

Cleveland County, OK
Cleveland County Office Building

201 South Jones
Norman, OK 73069
Suite 200

10:25:18 AM

FILED IN OFFICE
COUNTY CLERK
NORMAN, OK

Printed on 4/10/2026
Pamela Howlett,
County Clerk, Cleveland County



Pam Howlett

Board of County Commissioners
Regular Meeting Agenda - Final

Monday, April 13, 2026
1:00 PM

Jacob McHughes - Chairman
Rusty Grissom - Vice Chairman
Rod Cleveland - Member

<https://www.clevelandcount yok.com/>

Pam Howlett, County Clerk

Prayer and Pledge of Allegiance**Meeting Called to Order****Roll Call**

Notice of the meeting was properly posted on April 10, 2025.

For purposes of this agenda “Action” means any of the following: amending, approving, approving as amended, deferring, denying, giving instructions to staff, making a recommendation to another public body, receiving documents or presentations, referring to committee, reconsidering, re-opening, returning, striking or postponing the item.

Approval of Minutes

1. Discussion and possible action concerning the minutes from the Board of County Commissioners' regular meeting held on Monday, April 6, 2026.

[2026-04-06 Minutes](#)

Public Comment: Comments from the public will be allowed on any item listed on the agenda. Public comments will be accepted on a first come, first serve basis and are limited to two (2) minutes per person, for a total of ten (10) minutes. Individuals who wish to participate in the public comment portion of the meeting should complete a "Request to Speak" form at the beginning of the meeting and specify the agenda item they want to discuss.

Consent Items

Items on the consent agenda are routine in nature and approved with a single vote. However, any item on the consent agenda is subject to individual consideration at the request of a member of the body.

District 1

2. Discussion and/or Action regarding: City of Oklahoma City (CITY)- Mutual Cooperation Agreement pursuant to 69 O.S. §1903, et seq. It is to the mutual benefit of the citizens to enter into this agreement pertaining to grading, draining, and hard surfacing of certain streets with the CITY which are continuations or connecting links in the State or County Highway system or other project that mutually benefit the two jurisdictions, and is located within Cleveland County. This agreement will be for July 1, 2026 thru June 30,2027.

[2026-2027 INTERLOCAL AGREEMENT OKC](#)

3. Discussion and possible action regarding approval of the agreement with the City of Oklahoma City, Proj # PJ-CL-0073 for base repair and chip seal of S. Midwest Boulevard between SE 149th and SE 179th approx 2 miles.

[PJ-CL-0073 AGREEMENT APRIL 2026 4-13-26](#)

4. Discussion and possible action for District #1 to purchase a Landoll Trailer from Bruckner's using \$111,365.83 in ARPA funds, Proj Code 3.006, Object Code 54818 with remaining \$24, 146.17 to be paid for from District #1 Hwy Unrestricted Capital 110910-55000.

[Trailer](#)

County Clerk

5. Discussion, review audit, approve, or disallow blanket purchase order submitted. A report will be available for distribution at the meeting or may be obtained from the County Clerk.
6. Discussion, review audit, approve, or disallow claims for payment of Travel, Maintenance & Operations, and Capital Outlay. A report will be available for distribution at the meeting or may be obtained from the County Clerk.
7. Discussion and possible action regarding claims for Payment of Personnel Services for payroll period ending March 31, 2026.

[Payroll](#)

8. Discussion and possible action regarding the Cleveland County Clerk March 2026 Monthly Report.

[County Clerk March 2026 Monthly Report](#)

Assessor

9. Discussion and possible action regarding County Assessor's monthly report for the Month of March 2026.

[MARCH 2026 DEPOSIT](#)

Fairgrounds

10. Discussion and possible action regarding approval of a new Independent Contractor Agreement (setup crew) for Brileigh McClain

[Farm Market Labor Contractor Agreement FY 27 - Brileigh Setup](#)

11. Discussion and possible action regarding approval of a DUO Capacity Building Grant for the Norman Farm Market

[DUO GRANT](#)

Sheriff

12. Discussion and possible approval of the renewal agreement with Central Square for the Cleveland County Sheriff's Office. Central Square provides the jail management system currently utilized across all divisions within the Sheriff's Office. The proposed renewal will transition the system to a cloud-based platform, enhancing accessibility, reliability, and system performance. The agreement term will run from June 26, 2026, through November 25, 2026.
This renewal represents a six-month prorated agreement in the total amount of \$14,157.58.

[Central Square Renewal Quote # Q-243812](#)

13. Discussion and possible action regarding the submission of the March month-end reports for the Sheriff's Official Depository General Ledger.

[March 2026 - Month End Reports](#)

Emergency Management

14. Discussion and possible action regarding - Quote from UniFirst for AED supplies for \$4,472.00.

[UniFirst](#)

End of Consent Agenda

Bid Opening

15. Discussion and possible action regarding Bid #COM-2185 Glass replacement for 631 E. Robinson Norman, OK

[Bid 2185](#)

16. Discussion and possible action regarding Bid #COM-2190 Installation of a new air handler for the courthouse and business offices in Norman. Includes removal of the old unit and installation of a new unit and all related components. (ARPA funds)

[Bid 2190](#)

17. Discussion and possible action regarding Bid #SHE-2192-One-year (1) non-encumbered contract for the purchase of ammunition for the Cleveland County Sheriff's Office. Bid term will run from May 1, 2026 to April 30, 2027.

[Bid 2192](#)

Unfinished Business: Discussion, Consideration and/or Action regarding the following items that were previously Accepted and Postponed.

18. Discussion and possible action regarding Bid #HWY-2191-One (1) year non-encumbered contract for Highway and Bridge Materials for the County Commissioners. The bid term will start May 5, 2026 and end on May 4, 2027.

[Bid HWY2191](#)

Items of Business

19. Consideration and action upon a Resolution authorizing and approving the sale of the Cleveland County Recreational and Entertainment Facility Authority's Bond Anticipation Note, Series 2026A to Clayton Holdings, LLC, a wholly owned subsidiary of Commerce Bank, as Purchaser (the "Purchaser") authorizing and approving the waiver of competitive bidding with respect to the sale of said Note to the Purchaser, and ratifying and affirming prior actions of the Board of County Commissioners taken at the March 2, 2026 Regular Meeting of the Board of County Commissioners

New Business: As per 2001 25 O.S. § 311(A)(9) - "New Business" as used herein, shall mean any matter not known or which could not have been reasonably foreseen prior to the time of posting.

Board Member Statements and Announcements

Executive Session

20. Discussion and possible action regarding **Executive Session for the purpose of the following:** Pursuant to 25 O.S. §307 (B)(4), confidential communications between a public body and its attorney, Pierce, Couch, Hendrickson, Baysinger & Green, concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.
21. **Executive Session for the purpose of the following:** Pursuant to 25 O.S. §307 (B)(4), confidential communication between a public body and its attorney, Pierce, Couch, Hendrickson, Baysinger & Green, concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.

22. **Executive Session for the purpose of the following:** Pursuant to 25 O.S. §307 (B)(1), discussion of hiring and employment of Charles Hamilton for the position of Fair Grounds Manager.
23. **Action Regarding Executive Session** for the purpose of the following: Pursuant to 25 O.S. §307 (B)(1), for hiring and employment of Charles Hamilton for the Fair Grounds Manager.

Adjourn

Cleveland County, OK
Cleveland County Office Building

*201 South Jones
Norman, OK 73069
Suite 200*



Board of County Commissioners
Meeting Minutes - Final

Monday, April 6, 2026
1:00 PM

*Jacob McHughes - Chairman
Rusty Grissom - Vice Chairman
Rod Cleveland - Member*

<https://www.clevelandcount yok.com/>

Brian Wint led the group in Prayer and Pledge of Allegiance.

Meeting Called to Order

Roll Call

Present: Chairman Jacob McHughes, Vice Chairman Rusty Grissom,
and Member Rod Cleveland

Notice of the meeting was properly posted on April 2, 2026.

Approval of Minutes

1. Discussion and possible action regarding approval of the Board of County Commissioners' meeting minutes from Monday, March 30, 2026.

[2026-03-30 Minutes](#)

A motion was made by Vice Chairman Grissom, seconded by Member Cleveland, to approve the Board of County Commissioners' meeting minutes from Monday, March 30, 2026. The motion carried by the following vote:

Aye: 3 - Member Cleveland, Chairman McHughes, and Vice Chairman Grissom

Public Comment: No comments from the public were made during this meeting.

For purposes of this agenda "Action" means any of the following: amending, approving, approving as amended, deferring, denying, giving instructions to staff, making a recommendation to another public body, receiving documents or presentations, referring to committee, reconsidering, re-opening, returning, striking or postponing the item.

Consent Items

Chairman Jacob McHughes said that the Consent Agenda items are routine in nature and are subjected to individual consideration at the request of a member of the body. A motion was made by Member Cleveland, seconded by Chairman McHughes, to approve the Consent Agenda (Items 3 through 17) with the exception of Item No. 2, which is moved to the end of the consent docket for individual attention. The motion carried by the following vote:

Aye: 3 - Chairman McHughes, Vice Chairman Grissom, and Member Cleveland

3. Discussion and possible action regarding - Subdivision Participation and Release Form for the Six Remnant Defendants Settlement for a new proposed national opioids settlement.

[Opioid Settlement Signed Doc](#)

4. Discussion and possible action regarding - Accept donation to Cleveland County General Fund in the amount of \$176.68, generated as a result of Meta payments for Facebook posts.

[Agenda Request Form](#)

5. Discussion and possible action regarding - Blankets under ARPA Project #2.013, Object Code 54825 as follows: 1)\$400.00 - Brileigh McClain - Youth Wellness 2)\$400.00 - David Shroyer - Youth Wellness 3)\$4,000.00 - Amazon - Walk, Bike, Skate

[Agenda Request Form for ARPA PO's](#)

Highway District 3

6. Discussion and possible action regarding - District 3 from Pinnacle to accept and execute the claim form for submission to the Oklahoma Department of Transportation for payment of Condemnation Case # CJ-2025-1287 for Parcel 48 for \$8,631.00 on Project #J3-1255(004).

[Agreed JE - CJ-2025-1288](#)

[Cleveland County claim #5](#)

Sheriff

7. Discussion and possible approval of an agreement with Standley Systems for the lease of a Ricoh IM C4510 multifunction device to be used at the new Sheriff's Office facility. The proposed agreement is issued under the state purchasing contract SW1034, which ensures competitive pricing and compliance with state procurement standards. The contract term is for 60 months with a monthly base payment in the amount of \$235.12.

