer is solely responsible for the security of its Network Infrastructure. Customer is responsible for installing and configuring network protection as appropriate for its networks on consoles and servers deployed during integration process. |
| CUSTOMER | 6.10. Install and configure malware protection as appropriate for its networks on consoles and servers deployed during integration process. |
| CUSTOMER | 6.11. Site Access - provide access to all locations as required for AVTEC site surveys. |
| CUSTOMER | 6.12. Radio Programming - provide radios programmed to support requested features or functionality (e.g. ANI information, Emergency, etc.) of Scout consoles. |
|  | 7. Provide Customer Furnished Equipment |
| CUSTOMER | 7.1. Design, furnish and install all required networking infrastructure to support Scout system applications, per Scout requirements to include all cable, routers, switches and engineering services. |
| CUSTOMER | 7.2. Furnish any computers, equipment and/or accessories not provided by Avtec. |
|  | 8. Installation Support |
| CUSTOMER | 8.1. Inspection and Inventory of delivered Avtec equipment and notification to Avtec of any shipping damage within ten (10) business days from date of delivery. |
| CUSTOMER | 8.2. Disposal of Packing Materials. |
| CUSTOMER | 8.3. Provide site access, and/or escorts to the equipment rooms and cabling installation areas as required. |
| CUSTOMER | 8.4. Assist Avtec with any access credentials required by third parties, such as Personnel Badges, TSA or Airport clearances. |
| CUSTOṀER | 8.5. If required, provide a secure room at the installation site with a dial out phone during the implementation phase of the project. (This room will be used by Avtec personnel for its operations; for temporary storing Scout system components and securing test equipment and tools.) |
| CUSTOMER | 8.6. Provide demarcation of telephony and radio interfaces within 10' of Avtec equipment. |


| CUSTOMER | 8.7. Schedule Installation and Cutover Planning with Operations Personnel. |
| :---: | :---: |
|  | 9. Perform Training |
| N/A | 9.1. Administrative/Maintenance Training |
| AVTEC | 9.2. Operator Training (On-Site) scheduled after installation. |
| CUSTOMER | 9.3. Provide adequate facilities for on-site Operator Training. |
| CUSTOMER | 9.4. Schedule Personnel for Uninterrupted Training Sessions. |
| CUSTOMER | 9.5. Provide classroom projector compatible with a laptop and screen. |
| AVTEC | 9.6. Custom Operator Manual. |
|  | 10. Cutover Assistance and Acceptance |
| JOINT | 10.1. Schedule Cutover. |
| JOINT | 10.2. Sign Acceptance Documents. |
| CUSTOMER | 10.3. Disposal of existing equipment. |
|  | 11. Test Activities |
| AVTEC | 11.1. Test console and gateway configurations for basic operation. |
| AVTEC | 11.2. Perform agreed upon Acceptance tests. |
| AVTEC | 11.3. System Integration Test Plan and Execution. Integration testing includes ALL console positions, VPGates, and any additional interface equipment provided by Avtec. Any additional requested testing outside scope of installed equipment will be quoted at Avtec's prevailing rates. |

## Customer Requirements

- Customer will determine what and how many critical spare parts, as recommended by Avtec, will be procured and maintained.


## Avtec Responsibilities

- Avtec will provide telephone Technical Support for Customer and/or local certified service provider, provided Customer has an active Support contract, during Avtec's normal operating hours (defined below).
- Avtec will provide telephone Technical Support for Customer and/or local certified service provider for Critical Priority issues (defined below), provided Customer has an active Support contract, at any time.
- Avtec will provide part replacement service (Return Material Authorization ("RMA") Support) for Customer and/or local certified service provider, during Avtec's normal operating hours (defined below).
- $90 \%$ of the calls to the Help Desk will be answered within 60 seconds during Avtec business hours.
- $90 \%$ of calls to the Help Desk will be answered within 180 seconds after hours and weekends.
- Each Support Call will be logged and assigned a priority status, Critical, Urgent, or Normal. The following table describes responses based on the assigned priority level:

| Priority |  |  |  |
| ---: | :--- | :---: | :---: |
| Definition | Customer's system is substantially degraded and normal operations are not possible. |  |  |
| Response Time | 30 Minutes |  |  |
| Resolution Commitment | lssue are worked continuously until resolution |  |  |
| Escalation Process | lf Customer Support Team is unable to resolve an issue within one hour, it is escalated escalate to the appropriate <br> member of the engineering team. Escalation to Management Team in two hours if issue is still unresolved. <br> A determination of additional resources is made at that time. <br> Update to Customer is made every two hours until resolution. |  |  |
| Call Closure Requirement | Call is closed when system is running without impact for 48 hours and Customer is satisfied with resolution. |  |  |
| Priority |  |  |  |
| Definition | Limited impact, able to work but with limitations; |  |  |
| Response Time | 60 Minutes |  |  |
| Resolution Commitment | Issue is worked on a priority basis |  |  |
| Escalation Process | If Customer Support Team is unable to resolve an issue within one business day, it is escalated to the appropriate <br> member of the engineering team. <br> Escalation to Management Team in three business days if issue is still unresolved. A determination of additional <br> resources and time frame of resolution is made at that time. |  |  |

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|  |  |  |  |  |
| ---: | :--- | :---: | :---: | :---: |
| Call Closure Requirement | Call is closed when system is running without impact for 48 hours and Customer is satisfied with resolution. |  |  |  |
| Priority |  |  |  |  |
| Definition | No impact to business, questions or informational |  |  |  |
| Response Time | One Business Day |  |  |  |
| Resolution Commitment | Issue is queued for resolution based on workload and other priority cases. |  |  |  |
| Escalation Process | If Customer Support Team is unable to resolve an issue within five business days, it is escalated to the appropriate <br> member of the engineering team. <br> Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources <br> and time frame of resolution is made at that time. |  |  |  |
| Call Closure Requirement | Call is closed when Customer accepts resolution. |  |  |  |

## RMA Support:

- RMA repair request is made by Customer and RMA is processed within 4 hours of submission of the completed form.
- RMA advance replacement request is made by Customer, and RMA is processed within 2 hours of submission of the completed form.


## Contacts \& Operating Hours

Contact Phone Numbers \& Email:

- 803.358.3600 ext. 201
- 800.543.3034
- CustomerSupport@avtecinc.com
- RMARequest@avtecinc.com

Location of Service Delivery:

- 100 Innovation Place
- Lexington, SC 29072 USA

Hours of Operation:

- Business hours support: Monday - Friday 8:00 AM- 7:00 PM EST
- After hours support: Monday - Friday 7:00 PM - 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays


## AVTEC Holiday List:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day


## Escalation Contact:

Customer Support Manager:

- Abe Gibson
- agibson@avtecinc.com
- 803.358.3412
$\qquad$


## EXHIBIT B

## Change Order

## THIS CHANGE ORDER \#

$\qquad$ dated as of $\qquad$ 20_ (the "Change Order Effective Date") amends the Statement of Work (the "SOW") with the Effective Date of $\qquad$ by and between Avtec, LLC. ("Avtec") and $\qquad$ ("Customer"), and is entered and governed by the Customer Agreement by and between Avtec and Customer dated as of . Terms outlined in this Change Order shall take precedence over any conflicting terms outlined in the SOW referenced above.

Change Requested By (Name/ Title/ Company): $\qquad$
Change Description
(Insert a detailed description of the change. Describe the specific area of the SOW or the Work Order being modified.)

## Change Justification

(Insert a detailed description of why the change is required. Indicate benefits gained or risk mitigated by making the change.)

## Change Impact

(In the table below, indicate what area(s) are impacted by the proposed change. Provide a detailed description of the impact.)

| Area of Impact | Yes/No | Detailed Description of Impact |
| :--- | :--- | :--- |
| Scope |  |  |
| Risk |  |  |
| Schedule |  |  |
| Resources |  |  |
| Financial Impact* |  |  |
| Other |  |  |

If there is a financial impact, please provide additional information below:
Additional Cost: $\qquad$
Funding Provision:
Party Responsible for Cost (CUSTOMER / AVTEC) $\qquad$

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Change Order as of the Change Order Effective Date.

Pryor Creek, OK PD

Full name

Avtec, LLC.

Full name

Title

Signature
Signature

Date
$\qquad$ 1 $\qquad$

## EXHIBIT C

## Certificate of System Acceptance

Pursuant to the Master Agreement entered into by Avtec, LLC. ("Avtec") and $\qquad$ ("Customer") with an Effective Date of [ ] (the "Agreement"), all Products and Services described in the SOW with an Effective Date of [ ] (the "SOW") have been inspected and have successfully passed the Acceptance Test as described in Section 8 of the SOW. Execution of this document confirms and certifies Customer's final acceptance of the applicable Products and Services delivered under the SOW, effective as of the date of the last signature.

## Pryor Creek, OK PD

| $\overline{\text { Fulil name }}$ | Full name |
| :---: | :---: |
| Title | Tille |
| Signature | Signature |

$\qquad$

## END USER LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY AGREEMENT

IMPORTANT: PLEASE READ THIS END USER LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY AGREEMENT (THE "AGREEMENT") CAREFULLY. THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS GOVERNING ALL TRANSACTIONS BETWEEN AVTEC AND YOU WITH RESPECT TO ANY AVTEC PRODUCT OR SERVICES AND IS LEGALLY BINDING ON BOTH PARTIES. WITH THE EXCEPTION OF A STATEMENT OF WORK (SOW) AUTHORIZED OR SIGNED BY BOTH PARTIES, ANY AND ALL ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN YOUR COMMERCIAL DOCUMENTS, INCLUDING PURCHASE ORDERS, ARE HEREBY REJECTED AND SHALL NOT BECOME PART OF THE AGREEMENT.

WHETHER YOU ARE ACTING FOR YOURSELF INDIVIDUALLY OR AS A REPRESENTATIVE OF AN ENTITY, YOU ARE REFERRED TO IN THIS AGREEMENT AS "YOU" or "CUSTOMER". YOU MAY BE READING THIS AGREEMENT ONLINE, OR AS AN ELECTRONIC DOCUMENT INCLUDED WITH AN AVTEC, LLC. ("AVTEC") SOFTWARE PRODUCT, OR AS A PHYSICAL DOCUMENT PACKAGED WITH AN AVTEC HARDWARE OR SOFTWARE PRODUCT (SUCH SOFTWARE, IN EACH CASE, IS HEREINAFTER REFERRED TO IN THIS AGREEMENT AS THE "SOFTWARE", AND "PRODUCT" SHALL REFER TO ANY HARDWARE OR SOFTWARE FURNISHED BY AVTEC). THE TERM "SOFTWARE" SHALL INCLUDE COMPUTER PROGRAMS OFFERED AS STAND ALONE PRODUCTS AS WELL AS FIRMWARE OR OTHER SOFTWARE EMBEDDED IN AVTEC HARDWARE PRODUCTS. THE TERM "SOFTWARE" SHALL ALSO INCLUDE ANY USER DOCUMENTATION THAT IS PART OF OR SUPPLIED WITH THE SOFTWARE OR OTHERWISE MADE AVAILABLE BY AVTEC TO AUTHORIZED END USERS OF THE SOFTWARE. YOU ARE ENTITLED TO THE BENEFITS OF THIS AGREEMENT ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER OF THE APPLICABLE AVTEC PRODUCT, AND YOU PURCHASED THAT PRODUCT DIRECTLY FROM AVTEC, AN AUTHORIZED AVTEC DEALER OR SYSTEMS INTEGRATOR, OR OTHER AVTEC-APPROVED SOURCE ("APPROVED SOURCE"). IF YOU DO NOT SATISFY THE FOREGOING CONDITIONS YOU ARE NOT LICENSED TO USE OR KEEP A COPY OF THE SOFTWARE NOR ENTITLED TO THE BENEFITS OF AVTEC'S LIMITED WARRANTY SET FORTH BELOW.

ASSUMING YOU SATISFY THE FOREGOING CONDITIONS, YOU ACCEPT AND AGREE TO THIS AGREEMENT IF YOU EITHER: (1) ACCEPT THIS AGREEMENT WITH A MOUSE-CLICK OR SIMILAR ACTION PRIOR TO DOWNLOADING THE SOFTWARE OR INSTALLING THE SOFTWARE ON A COMPUTER; (2) ACQUIRED THE SOFTWARE STORED ON ELECTRONIC STORAGE MEDIA SUCH AS CD-ROM OR DVD AND YOU BREAK THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC STORAGE MEDIA; (3) YOU INSTALL OR USE THE SOFTWARE ON A COMPUTER, OR (4) YOU USE THE HARDWARE PRODUCT ON WHICH THE SOFTWARE CAME INSTALLED.

YOU AGREE NOT TO INSTALL AND/OR USE THE SOFTWARE ON ANDROID, IOS, OR MOBILE BROADBAND DEVICES, SUCH AS SMARTPHONES OR TABLETS, THAT COMMUNICATE OVER CELLULAR OR LTE NETWORKS FOR PURPOSES OF PERFORMING PUSH TO TALK FUNCTIONALITY ON MOTOTRBO NETWORKS, UNLESS THE SOFTWARE IS SUBLICENSED FROM MOTOROLA SOLUTIONS OR THEIR AUTHORIZED DEALERS.

IN SOME CASES, THE SOFTWARE MAY BE PURCHASED AS PART OF A LARGER SYSTEM TO WHICH A SEPARATE SOFTWARE LICENSE APPLIES. IN SUCH CASE, THE TWO LICENSES SHALL BE CONSTRUED AS COMPLEMENTARY SUCH THAT AVTEC ENJOYS THE MAXIMUM RIGHTS AND BENEFITS OF BOTH, AND IF THERE IS ANY CONFLICT BETWEEN THE TWO LICENSES SUCH CONFLICT SHALL BE RESOLVED BY GIVING EFFECT TO THE PROVISION IN EITHER LICENSE THAT IS MOST FAVORABLE TO AVTEC (AS DETERMINED BY AVTEC IN ITS SOLE DISCRETION). BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU REPRESENT THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND AGREE TO BE BOUND bY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, AVTEC IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. IF YOU PURCHASED A PHYSICAL COPY OF THE SOFTWARE ON ELECTRONIC MEDIA SUCH AS A CD-ROM OR DVD, YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND IF, AND ONLY IF, THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC MEDIA ON WHICH THE SOFTWARE IS STORED IS INTACT AND HAS NOT BEEN TAMPERED WITH. IF THE SOFTWARE WAS SUPPLIED AS PART OF ANOTHER PRODUCT YOU PURCHASED FROM AN APPROVED SOURCE, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER THE DATE OF PURCHASE FROM AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER.

## 1. License Definitions.

"Computer" means a specific physical device or virtual machine that may consist of one or more CPUs.
"Hardware" means equipment, devices and apparatus of every nature and description, both electronic and mechanical, including without limitation equipment and components related to radio-telephone systems and other methods of electronic communication, and all manner of computer hardware such as computers, monitors, terminals, storage devices, network devices, connectivity devices, printers, etc.
"Pool License" means an authorized number of Floating Licenses that allows You to install and share a limited number of licenses on a larger number of Computers.
"Product" means any Hardware (and related parts and supplies), or Software furnished by Avtec to Customer.
"Service" means any service, assistance, or use of a resource provided by Avtec to Customer.
"Specifications" means the specifications for a Product or Service set forth in either (i) Avtec's most recent user documentation or other published specifications for such Product or Service; or (ii) a SOW.
"Virtual Machines" or "VM" means a software container that can run its own operating system and execute applications like a physical device.
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internal business purposes. In order to use the Software, You may be required to input a registration number or product authorization key and register Your copy of the Software online at Avtec's website to obtain the necessary license key or license file. You agree that Your license of the Software is neither contingent on the delivery of any future functionality or features nor, (except for Avtec's technical proposal), dependent on any oral or written public comments made by Avtec regarding future functionality or features.
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In certain cases, Software provided to You may include functionality, capabilities or capacities exceeding those purchased by You and constituting separate Product(s) in their own right. This license does not extend to such separate Product(s) unless and until such time as You purchase such Product(s). You shall not access or use any such additional functionality, capabilities or capacities constituting separate Product(s) not covered by this license. Any unlicensed use of such additional functionality, capability or capacity shall (without limiting Avtec's other rights and remedies in respect of such unauthorized use) obligate You to pay to Avtec upon demand Avtec's then applicable list price for the corresponding Product(s).

This Agreement and the license granted herein shall remain effective until terminated. You may terminate this Agreement and the license at any time by destroying all copies of Software in Your possession. This Agreement and the license shall terminate immediately and without the requirement of any notice if You fail to comply with any provision of this Agreement. Upon termination, You shall destroy all copies of Software and Documentation in Your possession or control, including without limitation deleting the Software from all computers, hard drives or other electronic devices. All confidentiality obligations of You, restrictions and limitations on use of the Software, limitations of liability, and warranty limitations and disclaimers shall survive termination of this Agreement.
5. Services. Avtec may, in its sole discretion and at Customer's request, perform implementation, training, consulting or other Services for Customer from time to time. The nature and scope of such Services shall be set forth in reasonable detail in a SOW. Each and every SOW executed by the Parties shall be subject to the terms and conditions of this Agreement. In performing any Services, Avtec is acting as an independent contractor.
6. Taxes. All sales, use or other taxes or governmental fees or levies related to a transaction (other than taxes based upon Avtec's income) shall be the sole responsibility of Customer. Such taxes shall be remitted directly by Customer to taxing authorities.
7. Title and Risk of Loss. Title to Products sold to Customer and all risk of loss related to such Products passes to Customer upon the delivery of the Products to either a carrier or Customer, whichever comes first.
8. Shipping and Insurance. All shipping, insurance or other transportation charges related to a Product shall be the sole responsibility of Customer and are governed under Incoterms Ex Works (EXW).
9. Claims for Shortages, Damage in Transit, and Nonconformity. Customer is responsible for inspecting all shipments immediately upon delivery. Customer shall note any apparent shortages or damage in transit on the bill of lading and notify Avtec immediately about such shortages, damage or any apparent nonconformity with the Order. No claims shall be accepted more than ten (10) business days after receipt.
10. Right to Audit. Avtec may audit Your use of the Software on 15 days advanced written notice. You will cooperate with the audit, including by providing access to any books, computers, records or other information that relates or may relate to the use of the Software. Such audit will not reasonably interfere with Your business activities. If the audit reveals unauthorized use of the Software, You shall reimburse Avtec for the reasonable cost of the audit, in addition to such other rights and remedies as may be available to Avtec. Avtec shall not conduct an audit more than once per year.
11. Export. The Software and its constituent technology, or direct products thereof, may be subject to export control laws and regulations of the United States or other countries. You shall comply with such laws and regulations governing export, re-export, import, transfer and use of the Software at Your own cost and expense.
12. Hardware Warranty. Avtec warrants that the Hardware sold to Customer by Approved Source shall be free of defects in material and workmanship under normal authorized use consistent with Avtec's written specifications. Customer may reject Hardware furnished hereunder failing to meet such standards, and require Avtec to correct or replace such defective Hardware, at no charge to Customer. In the event that Avtec receives notice during the warranty period that any Hardware does not conform to its warranty, Customer's sole and exclusive remedy, and Avtec sole and exclusive liability, shall be for Avtec, at its sole option, to either repair or replace the non-conforming Hardware in accordance with this limited warranty. Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Avtec. Avtec will use commercially reasonable efforts to ship the replacement Hardware within twenty (20) business days after receipt of the product at a Avtec's facility. Actual delivery times may vary depending on the Customer location and Hardware type.
13. Software Warranty. Avtec warrants to Customer that the Software shall function in accordance with professional standards, shall be free from defects in material, workmanship, and title. The term "Defective" means a failure to operate substantially in accordance with Avtec's written specifications for such Software; provided, that (a) any such failure is reproducible by Avtec under Avtec's customary testing procedures; (b) the failure occurs when the Software is used in accordance with Avtec's published usage guidelines for such Software; and (c) such failure is reported to Avtec in writing within the applicable warranty period. Avtec does not warrant that the Software will perform without error or that it will run without immaterial interruption.
14. Limited Warranty as to Products. The warranty period applicable to a Product (Hardware or Software) installed by Customer is one year following the date on which the Product is shipped by Avtec to Customer. Unless otherwise stated in a SOW, the warranty period applicable to a Product installed by Avtec at Customer's site is one (1) year following the date on which installation commences. Customer agrees that time is of the essence with respect to this warranty period and Avtec shall have no obligation to accept returns for any reason following expiration of the warranty period.
15. Hardware Return Procedures. Any defective Hardware item can only be returned if it references a return material authorization ("RMA") number issued by authorized Avtec service personnel. Avtec's warranty return procedures are available online at www.avtecinc.com or by email request to rmarequest@avtecinc.com or regular mail request to: Avtec, LLC., Warranty Department, 100 Innovation Place, Lexington, South Carolina 29072. To request an RMA number, Customer must obtain from Avtec a return authorization number and properly pack and return the Hardware at Customer's expense, together with the authorization number and a detailed description of the problem, to Avtec's designated repair facility located within the United States. Avtec's repair facility will only assist Customers with online RMA processing pursuant to the terms of this warranty and will not provide any troubleshooting, configuration or installation assistance. Telephone calls to Avtec maintenance and support service teams will not be accepted unless Hardware is under warranty or Customer has purchased a valid Avtec maintenance service contract that is in effect as of the time of the call. The Hardware must be returned in its original or equivalent packaging, and all shipping charges, risk of loss or damage during the return shipment, and the cost of insurance, is Customer's sole responsibility. The RMA number must be included on the outside carton label of the returned item. Avtec shall repair or replace the Hardware and return it at Avtec's expense to Customer's point of shipment. Customer has the risk of loss and damage to any Hardware returned to Avtec for repair or replacement until receipt by Avtec of such Hardware. Avtec shall assume the risk of loss and damage to any Hardware returned to Avtec for repair or replacement from receipt until delivery to Customer's point of shipment, excluding Puerto Rico and U.S. possessions and territories, (at Avtec's expense). If Avtec determines, in its reasonable discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by Avtec, including all shipping expenses, shall be paid by Customer. AVTEC SHALL HAVE NO LIABILITY WITH RESPECT TO DATA CONTAINED IN ANY HARDWARE RETURNED TO AVTEC. For any Hardware or parts thereof repaired or replaced under this Section 15, the warranty period applicable to the Hardware will continue for the longer of (c) the remainder of the original warranty period or (d) 90 days after the repaired or replaced Hardware is returned to Customer.
16. Exclusions. The foregoing warranty and remedies are for Customer's exclusive benefit and are nontransferable. Any and all warranties shall be deemed void and no warranty will apply if the Hardware or Software: (i) has been altered except by Avtec; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Avtec in the enclosed Documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Avtec disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. Avtec warranty obligations do not include installation support.

## EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, AVTEC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF ABSENCE OF HIDDEN DEFECTS AND ANY WARRANTY THAT MAY ARISE BY REASON OF USAGE OR TRADE OR COURSE OF DEALING.

17. Intellectual Property. Avtec warrants that it is the owner of Software and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property and other rights granted in this Agreement without the further consent of any third party. If the Software becomes, or in Customer's reasonable opinion is likely to become, the subject of any claim, suit, or proceeding arising from or alleging infringement of any intellectual property right, or in the event of any adjudication that the Software infringes any such right, Avtec, at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Software; or (ii) replace or modify the Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality relied upon by Customer. The remedies set forth in this Section 17 are not exclusive of any others Customer may have.
18. Limitation of Remedies. Except for Avtec's indemnity obligations and notwithstanding any other provisions of any agreement between Avtec and Customer, Customer's exclusive remedy in respect of or related (directly or indirectly) in any way to any defective Product or Service (including without limitation the design, use, suitability, performance, features, characteristics or other aspects thereof, whether or not covered by any warranty) shall be for Avtec, at Avtec's option, to either: (i) repair or correct the defect within a reasonable time; (ii) replace the Product in question with an identical but non-defective product; (iii) replace the Product in question with a different Product whose functionality is substantially the same as the Product being replaced; (iv) re-perform the Service, or (v) refund to Customer all charges in respect of the Product or Service previously paid by Customer to Avtec; provided, however, if the Service in question is a Service rendered over an extended term, such refund shall not exceed such charges as were incurred during the 180 day period prior to the termination of the agreement providing for the Services.
19. Limitation of Liability. EXCEPT AS PROVIDED HEREIN, AVTEC'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT, STATUTORY WARRANTY, INFRINGEMENT OR OTHERWISE, WILL BE LIMITED TO ACTUAL, PROVABLE DAMAGES NOT TO EXCEED ONE HUNDRED PERCENT ( $100 \%$ ) OF THE SUMS PAID BY CUSTOMER TO AVTEC FOR HARDWARE SOFTWARE AND SERVICES PROVIDED TO CUSTOMER IN THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE CLAIM.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY LOST PROFITS, OR LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF SYSTEM(S) PURCHASED HEREUNDER, OR THE FAILURE OF THE SYSTEM(S) TO PERFORM, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to conflicts or choice of law provisions.
21. Entire Agreement. This Agreement, any sales quotes, amendments, orders and SOWs made hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof. In addition, this Agreement supersedes and replaces any and all prior agreements or arrangements between the Parties, whether oral or written.