[Standley Ricoh IM C4510 copier](#)

8. Discussion and possible approval of an agreement with Standley Systems for the lease of a Savin IM 4000 B/W Copier device to be used at the new Sheriff's Office facility. The proposed agreement is issued under the state purchasing contract SW1034, which ensures competitive pricing and compliance with state procurement standards. The contract term is for 60 months with a monthly base payment in the amount of \$129.01.

[Standley Savin IM 4000 B/W Copier](#)

9. Discussion and possible action to submit the Fiscal Year 2026 Annual Proposal to the Drug Enforcement Administration also know as the DEA. Cleveland county continues to be a popular destination for illegal marijuana grows and travel for the transnational drug trafficking organizations trafficking illegal marijuana, THC and its derivatives along with other illegal drugs. The DEA's annual strategic proposal focuses on addressing the drug crisis through a comprehensive approach that includes: Aircraft Expenses, Clothing & Protective Gear, Container/space rental, Equipment, Miscellaneous Commercial Contracts, Overtime, Supplies/Materials, Training, Travel/Per Diem, Vehicle Rental. The DEA is looking to allocate funds to the Cleveland County Sheriff's Office in the amount of \$44,000 to be used towards Aircraft Expenses (\$2,000), Clothing & Protective Gear (\$5,000), Equipment (\$13,000), Overtime (\$22,000), and Training (\$2,000).
The Cleveland County Sheriff's Office Narcotics Unit suppression operations of illegal marijuana from October 1,2024 to present:
Amount of marijuana seized: 919 lbs
Number of marijuana plants seized: 1,873
Arrests: 103
Firearms seized: 13
Currency seized: \$20,000

[20260401091747784](#)

Court Clerk

10. Discussion and possible action regarding - Monthly Reports for the Cleveland County Court Clerk for periods ending 12.31.2025, 01.31.2026 and 02.28.2026.

[Court Clerk Monthly Report Period Ending 12.31.2025](#)

[Court Clerk Monthly Report Period Ending 01.31.2026](#)

[Court Clerk Monthly Report Period Ending 02.28.2026](#)

County Clerk

11. Discussion and possible action regarding the Schedule of Expenditures of Federal Awards (SEFA) for the Fiscal Year Ended June 30, 2025.

[2026-04-06 County Clerk SEFA Report](#)

12. Discussion and possible action regarding a contract between the County and LG Contracting & Building LLC, totaling \$24,500.00, for materials, labor and services as specified for a proposed Granicus Office Space in the County Clerk's Office.

[2026-04-06 County Clerk Contract](#)

13. Discussion, review, audit, approve, or disallow blanket purchase order submitted. A report will be available for distribution at the meeting or may be obtained from the County Clerk.
14. Discussion, review audit, approve, or disallow claims for payment of Travel, Maintenance & Operations, and Capital Outlay. A report will be available for distribution at the meeting or may be obtained from the County Clerk.

Assessor

15. Discussion and possible action regarding approval to renew contract with TASC -Total Assessment Solutions Corp. Oil & Gas Assessments.
Last year \$25,500
This year 25,500. 7-1-26 through 6-30-27

[TASC OIL & GAS CONTRACT 2026-2027](#)

Treasurer

16. Discussion and possible action regarding County Treasurer's Fee of Daily Collections for the Month of March 2026

[Treasurer's Monthly Report March 2026](#)

Fairgrounds

17. Discussion and possible action regarding Register for Mitchell's Shade for Everyone Community Tree Giveaway, a program designed to expand Oklahoma City's urban canopy and support greener neighborhoods. Apply to receive 5 Redbud trees for the Cleveland County Fair Grounds, and 5 Crape Myrtle trees for Slaughterville Park.

[Scissor Tail Park](#)

End of Consent Agenda

Return to Item No. 2 - NACO IT Contract: Following a brief discussion, a motion was made by Member Cleveland, seconded by Vice Chairman Grissom, that this item be approved - Contract for consulting services as an independent contractor with National Association of Counties Information Technologies Reservist Program. Recommended budgeted expense is \$9,500.00. Motion carried by the following vote:

Aye: 3 - Chairman McHughes, Vice Chairman Grissom, and Member Cleveland

Bid Opening

18. Discussion and possible action regarding Bid #HWY-2191-One (1) year non-encumbered contract for Highway and Bridge Materials for the County Commissioners. The bid term will start May 5, 2026 and end on May 4, 2027.

[Agenda Request #HWY-2191](#)

A motion by Chairman McHughes, seconded by Vice Chairman Grissom, approved acceptance of the bids and postponed the decision to approve or reject them until a later date. This delay allows review and tabulation of the bids and qualification of each bidder, with a report presented to the Board of County Commissioners. The motion carried by the following vote:

A & A Trucking, Inc; Advanced Workzone Services; Ada Aggregates; B & B Sod Farms, LLC; CL Boyd; Centerline Supply, Inc; Central Salt, LLC; Compass Minerals America Inc; Core and Main; Dolese; Dub Ross Company, Inc; General Materials, Inc; Haskell Lemon Construction Co; Kirby Smith Machinery Inc; Little River Mining Company, LLC; Martin Marietta Prairie Dirt Solutions; The Railroad Yard; Sunbelt Equipment & Supply LLC; TSD Supply Company; Van Eaton Ready Mix; and Warren Cat.

Aye: 3 - Member Cleveland, Chairman McHughes, and Vice Chairman Grissom

Items of Business

19. Discussion and possible action regarding County-wide Burn Ban.

[Cancel Burn Ban 4-6-26](#)

Following the recommendation of Emergency Manager George Mauldin, noting that the fire risk levels have decreased significantly and the county has received beneficial rainfall, Chairman McHughes moved, seconded by Vice Chairman Grissom, to lift the burn ban due to the reduced fire risk. The motion carried by the following vote:

Aye: 3 - Chairman McHughes, Member Cleveland, and Vice Chairman Grissom

20. Discussion and possible action regarding . Discuss, amend, and/or approve the Cleveland County Employee Wellness Program. This ARPA SLFRF-funded initiative is designed to ensure county employees have access to essential health services, preventive resources, and wellness supports that promote overall workforce health and well-being. Funding originally allocated for ARPA program administration will be redirected to prioritize initiatives that provide direct and lasting benefits to employees and the community they serve.

[Cleveland County Courthouse Wellness Initiative.docx](#)

A motion was made by Vice Chairman Grissom, seconded by Member Cleveland, to approve the Cleveland County Employee Wellness Program. The motion carried by the following vote:

Aye: 3 - Member Cleveland, Vice Chairman Grissom, and Chairman McHughes

No Board Member statements or announcements were made during this meeting.

Adjourn

A motion was made by Chairman McHughes, seconded by Vice Chairman Grissom, to adjourn the meeting at 1:10 P.M.. The motion carried by the following vote:

Aye: 3 - Chairman McHughes, Member Cleveland, and Vice Chairman Grissom

**Board of County Commissioners
CLEVELAND COUNTY, OKLAHOMA**

Chairman

ATTEST:

Pam Howlett, County Clerk

Minutes Prepared by: _____
Deputy County Clerk

AGREEMENT

CLEVELAND COUNTY AND CITY OF OKLAHOMA

This Mutual Cooperation Agreement is entered between the **BOARD OF COUNTY COMMISSIONERS, CLEVELAND COUNTY, OKLAHOMA**, (hereinafter referred to as "COUNTY") and **THE CITY OF OKLAHOMA CITY, OKLAHOMA**, (hereinafter referred to as "CITY") for FY 2026-2027.

Pursuant to 69 O.S. §1903, et seq. The governing boards of Cleveland County, Oklahoma, and the City of Oklahoma City, find that it is to the mutual benefit of the citizens of both the CITY and the COUNTY to enter into an Agreement of Mutual Cooperation pertaining to grading, draining, and hard surfacing of certain street within the CITY which are continuations or connecting links in the State or County Highway system or other projects that mutually benefit the two jurisdictions, and is located within Cleveland County.

WHEREFORE, in mutual consideration of the promises and covenants herein made, the parties hereto agree as follows:

1. If the CITY determines a need for grading, draining or hard surfacing on the CITY road which is a continuation or a connecting link in the State or County highway system; and located within Cleveland County, the CITY may make a written request for help with the material, labor/or equipment to accomplish the grading, draining and/or hard surfacing from the appropriate County Commissioner.
2. The CITY'S request shall be in writing and shall state the proposed work, what parties proposed to be done by the CITY and what part to be done by the COUNTY and the proposed time frame for completion of the work.
3. CITY may be billed, at the option of the COUNTY, for the actual cost (by agreement) of any and all materials, labor, etc.
4. Engineering for each project shall be the sole responsibility of the CITY.
5. COUNTY will determine and properly mark (sign) all detour routes, provide signage for all projects and call OKIES-ONE to ensure all utility lines/locations are properly identified for all work sites.
6. Projects where the COUNTY provides 100% of the labor will, within five (5) days of completion, be inspected by the CITY. If the CITY alleges any deficiencies in the manner in which the COUNTY work was performed, the CITY will provide written notice specifying those deficiencies within ten (10) days of the completion of said work.
7. During the time period work is being performed by the COUNTY or its agents, the COUNTY will be responsible for any damages caused by work performed by or on behalf

of the COUNTY. Once the CITY has provided written acceptance of the work provided by the COUNTY, the CITY shall bear responsibility for any claim or judgment rendered for damages proven to be a result of acts or omissions related to maintenance or operation of a City Road. "It is not the intent of the parties to create or add any duties or liabilities which are not mandated by the Governmental Tort Claims Act, 51 O.S. section 151 et seq., or other applicable state law."

8. The COUNTY retains the right to perform all of the work, requested, part of the work requested or none of the work, at the sole discretion of the COUNTY, with or without cause.
9. Other projects as may be defined by written addendum or modifications to this Agreement.
10. This Agreement shall be effective from July 1, 2026, through June 30, 2027, and may be renewed or extended annually by appropriate affirmative action of the governing bodies of both parties; provided, however, that in the event either party shall breach this Agreement, then, and in said event, the aggrieved party may terminate this Agreement, upon written notice to the breaching party.
11. This Agreement is subject to CITY materials or funds on hand, and to CITY fiscal year limitations.

COUNTY

APPROVED this ____ day of _____, 2026, **BOARD OF COUNTY COMMISSIONERS,
CLEVELAND COUNTY.**

Rod Cleveland, District #1 Commissioner

Jacob McHughes, District #2 Commissioner

Rusty Grissom, District #3 Commissioner

ATTEST:

County Clerk

Approved as to form and legality:

Assistant District Attorney

CITY

APPROVED by the COUNCIL and signed by the CITY OF OKLAHOMA CITY this _____ day
of _____, 2026.

ATTEST:

City Clerk

Mayor

APPROVED as to form and legality.