# PRYOR, CITY OF 

## 12/02/2021

PRYOR, CITY OF
PO BOX 1167
PRYOR, OK 74362

## Dear James Willyard,

Motorola Solutions is pleased to present PRYOR, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide PRYOR, CITY OF with the best products and services available in the communications industry. Please direct any questions to Carl Wilson at carl@muskogeecomm.org.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Carl Wilson

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

Billing Address:
PRYOR, CITY OF
PO BOX 1167
PRYOR, OK 74362
US

Quote Date:12/02/2021
Expiration Date:01/01/2022
Quote Created By:
Carl Wilson
carl@muskogeecomm.org
End Customer:
PRYOR, CITY OF
James Willyard
willyardj@pryorcreek.com

## Summary:

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

| Line \# | Item Number | APC | Description | Qty | List Price | Contract Price | Sale Price | Ext. Sale Price |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| APX ${ }^{\text {TM }}$ Consolette |  |  |  |  |  |  |  |  |
| 1 | L37TSS9PW1AN | 0681 | ALL BAND CONSOLETTE | 6 | \$9,551.00 | \$6,972.23 | \$6,972.23 | \$41,833.38 |
| 1a | L998AB | 0681 | ADD: LIMITED FRONT PANEL W/CLOCKNU | 6 | \$528.00 | \$385.44 | \$385.44 | \$2,312.64 |
| 1 b | GA00469AA | 0681 | ENH:EXTENDED DISPATCH APX CONSOLETT | 6 | \$550.00 | \$401.50 | \$401.50 | \$2,409.00 |
| 1c | QA05751AA | 0681 | ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY) | 6 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 d | G806BL | 0681 | ENH: ASTRO DIGITAL CAI OP APX | 6 | \$567.00 | \$413.91 | \$413.91 | \$2,483.46 |
| 1e | CA01598AB | 0681 | ADD: AC LINE CORD US | 6 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 f | G51AT | 0681 | ENH:SMARTZONE | 6 | \$1,650.00 | \$1,204.50 | \$1,204.50 | \$7,227.00 |
| 1 g | GA05508AA | 0681 | DEL: DELETE VHF BAND | 6 | -\$800.00 | -\$584.00 | -\$584.00 | -\$3,504.00 |
| 1h | G78AR | 0185 | ADD: 3Y ESSENTIAL SERVICE | 6 | \$176.00 | \$176.00 | \$176.00 | \$1,056.00 |

MOTOROLA SOLUTIONS

| Line \# | Item Number | APC | Description | Qty | List Price | Contract Price | Sale Price | Ext. Sale Price |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 i | GA05509AA | 0681 | DEL: DELETE UHF BAND | 6 | -\$800.00 | -\$584.00 | -\$584.00 | -\$3,504.00 |
| 1j | G361AH | 0681 | ENH: P25 TRUNKING SOFTWARE APX | 6 | \$330.00 | \$240.90 | \$240.90 | \$1,445.40 |
| 1k | QA00205AH | 0681 | ADD: DATA LINK <br> MANAGER APP CDMOBILES | 6 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2 | HKN6233C | 0761 | APX CONSOLETTE RACK MOUNT KIT | 6 | \$200.00 | \$146.00 | \$146.00 | \$876.00 |
| 3 | RMN5070A | 0706 | DESKTOP MIC (GCAI) | 6 | \$172.00 | \$125.56 | \$125.56 | \$753.36 |
| Gra | nd Total |  |  |  |  | $\$ 53,388.24(\mathrm{USD})$ |  |  |

## Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

| Purchase Order Checklist |
| :--- |
| Marked as PO/ Contract/ Notice to Proceed on Company Letterhead <br> (PO will not be processed without this) |
| PO Number/ Contract Number |
| PO Date |
| Vendor = Motorola Solutions, Inc. |
| Payment (Billing) Terms/ State Contract Number |
| Bill-To Name on PO must be equal to the Legal Bill-To Name |
| Bill-To Address |
| Ship-To Address (If we are shipping to a MR location, it must be documented on PO) |
| Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address |
| must be documented on PO ) |
| PO Amount must be equal to or greater than Order Total |
| Sill To Contact Name \& Phone \# and EMAlL for customer accounts payable dept |
| Ship To Contact Name \& Phone \# |
| Tax Exemption Status |
| Sores (As required) |
| Sormat (Word/ Excel templates cannot be accepted) |

## Purchasing Contact

Name: James Willyard
Account: Pryor Creek, OK PD
Address: 1651 North Yourk
City, State: Muskogee, Oklahoma 74403
Phone: (918) 825-1212
Email: willyardj@pryorcreek.org
Project Name: Pryor Creek PD, OK NASPO
Requested Install Date:

Motorola Solutions, Inc.
500 W. Monroe Street, Ste 4400
Chicago, IL 60661-3781, USA
Tel: +1 8475765000
IS@avtecinc.com

Quote Number: Q-12970
Quote Date: 12/6/2021 11:28 AM
Quote Valid Through: 1/15/2022
Prepared By: David Bremson

CONSOLE (OPERATOR) POSITION HARDWARE/SOFTWARE

| $\left\lvert\, \begin{gathered} \text { Item } \\ \# \end{gathered}\right.$ | Qty | Model Number | Description | Unit Price (USD) | Net Price (USD) |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 2.00 | SFW-SCOUT-E8-T1-SK | Scout E8 Console - Tier 1 includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E8 enables access to maximum of 8 channels concurrently. Includes IRR. Software License version. | \$8,495.00 | \$16,990.00 |
| 2 | 2.00 | ACC-CPU-DT-WIN10 | PC for Scout Console Packages, Dual NICs, MS Windows 10 Professional 64 bit OS | \$1,825.00 | \$3,650.00 |
| 3 | 2.00 | ACC-TSC-23WS-PC | 23" LED touch screen for PC console - 16x9 format | \$2,068.00 | \$4,136.00 |
| 4 | 2.00 | ACCUSB-FSW-SING | USB PTT Footswitch Accessory, Software Media Workstation | \$301.00 | \$602.00 |
| 5 | 2.00 | ACCUSB-HJB-NENA | Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.9 or later running Software Media Workstation. | \$865.00 | \$1,730.00 |
| 6 | 2.00 | ACCUSB-MIC | Avtec USB PTT Desk Microphone, Scout Software Media Workstation | \$617.00 | \$1,234.00 |
| 7 | 4.00 | ACCUSB-SPK-1 | Avtec USB Single Speaker Kit, Scout Software Media Workstation | \$435.00 | \$1,740.00 |
| 8 | 2.00 | ACC-HED-BASE-WLS-6W | Plantronics CA12CD Wireless PTT Headset Base. Headset top is sold separately. | \$793.00 | \$1,586.00 |
| 9 | 4.00 | ACC-HED-TOP-SING-NC | Headset top, Single Ear with noise canceling microphone. Requires base. | \$109.00 | \$436.00 |
| 10 | 2.00 | ACCUSB-HUB10 | 10 Port USB Hub, USB3.0 | \$75.00 | \$150.00 |
|  |  |  | Subtotal |  | \$32,254.00 |

GATEWAYS AND ENDPOINT
HARDWARE/SOFTWARE

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :---: | :--- | ---: | ---: |
| 11 | 1.00 | SFW-VPG-LO-SK | Redundant VPGate Software License for a maximum of 24 endpoints; <br> up to 12 may be "B" Licenses.Software license version. | $\$ 8,287.00$ | $\$ 8,287.00$ |
| 12 | 2.00 | ACC-CPU-STD-2019 | 1 Rack Unit (1 RU) Server Solid State hard drive, Windows 2019 Server <br> OS, TPM 2.0. Requires additional package for monitor, keyboard, etc. <br> (DISP-XXXX) | $\$ 5,675.00$ | $\$ 11,350.00$ |
| 13 | 3.00 | OUTPOST-2R | Radio Controller, VoIP, 2 Ports, 12VDC input | $\$ 2,275.00$ | $\$ 6,825.00$ |
| 14 | 3.00 | OUTPOST-AC-ADAPT | 120 VAC to 12 VDC Power Supply, 1 per Outpost | $\$ 93.00$ | $\$ 279.00$ |

Initials $\qquad$

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :--- | :--- | ---: | ---: |
| 15 | 6.00 | OUTPOST-RJ-CONN | Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W <br> tone keying and E\&M applications. | $\$ 52.00$ | $\$ 312.00$ |
| 16 | 1.00 | ACC-NETWK-24P-SFP4 | 24 Port Gigabit Switch with 4 SFP Ports | $\$ 3,595.00$ | $\$ 3,595.00$ |
|  |  |  | Subtotal |  | $\$ 30,648.00$ |

RECOMMENDED SPARE EQUIPMENT

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :---: | :--- | ---: | ---: |
| 21 | 1.00 | OUTPOST-2R | Radio Controller, VoIP, 2 Ports, 12VDC input | $\$ 2,275.00$ | $\$ 2,275.00$ |
| 22 | 1.00 | ACC-NETWK-24P-SFP4 | 24 Port Gigabit Switch with 4 SFP Ports | $\$ 3,595.00$ | $\$ 3,595.00$ |
|  |  |  | Subtotal |  | $\$ 5,870.00$ |

SERVICES PROVIDED DURING THE
WARRANTY PERIOD

| Item <br> $\#$ | Qty | Model Number | Description | Price Each <br> (USD) | Extended <br> Price (USD) |
| :---: | :---: | :---: | :--- | ---: | ---: |
| 33 | 1.00 | SCOUTCARE- <br> T1-WARRANTY | ScoutCare Tier 1 services provided during the one year warranty period <br> only. Includes Software Maintenance, Remote Support, and Training. | $\$ 3,791.55$ | $\$ 0.00$ |
| 34 | 1.00 | SCOUTCARE HW <br> -WARRANTY | Hardware repair services provided during the one year warranty period. | $\$ 2,063.45$ | $\$ 0.00$ |
|  |  |  |  |  | $\$ 0.00$ |

Avtec products include a 12-month warranty. The warranty covers hardware repairs, software defect fixes, and includes the ScoutCare program of Software Maintenance, Business hours remote support, $24 \times 7$ emergency support, and Technical Training. After the warranty period, Customer may renew ScoutCare and as an additional add-on ScoutCare HW.

SHIPPING, HANDLING, AND INSURANCE

| Item <br> $\#$ | Description | Price Each <br> (USD) | Extended <br> Price (USD) |
| :---: | :--- | :---: | :---: |
| 35 | SHIPPING, HANDLING, AND INSURANCE | Pre-Pay <br> \& Add | Pre-Pay <br> \& Add |

PROFESSIONAL SERVICES AND
EXPENSES

| Service Type | Net Price <br> (USD) |
| :--- | ---: |
| Professional Services | $\$ 10,820.00$ |

$\qquad$

| Grand Total: | $\mathbf{\$ 7 9 , 5 9 2 . 0 0}$ |
| ---: | ---: | ---: |

Year 1

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :---: | :--- | ---: | ---: |
| 1 | 1.00 | SCOUTCARE-T1 | One Additional Year of ScoutCare - Includes no charge software <br> maintenance, 24/7/365 Technical Support, and Web Portal Access. | $\$ 3,791.55$ | $\$ 0.00$ |
| 2 | 1.00 | SCOUTCARE- <br> HARDWARE | ScoutCare Hardware Option: Annual Extended Maintenance Program <br> for hardware repairs. ScoutCare is a prerequisite for the Hardware <br> Option to become effective. | $\$ 2,063.45$ | $\$ 0.00$ |
|  |  |  |  |  | $\$ 0.00$ |

Year 2

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :---: | :--- | ---: | ---: |
| 3 | 1.00 | SCOUTCARE-T1 | One Additional Year of ScoutCare - Includes no charge software <br> maintenance, 24/7/365 Technical Support, and Web Portal Access. | $\$ 3,791.55$ | $\$ 3,791.55$ |
| 4 | 1.00 | SCOUTCARE- <br> HARDWARE | ScoutCare Hardware Option: Annual Extended Maintenance Program <br> for hardware repairs. ScoutCare is a prerequisite for the Hardware <br> Option to become effective. | $\$ 2,063.45$ | $\$ 2,063.45$ |
|  |  |  |  |  | $\$ 5,855.00$ |

Year 3

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :---: | :--- | ---: | ---: |
| 5 | 1.00 | SCOUTCARE-T1 | One Additional Year of ScoutCare - Includes no charge software <br> maintenance, 24/7/365 Technical Support, and Web Portal Access. | $\$ 3,791.55$ | $\$ 3,791.55$ |
| 6 | 1.00 | SCOUTCARE- <br> HARDWARE | ScoutCare Hardware Option: Annual Extended Maintenance Program <br> for hardware repairs. ScoutCare is a prerequisite for the Hardware <br> Option to become effective. | $\$ 2,063.45$ | $\$ 2,063.45$ |
|  |  |  |  |  | $\$ 5,855.00$ |

Year 4

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| ---: | :--- | :--- | :--- | ---: | ---: |
| 7 | 1.00 | SCOUTCARE-T1 | One Additional Year of ScoutCare - Includes no charge software <br> maintenance, 24/7/365 Technical Support, and Web Portal Access. | $\$ 3,791.55$ | $\$ 3,791.55$ |

$\qquad$

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :--- | :--- | :--- | ---: | ---: |
| 8 | 1.00 | SCOUTCARE- <br> HARDWARE | ScoutCare Hardware Option: Annual Extended Maintenance Program <br> for hardware repairs. ScoutCare is a prerequisite for the Hardware <br> Option to become effective. | $\$ 2,063.45$ | $\$ 2,063.45$ |
|  |  |  |  |  | $\$ 5,855.00$ |

## Year 5

| Item <br> $\#$ | Qty | Model Number | Description | Unit Price <br> (USD) | Net Price <br> (USD) |
| :---: | :---: | :---: | :--- | ---: | ---: |
| 9 | 1.00 | SCOUTCARE-T1 | One Additional Year of ScoutCare - Includes no charge software <br> maintenance, $24 / 7 / 365$ Technical Support, and Web Portal Access. | $\$ 3,791.55$ | $\$ 3,791.55$ |
| 10 | 1.00 | SCOUTCARE- <br> HARDWARE | ScoutCare Hardware Option: Annual Extended Maintenance Program <br> for hardware repairs. ScoutCare is a prerequisite for the Hardware <br> Option to become effective. | $\$ 2,063.45$ | $\$ 2,063.45$ |
|  |  |  |  |  | $\$ 5,855.00$ |

Grand Total Including ScoutCare:
\$103,012.00
Prices shown in USD. Taxes Not Included

ScoutCare covers software maintenance, support services, and training. ScoutCare HW is a separate maintenance plan that provides no cost repairs on Avtec equipment and is only available if the software maintenance plan is purchased. Any ScoutCare coverage contracted at time of System purchase will guarantee no increase in price for the years covered. If ScoutCare coverage lapses, renewal requires a reinstatement fee.

Commercially reasonable efforts have been made to determine end user functionality and exact configuration requirements. Customer is responsible for reviewing and validating configuration. Change orders will be processed for additional out-of-scope material and labor, or other required deviations from quotation.

## Notes

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## Terms and Conditions of Offer

- This proposal is based on the requirements provided by the customer. We reserve the right to correct mathematical or other errors in the quotation.
- Final Acceptance of Sales Orders by Avtec, LLC. are subject to approved credit.
- Execution of a Statement of Work (SOW) is required prior to order acceptance, except for product purchases without services that are purchased under an existing Master contract executed by the customer.
- Change Orders must be processed for additional out-of-scope material and labor, or other required deviations from quotation.
- All quotations purchased under NASPO ValuePoint, GSA, or other Master Supply Agreement are subject to the applicable contract's
terms and conditions and supersede any conflicting terms listed here.
- NASPO ValuePoint quotations that include Avtec on-site services include 2 labor days per person/per trip for travel to and from the site - of performance.
- For any quotations specifying "Prepaid \& Add" (PPD\&ADD), Avtec pays the transportation charges and adds the charges to the invoice
- Customer shall pay all amounts due Avtec under this Agreement without deduction or offset in United States dollars (USD) by either (i)
direct transfer of immediately available funds to Avtec's bank account designated by Avtec from time to time, or (ii) by delivery to Avtec of Customer's check drawn on a bank domiciled in the United States and backed by sufficient funds. Without limiting the generality of the foregoing, in no event may any payment due Avtec be made by credit card without prior express written authorization of Avtec.
- Software licenses purchased to expand an existing system with expired ScoutCare are ineligible for software defect fixes or ScoutCare services, unless ScoutCare is reinstated on the existing System. Contact Sales for additional information.


## Taxes, Credit, Warranty, ScoutCare Pricing, and Returns

- All sales/use taxes and duties are the responsibility of the customer. Quoted prices are exclusive of sales and use taxes.
- Customer must self-remit use taxes and duties to the proper authorities, excepting Avtec will assess and remit sales and use taxes for Customer's convenience in the following states: AL, AR, AZ, CA, CO, CT, FL, GA, HI, IL, IN, KS, KY, LA, ME, MN, MO, NJ, OK, SC, SD, TN, TX, VA, VT, WA and WI, unless a valid exemption certificate is provided in a timely fashion.
- Where the Customer is required to withhold taxes and duties from payments to Avtec, the Customer is responsible to notify Avtec and to work with Avtec to define method of tax and duty representation on the quote
- If outstanding payments are past due, no additional credit or services will be extended to the Customer until all past due amounts have
been received in full.
- Avtec products include a 1 year hardware and software warranty as well as 1 year of ScoutCare maintenance. ScoutCare starts at system acceptance when Avtec performs implementation services, or 90 days after shipment if customer performs implementation services. See warranty terms for more details.
- Software licenses purchased to expand an existing system with exipred ScoutCare are ineligible for software defect fixes or ScoutCare services, unless ScoutCare is reinstated on an existing system. Contact Sales for additional information.
- ScoutCare pricing on this quotation will be honored as a multi-year contractual commitment (up to 4 years from warranty expiration) when executed as part of the original system purchase. The cost for additional years is not included in the Grand Total. Payment may be made at time of initial sale, or annually prior to the expiration of each coverage period. ScoutCare is non-cancellable.
- Hardware returned for reasons other than defects incur a $25 \%$ restocking fee. Returned items must be in unused condition and in original packaging. customer is responsible for return shipping, insurance, and transport charges. Software licenses can only be returned if determined to be materially defective under the terms of the license agreement.


## Notes and Design Assumptions

Customer accepts responsibility to procure, configure, install, terminate and test all networking infrastructure and cabling, meeting the supplied Scout specifications, unless otherwise stated in the Scope of Work.
Notice: This system has been configured for IP recording only. In the event analog recording is desired, additional Outpost gateways may be required. Scout supports multiple vendors' radio, telephony, and logging recorder systems via a direct IP interface, with varying capabilities. Visit
www.avtecinc.com/scout/integration for more information.

This Statement of Work ( the "SOW") is effective as of the date of the last signature hereto (the "Effective Date"), and is entered into by and between Avtec, LLC. ("Avtec") and Pryor Creek, OK PD ("Customer"), pursuant to Proposal Q-12970 entered into by and between Avtec and Customer on ("Agreement"), all terms of which are hereby incorporated herein by reference. Avtec and Customer may be referred to individually as "Party" and collectively as the "Parties."

## 1. Avtec Project Name: Pryor Creek PD, OK NASPO.

## 2. Description of Services

Avtec shall provide equipment, software, licensing and services to install a Scout dispatch console system in accordance with the Sales Quotation. Services to include project management, system staging, equipment installation, testing, cutover, optimization, and operator training. A table defining which Party has responsibility for various aspects of the Project is attached hereto as Exhibit A (Products and Services).

## 3. Payment and Milestones

The Products and Services will be provided on a Fixed Price basis in accordance with the Sales Quotation. Avtec shall submit single line invoices to Customer that contain the full Product cost, shipping and applicable sales/use tax pursuant to the terms of this SOW. The total price, not including taxes, is $\$ 79,592.00$. The total price shall be invoiced to Customer in accordance with the following milestones:

| PROJECT MILESTONES | Fee (US\$) |
| :---: | :---: |
| (100\% of Hardware, Software, Licensing, and Shipping) <br> Upon shipment of equipment to the "Ship To" location identified <br> on the Purchase Order Net 30 days from invoice date. | $\$ 68,772.00$ |
| (Professional Services) | $\$ 10,820.00$ |
| Upon System Acceptance Net 30 days from invoice date. |  |
| TOTAL | $\$ 79,592.00$ |

1. PO must reference these milestone payments to be accepted by Avtec.
2. If Customer does not issue purchase orders within its ordinary course of business, signing this SOW authorizes Avtec to begin work as outlined in the Sales Quotation and in this SOW. Customer represents and warrants that the total contract amount has been approved and appropriated for this project by its respective trustees, directors, and/or officers.
3. Performance Period

The term of the SOW shall commence on the Effective Date and end concurrently with system Acceptance.
5. Location of Services

Avtec will perform Services at both its factory and Customer's designated work site(s) as necessary to complete Services.

## 6. System Acceptance Process

"System Acceptance" means the date Customer issues a Certificate of Acceptance to Avtec pursuant to Section 7 of this SOW.
(1) Evaluation by Customer. Upon delivery and installation of the Products, Customer and Avtec will jointly execute the test procedures outlined in the Acceptance Test Plan. Customer will make a determination as to whether the Products are in accordance with the applicable specifications of this SOW, and will deliver to Avtec a Certificate of System Acceptance (Exhibit C) or a written rejection. Issuance by Customer of its written acceptance of the Products will be deemed a final acceptance of the Products. Any notice of rejection must set forth in reasonable detail the basis for the rejection, In the event of a notice of rejection, Avtec will commence to modify, replace, or correct such non-conformity so that the acceptance criteria are satisfied in accordance to the Acceptance Test Plan.
(2) Acceptance. Acceptance of the Product or the system shall be deemed to occur on the earlier of (i) the date on which Customer provides written acceptance to Avtec, or (ii) the date which is 30 days from the date of completion of the applicable Milestone, or (iii) Customer continues to use the Products in live production for a period of Thirty (30) days without issuing a Certificate of System Acceptance to Avtec. The Products will be deemed finally accepted and full payment of any outstanding monies owed must be paid in accordance with this SOW.
(3) Warranty Period. The one (1) year warranty period starts on the first day after Cutover or the same day Customer uses the console system for normal dispatch operations, whichever comes first. Default language. OR
The one (1) year warranty period starts upon system acceptance.
(4) Technical Support Upon Acceptance. Avtec has agreed to provide 1 year of ScoutCare software maintenance which starts upon Customer's signing of the Certificate of System Acceptance. Prior to written system acceptance, Avtec technical support shall be limited to providing telephone assistance as necessary to cause the licensed Products to perform in accordance with its specifications. Customer is not entitled to bug fixes, patches, software updates, enhancements, new versions or releases until after written system acceptance and full payment of the total price stated in Section 3 of this SOW.

## 7. Acceptance Test Plan

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Upon completion of the Scout system installation, a visual inspection of the installation and an Acceptance test will be performed by an Avtec representative. It shall be witnessed by an authorized Customer representative. Each portion of the Acceptance Test will be marked as either pass or fail in the reasonable discretion of a Customer representative. When a portion of the test is marked passed, it will not be tested again unless effected by software update or change, and as such, the impacted portion of the passed test will be retested unless waived (in writing) by the Customer. Failed portions will be corrected and then retested. Any failed portions that are not critical to live dispatch operations will be added to a punch list of action items to be corrected after final acceptance and will not affect Customer's signing of the Certificate of System Acceptance. The Certificate of System Acceptance shall be executed by both Avtec and Customer upon completion of the Acceptance Test. Upon execution of the Certificate of System Acceptance, Customer agrees to pay in full any unpaid monies owed Avtec under this SOW.
8. Change Order Management

Customer may, at any time by a written order attached hereto as Exhibit B (Change Order), request changes to the general scope of the Services covered by this SOW (a "Change Order"). Avtec must agree to the change in scope and will provide additional pricing and quotes as necessary to meet change request. Each such Change Order shall be deemed effective only after it has been signed by both Parties and will be incorporated into this SOW.