City Attorney

Approved as to form and legality:

Assistant Municipal Counselor

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS
OF CLEVELAND COUNTY AND THE CITY OF OKLAHOMA CITY,
PROJECT NO. PJ-CL-0073, BASE REPAIR AND DOUBLE CHIP SEAL.**

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Cleveland County, hereinafter referred to as “County,” and the City of Oklahoma City, hereinafter referred to as “City,” each a “Party” and collectively “the Parties.”

WITNESSETH:

WHEREAS, on May 20, 2025, the Parties entered into a General Mutual Cooperation Agreement for construction, improvement, repair, and maintenance of those roads, streets, and highways and other public facilities within the shared boundaries of the County and City; and

WHEREAS, pursuant to the General Mutual Cooperation Agreement the Parties desire to enter into this Agreement for the purpose of -reconstruction of S Midwest Boulevard - from SE 149th Street to SE 179th Street, (hereinafter referred to as the “Project”) as more particularly depicted in **Attachment “A”** (attached hereto and incorporated herein by reference); and

WHEREAS, the County desires to construct and complete the Project and pay for the labor, equipment, and materials necessary to do so, except for those costs for which the City agrees to pay, in accordance with the terms and conditions herein; and

WHEREAS, the City desires to pay for the cost of those materials and services listed in **Attachment “B”** (attached hereto and incorporated herein by reference) in accordance with the terms and conditions herein; and

WHEREAS, the estimated cost of the City’s share for this Project is two hundred fifty thousand eight hundred five dollars and seventy-eight cents (\$250,805.78) (hereinafter referred to as the “Estimated Cost”).

NOW, THEREFORE, BE IT AGREED in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. City:

- A. A. Upon execution of this Agreement, Oklahoma City will encumber three hundred thirteen thousand five hundred seven dollars and twenty-three cents, (\$313,507.23), being equal to 125% of the Estimated Cost (hereinafter referred to as the “Encumbered Cost”).

- B. Within thirty (30) days of receipt of invoice from the County, the City will pay the County one hundred seventy-five thousand five hundred sixty-four dollars and five cents (\$175,564.05), being equal to approximately 70% of the Estimated Cost (hereinafter referred to as the “Advance Payment”).
- C. Upon completion of the Project and within thirty (30) days of receipt of invoice from the County, the City will pay the County for the actual cost of the materials and services listed in Attachment B used to complete the Project (hereinafter referred to as the “Actual Cost”) less the amount of the Advance Payment, up to but not to exceed the Encumbered Cost.
- D. The City Engineer is authorized to approve payment to the County for the City’s obligations herein in an amount up to but not to exceed the Encumbered Cost.
- E. In the event the City is notified by the County that the Actual Cost is likely to exceed the Encumbered Cost, the Parties will promptly and in good faith negotiate a written amendment to this Agreement to account for such difference.
- F. The City shall have the right to inspect the Project during construction and prior to completion.
- G. Upon completion of the Project, dedication of the Project by the County to the City, and City acceptance of the dedication, the City will be responsible for maintaining the Project.

2. County.

- A. The County will construct and complete the Project in accordance with Oklahoma law.
- B. The County will commence construction of the Project within thirty (30) days of the date this Agreement is executed by the last of all Parties hereto.
- C. The County will move all encroaching fences to the limits of the statutory right-of-way as needed.
- D. The County will clean drainage ditches on each side of South Midwest Boulevard within the Project area as needed.
- E. The County will remove and replace existing culverts under South Midwest Boulevard within the Project area as needed and place upstream and downstream riprap protection at least six (6) feet on both sides of each culvert.
- F. The County will place sod on disturbed areas on each side of South Midwest Boulevard within the Project area.

G. The County will modify the Project subgrade width with 4% cement slurry or approved alternative and compact to 95% Standard Proctor Density and apply a double chip seal to the surface (2.00 Mile).

H. The County will promptly notify the City in writing whenever the County has reason to believe that the City's Actual Cost will be greater than the City's Encumbered Cost. As part of the notification, the County will provide the City with the basis for the increase and a revised estimated cost to account for the difference. The Parties will then promptly and in good faith negotiate a written amendment to this Agreement to account for such difference.

3. No Liability. No Party or entity shall be liable for the acts or omissions of the other Party or for failure to inspect or supervise the performance of the other Party.

4. Term. This Agreement shall become effective on the date this Agreement is executed by the last of all Parties hereto and will continue until completion and acceptance of the Project and payment of the County in accordance herewith. Party may sooner terminate this Agreement prior to commencement of construction of this Project upon written notice of at least fourteen (14) days. If terminated prior to commencement of construction, the County will refund the City's Advance Payment if already paid to the County. Once construction has commenced, the Parties may only terminate this Agreement upon written approval of City and the County.

5. Amendment and Assignment. This Agreement may only be amended or modified by a subsequent written agreement by the Parties. This Agreement cannot be assigned without written permission of both Parties.

THE REMAINDER OF THIS PAGE WAS LEFT INTENTIONALLY BLANK.

APPROVED by the Board of County Commissioners, Cleveland County, this
_____ day of _____, 2026.

**BOARD OF COUNTY COMMISSIONERS
CLEVELAND COUNTY, OKLAHOMA**

Chairman

Member

Member

ATTEST:

County Clerk

Deputy: _____

REVIEWED for form and legality.

Assistant District Attorney

APPROVED by the City of Oklahoma City this _____ day of _____, 2026.

ATTEST:

THE CITY OF OKLAHOMA CITY

City Clerk

Mayor

REVIEWED for form and legality.

Assistant Municipal Counselor

ATTACHMENT "A"
(Diagram/Map of Project Design, Project Location, Project Limits and City Limits)



ATTACHMENT "B"
(Materials and Services the Responsibility of the City)

ESTIMATED COST				
South Midwest Boulevard, SE 149th Street to SE 179th Street				
24' Pavement Width, Double Chip Seal and 8" Cement Slurry				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
MISC., EQIP. FUEL SURCHARGE	1	3%		\$7,305.02
TRAFFIC CONTROL SIGNS				\$20,000.00
CMP				\$10,000.00
CRUSHER RUN				\$0.00
12" ROCK	TONS	852.95	\$19.75	\$16,845.76
SURGE ROCK				\$0.00
SOLID SLAB SODDING	SY	10,325.000	\$1.80	\$18,585.00
Double Chip Seal	SY	18,000.000	\$2.75	\$49,500.00
CEMENT SLURRY/STABILIZATION	TONS	295.00	\$290.00	\$85,550.00
TACK COAT (SS-1)	GAL	1,600.00	\$2.45	\$3,920.00
HOT MIX ASPHALT TYPE S3 (PG64-22OK)	TONS	460.00	\$85.00	\$39,100.00
SUPERPAVE, TYPE S5 (PG76-28 OK)	TONS	0.00	\$55.00	\$0.00
TRAFFIC STRIPE (PLASTIC)(4"WIDE)	LF	0.00	\$0.65	\$0.00
TRAFFIC STRIPE(PLASTIC)(24"WIDE)	LF	0.00	\$3.00	\$0.00
			TOTAL	\$250,805.78

EXECUTION OF OFFER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and the Agreement and certifies:

1. It is a responsible company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP and the Agreement. *See* 2 CFR § 200.318(h).
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Agreement. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of the RFP and the Agreement.
3. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Proposer acknowledges that HCDE will rely on such statements, information, and representations in selecting the successful responsible Proposer(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. Submission of a proposal indicates the Proposer's acceptance of the evaluation technique and the Proposer's recognition that some subjective judgments may be made by HCDE and its membership as part of the evaluation.
7. That all of the requirements of this RFP and the Agreement have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted in the proposal.
8. The individual signing below has authority to enter into this on behalf of Proposer.
9. Proposer acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
10. This Agreement is subject to purchase orders duly authorized and executed by HCDE and or CP Member.

CORPORATE NAME:	BRUCKNER TRUCK SALES, INC		
AUTHORIZED SIGNATURE:	<i>Terry Anderson</i>		
PRINT NAME:	TERRY ANDERSON		
TITLE:	CORPORATE GOVERNMENT SALES MANAGER		
DATE:	13 DECEMBER, 2023		
ADDRESS:	9471 I-40		
CITY, STATE, ZIP CODE:	AMARILLO, TX 79118		
PHONE:	210-863-6478	FAX:	
EMAIL ADDRESS:	TANDERSON@BRUCKNERTRUCK.COM		
WEBSITE URL	BRUCKNERTRUCK.COM		

This Section to be Completed by HCDE

Contract Number: 24/019TC-01 Term of contract: 02/28/2024 to 02/27/2025

Vendor shall honor all CP Administrative Fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

Approved by Harris County Department of Education as a best value, responsible vendor:

Jesus Amezcua
Jesus Amezcua (Mar 1, 2024 18:03 CST)

 Jesus J. Amezcua, PhD., CPA, RTSBA
 Assistant Superintendent for Business Services

02/28/2024

 Board Approval Date

5.0 CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this RFP and are part of the terms and conditions of each Purchase Order or proposal forms issued in connection with this RFP. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS, REDLINED IN "RED" AND UPLOADED INTO THE RESPONSE ATTACHMENTS SECTION OF THE EBID SUBMISSION.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by HCDE/CP and eliminated from further consideration.

**CONTRACT BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION AND
BRUCKNER TRUCK SALES INC
FOR
MEDIUM AND HEAVY-DUTY TRUCKS, CHASSIS, TRAILERS
AND RELATED ITEMS AND SERVICES**

This Contract is entered into between HCDE/CP and Vendor, having submitted a proposal in response to this RFP issued by HCDE/CP and whose proposal has been accepted and awarded by HCDE. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCDE/CP and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

- 5.1. **Definitions**
The terms used in this Contract shall have the meanings assigned to them in **Section 1.0 Notice of Intent** of the RFP.
- 5.2. **Use of Contract by CP members**
Vendor agrees and understands that this RFP and Contract may be used to accomplish work for HCDE/CP, a local governmental entity. Vendor further agrees and understands that this RFP and Contract may also be utilized by CP members pursuant to the piggyback method, as contemplated in the U.S. Department of Agriculture Memorandum SFSP02-2017. Vendor agrees and understands that CP members include "school food authorities," as that term is defined by USDA/TDA.
- 5.3. **Contract Terms; Amendment**
The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's Purchase Order, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the CP member and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by HCDE/CP and, if necessary, the CP member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the HCDE Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.
- 5.4. **Term of Contract; Renewal of Contract**
The initial term of this Contract is for a period of one (1) year, with HCDE/CP having the option to renew the Contract for four (4) additional one-year terms, at HCDE's sole discretion, unless otherwise specified in **Section 6.0 Scope of Proposal**. Consequently, the total term of the Contract may be for a period of **five (5) years**. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.
- 5.5. **Termination of Contract; Survival**
This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of HCDE/CP and Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by HCDE and/or CP members and accepted by Vendor shall survive the expiration or termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and a CP member, all terms of this Contract shall continue to apply to the Supplemental Contract.