## 9. Contacts

The following individuals are responsible for the day to day activities of the Project.

|  | Customer | AVTEC |
| :--- | :--- | :--- |
| Name |  | Abe Gibson |
| Address |  | Avtec, LLC. <br> 100 Innovation Place <br> Lexington, SC 29072 |
| Phone |  | $803-358-3412$ |
| Email |  | agibson@avtecinc.com |

## 10. Project Specific Contract Documents

No conflicting commercial terms and conditions in these documents are accepted, nor are any pre-printed purchase order terms and conditions of Customer accepted. All work will be provided in accordance with only the following contract documents (in case of conflict between the contract documents, the contract documents control in their order listed below):
A. Avtec technical proposal including any exceptions
B. Avtec standard system documentation, including but not limited to, Project Information Questionnaire, Project Management Plan, Site Survey Report, System Design, and Final Acceptance Test Plan

## 11. After Receipt of Order

Unless otherwise specified and agreed to in writing, Avtec will complete all deliverables not later than 90 days After Receipt of Order (ARO). Avtec deliverables (such as equipment delivery and/or performance milestones) may be accomplished prior to the ARO date, but Avtec reserves the right to schedule and complete implementation requirements and associated project deliverables up to the specified ARO date.
12. End User License Agreement ("EULA")

Customer's use of any hardware or software products provided to Customer by Avtec shall be subject to the terms and conditions of the EULA attached hereto as "Exhibit D" and incorporated herein. The terms of the EULA shall be effective and binding on the Parties hereto upon execution of this SOW by Customer. If Customer is acquiring a Subscription License, the End User Software License Subscription Agreement is incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto each acting with proper authority, and intending to be legally bound, have executed this Statement of Work.

Pryor Creek, OK PD
$\overline{F u l l}$ Name
Title

## Signature

## Avtec, LLC.

## Full Name

Title

Signature

Date
$\qquad$

## EXHIBIT A

## Description of Services

1. Installation.

Customer is solely responsible for providing an environment corresponding to the Product's Specifications, including programming and provisioning of radio, telephone, and other connected systems, and that is otherwise suitable for the Product's installation and operation. Without limiting the generality of the foregoing, the site for the Product selected by Customer shall be suitable as to space, temperature, humidity, and the availability of electrical power, cabling, connectivity devices, line protectors, surge protectors, radio and telephone interface wiring, cable pulls, furniture modifications, lighting, single point grounding, and all equipment, software and supplies not included with the Product but required for its installation, operation or use.

## 2. Pre-Installation Checklist

Avtec and a Customer's representative shall complete a pre-installation checklist fourteen (14) days before the scheduled installation dates. If Customer confirms the site is ready for the installation of Scout, Avtec will schedule travel arrangements. If Customer cancels after providing a written confirmation, Customer will be charged any change fees incurred for travel and $\$ 1,200.00$ for rescheduling of the System Integration Engineer (the "SIE"). If the SIE arrives on Customer's work site and finds the site is not ready for installation, the SIE will perform as much work as they can, and then will leave the site to return to Avtec. Customer will be charged for a return trip to the work site, to include additional travel costs, and for any additional days that exceed the number of days quoted to Customer for Avtec to complete installation caused by the delay. Customer shall have a representative on-site during the agreed upon dates to assist in the implementation, installment and testing of the console system.

## 3. Responsibility Matrix

In addition to responsibilities stated in the Agreement, the following table further defines each Party's responsibility for deliverables of the Project under this SOW. This Responsibility Matrix shall be interpreted with the proposal to Customer; Avtec is not responsible for providing any service not specifically quoted. Use of Not Applicable ("N/A") shall designate services not quoted to Customer. "Joint" means all Parties share responsibility. If Avtec does not have a contract with end user for this project, Customer is responsible for end user's compliance with this matrix.

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| AVTEC | 5.4. Install Avtec Furnished Equipment in Designated Locations. |
| :---: | :---: |
| CUSTOMER | 5.5. Label Cables with a Unique Identifier Conforming to Avtec Requirements. |
|  | 6. Site Preparation |
| CUSTOMER | 6.1. Environmental - provide adequate physical conditions (including furniture, racks, shelves, etc.), ventilation, heating, and cooling per Scout system requirements. <br> 6.2. Procure, Configure, Install, Terminate and Test all network cabling and radio infrastructure that connects to Scout products. Avtec will only provide cabling between Avtec products. |
| CUSTOMER | 6.3. Wiring and Grounding - Customer is responsible for installation and testing of building wiring and grounding system as required by all applicable building codes, ordinances, regulations, this SOW, and modern industry best practices. Customer is responsible for providing appropriate surge protective devices and grounding for network, power, and telephony. Customer shall provide a tested Demarcation Point for all wiring and console hardware and at all times comply with Avtec's specification. <br> 6.4. Console Equipment- Customer is responsible for the grounding connection between the Customer supplied Demarcation Point and the Junction Block (equipment ground termination point provided by Avtec). Avtec is responsible for running grounding wire from Avtec supplied equipment (MWC, Jack Box, desk microphone, footswitch) to the Junction Block provided by Avtec, and installed by Customer to Customer supplied furniture (e.g. desk). Customer is responsible for running grounding wire from the Junction Block to the Customer supplied Demarcation Point. <br> 6.5. Customer Backroom Equipment- Customer is responsible for supplying a tested Demarcation Point for any backroom rack equipment. Customer is responsible for running grounding wire from Avtec supplied equipment (Outposts, telephone interfaces, Aux I/O) to the Customer provided ground located on the Frame Rail of the backroom equipment cabinet. Customer is responsible for running grounding wire from the Frame Rail ground location to the Customer supplied Demarcation Point. |
| CUSTOMER | 6.6. Avtec Backroom Equipment- For backroom rack equipment supplied by Avtec, Avtec will identify the preferred grounding point (e.g. the Frame Rail) on the supplied rack equipment to the Customer prior to the scheduled date of installation. Avtec is responsible for the grounding connection between the Customer supplied Demarcation Point and the grounding point on the rack equipment. Avtec is responsible for running grounding wire from Avtec supplied equipment (Outpost, Telephony Gateways, Aux I/O) to the preferred grounding point on the rack equipment. |
| CUSTOMER | 6.7. Electrical Power - Provide adequate electrical power at each equipment location. Scout hardware components supplied by Avtec run on $110 / 220 \mathrm{VAC}, 50-60 \mathrm{~Hz}$ (unless local 12 VDC supplied by Customer to power Outposts). |
| CUSTOMER | 6.8. Networking - provide all required network interfaces including Ethernet and Telephony circuits. Configure networking to supply IP transport per Scout requirements. Any network modifications necessary to meet Scout requirements are solely the responsibility of Customer. Customer is solely responsible for management and integration of its networks. |
| CUSTOMER | 6.9. Network Security-Customer is solely responsible for the security of its Network Infrastructure. Customer is responsible for installing and configuring network protection as appropriate for its networks on consoles and servers deployed during integration process. |
| CUSTOMER | 6.10. Install and configure malware protection as appropriate for its networks on consoles and servers deployed during integration process. |
| CUSTOMER | 6.11. Site Access - provide access to all locations as required for AVTEC site surveys. |
| CUSTOMER | 6.12. Radio Programming - provide radios programmed to support requested features or functionality (e.g. ANI information, Emergency, etc.) of Scout consoles. |
|  | 7. Provide Customer Furnished Equipment |
| CUSTOMER | 7.1. Design, furnish and install all required networking infrastructure to support Scout system applications, per Scout requirements to include all cable, routers, switches and engineering services. |
| CUSTOMER | 7.2. Furnish any computers, equipment and/or accessories not provided by Avtec. |
|  | 8. Installation Support |
| CUSTOMER | 8.1. Inspection and Inventory of delivered Avtec equipment and notification to Avtec of any shipping damage within ten (10) business days from date of delivery. |
| CUSTOMER | 8.2. Disposal of Packing Materials. |
| CUSTOMER | 8.3. Provide site access, and/or escorts to the equipment rooms and cabling installation areas as required. |
| CUSTOMER | 8.4. Assist Avtec with any access credentials required by third parties, such as Personnel Badges, TSA or Airport clearances. |
| CUSTOMER | 8.5. If required, provide a secure room at the installation site with a dial out phone during the implementation phase of the project. (This room will be used by Avtec personnel for its operations; for temporary storing Scout system components and securing test equipment and tools.) |
| CUSTOMER | 8.6. Provide demarcation of telephony and radio interfaces within 10' of Avtec equipment. |
|  | Initials |


| CUSTOMER | 8.7. Schedule Installation and Cutover Planning with Operations Personnel. |
| :---: | :---: |
|  | 9. Perform Training |
| N/A | 9.1. Administrative/Maintenance Training |
| AVTEC | 9.2. Operator Training (On-Site) scheduled after installation. |
| CUSTOMER | 9.3. Provide adequate facilities for on-site Operator Training. |
| CUSTOMER | 9.4. Schedule Personnel for Uninterrupted Training Sessions. |
| CUSTOMER | 9.5. Provide classroom projector compatible with a laptop and screen. |
| AVTEC | 9.6. Custom Operator Manual. |
|  | 10. Cutover Assistance and Acceptance |
| JOINT | 10.1. Schedule Cutover. |
| JOINT | 10.2. Sign Acceptance Documents. |
| CUSTOMER | 10.3. Disposal of existing equipment. |
|  | 11. Test Activities |
| AVTEC | 11.1. Test console and gateway configurations for basic operation. |
| AVTEC | 11.2. Perform agreed upon Acceptance tests. |
| AVTEC | 11.3. System Integration Test Plan and Execution. Integration testing includes ALL console positions, VPGates, and any additional interface equipment provided by Avtec. Any additional requested testing outside scope of installed equipment will be quoted at Avtec's prevailing rates. |

## Customer Requirements

- Customer will determine what and how many critical spare parts, as recommended by Avtec, will be procured and maintained.


## Avtec Responsibilities

- Avtec will provide telephone Technical Support for Customer and/or local certified service provider, provided Customer has an active Support contract, during Avtec's normal operating hours (defined below).
- Avtec will provide telephone Technical Support for Customer and/or local certified service provider for Critical Priority issues (defined below), provided Customer has an active Support contract, at any time.
- Avtec will provide part replacement service (Return Material Authorization ("RMA") Support) for Customer and/or local certified service provider, during Avtec's normal operating hours (defined below).
- $90 \%$ of the calls to the Help Desk will be answered within 60 seconds during Avtec business hours.
- $\quad 90 \%$ of calls to the Help Desk will be answered within 180 seconds after hours and weekends.
- Each Support Call will be logged and assigned a priority status, Critical, Urgent, or Normal. The following table describes responses based on the assigned priority level:

| Priority | CRITICAL |
| :---: | :---: |
| Definition | Customer's system is substantially degraded and normal operations are not possible. |
| Response Time | 30 Minutes |
| Resolution Commitment | Issue are worked continuously until resolution |
| Escalation Process | If Customer Support Team is unable to resolve an issue within one hour, it is escalated escalate to the appropriate member of the engineering team. Escalation to Management Team in two hours if issue is still unresolved. A determination of additional resources is made at that time. Update to Customer is made every two hours until resolution. |
| Call Closure Requirement | Call is closed when system is running without impact for 48 hours and Customer is satisfied with resolution. |
|  |  |
| Priority | URGENT |
| Definition | Limited impact, able to work but with limitations; |
| Response Time | 60 Minutes |
| Resolution Commitment | Issue is worked on a priority basis |
| Escalation Process | If Customer Support Team is unable to resolve an issue within one business day, it is escalated to the appropriate member of the engineering team. <br> Escalation to Management Team in three business days if issue is still unresolved. A determination of additional resources and time frame of resolution is made at that time. |

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|  |  |  | Update to Customer is made as new information is made available until resolution. |
| ---: | :--- | :---: | :---: |
| Call Closure Requirement | Call is closed when system is running without impact for 48 hours and Customer is satisfied with resolution. |  |  |
| Priority |  |  |  |
| Definition | No impact to business, questions or informational |  |  |
| Response Time | One Business Day |  |  |
| Resolution Commitment | Issue is queued for resolution based on workload and other priority cases. |  |  |
| Escalation Process | If Customer Support Team is unable to resolve an issue within five business days, it is escalated to the appropriate <br> member of the engineering team. <br> Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources <br> and time frame of resolution is made at that time. |  |  |
| Call Closure Requirement | Call is closed when Customer accepts resolution. |  |  |

## RMA Support:

. RMA repair request is made by Customer and RMA is processed within 4 hours of submission of the completed form.

- RMA advance replacement request is made by Customer, and RMA is processed within 2 hours of submission of the completed form.


## Contacts \& Operating Hours

Contact Phone Numbers \& Email:

- 803.358.3600 ext. 201
- 800.543.3034
- CustomerSupport@avtecinc.com
- RMARequest@avtecinc.com

Location of Service Delivery:

- $\quad 100$ Innovation Place
- Lexington, SC 29072 USA

Hours of Operation:

- Business hours support: Monday - Friday 8:00 AM- 7:00 PM EST
- After hours support: Monday - Friday 7:00 PM - 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays


## AVTEC Holiday List:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day


## Escalation Contact:

Customer Support Manager:

- Abe Gibson
- agibson@avtecinc.com
- 803.358.3412
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## EXHIBIT B

## Change Order

THIS CHANGE ORDER \# $\qquad$ , dated as of $\qquad$ 20_ (the "Change Order Effective Date") amends the Statement of Work (the
$\qquad$ by and between Avtec, LLC. ("Avtec") and $\qquad$ ("Customer"), and is entered and "SOW") with the Effective Date of governed by the Customer Agreement by and between Avtec and Customer dated as of . Terms outlined in this Change Order shall take precedence over any conflicting terms outlined in the SOW referenced above.

Change Requested By (Name/ Title/ Company): $\qquad$

## Change Description

(Insert a detailed description of the change. Describe the specific area of the SOW or the Work Order being modified.)

## Change Justification

(Insert a detailed description of why the change is required. Indicate benefits gained or risk mitigated by making the change.)

## Change Impact

(In the table below, indicate what area(s) are impacted by the proposed change. Provide a detailed description of the impact.)

| Area of Impact | Yes/No | Detailed Description of Impact |
| :--- | :--- | :--- |
| Scope |  |  |
| Risk |  |  |
| Schedule |  |  |
| Resources |  |  |
| Financial Impact* |  |  |
| Other |  |  |

If there is a financial impact, please provide additional information below:
Additional Cost: $\qquad$
Funding Provision:
Party Responsible for Cost (CUSTOMER / AVTEC):

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Change Order as of the Change Order Effective Date.

Pryor Creek, OK PD

Full name

Title
Title

Signature
Signature
Full name

Date
$\qquad$ 1 $\qquad$

## EXHIBIT C

## Certificate of System Acceptance

Pursuant to the Master Agreement entered into by Avtec, LLC. ("Avtec") and $\qquad$ ("Customer') with an Effective Date of [ ] (the "Agreement"), all Products and Services described in the SOW with an Effective Date of [.] (the "SOW") have been inspected and have successfully passed the Acceptance Test as described in Section 8 of the SOW. Execution of this document confirms and certifies Customer's final acceptance of the applicable Products and Services delivered under the SOW, effective as of the date of the last signature.

Pryor Creek, OK PD

Full name
Full name

Title

Signature
Signature
$\overline{\text { Date }}$
Avtec, LLC.

| $\overline{\text { Full name }}$ | Full name |
| :--- | :--- |
| $\overline{\text { Title }}$ |  |
| Sitle |  |
| $\overline{\text { Dignature }}$ | $\overline{\text { Signaiure }}$ |

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## EXHIBIT D

## END USER LICENSE, LIMITED WARRANTY <br> AND LIMITATION OF LIABILITY AGREEMENT

IMPORTANT: PLEASE READ THIS END USER LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY AGREEMENT (THE "AGREEMENT") CAREFULLY. THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS GOVERNING ALL TRANSACTIONS BETWEEN AVTEC AND YOU WITH RESPECT TO ANY AVTEC PRODUCT OR SERVICES AND IS LEGALLY BINDING ON BOTH PARTIES. WITH THE EXCEPTION OF A STATEMENT OF WORK (SOW) AUTHORIZED OR SIGNED BY BOTH PARTIES, ANY AND ALL ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN YOUR COMMERCIAL DOCUMENTS, INCLUDING PURCHASE ORDERS, ARE HEREBY REJECTED AND SHALL NOT BECOME PART OF THE AGREEMENT.

WHETHER YOU ARE ACTING FOR YOURSELF INDIVIDUALLY OR AS A REPRESENTATIVE OF AN ENTITY, YOU ARE REFERRED TO IN THIS AGREEMENT AS "YOU" or "CUSTOMER". YOU MAY BE READING THIS AGREEMENT ONLINE, OR AS AN ELECTRONIC DOCUMENT INCLUDED WITH AN AVTEC, LLC. ("AVTEC") SOFTWARE PRODUCT, OR AS A PHYSICAL DOCUMENT PACKAGED WITH AN AVTEC HARDWARE OR SOFTWARE PRODUCT (SUCH SOFTWARE, IN EACH CASE, IS HEREINAFTER REFERRED TO IN THIS AGREEMENT AS THE "SOFTWARE", AND "PRODUCT" SHALL REFER TO ANY HARDWARE OR SOFTWARE FURNISHED BY AVTEC). THE TERM "SOFTWARE" SHALL INCLUDE COMPUTER PROGRAMS OFFERED AS STAND ALONE PRODUCTS AS WELL AS FIRMWARE OR OTHER SOFTWARE EMBEDDED IN AVTEC HARDWARE PRODUCTS. THE TERM "SOFTWARE" SHALL ALSO INCLUDE ANY USER DOCUMENTATION THAT IS PART OF OR SUPPLIED WITH THE SOFTWARE OR OTHERWISE MADE AVAILABLE BY AVTEC TO AUTHORIZED END USERS OF THE SOFTWARE. YOU ARE ENTITLED TO THE BENEFITS OF THIS AGREEMENT ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER OF THE APPLICABLE AVTEC PRODUCT, AND YOU PURCHASED THAT PRODUCT DIRECTLY FROM AVTEC, AN AUTHORIZED AVTEC DEALER OR SYSTEMS INTEGRATOR, OR OTHER AVTEC-APPROVED SOURCE ("APPROVED SOURCE"). IF YOU DO NOT SATISFY THE FOREGOING CONDITIONS YOU ARE NOT LICENSED TO USE OR KEEP A COPY OF THE SOFTWARE NOR ENTITLED TO THE BENEFITS OF AVTEC'S LIMITED WARRANTY SET FORTH BELOW.
ASSUMING YOU SATISFY THE FOREGOING CONDITIONS, YOU ACCEPT AND AGREE TO THIS AGREEMENT IF YOU EITHER: (1) ACCEPT THIS AGREEMENT WITH A MOUSE-CLICK OR SIMILAR ACTION PRIOR TO DOWNLOADING THE SOFTWARE OR INSTALLING THE SOFTWARE ON A COMPUTER; (2) ACQUIRED THE SOFTWARE STORED ON ELECTRONIC STORAGE MEDIA SUCH AS CD-ROM OR DVD AND YOU BREAK THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC STORAGE MEDIA; (3) YOU INSTALL OR USE THE SOFTWARE ON A COMPUTER, OR (4) YOU USE THE HARDWARE PRODUCT ON WHICH THE SOFTWARE CAME INSTALLED.

YOU AGREE NOT TO INSTALL AND/OR USE THE SOFTWARE ON ANDROID, IOS, OR MOBILE BROADBAND DEVICES, SUCH AS SMARTPHONES OR TABLETS, THAT COMMUNICATE OVER CELLULAR OR LTE NETWORKS FOR PURPOSES OF PERFORMING PUSH TO TALK FUNCTIONALITY ON MOTOTRBO NETWORKS, UNLESS THE SOFTWARE IS SUBLICENSED FROM MOTOROLA SOLUTIONS OR THEIR AUTHORIZED DEALERS.

IN SOME CASES, THE SOFTWARE MAY BE PURCHASED AS PART OF A LARGER SYSTEM TO WHICH A SEPARATE SOFTWARE LICENSE APPLIES. IN SUCH CASE, THE TWO LICENSES SHALL BE CONSTRUED AS COMPLEMENTARY SUCH THAT AVTEC ENJOYS THE MAXIMUM RIGHTS AND BENEFITS OF BOTH, AND IF THERE IS ANY CONFLICT BETWEEN THE TWO LICENSES SUCH CONFLICT SHALL BE RESOLVED BY GIVING EFFECT TO THE PROVISION IN EITHER LICENSE THAT IS MOST FAVORABLE TO AVTEC (AS DETERMINED BY AVTEC IN ITS SOLE DISCRETION). BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU REPRESENT THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, AVTEC IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. IF YOU PURCHASED A PHYSICAL COPY OF THE SOFTWARE ON ELECTRONIC MEDIA SUCH AS A CD-ROM OR DVD, YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND IF, AND ONLY IF, THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC MEDIA ON WHICH THE SOFTWARE IS STORED IS INTACT AND HAS NOT BEEN TAMPERED WITH. IF THE SOFTWARE WAS SUPPLIED AS PART OF ANOTHER PRODUCT YOU PURCHASED FROM AN APPROVED SOURCE, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER THE DATE OF PURCHASE FROM AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER.

## 1. License Definitions.

"Computer" means a specific physical device or virtual machine that may consist of one or more CPUs.
"Hardware" means equipment, devices and apparatus of every nature and description, both electronic and mechanical, including without limitation equipment and components related to radio-telephone systems and other methods of electronic communication, and all manner of computer hardware such as computers, monitors, terminals, storage devices, network devices, connectivity devices, printers, etc.
"Pool License" means an authorized number of Floating Licenses that allows You to install and share a limited number of licenses on a larger number of Computers.
"Product" means any Hardware (and related parts and supplies), or Software furnished by Avtec to Customer.
"Service" means any service, assistance, or use of a resource provided by Avtec to Customer.
"Specifications" means the specifications for a Product or Service set forth in either (i) Avtec's most recent user documentation or other published specifications for such Product or Service; or (ii) a SOW.
"Virtual Machines" or "VM" means a software container that can run its own operating system and execute applications like a physical device.
2. License Grant. All Software is licensed, not sold. Subject to the terms of this Agreement, and provided You purchased this Software license from an Approved Source, Avtec grants to You a non-exclusive, non-transferable, and perpetual license to use the Software in object code format only for Your
internal business purposes. In order to use the Software, You may be required to input a registration number or product authorization key and register Your copy of the Software online at Avtec's website to obtain the necessary license key or license file. You agree that Your license of the Software is neither contingent on the delivery of any future functionality or features nor, (except for Avtec's technical proposal), dependent on any oral or written public comments made by Avtec regarding future functionality or features.
3. License Types. The scope of Your license depends on the type of license you purchased from an Approved Source. The variety of license types are set forth below and You are solely responsible for installation and use restrictions of the license You purchased. For more information on the type of license you have purchased, please contact your Approved Source sales representative.

## STANDARD LICENSE

If You purchased a Standard license, each license purchased entitles You to install and use the Software on one and only one Computer. It may only be installed on a different Computer if the original computer was destroyed or if the Software is deleted. If virtualization or other emulation technology is used on the licensed Computer, each license purchased entitles You to install and use the software within only one virtual (or otherwise emulated) hardware system.

## POOL LICENSE

If You purchased a Pool License, the Software may (a) be installed, transferred to, transferred among, or shared on an unlimited number of Computers and (b) have multiple sessions used, but no more than the licensed number of simultaneous sessions of the Software at any one time.
4. License Restrictions. This is a license, not a transfer of title, to the Software and Avtec retains all ownership rights in and to all the Software and all copies thereof. You receive no rights to the Software other than those specifically granted herein. You acknowledge that the Software contains trade secrets of Avtec or its suppliers or licensors, including but not limited to the specific internal design and structure of the Software, including individual program routines and associated interface information. If the Software is included with and part of an Avtec hardware product, You shall only use the Software in connection with Your use of that hardware product.