In the event of a breach or default of the Contract and/or the RFP by Vendor, HCDE/CP reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of HCDE/CP and/or CP members. HCDE/CP further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the RFP. HCDE/CP also reserves the right to terminate the Contract immediately, with written notice to Vendor, if HCDE/CP believes, in its sole discretion that it is in the best interest of HCDE/CP and/or CP members to do so.

In the event that a material change to the terms of the Contract occurs, then the Contract shall be allowed to expire and shall not be renewed upon the conclusion of the Contract's term. The phrase "material change" in this paragraph shall mean a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor. Upon the expiration of the Contract's term, HCDE/CP may issue a new RFP for the goods or services procured under the previous contract.

Vendor agrees that HCDE/CP shall not be liable for damages in the event that HCDE/CP declares Vendor to be in default or breach of this Contract and/or the RFP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

5.6. Prevailing Wage Rates – Construction/public works projects only

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, TEX. GOV'T. CODE Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the DAVIS-BACON ACT. In the event TEX. GOV'T. CODE Chapter 2258 applies to a product or service provided by Vendor to HCDE/CP or a CP member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by HCDE/CP or the CP member.

5.7. Change Orders

Pursuant to TEX. EDUC. CODE § 44.0411(a), for HCDE/CP and CP members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Purchase Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the CP member may approve change orders making the changes. The total Purchase Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. The CP member may grant general authority to an administrative official to approve the change orders. A Purchase Order with an original contract price of \$1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

5.8. Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws; minimum and maximum salary and wage statutes and regulations; prompt payment and licensing laws and regulations; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5); the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60); the McNamara-O'Hara Service Contract Act (41 U.S.C. 351); Section 306 of the Clean Air Act (42 U.S.C. § 1857h); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15); the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5); the Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act for procuring solid waste management services in a manner that maximizes energy and resource recovery when contract amount is in excess of \$10,000); the Education Department General Administrative Regulations ("EDGAR")/Uniform Guidance (2 C.F.R. Part 200); mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to HCDE/CP

and/or CP members, including, without limitation, the U.S. Department of Agriculture and/or Texas Department of Agriculture. Vendor understands that Vendor is ineligible to receive a contract award with HCDE/CP if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the CP member at cost as part of the Purchase Order, unless the permits are provided by the CP member. For the entire duration of this Contract, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the CP member's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. The states of individual CP members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements. When required or requested by HCDE/CP or a CP member, Vendor shall furnish HCDE/CP and/or the CP member with satisfactory proof of Vendor's compliance with this provision.

5.9. **Confidentiality**

Vendor and HCDE/CP agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and HCDE/CP understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that HCDE/CP and numerous CP members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability HCDE/CP and CP members, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, HCDE, or a CP member and determined by HCDE/CP or the CP member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

5.10. **Performance and Payment Bonds – Construction/public works projects only**

Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. TEX. GOV'T. CODE § 2253.001(4). Pursuant to TEX. GOV'T. CODE § 2253.021, a performance bond is required if a Purchase Order is in excess of \$100,000 for CP members that are governmental entities subject to Chapter 2253; a payment bond is required if a Purchase Order is in excess of \$25,000 for CP members that are governmental entities subject to Chapter 2253 and are not municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code, and a payment bond is required if a Purchase Order is in excess of \$50,000 for CP members that are governmental entities subject to Chapter 2253 and are municipalities or a joint board created under Subchapter D, Chapter 22 of the TEX. TRANSP. CODE.

5.11. **Title and Risk of Loss**

Whenever HCDE/CP or a CP member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of HCDE/CP or the CP member's acceptance of the product or payment of the applicable invoice.

5.12. **Warranty Conditions**

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE's or the CP member's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the RFP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the RFP, or Purchase Order.

5.13. **Criminal History Review**
Section 10.0 Attachment—Ch. 22 Contractor Certification: Contractor Employees (Required) must be submitted with packet, if applicable.

Prior to commencing any work under the Contract, if Vendor contracts with HCDE/CP member to provide services, Vendor must comply with all requirements relating to criminal history information required by TEX. EDUC. CODE Chapter 22. Vendor must also ensure subcontractors' compliance with TEX. EDUC. CODE, Chapter 22 requirements. Covered employees with disqualifying criminal history are prohibited from serving at HCDE/CP member locations; Vendor and any subcontracting entity may not permit a "covered employee" to provide services at a school if the employee has a "disqualifying criminal history" (as those terms are defined within the form). If Vendor receives information that a covered employee has a reported disqualifying criminal history, then Vendor will immediately remove the covered employee from the project/contract and notify HCDE/CP member in writing within three (3) business days. If HCDE/CP member, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by HCDE/CP member through the procurement and/or contracting processes, Vendor (and each subcontractor) agrees to discontinue using that covered employee to provide services on HCDE/CP member's project/contract. The criminal history record information review obligation applies if Vendor contracts with HCDE/CP member to provide services; it does not apply to a contract for the purchase of goods or real estate.

5.14. **Customer Support**

Vendor shall provide timely and accurate technical advice and sales support to HCDE/CP staff, and CP members. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to HCDE/CP staff and/or CP members regarding products and/or services supplied by Vendor, at no additional charge, if requested by HCDE/CP or a CP member.

5.15. **HCDE/CP and/or CP members' Property**

In the event of loss, damage, or destruction of any property owned by or loaned by HCDE/CP or a CP member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify HCDE/CP or the CP member and pay to HCDE/CP or the CP member the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of HCDE's or the CP member's determination of the amount due. If Vendor fails to make timely payment, HCDE/CP or the CP member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by HCDE/CP or the CP member.

5.16. **Tax Exempt Status**

HCDE/CP and all CP members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE § 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of CP members in states other than Texas. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. HCDE/CP and CP members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

5.17. **Other State Tax Requirements**

5.17.1. **Payment of Taxes by CP members Outside of Texas**

CP members outside of Texas will pay only the rate and/or amount of taxes identified in Vendor's proposal submitted in response to the RFP as appropriate to the specific CP member.

5.17.2. **State and Local Transaction Privilege Taxes**

The CP member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Vendor, as the seller, to remit. Failure to remit taxes from HCDE/CP and/or the CP member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

- 5.18. **State of Texas Franchise Tax**
By submitting a proposal in response to the RFP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.
- 5.19. **Tax Responsibilities of Vendor and Indemnification for Taxes**
Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold HCDE/CP and the CP member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.
- 5.20. **IRS W-9**
To receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with the CP member.
- 5.21. **Assignment of Contract**
Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of HCDE/CP and, if applicable, the CP member.
- 5.22. **Notification of Material Change**
Vendor is required to notify HCDE/CP when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.
- 5.23. **Performance**
Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.
- 5.24. **Subcontractors**
If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to HCDE/CP and CP members for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between HCDE/CP and any such subcontractor, nor shall it create any obligation on the part of HCDE/CP or CP members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.
- 5.25. **Non-Appropriation**
Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on HCDE/CP or any CP member by this Contract, HCDE/CP and CP members shall have the right to terminate this Contract, any Supplemental Contract, or Purchase Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of HCDE/CP or any CP member if it is determined by HCDE/CP or any CP member, at their sole discretion, that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order. The parties agree that this Contract, any Supplemental Contract, and/or any Purchase Order are commitments of the current revenue of HCDE/CP and CP members only.
- 5.26. **Ordering Procedures**
Purchase Orders are issued by HCDE/CP and/or CP members to the Vendor according to this Contract and any Supplemental Contract between HCDE/CP and the CP member. CP members must send Purchase Orders to HCDE/CP,

unless otherwise stipulated by HCDE/CP. HCDE/CP may request confirmation of receipt of the Purchase Order from Vendor.

HCDE/CP also may elect to require e-commerce functionality, in which Purchase Orders are sent directly to Vendor and reported by the CP member to HCDE/CP on a specified basis. The e-commerce approach must be approved by HCDE/CP prior to the start date of any Term of the Contract.

5.27. Invoices; Payments

5.27.1. Invoice Submission

Vendor shall submit invoices, in duplicate, directly to HCDE/CP or the CP member at the appropriate location(s) specified by HCDE/CP or the CP member. Each invoice shall include HCDE's or the CP member's Purchase Order number and HCDE/CP Contract Number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during HCDE's or the CP member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of HCDE's or the CP member's receipt shall be made available upon request by HCDE/CP or the CP member.

5.27.2. Invoice Payment

HCDE/CP or the CP member will make payments directly to Vendor. HCDE/CP or the CP member placing the Purchase Order with Vendor shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor. Neither HCDE/CP nor any CP member shall be liable for the indebtedness of any one CP member.

5.27.3. Payment Terms

TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by HCDE/CP and any CP member whose governing body meets only once a month or less frequently, **within forty-five (45) days** after the later of the following: (1) the date HCDE/CP or the CP member receives the products and services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date HCDE/CP or the CP member receives an invoice for the products or service. For CP members whose governing bodies meet more than once a month or more often, payments are due by those CP members **within thirty (30) days** after the later of the following: (1) the date the CP member receives product(s) under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the CP member receives an invoice for product(s) or service(s). Vendor agrees to pay any subcontractors the appropriate share of the payment received from HCDE/CP or the CP member not later than the **tenth (10th) day** after the date the Vendor receives the payment from HCDE/CP or the CP member.

The exceptions to payments made by HCDE, a CP member, and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

5.27.4. Remedies

In addition to all other rights and remedies that HCDE may have, HCDE shall have the right to setoff, against any and all amounts due to Vendor by HCDE, whether due under this Contract or any other agreement between HCDE (including any division of HCDE) and Vendor, any sums for which HCDE is entitled to under this Contract, as determined by HCDE in its sole discretion, including, without limitation, sums due by Vendor to HCDE as a result of indemnification obligations, warranty claims, and/or HCDE/CP Administrative Fee(s).

5.28. **Reporting**

The Vendor shall provide HCDE/CP the total dollar volume of all sales under this Contract for the previous month. Reports are due, at a minimum, monthly and no later than the fifteenth (15th) day of the month following the sale. Reporting shall be itemized by Purchase Order number and list the CP contract number, CP member name, date, and Purchase Order total dollar amount. Vendor is responsible for collecting and compiling all sales under this Contract from all CP members. Months without sales shall also be reported using the same reporting method.