You shall not: (i) transfer, assign or sublicense Your license rights to any other person or entity, including but not limited to parent companies, subsidiaries and affiliates, and any attempted transfer, assignment, or sublicense shall be null and void; (ii) make changes to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit any third party to do so; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form; (iv) publish or distribute to any third party any results of benchmark tests run on the Software; (v) disclose, provide, distribute or otherwise make available trade secrets contained within the Software in any form to any third party, including but not limited to publicly displaying and/or performing the software, and You shall implement reasonable security measures to protect such trade secrets; (vi) duplicate or make copies of the Software other, except that You may make one (1) copy per Physical Business Location for backup purposes only; (vii) remove, alter, obscure, reduce in size or otherwise modify any copyright, trademark, or other proprietary notices appearing on or in the Software in any form or format (including without limitation screen displays); or take any action which jeopardizes Avtec's proprietary rights or acquire any right in the Software. For purposes of this paragraph, a "Physical Business Location" is a main office or branch office in which Your licensed Computer(s) is/(are) physically located.

In certain cases, Software provided to You may include functionality, capabilities or capacities exceeding those purchased by You and constituting separate Product(s) in their own right. This license does not extend to such separate Product(s) unless and until such time as You purchase such Product(s). You shall not access or use any such additional functionality, capabilities or capacities constituting separate Product(s) not covered by this license. Any unlicensed use of such additional functionality, capability or capacity shall (without limiting Avtec's other rights and remedies in respect of such unauthorized use) obligate You to pay to Avtec upon demand Avtec's then applicable list price for the corresponding Product(s).

This Agreement and the license granted herein shall remain effective until terminated. You may terminate this Agreement and the license at any time by destroying all copies of Software in Your possession. This Agreement and the license shall terminate immediately and without the requirement of any notice if You fail to comply with any provision of this Agreement. Upon termination, You shall destroy all copies of Software and Documentation in Your possession or control, including without limitation deleting the Software from all computers, hard drives or other electronic devices. All confidentiality obligations of You, restrictions and limitations on use of the Software, limitations of liability, and warranty limitations and disclaimers shall survive termination of this Agreement.
5. Services. Avtec may, in its sole discretion and at Customer's request, perform implementation, training, consulting or other Services for Customer from time to time. The nature and scope of such Services shall be set forth in reasonable detail in a SOW. Each and every SOW executed by the Parties shall be subject to the terms and conditions of this Agreement. In performing any Services, Avtec is acting as an independent contractor.
6. Taxes. All sales, use or other taxes or governmental fees or levies related to a transaction (other than taxes based upon Avtec's income) shall be the sole responsibility of Customer. Such taxes shall be remitted directly by Customer to taxing authorities.
7. Title and Risk of Loss. Title to Products sold to Customer and all risk of loss related to such Products passes to Customer upon the delivery of the Products to either a carrier or Customer, whichever comes first.
8. Shipping and Insurance. All shipping, insurance or other transportation charges related to a Product shall be the sole responsibility of Customer and are governed under Incoterms Ex Works (EXW).
9. Claims for Shortages, Damage in Transit, and Nonconformity. Customer is responsible for inspecting all shipments immediately upon delivery. Customer shall note any apparent shortages or damage in transit on the bill of lading and notify Avtec immediately about such shortages, damage or any apparent nonconformity with the Order. No claims shall be accepted more than ten (10) business days after receipt.
10. Right to Audit. Avtec may audit Your use of the Software on 15 days advanced written notice. You will cooperate with the audit, including by providing access to any books, computers, records or other information that relates or may relate to the use of the Software. Such audit will not reasonably interfere with Your business activities. If the audit reveals unauthorized use of the Software, You shall reimburse Avtec for the reasonable cost of the audit, in addition to such other rights and remedies as may be available to Avtec. Avtec shall not conduct an audit more than once per year.
$\qquad$
11. Export. The Software and its constituent technology, or direct products thereof, may be subject to export control laws and regulations of the United States or other countries. You shall comply with such laws and regulations governing export, re-export, import, transfer and use of the Software at Your own cost and expense.
12. Hardware Warranty. Avtec warrants that the Hardware sold to Customer by Approved Source shall be free of defects in material and workmanship under normal authorized use consistent with Avtec's written specifications. Customer may reject Hardware furnished hereunder failing to meet such standards, and require Avtec to correct or replace such defective Hardware, at no charge to Customer. In the event that Avtec receives notice during the warranty period that any Hardware does not conform to its warranty, Customer's sole and exclusive remedy, and Avtec sole and exclusive liability, shall be for Avtec, at its sole option, to either repair or replace the non-conforming Hardware in accordance with this limited warranty. Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Avtec. Avtec will use commercially reasonable efforts to ship the replacement Hardware within twenty (20) business days after receipt of the product at a Avtec's facility. Actual delivery times may vary depending on the Customer location and Hardware type.
13. Software Warranty. Avtec warrants to Customer that the Software shall function in accordance with professional standards, shall be free from defects in material, workmanship, and title. The term "Defective" means a failure to operate substantially in accordance with Avtec's written specifications for such Software; provided, that (a) any such failure is reproducible by Avtec under Avtec's customary testing procedures; (b) the failure occurs when the Software is used in accordance with Avtec's published usage guidelines for such Software; and (c) such failure is reported to Avtec in writing within the applicable warranty period. Avtec does not warrant that the Software will perform without error or that it will run without immaterial interruption.
14. Limited Warranty as to Products. The warranty period applicable to a Product (Hardware or Software) installed by Customer is one year following the date on which the Product is shipped by Avtec to Customer. Unless otherwise stated in a SOW, the warranty period applicable to a Product installed by Avtec at Customer's site is one (1) year following the date on which installation commences. Customer agrees that time is of the essence with respect to this warranty period and Avtec shall have no obligation to accept returns for any reason following expiration of the warranty period.
15. Hardware Return Procedures. Any defective Hardware item can only be returned if it references a return material authorization ("RMA") number issued by authorized Avtec service personnel. Avtec's warranty return procedures are available online at www.avtecinc.com or by email request to rmarequest@avtecinc.com or regular mail request to: Avtec, LLC., Warranty Department, 100 Innovation Place, Lexington, South Carolina 29072. To request an RMA number, Customer must obtain from Avtec a return authorization number and properly pack and return the Hardware at Customer's expense, together with the authorization number and a detailed description of the problem, to Avtec's designated repair facility located within the United States. Avtec's repair facility will only assist Customers with online RMA processing pursuant to the terms of this warranty and will not provide any troubleshooting, configuration or installation assistance. Telephone calls to Avtec maintenance and support service teams will not be accepted unless Hardware is under warranty or Customer has purchased a valid Avtec maintenance service contract that is in effect as of the time of the call. The Hardware must be returned in its original or equivalent packaging, and all shipping charges, risk of loss or damage during the return shipment, and the cost of insurance, is Customer's sole responsibility. The RMA number must be included on the outside carton label of the returned item. Avtec shall repair or replace the Hardware and return it at Avtec's expense to Customer's point of shipment. Customer has the risk of loss and damage to any Hardware returned to Avtec for repair or replacement until receipt by Avtec of such Hardware. Avtec shall assume the risk of loss and damage to any Hardware returned to Avtec for repair or replacement from receipt until delivery to Customer's point of shipment, excluding Puerto Rico and U.S. possessions and territories, (at Avtec's expense). If Avtec determines, in its reasonable discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by Avtec, including all shipping expenses, shall be paid by Customer. AVTEC SHALL HAVE NO LIABILITY WITH RESPECT TO DATA CONTAINED IN ANY HARDWARE RETURNED TO AVTEC. For any Hardware or parts thereof repaired or replaced under this Section 15, the warranty period applicable to the Hardware will continue for the longer of (c) the remainder of the original warranty period or (d) 90 days after the repaired or replaced Hardware is returned to Customer.
16. Exclusions. The foregoing warranty and remedies are for Customer's exclusive benefit and are nontransferable. Any and all warranties shall be deemed void and no warranty will apply if the Hardware or Software: (i) has been altered except by Avtec; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Avtec in the enclosed Documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Avtec disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. Avtec warranty obligations do not include installation support.

## EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, AVTEC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF ABSENCE OF HIDDEN DEFECTS AND ANY WARRANTY THAT MAY ARISE BY REASON OF USAGE OR TRADE OR COURSE OF DEALING

17. Intellectual Property. Avtec warrants that it is the owner of Software and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property and other rights granted in this Agreement without the further consent of any third party. If the Software becomes, or in Customer's reasonable opinion is likely to become, the subject of any claim, suit, or proceeding arising from or alleging infringement of any intellectual property right, or in the event of any adjudication that the Software infringes any such right, Avtec, at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Software; or (ii) replace or modify the Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality relied upon by Customer. The remedies set forth in this Section 17 are not exclusive of any others Customer may have.
18. Limitation of Remedies. Except for Avtec's indemnity obligations and notwithstanding any other provisions of any agreement between Avtec and Customer, Customer's exclusive remedy in respect of or related (directly or indirectly) in any way to any defective Product or Service (including without limitation the design, use, suitability, performance, features, characteristics or other aspects thereof, whether or not covered by any warranty) shall be for Avtec, at Avtec's option, to either: (i) repair or correct the defect within a reasonable time; (ii) replace the Product in question with an identical but non-defective product; (iii) replace the Product in question with a different Product whose functionality is substantially the same as the Product being replaced; (iv) re-perform the Service, or (v) refund to Customer all charges in respect of the Product or Service previously paid by Customer to Avtec; provided, however, if the Service in question is a Service rendered over an extended term, such refund shall not exceed such charges as were incurred during the 180 day period prior to the termination of the agreement providing for the Services.

Initials $\qquad$
19. Limitation of Liability. EXCEPT AS PROVIDED HEREIN, AVTEC'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT, STATUTORY WARRANTY, INFRINGEMENT OR OTHERWISE, WILL BE LIMITED TO ACTUAL, PROVABLE DAMAGES NOT TO EXCEED ONE HUNDRED PERCENT (100\%) OF THE SUMS PAID BY CUSTOMER TO AVTEC FOR HARDWARE SOFTWARE AND SERVICES PROVIDED TO CUSTOMER IN THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE CLAIM.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY LOST PROFITS, OR LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF SYSTEM(S) PURCHASED HEREUNDER, OR THE FAILURE OF THE SYSTEM(S) TO PERFORM, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to conflicts or choice of law provisions.
21. Entire Agreement. This Agreement, any sales quotes, amendments, orders and SOWs made hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof. In addition, this Agreement supersedes and replaces any and all prior agreements or arrangements between the Parties, whether oral or written.
$\qquad$