The Vendor shall provide HCDE/CP with velocity/usage reports within five (5) business days of any request by HCDE/CP for such reports.

Reports shall be submitted in an electronic format to HCDE/CP at 6005 Westview, Houston, Texas 77055, or electronically mailed to supplyreporting@choicepartners.org.

5.29. **Pricing Changes**

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. In the event Proposer's prices will be adjusted or escalated upon a renewal (if any) of the fixed-price contract awarded pursuant to this RFP, Proposer must indicate such in its proposal. Indicate any list price adjustment Vendor intends on providing during the Term of this Contract and on what it is based. For example: CPI, MSRP, Price List, Website Pricing. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All pricing submitted to HCDE/CP in Vendor's proposal shall include the administrative fee to be remitted to HCDE/CP by Vendor. It is Vendor's responsibility to keep all pricing up-to-date and on file with HCDE/CP. For all pricing changes, including at renewal and during the Term, all price changes shall be presented to HCDE/CP for acceptance or rejection by HCDE/CP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by HCDE/CP prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- 5.29.1. justification for change/increase
- 5.29.2. terms and conditions
- 5.29.3. market conditions
- 5.29.4. manufacturers'/distributors' impact, if any

All price decreases shall be allowed for all products and/or services.

- 5.29.5. Any permanent increase or decrease in offered pricing for a base product/item or published option is considered to be a price change. Temporary increases in pricing by another name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.) are also considered to be pricing changes.
- 5.29.6. Prices for base products/items and published options are expected to be held firm for a minimum of **90** days from the date of contract award, except in the case of contract published catalogs and price sheets. Subsequent changes will be considered, if accompanied by justifying documentation deemed satisfactory to HCDE/CP. For published catalogs and price sheets which are included in HCDE/CP contract, **Vendor** requests to amend the contract to reflect any new published catalog or price sheet may be submitted upon publication of the new catalog or price sheet by the manufacturer. Requests must be accompanied by the new catalog or price sheet.
- 5.29.7. If **Vendor** consistently offers discounted contract pricing, HCDE/CP may request **Vendor** to accept amended contract pricing, equivalent to routinely discounted pricing.
- 5.29.8. All products shall be equipped, at the time of sale, to meet any applicable local, state, and federal government requirements, as may be required at that time. If, during the course of the contract, changes to government requirements result in an increase to manufacturer's production costs, **Vendor** may increase product/item pricing to the extent of the **Vendor's** actual cost of increase. Additionally, the increase must be substantiated with supporting documentation acceptable to HCDE/CP **prior** to taking effect. Modifications to a product required to comply with such local, state and/or federal requirements, which become effective **after** the date of sale, shall be the responsibility of the **CP Member**.

5.30. **HCDE/CP Administrative Fee**

Respondent is expected to remit an administrative fee to HCDE/CP for contract facilitation. The administrative fee is normally calculated as a percentage of the total sales to CP Members for all contracted equipment, products or services made during the course of the contract, is typically two percent (2%). In some categories, such as vehicles, including cab and chassis, a flat fee may be an acceptable alternative. An awarded **Vendor** under this RFP must pay the cooperative a service fee in the amount of **2%** per Purchase Order for parts, repair / service labor generated from the resulting contract. Vendor shall remit payment of the HCDE/CP Fee to HCDE/CP no later than **thirty (30)** days following the end of the month. Failure to pay the HCDE/CP Administrative Fee in a timely manner may result in Vendor breaching this Contract and may result in HCDE/CP suspending or terminating this Contract. Vendor shall honor and pay HCDE/CP the HCDE/CP Administrative Fee for any sales resulting from this Contract that occurred within **thirty (30)** days of the expiration or termination of this Contract. All rebates, discounts, and other applicable credits granted by Vendor as a result of any Supplemental Contracts entered into between Vendor and CP members shall accrue exclusively to CP member(s).

		Purchase Method	Cab-Chassis ONLY Fee	Cab-Chassis + Body Option Fee	Body Option Fee
1	Cab Chassis with bodies supplied by HCDE/CP Vendor: Chassis and Body options included in <u>Single RFP</u> as "Published Options"	Single Purchase Order	\$ 550.00	\$ 950.00	N/A
2	Cab Chassis with bodies supplied by CP Vendor: Chassis and Body options included in <u>multiple HCDE/CP Contracts</u> as "Published Options"	Single Purchase Order	N/A	\$ 1,450.00	N/A
3	Cab Chassis with bodies supplied by CP Vendor: Chassis and Body options included in <u>multiple RFP's</u> as "Published Options"	Two Purchase Orders	\$ 950.00	N/A	1.5%

5.30.1. Respondent is not required to address Fee Structure as a component of their RFP response.

5.31. **Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to HCDE/CP and/or CP members under this Contract. These records and accounts shall be retained by Vendor and made available for review and copying by HCDE/CP and CP members for a period of **not less than three (3) years** from the date of completion of the service(s), receipt of product(s), the date of the receipt

by HCDE/CP or the CP member of Vendor's final invoice or claim for payment in connection with this Contract, or the date HCDE/CP or the CP member makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32. Right to Review, Audit and Inspect

HCDE/CP, CP members, any federal agency that has awarded federal funds/grant(s) to HCDE/CP or a CP member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders resulting from this Contract and records which may have a bearing on matters in connection with the Vendor's work for HCDE/CP and/or CP members, and shall be open to inspection and subject to audit/review and/or reproduction by HCDE/CP, CP member, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

5.32.1. Vendor's compliance with this Contract and the requirements of the RFP.

5.32.2. Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for HCDE/CP and/or CP members.

5.32.3. Compliance with provisions for computing billings to HCDE/CP and/or to CP members.

5.32.4. Any other matter related to this Contract.

5.33. Indemnification

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE/CP AND EACH CP MEMBER, INCLUDING HCDE'S AND CP MEMBERS' TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY HCDE/CP OR THE CP MEMBER.

5.34. Governing Law and Exclusive Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving HCDE/CP must be brought exclusively in the state and federal courts located in Houston, Harris County, Texas. Any dispute not involving HCDE/CP but involving a CP member and Vendor shall be governed by the laws of the state of the CP member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the CP member.

5.35. Multiple Contract Awards; Non-Exclusivity

HCDE/CP reserves the right to award multiple contracts under the RFP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of HCDE/CP. HCDE/CP will base a recommendation for contract award, including whether to award a single or multiple contracts, based on the evaluation factors listed in this RFP; contracts will be awarded to proposers with a minimum score of 70 to be considered for award.⁵ Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to HCDE/CP and/or CP members. During the Term of this Contract, HCDE/CP and CP members reserve

the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. If a vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

5.36. **New Products**

New products that meet the specifications detailed in the RFP may be added to this Contract, with prior written approval from HCDE/CP. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the RFP. No products may be added to avoid competitive procurement procedures. HCDE/CP may reject any proposed additions, without cause, in its sole discretion.

5.37. **No Substitution; Product Recall**

Any Purchase Order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and the RFP. Vendor shall not deliver substitutes without prior written authorization from HCDE/CP or the CP member.

If a product recall is instituted on any good that has been furnished and delivered to HCDE/CP or any CP member, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the purchasing agent of HCDE/CP and the purchasing CP member by e-mail or in writing and must include all pertinent information relating to the recall. If Vendor is unable to contact the purchasing agent, Vendor must contact the Director of Purchasing of HCDE/CP and the purchasing CP member. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods.

Vendor accepts sole responsibility for ensuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys are sent directly to the **CP Member** of record.

5.38. **Penalties**

If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Contract, the RFP, or a Supplemental Contract, HCDE/CP or the CP member may take the following action(s), in the sole discretion of HCDE/CP or the CP member, and Vendor agrees to comply with the chosen action(s):

- 5.38.1 Insist that the Vendor honor the quoted price(s) specified in Vendor's proposal or the Supplemental Contract, as applicable;
- 5.38.2 Have the Vendor pay the difference between the Vendor's price and the price of the next acceptable proposal, as determined by HCDE/CP or the CP member;
- 5.38.3 Have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or
- 5.38.4 Recommend to HCDE Board of Trustees that the Vendor no longer be given the opportunity to submit a proposal to HCDE/CP and/or that this Contract be terminated.

5.39. **Promotion of Contract Marketing Plan**

The marketing of Vendor's company, product, and/or services shall be the sole responsibility of Vendor. HCDE/CP may only supply Vendor with CP members' contact lists that contain name, address, phone numbers, and/or email addresses. Other items geared toward the joint-marketing of HCDE/CP and Vendor's company, product, and/or services shall be at HCDE/CP's sole discretion. Encouraging CP members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of this Contract. For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the CP seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to HCDE/CP and obtain written approval before Vendor finalizes or publishes promotional material bearing the HCDE/CP or HCDE/CP name or seal. Vendor may not release any press release or other publication regarding this Contract or HCDE/CP unless and until HCDE/CP first approves the press release or publication in writing.

5.40. **Website Support**

Vendor agrees to cooperate with HCDE/CP in publicizing contract particulars on the CP website. Vendor also agrees to work with HCDE/CP in updating and maintaining current information on Vendor activities related to the Contract on

the CP website. Vendor agrees to provide an electronic version of its logo for use on the CP website upon Contract award and provide other information as reasonably requested by HCDE/CP to help ensure that the CP website is current and consistently updated.

5.41. **Safety**

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by HCDE/CP, CP members, and by the Occupational Safety and Health Administration (“OSHA”). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by HCDE/CP or CP members. Vendor shall indemnify and hold HCDE/CP and/or the CP member harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor’s obligations under this provision.

5.42. **Workforce**

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor’s employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE/CP and CP members’ property, nor may such workers be intoxicated or under the influence of alcohol or drugs on HCDE/CP and CP members’ property.

5.43. **Supplemental Contracts**

A CP member and Vendor may enter into a separate, Supplemental Contract. Any Supplemental Contract developed as a result of this Contract and/or the RFP is exclusively between the CP member and Vendor and shall have no effect or impact on HCDE, any other CP member, or this Contract. Any Supplemental Contract between Vendor and a CP member is exclusively between that specific CP member and Vendor and will be subject to immediate cancellation by the CP member (without penalty to the CP member) if, in the opinion of the CP member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract. Vendor shall promptly notify HCDE/CP of any Supplemental Contract executed between Vendor and a CP member.

5.44. **Insurance**

Vendor is required to provide HCDE/CP and/or the CP member with copies of certificates of insurance, naming HCDE/CP and/or the CP member as additional insured’s for Texas Workers Compensation and General Liability Insurance, **within 14 business days of contract award and prior to the commencement of any work under this Contract at insurance@choicepartners.org**. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE/CP and/or the CP member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which the CP member is located, and shall be acceptable to HCDE/CP and/or the CP member. Vendor shall give HCDE/CP or the CP member a **minimum of ten (10) days’** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. If the CP member has higher insurance requirements than those listed below, such may be added to the Purchase Order. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of Vendor’s liability.

All policies of insurance shall waive all rights of subrogation against HCDE, CP members, and HCDE/CP and CP members’ officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to HCDE/CP and/or to CP members.

HCDE/CP and the CP member, as requested, shall be named as an “additional insured” on insurance policies except worker’s compensation.

HCDE/CP and the CP member reserve the right to require additional insurance should HCDE/CP or the CP member deem additional insurance necessary, in their sole discretion.

- 5.44.1 **Workers Compensation**
Workers Compensation (with waiver of subrogation to HCDE/CP and the CP member) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.
- 5.44.2 **Statutory and Bodily Injury by Accident**
\$100,000 each employee. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. \$300,000 each occurrence Limit Bodily Injury and Property Damage combined. \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate. \$300,000 Personal and Advertising Injury Limit.
- 5.44.3 **Automobile Liability Coverage**
\$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.
- 5.44.4 **Property Damage Coverage**
Property Damage or Destruction insurance is required for coverage of CP Member owned equipment while in Vendor's possession, custody or control. The minimum single occurrence limit is \$500,000, and General Aggregate limit must be at least two times the single occurrence limit. This insurance may be carried in several ways (e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy). Regardless, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to HCDE/CP.
- 5.44.5 **Insurance Effective Dates**
Insurance coverage shall be in effect for the length of any contract made pursuant to this RFP, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order(s) after the close of contract period.
- 5.44.6 **Contractor Insurance Requirements**
If any product(s) or service(s) will be provided by parties other than the Vendor, all such parties are required to carry minimum insurance coverages specified herein, and if requested by CP, a separate insurance certificate must be submitted for each contractor.

5.45. **Participation in HCDE/CP**

Vendor acknowledges and agrees that continued participation in the HCDE/CP cooperative purchasing program is subject to HCDE/CP's sole discretion and that Vendor may be removed from the HCDE/CP program at any time, with or without cause, in HCDE/CP's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order. Nothing in this Contract or in any other communication between HCDE/CP and Vendor may be construed as a guarantee that HCDE/CP or CP members will submit any Purchase Order to Vendor at any time.

5.45.1. **HCDE Participation Requirements**

At a minimum, to continue participation in the HCDE/CP cooperative purchasing program, Vendor must:

- a. Submit detailed monthly reports of all sales activity, including all sales and contracts where HCDE is the lead agency (such report is required even if there is no sales activity for a given month);
- b. Timely remit Administrative Fee(s) to HCDE/CP;
- c. Market Choice Partners, including inclusion of CP seal on Vendor's website, development and execution of marketing plan, and participation in at least #3 of marketing events (such as trade shows and conferences) annually;
- d. Maintain a minimum annual sales activity of \$15,000;
- e. Completion of all required forms (such as Form 1295, EDGAR Certifications, etc.); and
- f. Maintain required insurance and submit updated certificate(s) to CP annually

5.46. **No Agency or Endorsements**

It is the intention of the parties to this Contract that Vendor is independent of HCDE/CP and CP members, is an independent contractor, and is not an employee, agent, joint venturer, or partner of HCDE/CP or any CP member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE/CP and Vendor, any CP member and Vendor, HCDE/CP and any of Vendor's agents, or any CP member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of HCDE/CP or any CP member, and HCDE/CP and HCE members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that HCDE/CP and CP members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

5.47. **Equal Opportunity**

It is the policy of HCDE/CP not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

5.48. **Force Majeure**

Neither HCDE, any CP member, or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond HCDE, any CP member, or Vendor's control.

HCDE, CP members, and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. HCDE, CP members, and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, HCDE/CP shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of HCDE's or CP members' contractual, legal, or equitable rights.

5.49. **Severability**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.50. **Waiver**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

5.51. **Entire Agreement**

The Contract, the RFP, Vendor's proposal submitted in response to the RFP, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the RFP or Vendor's proposal submitted in response to the RFP, this Contract shall control. In the event of a conflict between the RFP and Vendor's proposal submitted in response to the RFP, the RFP shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract between Vendor and the CP member may be established to further detail the terms and conditions of the CP member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to HCDE, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the CP member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise.

5.52. **Interpretation**

Vendor agrees that the normal rules of construction that requires that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

5.53. **Notice**

Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

5.54. **Captions**

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

5.55. **Authorized Distributors/Order Fulfillers**

"Authorized Distributors/Order Fulfillers" means an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller, franchisee, or other person or entity designated or directed by Vendor to provide products or services in performance of, related to, or in support of the Contract and/or a Supplemental Contract issued pursuant to the Contract. HCDE agrees to permit Vendor to utilize Authorized Distributors/Order Fulfillers designated by Vendor to provide service, sales and support to HCDE and CP members under the Contract.

5.55.1. **Vendor Responsibility**

Vendor may designate Authorized Distributors/Order Fulfillers to act as the distributors for products and services available under the Contract. Vendor shall provide HCDE with the following Authorized Distributor/Order Fulfiller information: Authorized Distributor/Order Fulfiller's name, business address, and contact person email address and phone number. Vendor may add or delete Authorized Distributors/Order Fulfillers throughout the term of the Contract upon written authorization by HCDE/CP.

5.55.2. **HCDE/CP Determination**

HCDE reserves the right to require Vendor to rescind any Authorized Distributor/Order Fulfiller's participation relating to the Contract or to request that Vendor name additional Authorized Distributors/Order Fulfillers should HCDE determine either is in the best interest of HCDE and/or CP members.

5.55.3. **Compliance**

Vendor shall ensure that its Authorized Distributors/Order Fulfillers legally agree to comply with the terms and conditions of the Contract, including, without limitation, the pricing, purchase order, invoice

and payment, CP Administrative Fee, and warranty provisions therein. When an Authorized Distributor/Order Fulfiller acts as the distributor for products and services available under the Contract, the Authorized Distributor/Order Fulfiller shall be liable and responsible for the fulfillment of the obligations under the Contract and any Supplemental Contract entered into between the Authorized Distributor/Order Fulfiller and purchasing CP member as well as all other obligations imposed on "Vendor" under the Contract.

5.56. **USDA/TDA Special Terms and Conditions**

The following terms and conditions apply to all procurements and purchases involving federal School Nutrition Program funds. In the event of a conflict or inconsistency between the following terms and conditions and any provision of the Agreement, the procurement solicitation issued by HCDE, or the portion of Vendor's proposal submitted in response to HCDE's procurement solicitation that is satisfactory to HCDE, the following terms and conditions shall control.

5.56.1 **Market Basket Analysis**

HCDE/CP reserves the right, in its sole discretion, to use a "Market Basket Analysis" method, as that term is defined by applicable USDA/TDA regulations and guidance. The Market Basket Analysis sample is established to represent 75% of the total estimated value of the Contract. The most recent velocity/sales report(s) from HCDE/CP's current supplier(s) was used to project the balance of the year and adjusted for any estimated change in menu and participation for the following year. As a result, this list of [100] goods to be purchased under this procurement solicitation and any resulting Contract includes the top [60] goods purchased by dollar volume representing the 75% threshold. Prices for the remaining [40] goods listed in this procurement solicitation should also be included, though they will not be a part of the Market Basket Analysis. The Market Basket Analysis shall not be used for service or equipment contracts/procurement solicitations or for Fee-For-Service Processing contracts.

5.56.2 **Material Change**

If a material change (as the term is defined by TDA rules and regulations) to a contract entered into between HCDE/CP and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, HCDE/CP may issue a new RFP for the goods or services procured under the previously-existing contract. Material change for purposes of this Section 5.56.2 means a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor.

5.56.3 **Supplemental Contracts**

Supplemental Contracts are entered into pursuant to the piggyback method delineated in the U.S. Department of Agriculture directive SFSP02-2017. Should the "piggybacking" result in a material change to the Contract, HCDE/CP will proceed under Section 5.56.2 of this RFP.

5.56.4 **New Products**

During the Term of a Contract awarded under this RFP, additional purchases not included in the original RFP list and resulting awarded contract may become necessary and benefit HCDE/CP members. Vendor and HCDE/CP agree that the aggregate value of added purchases during each year of the Contract (if renewed) shall not exceed 10% of the estimated total value of the Contract. The total value of the Contract must be agreed upon, and the dollar value listed in the Contract and each renewal term of the Contract (if any). For purposes of this section, the total value of the Contract includes all contracts awarded as a result of the procurement solicitation to all vendors. For the initial Term of a Contract awarded under this RFP, Vendor and HCDE/CP agree that the total value of the Contract shall be **\$200 million**. Additions of new products may be included in the awarded Contract list during the renewal of the Contract through an amendment to the Contract, and the total Contract value adjusted accordingly. For each renewal term of the Contract, the total actual value of the Contract in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 10%) of the additional new product(s) that will be allowed during the next Contract renewal term.

5.56.5 **Bonds**

Vendor shall provide all bonds, including bid guarantee, performance bond, and payment bond, as applicable under U.S. Department of Agriculture and/or Texas Department of Agriculture rules.

5.56.6 Use by Other Governmental Entities

In the event that HCDE/CP allows other governmental entities to “piggyback” onto any existing contract between HCDE and Vendor entered into pursuant to this procurement solicitation, Vendor agrees and understands that such other governmental entities may include “school food authorities,” as that term is defined by USDA/TDA. Should the “piggybacking” result in a material change to the Agreement for purposes of USDA/TDA purchases, HCDE/CP will proceed under the foregoing section entitled “Material Changes.”

5.56.7 No Guarantee of Quantities

Quantities for purchases paid for with School Nutrition Program funds are subject to change for various reasons, which include, but are not limited to the following: USDA commodity allocation(s), variations in student population, production item substitution(s), changes in consumer taste or expectations, pricing, and nutrition regulatory changes.

5.56.8 Buy American Act

The Buy American Act, set forth in 7 C.F.R. Part 210.21(d), requires that participants in the National School Lunch Program and School Breakfast Program use the federal nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. 7 CFR Part 210.21(d) defines a “domestic commodity or product” as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Because many HCDE/CP members participate in the National School Lunch Program and School Breakfast Program, HCDE/CP requires Vendor to certify whether its products are “domestic commodities or products”, as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification and any necessary documentation requested by HCDE/CP member that the food product was processed in the U.S. and the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to HCDE/CP members. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 C.F.R. 210.21(d). “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. When USDA Foods items are manufactured into processed end products, 51% of resulting food products must be of United States origin.