1651 N. York
P.O. Box 1613

Muskogee, OK 74402

| DATE | ESTIMATE NO. |
| :---: | :---: |
| $12 / 7 / 2021$ | 2043 |

## NAME / ADDRESS

Pryor Police Department
Attn: Accounts Payable
214 S. Mill
Pryor OK 74361

| DESCRIPTION | QTY | COST | TOTAL |
| :---: | :---: | :---: | :---: |
| ANTENNA EQUIPMENT |  |  |  |
| DB224 DIPOLE ANTENNA 150-160MHZ | 3 | 858.00 | 2,574.00 |
| ANT850F2 ANTENNA $806-896 \mathrm{MHZ}$ | 3 | 760.00 | 2,280.00 |
| CONTROL STATION COMBINER | 1 | 18,250.00 | 18,250.00 |
| GPS ANTENNA | 1 | 300.00 | 300.00 |
| DB5001 OFFSET BRACKET | 6 | 205.00 | 1,230.00 |
| DB365 ANTENNA CLAMPS | 2 | 65.00 | 130.00 |
| AVA5-50 7/8" HELIAX | 220 | 7.00 | 1,540.00 |
| 78EZNF 7/8" N FEMALE CONN | 6 | 42.00 | 252.00 |
| 7/8" HOIST GRIP | 3 | 25.00 | 75.00 |
| 7/8" GROUND KIT | 6 | 25.00 | 150.00 |
| LDF4-50 1/2" HELIAX | 340 | 3.00 | 1,020.00 |
| 1/2" HOIST GRIP | 5 | 25.00 | 125.00 |
| 1/2" GROUND KITS | 15 | 25.00 | 375.00 |
| L4TNM-PSA $1 / 2^{\prime \prime}$ N MALE CONN | 3 | 25.00 | 75.00 |
| L4TNF-PSA $1 / 2^{\prime \prime}$ N FEMALE CONN | 11 | 25.00 | 275.00 |
| DGXZ-06NFNF-A POLYFASER $800-2500 \mathrm{MHZ}$ | 1 | 136.00 | 136.00 |
| IS-B5OHN-C2-MA POLYFASER $125-1000 \mathrm{MHZ}$ | 6 | 81.00 | 486.00 |
| FSJ4-50 1/2" HELIAX | 425 | 4.50 | 1,912.50 |
| F4NMV2-HC 1/2" ${ }^{\prime \prime}$ MALE CONN | 10 | 28.00 | 280.00 |
| AVA5-50 7/8" HELIAX | 150 | 7.00 | 1,050.00 |
| 78EZNM 7/8" ${ }^{\text {N MALE CONN }}$ | 4 | 36.00 | 144.00 |
| RF JUMPER | 3 | 50.00 | 150.00 |
| FSJ1-50 1/4" HELIAX | 100 | 2.00 | 200.00 |
| F1PNM-HF 1/4" N MALE CONN | 10 | 32.00 | 320.00 |
| 204376-4 4 HOLE ENTRY PORT | 1 | 125.00 | 125.00 |
| 2 HOLE 7/8" BOOT ASSEMBLY | 1 | 45.00 | 45.00 |
| 4 HOLE $1 / 2^{\prime \prime}$ BOOT ASSEMBLY | 2 | 45.00 | 90.00 |
| WEATHER PROOFING | 7 | 20.00 | 140.00 |
| RADIO TECHS | 1 | 7,000.00 | 7,000.00 |
| TOWER CREW | 1 | 15,960.00 | 15,960.00 |
| GROUNDING SYSTEM |  |  |  |
| TINNED GROUND BAR 20" | 2 | 280.00 | 560.00 |
|  |  | TAL |  |

## 1651 N. York

P.O. Box 1613

Muskogee, OK 74402

| DATE | ESTIMATE NO. |
| :---: | :---: |
| $12 / 7 / 2021$ | 2043 |

NAME / ADDRESS
Pryor Police Department
Attn: Accounts Payable
214 S. Mill
Pryor OK 74361

| DESCRIPTION | QTY | COST | TOTAL |
| :---: | :---: | :---: | :---: |
| 2/O BARE COPPER | 175 | 5.00 | 875.00 |
| GROUND RODS | 11 | 24.00 | 264.00 |
| CADWELD MOLD | 1 | 120.00 | 120.00 |
| CADWELD MOLD | 1 | 120.00 | 120.00 |
| 115 CADWELD SHOTS | 2 | 93.00 | 186.00 |
| \#2 TINNED COPPER | 120 | 3.00 | 360.00 |
| IGNITER | 2 | 9.50 | 19.00 |
| 90 CADWELD SHOTS | 2 | 77.00 | 154.00 |
| 65 CADWELD SHOTS | 1 | 111.00 | 111.00 |
| 45 CADWELD SHOTS | 1 | 89.00 | 89.00 |
| GAW910 INSPECTION WELL | 1 | 95.00 | 95.00 |
| GROUND BAR 20" | 2 | 185.00 | 370.00 |
| 2/O GREEN INSULATED COPPER | 250 | 7.50 | 1,875.00 |
| \#2 GREEN INSULATED COPPER | 200 | 4.70 | 940.00 |
| \#6 GREEN INSULATED COPPER | 200 | 2.10 | 420.00 |
| GROUND BAR 12" | 2 | 123.00 | 246.00 |
| VERTICAL GROUND BAR | 4 | 130.00 | 520.00 |
| \#2 GROUND LUGS 3/8" 2 HOLE | 20 | 4.24 | 84.80 |
| \#6 GROUND LUGS 3/8" 2 HOLE 50PKG | 1 | 173.00 | 173.00 |
| \#6 GROUND LUGS 1/4" 50PKG | 3 | 100.00 | 300.00 |
| STAINLESS SLEEL HARDWARE | , | 300.00 | 300.00 |
| ORANGE C-TAPS | 30 | 8.50 | 255.00 |
| PINK C-TAPS | 30 | 6.00 | 180.00 |
| PLASTIC STANDOFFS 100 PKG | 1 | 125.00 | 125.00 |
| 1101-808-1 TYPE 2 TVSS | 1 | 2,350.00 | 2,350.00 |
| 1101-356-1 8 CIRCUIT RACKMOUNT TVSS | 4 | 995.00 | 3,980.00 |
| RMP615A RACKMOUNT 6 OUTLET TVSS | 8 | 275.00 | 2,200.00 |
| TRN7343 STEEL RACKS | 4 | 700.00 | 2,800.00 |
| RACK SHELVES | 4 | 126.00 | 504.00 |
| 0784469Y02 CABLE MANAGEMENT BRACKET | 16 | 109.00 | 1,744.00 |
| CABLE TRAY SYSTEM | 1 | 1,500.00 | 1,500.00 |
| GROUNDING, RACKS, CABLE TRAY INSTALLATION | 1 | 22,344.00 | 22,344.00 |
| RADIO EQUIPMENT |  |  |  |
| AAR10JCGANQ1AN SLR5700 REPEATER | 1 | 2,852.00 | 2,852.00 |
|  |  | TOTAL |  |

## 1651 N. York

P.O. Box 1613

Muskogee, OK 74402

| DATE | ESTIMATE NO. |
| :---: | :---: |
| $12 / 7 / 2021$ | 2043 |

## NAME / ADDRESS

Pryor Police Department
Attn: Accounts Payable
214 S. Mill
Pryor OK 74361


## LEASE/PURCHASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this $\qquad$ day of $\qquad$ 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 $\qquad$ day of_,

## LESSOR leases to LESSEE AND LESSEE leases from LESSOR that certain Equipment described as follows: <br> 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 descripted in Exhibit A the sums described in Exhibit B (Payment Schedule), with $\qquad$ 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 $\qquad$ . The interest rate is $1.98 \%$ simple interest.

## ARTICLE II DELIVERY OEEOUIPMENT

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 EOUIPMENT

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 <br> 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 <br> 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 <br> 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 <br> 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 <br> 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 DEEAULT

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 EOUIPMENT
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 <br> OPCION 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 <br> 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 <br> 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 GOVERNINGLAW

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 XVII

This agreement shall terminate on $\qquad$ , 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 $\qquad$ -. Lessor and Lessee agree that under no circumstances will the agreement be extended beyond $\qquad$ . 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.

## ARTICLEXX <br> 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 $\qquad$ day of $\qquad$

## ATTEST:

"Bank of Commerce "
BY: $\qquad$
Adam Anderson, President
$\qquad$
City of Pryor Creek, Oklahoma, LESSEE:

BY: $\qquad$
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 $\qquad$ day of $\qquad$ , 2021

ATTEST:

Eva Smith, City Clerk for City of Pryor Creek, Oklahoma
Approved as to form and legality:

K. Ellis Ritchie,<br>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 $\qquad$ 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: $\qquad$

## STATE OF OKLAHOMA)

## )

COUNTY OF MAYES) SS.
Before me, the undersigned, a Notary Public in and for said County and State, on this $\qquad$ ${ }^{\text {th }}$ 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: $\qquad$

## EXHIBIT C

## LEASE PAYMENTS / PAYMENT SCHEDULE <br> City of Pryor Creek <br> DTD: <br> $\qquad$

| 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 $\qquad$ 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 $\qquad$ 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 $\qquad$ .

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 thecalendar year $\qquad$ .

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 $\qquad$ , immediately prior to the issuance and delivery of the Payment Obligations.
$\qquad$
CITY OF PRYOR CREEK, MAYES COUNTY, OKLAHOMA
By:
Name:
Title:
Date:

## EXHIBIT C <br> 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 $\qquad$ (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 $\qquad$ and on the $\qquad$ 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: $\qquad$

## LESSEE:

(CITY SEAL)

City of Pryor Creek
By:
Name: $\qquad$
Title: $\qquad$
(To be executed and delivered at the time of delivery of the Lease Facilities.)

| DATE | ESTIMATE NO. |
| :---: | :---: |
| $12 / 13 / 2021$ | 2626 |

NAME / ADDRESS
Pryor Fire Department
Attn: Accounts Payable
833 S. Elliott
Pryor OK 74361

video system for license plate recognition. This is paid for by the Attorney General's SAFE Oklahoma Grant, from Donation Police Attorney General Grant Account \#96-965-5503.
k. Discussion and possible action regarding an expenditure in the amount of $\$ 15,450.00$ to WatchGuard for the purchase of (2) Watchguard 4RE in-car cameras and Vista body camera packages which include warranties, licensing, networking option, and technical services. Watchguard is the current in-car and body camera system used by the Pryor Creek Police Department. This is paid for by the Attorney Generals' SAFE Oklahoma Grant, from Account \#96-965-5503.
Motion was made by Smith, second by Chitwood to approve items $\mathrm{a}-\mathrm{k}$, less items a, h and i . Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield. Voting no: none.
a. Approve minutes of the December $\mathbf{1 5}^{\text {th }}, \mathbf{2 0 2 0}$ Council meeting with amendment. Motion was made by Ketcher, second by Smith to approve minutes of the December $15^{\text {th }}, 2020$ Council meeting. Voting yes: Thompson, Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel, Abstaining, counting as a no vote: Nance. Voting no: none.
h. Discussion and possible action regarding reappointing Mayor as representative to the Grand Gateway Board of Directors for 2021 or accepting nominations from Council.
Motion was made by Tramel, second by Chitwood to reappoint Mayor as representative to the Grand Gateway Board of Directors for 2021. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson. Voting no: none.
i. Discussion and possible action to approve the Pryor Creek Police Department to move forward with the purchase of Motorola Spillman Flex records management system at a cost of $\$ 218,913.00$ and with recommended funding via a Lease Purchase Agreement with the Bank of Commerce at the interest rate of $1.99 \%$ for a term of 10 years. The annual expense of $\$ 24,012.00$ is to be funded from Police
Equipment Capital Outlay Account \#44-445-5424. Other bids received: RCB Bank at 2.67\% and First Pryority Bank at $3.17 \%$. (Scrivener's error: cost should read \$217,643.00).
Motion was made by Shropshire, second by Ketcher to approve the Pryor Creek Police Department to move forward with the purchase of Motorola Spillman Flex records management system at a cost of \$217,643.00 and with recommended funding via a Lease Purchase Agreement with the Bank of Commerce at the interest rate of $1.99 \%$ for a term of 10 years. The annual expense of $\$ 24,012.00$ is to be funded from Police Equipment Capital Outlay Account \#44-445-5424. Other bids received: RCB Bank at 2.67\% and First Pryority Bank at $3.17 \%$.
Mr. Ritchie stated that two items need to be noted in the agreement:

1. Purchaser should be the bank, not the City.
2. When dealing with financing, interest to be paid needs to be determined taxable or non-taxable. The agreement is drafted as nontaxable since the City is nontaxable. The reason this is important is that in a calendar year, a municipality is only legally allowed to borrow up to $\$ 10$ million. We need to keep this in mind in case we consider borrowing more this calendar year that might exceed $\$ 10$ million.
Voting yes: Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

## 7. COMMITTEE REPORTS:

a. Budget and Personnel (Brakefield)

Brakefield reported that the Budget and Personnel Committee will meet Tuesday, January 12 ${ }^{\text {th }}$, 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 $11^{\text {th }}$, 2021 at 5:30 p.m.
c. Street (Smith)

Smith had no report. Buddy thanked the Council for the approval of the new equipment via Smith.

## 8. UNFORESEEABLE BUSINESS.

(ANY matter not reasonably foreseen prior to posting of agenda.)
Tramel reported that he received word that the Health Department is overwhelmed, so if anyone can assist they would be welcome. Chitwood reported that the Medical Reserve Corp has been activated if they can help in any way.

## 9. ADJOURN.




[^0]:    Kim Ritchie, City Attorney
    Dated: $\qquad$