Vendor certifies that Vendor shall provide food products that meet the Buy American provision. Vendor further certifies that, in compliance with the Buy American provision, its products are “domestic commodities or products” as defined by 7 C.F.R. § 210.21(d). Vendor further certifies that the food products it supplies are processed in the U.S. and Vendor shall certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to the District.

If Vendor is repetitively unable to provide domestic food products, HCDE/CP member may require Vendor to provide evidence that Vendor is capable of fulfilling the terms and conditions of the Contract and specifically, the Buy American provision. If HCDE/CP member determines that Vendor is not capable of fulfilling the terms and conditions of the Contract and/or specifically, the Buy American provision, HCDE/CP member may terminate its Contract with Vendor. Vendor shall provide documentation that demonstrates that food products meet the Buy American provision.

Vendor must notify the District if a delivery contains non-domestic products, so the District may approve delivery as an exception to the Buy American provision. Vendor certifies that it will adhere to the notification requirements for the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by the CP member, upon request, by occurrence (i.e., delivery). Blanket exception approvals are not allowed. The District must determine that the use of a non-domestic food product is appropriate, using the USDA-prescribed questions in making the decision. See “Requirements for an Exception,” ARM Section 17b Buy American, at p. 19 (August 12, 2020). Vendor agrees to provide information to the District that will assist the District in this determination. The decision to purchase or accept delivery of a non-US product must be made by the District. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning Buy American provision exceptions.

Vendor further agrees to provide HCDE/CP members with documentation verifying that a domestic product is not available and the cost range is reasonable within a reasonable time upon request by HCDE/CP members.

In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, HCDE/CP members may decide not to purchase from Vendor and/or HCDE/CP may terminate the Contract if Vendor is incapable of fulfilling the terms and conditions of the Contract, including the Buy American requirements.

Additionally, HCDE/CP members may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement.

5.56.9 **Records Retention**

When school nutrition program funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements promulgated by USDA/TDA. Vendor further certifies that Vendor will retain all records as required by USDA/TDA for a period of five (5) years after the end of the fiscal year to which the documentation/records pertain. Vendor further certifies that these records must be accessible to appropriate HCDE/CP member and federal or state reviewers. See TDA ARMS Manual, 17.107.

November 3rd, 2025

Subject: Renewal Letter for Contract 24/019TC for Medium and Heavy-Duty Trucks, Chassis, Trailers and Related Items and Services

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire on **February 27, 2026**. This contract has **(3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 28, 2026**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> by **Ionwave due date**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns or need to discuss this contract renewal, please contact **Tami Cyrus** via e-mail at tami@choicepartners.org.

Sincerely,



Jeff Drury, Director
 Choice Partners
 A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
 Assistant Superintendent for Business Services
 Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Bruckner Truck Sales, Inc
Authorized Signature:	<i>Terry Anderson</i>
Print Name:	Terry R. Anderson
Title:	Corporate Government Sales Manager
Date:	17 November 2025
Address:	3611 Irving Blvd
City, State, Zip Code:	Dallas, TX 75241
Phone:	210-863-6478
Email Address:	tanderson@brucknertruck.com



Choice Partners National Purchasing Cooperative/
 Division of Harris County Department of Education
 6005 Westview Dr., Houston, TX 77055, 713.696.2122, 877.696.2122, www.ChoicePartners.org

Trailers

	Manufacturer: Landoll Company, LLC 1900 North St Marysville, KS 66508	
	Sold To: CLEVELAND COUNT District 1	Ship To: Bruckner Truck Sales, Inc. 10120 W Reno Ave Oklahoma City, OK
	Dealer Contact: Sales Department (806) 376-6273	

Model Year - 2027 Requested Completion: Jun 2026 VIN #:

Line	Model	Description	Notes	Qty
1	455-53	455B-53 - 53' Traveling Axle		1



Description	Qty
Trailer Model - 455-53	1

Standard Equipment

- Capacity - 110,000 Lbs.
- Deck Rating - 70,000 Lbs. in 10'
- Axles - 3-25,000 Lb. Dual Tire, Oil Bath Bearings; Prepped for Tire Inflation
- Suspension - Neway RLU228 Air Ride 22,500 Lb. Capacity
- Grease - Centralized
- Pin Setting - 21"
- Loaded Ground Clearance - 14" at Bottom of Gooseneck
- Loaded Deck Height - 37"
- Lights - Grote MicroNova® LED Clear Lens; Enhanced Stop, Turn, Tail and Tail; Rear Amber Strobe (10 Year Warranty)
- Tie Downs - Double Keyhole Chain Slots with Square Stake Pockets on 16" Centers
- Load Angle - 6.5 Degree

Base Options

- Gooseneck Toolboxes - Non-Load Bearing, Top Opening & Side Opening Doors, In Lieu of Standard, (Matches Trailer Finish) 1
- Deck Width - 8' 6" Wide Deck (Standard) 1
- Trailer Length - 53'
- Swing Clearance - 83.5"
- Deck Extensions - Swing-Out Outriggers 1

No Changes Made Prior to Completion Without Approval



Generated by: Landoll Rapid Quote

Parking Stands

Parking Stands - Jost 2 Speed (Standard) 1

Winch and Accessories

Winch - 30K Ramsey, Planetary, 2 Speed with Air Release/Spring Tension 1
 Dual LED Worklights - Mounted Behind Winch 1
 Upper Deck Slope Wear Protection - Wear Plate (Standard) 1
 Wireless Remote Control (6 Function: Tilt, Travel, and Winch) 1

Tie Downs

Upper Deck Center Keyhole Tie Downs Flush with Wood 1

Deck and Accessories

Folding Step(s) - Both Street and Curb Side (Painted Safety Yellow) 1
 Skid Plates - Container Skid Plates Flush with Outer Flange (3/8" x 6") 1
 Deck Type - 1-3/8" Apitong Wood Decking 1
 Strobe Lights In Bumper 1

Suspension

Air Dump Valve 1
 Scale System - Air-Weigh Quickload Plus Scale 1
 Shock Straps, Wire Rope 1

Tires and Wheels

Tires - 235/75R 17.5 Double Coin 1
 Outside Wheel Type - 17.5 Steel Hub Wheel (8 Bolt) (Standard) 1
 Inside Wheel Type - 17.5 Steel Hub Wheel (8 Bolt) (Standard) 1

Paint and Special Options

Standard Landoll Branded Decals (Affects Lower Deck Only) 1
 Powder Coat Paint Color - GRAY 1

No Changes Made Prior to Completion Without Approval



Generated by: Landoll Rapid Quote

100120 Commissioners GF	\$37,874.17
100122 Employee Benefit GF	\$15,650.00
100132 Assessor Revaluation GF	\$57,930.99
100133 Assessor GF	\$56,750.20
100150 Treasurer GF	\$74,396.23
113150 Resale Property Fund	
100160 Court Judges GF	\$1,291.80
100161 Court Clerk GF	\$90,086.32
100170 County Clerk GF	\$87,591.19
119170 County Clerk Lien	\$5,474.07
100180 Excise/Equalization Board GF	
100240 Procurement GF	\$6,966.91
100250 Election Board GF	\$44,725.29
100255 Emergency Management GF	\$5,148.20
100270 Information Technology GF	\$20,947.53
100280 Building Maintenance GF	\$44,571.25
100285 The Well GF	\$6,419.44
100500 Sheriff GF	\$199,079.67
100550 Sheriff Admin and Patrol GF	
100551 Sheriff Bldg Security GF	
100552 Sheriff Detention Center GF	\$255,981.22
116450 School Resource Officer	\$68,031.91
116500 Sheriff Service Fee	\$1,005.55
116554 Sheriff 911	
209500 Public Safety Sales Tax	\$2,035.06
100600 Early Settlement GF	\$3,286.52
100700 Fairgrounds GF	\$24,448.18
128700 Fairgrounds Revolving	\$4,213.34
100910 District One GF	\$23,343.52
110910 District One Highway Fund	\$33,191.58
100920 District Two GF	\$18,115.83
110920 District Two Highway Fund	\$47,271.56
100930 District Three GF	\$24,263.53
110930 District Three Highway Fund	\$45,607.59
133285 The Farm Market	\$463.60

\$1,306,162.25

Dated: ____/____/____

By: _____
Chairman

By: _____
Vice-Chairman

By: _____
Member

Attest: _____

By: _____
Deputy

PAM HOWLETT, CLEVELAND COUNTY CLERK March 2026 Monthly Report

REGISTER OF DEEDS (Real Estate + Pres. Fee)	\$112,870.00
OTHER COUNTY CLERKS FEES (Copies, Cert. Co., Fict. Name)	\$1,494.00
Total Register of Deeds	* \$114,364.00
Plus House Acct Payments	\$450.00
Less "IRS" Charges	-\$440.00
Less "Simplifile", "CSC" & "EpN" Chrgs	-\$446,454.75
Less Abstract Co Images & House Acct Chrgs	-\$1,050.00
Less "ODOT" & "OESC" Chrgs	
Less Debit/Credit Card Charges	-\$5,606.75
Less Photo Copies	-\$1,462.00
Less Preservation Fee	-\$49,158.00
PAY THIS AMOUNT TO COUNTY TREASURER	-\$389,357.50
TOTAL DOCUMENTARY STAMP SALE (+ Vouchers)	\$375,534.00
Less Vouchers	
Total Documentary Stamp Sale	* \$375,534.00
Less 30.33% - PAY TO COUNTY TREASURER	\$113,899.46
Less 69.67% - PAY TO OKLAHOMA TAX COMMISSION	\$261,634.54
 M & M LIENS	
Total M & M Lien Filings	* \$11,526.00
Less Postage	-\$414.00
Less OTC Charges	-\$9,900.00
PAY THIS AMOUNT TO COUNTY TREASURER	\$1,212.00
BONDS &/OR INTEREST ON BONDS	\$49.51
TOTAL BONDS OR INTEREST	\$49.51
TOTAL REGISTER OF DEEDS (Line 3)	\$114,364.00
TOTAL DOCUMENTARY STAMP SALE (Line 15)	\$375,534.00
M & M LIENS (Line 18)	\$11,526.00
BONDS &/OR INTEREST	\$49.51
GRAND TOTAL	\$501,424.00
Plus House Acct Pymts	\$450.00
Less Abstrct Co Img & Hse Chrgs	-\$1,050.00
Less "Simplifile", "CSC" & "EpN" Chrgs	-\$446,454.75
Less "IRS" Chrgs	-\$440.00
Less "OTC" Chrgs	-\$9,900.00
Less "OESC" & "ODOT" Chrgs	\$0.00
Less "Credit Card" Chrgs	-\$5,606.75
TOTAL DEPOSIT	\$38,422.50

PAM HOWLETT CLEVELAND COUNTY CLERK

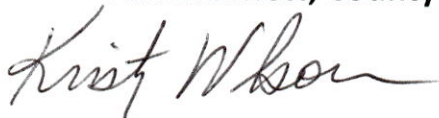
BY: Kristy Wilson Deputy

DATE: 4-6-26

I, Pam Howlett, County Clerk of Cleveland Couty

hereby certify that this report is a true and correct
report of all fees, charges and collections in my
office for the month ending on the 31st day of
March, 2026.

Pam Howlett, County Clerk

by:  , Deputy

Approved by the Board of County Commissioners this
day of _____, 2026.

_____, Chairman

_____, Member

_____, Member

ATTEST:

County Clerk

**County Clerk's Fee Record of Daily Collections and Monthly
Report to the Board of County Commissioners of
Cleveland County for the Month of March, 2026**

Date	Clerk Filing Fee	Doc Stmp 95% of 1st \$0.55	Doc Stmp 5% of 1st \$0.55	Doc Stmp \$.20 per \$0.75	Copies	Cert. Copies	Fict. Name	Presrv Fee
3/2/2026	\$3,814.00	\$77,347.77	\$4,070.93	\$29,606.80	\$17.00			\$3,630.00
3/3/2026	\$1,988.00	\$6,225.07	\$327.63	\$2,382.80	\$22.00		\$5.00	\$1,250.00
3/4/2026	\$3,456.00	\$7,093.46	\$373.34	\$2,715.20	\$30.00			\$2,160.00
3/5/2026	\$1,943.00	\$5,302.85	\$279.10	\$2,029.80	\$621.00	\$4.00		\$1,760.00
3/6/2026	\$1,916.00	\$12,604.79	\$663.41	\$4,824.80	\$37.00	\$2.00		\$1,430.00
3/9/2026	\$3,602.00	\$6,952.91	\$365.94	\$2,661.40	\$44.00			\$2,710.00
3/10/2026	\$1,910.00	\$5,317.48	\$279.87	\$2,035.40	\$4.00			\$1,350.00
3/11/2026	\$3,412.00	\$6,867.22	\$361.43	\$2,628.60	\$14.00			\$2,128.00
3/12/2026	\$2,584.00	\$6,795.63	\$357.67	\$2,601.20	\$15.00	\$4.00		\$2,180.00
3/13/2026	\$3,554.00	\$26,269.73	\$1,382.62	\$10,055.40	\$25.00	\$10.00		\$2,160.00
3/16/2026	\$2,533.00	\$5,710.92	\$300.58	\$2,186.00	\$48.00			\$2,680.00
3/17/2026	\$3,443.00	\$10,445.30	\$549.75	\$3,998.20	\$15.00			\$2,610.00
3/18/2026	\$3,064.00	\$5,988.90	\$315.20	\$2,292.40	\$40.00			\$3,500.00
3/19/2026	\$2,720.00	\$7,971.26	\$419.54	\$3,051.20	\$36.00	\$1.00		\$2,280.00
3/20/2026	\$2,494.00	\$7,164.52	\$377.08	\$2,742.40	\$91.00	\$3.00		\$1,860.00
3/23/2026	\$2,387.00	\$4,666.97	\$245.63	\$1,786.40	\$144.00	\$1.00		\$3,030.00
3/24/2026	\$2,342.00	\$7,151.98	\$376.42	\$2,737.60	\$110.00			\$1,380.00
3/25/2026	\$2,436.00	\$14,967.01	\$787.74	\$5,729.00	\$33.00			\$1,500.00
3/26/2026	\$4,322.00	\$11,188.29	\$588.86	\$4,282.60	\$16.00			\$2,570.00
3/27/2026	\$2,590.00	\$7,873.03	\$414.37	\$3,013.60	\$27.00			\$2,070.00
3/30/2026	\$3,938.00	\$7,637.91	\$401.99	\$2,923.60	\$37.00	\$1.00		\$2,480.00
3/31/2026	\$3,264.00	\$10,079.02	\$530.48	\$3,858.00	\$36.00	\$1.00		\$2,440.00
TOTALS	\$63,712.00	\$261,622.02	\$13,769.58	\$100,142.40	\$1,462.00	\$27.00	\$5.00	\$49,158.00

M/M Lier Filing Fee	Release M/M	Judgmts	Postage	House Pymts	House Chrgs	Simplifile Chrgs	CSC Chrgs	EpN Chrgs
\$1,288.00	\$96.00	\$74.00				-\$114,980.50	-\$184.00	-\$436.50
\$56.00	\$142.00	\$8.00				-\$11,341.50	-\$244.00	
\$224.00	\$120.00	\$8.00	\$72.00			-\$14,040.00	-\$106.00	
\$118.00	\$96.00	\$248.00	\$36.00	\$150.00	-\$600.00	-\$9,427.75	-\$76.00	
\$167.00		\$30.00				-\$19,927.00	-\$86.00	
\$378.00	\$144.00	\$56.00				-\$13,183.50	-\$186.00	
\$64.00	\$160.00		\$72.00			-\$9,878.25	-\$202.00	
\$42.00	\$80.00		\$36.00			-\$13,425.25	-\$324.00	
\$238.00	\$96.00	\$26.00				-\$12,684.50	-\$100.00	
\$355.00	\$48.00	\$24.00	\$54.00			-\$41,048.25	-\$254.00	
\$297.00	\$96.00	\$234.00				-\$10,845.75	-\$168.00	
\$646.00			\$18.00			-\$17,725.50	-\$214.00	
\$1,255.00	\$200.00	\$72.00				-\$12,415.75	-\$106.00	
\$707.00	\$48.00	\$20.00				-\$14,332.25	-\$138.00	
\$228.00	\$80.00	\$22.00				-\$12,757.50	-\$118.00	
\$780.00	\$70.00	\$42.00	\$18.00	\$150.00		-\$8,771.00	-\$50.00	
\$95.00	\$184.00	\$10.00	\$36.00			-\$12,771.00	-\$160.00	
\$62.00		\$22.00	\$36.00			-\$24,067.25	-\$158.00	
\$331.00	\$32.00					-\$20,267.25	-\$148.00	
\$360.00	\$72.00		\$36.00			-\$14,197.00	-\$222.00	
\$190.00	\$74.00			\$150.00		-\$15,560.00	-\$180.00	
\$361.00	\$136.00					-\$18,102.00	-\$466.00	-\$379.50
\$8,242.00	\$1,974.00	\$896.00	\$414.00	\$450.00	-\$600.00	-\$441,748.75	-\$3,890.00	-\$816.00

Abstrt Images	IRS Chrgs	OTC Chrgs	ODOT/ OESC Chrgs	AMS-OTC Chrgs	AMS-Web Chrgs	Bonds	Total
	-\$40.00	-\$450.00		-\$64.00	-\$17.00		\$3,772.50
		-\$378.00		-\$49.00	-\$1.00		\$393.00
	-\$20.00	-\$558.00		-\$186.00	-\$30.00		\$1,312.00
-\$150.00		-\$180.00		-\$312.00	-\$17.00		\$1,825.00
				-\$515.00	-\$22.00		\$1,125.00
							\$0.00
							\$0.00
	-\$80.00	-\$414.00		-\$46.00	-\$33.00		\$2,971.75
		-\$432.00		-\$102.00			\$578.50
		-\$216.00		-\$315.00	-\$14.00		\$1,275.00
		-\$216.00		-\$22.00	-\$3.00		\$1,872.00
		-\$108.00		-\$108.00	-\$9.00		\$2,410.50
							\$0.00
							\$0.00
	-\$80.00	-\$234.00		-\$166.00	-\$48.00		\$2,543.75
		-\$1,386.00		-\$1,386.75	-\$5.00	\$49.51	\$1,008.00
	-\$60.00	-\$3,132.00			-\$28.00		\$985.75
		-\$450.00		-\$20.00	-\$12.00		\$2,301.75
		-\$198.00		-\$449.00			\$1,539.50
							\$0.00
							\$0.00
-\$150.00	-\$120.00	-\$108.00		-\$88.00	-\$141.00		\$3,893.00
		-\$450.00		-\$188.00	-\$110.00		\$744.00
				-\$278.00	-\$33.00		\$1,036.50
		-\$108.00		-\$170.00	-\$14.00		\$2,623.50
		-\$342.00		-\$122.00	-\$27.00		\$1,546.00
							\$0.00
							\$0.00
-\$150.00	-\$20.00	-\$162.00		-\$204.00	-\$33.00		\$1,524.50
	-\$20.00	-\$378.00		-\$188.00	-\$31.00		\$1,141.00
							\$0.00
-\$450.00	-\$440.00	-\$9,900.00	\$0.00	-\$4,978.75	-\$628.00	\$49.51	\$38,422.50

Date	Deposit Received From	Amount
3/2/2026	SIMPLIFILE- FILED 02-26-2026; EFT 02-27-2026	\$21,937.50
3/2/2026	CSC - FILED 02-26-2026; EFT 02-27-2026	\$270.00
3/2/2026	IRS- 730014-0164834E; EFT 02-27-2026	\$40.00
3/3/2026	SIMPLIFILE- FILED 02-27-2026; EFT 03-02-2026	\$9,557.75
3/3/2026	CSC - FILED 02-27-2026; EFT 03-02-2026	\$180.00
3/3/2026	AMS- \$246 (OTC) & \$28 (WEB) FILED/SOLD 02-26-2026	\$274.00
3/4/2026	SIMPLIFILE - FILED 03-02-2026; EFT 03-03-2026	\$114,576.00
3/4/2026	CSC - FILED 03-02-2026; EFT 03-03-2026	\$184.00
3/4/2026	EPN - FILED 03-02-2026; EFT 03-03-2026	\$436.50
3/4/2026	AMS - \$109 (OTC) & \$50 (WEB) FILED/SOLD 02-27-2026	\$159.00
3/5/2026	SIMPLIFILE - FILED 03-03-2026; EFT 03-04-2026	\$11,341.50
3/5/2026	CSC - FILED 03-03-2026; EFT 03-04-2026	\$244.00
3/5/2026	AMS - \$64 (OTC) & \$9 (WEB) FILED/SOLD 03-02-2026	\$73.00
3/6/2026	Simplifile - Filed 03-04-26; EFT 03-05-26	\$14,040.00
3/6/2026	CSC Global - Filed 03-04-26; EFT 03-05-26	\$106.00
3/6/2026	AMS - \$49.00 (OTC) & \$1.00 (WEB) Filed/Sold 03-03-26	\$50.00
3/9/2026	SIMPLIFILE- FILED 03-05-2026; EFT 03-06-2026	\$10,009.31
3/9/2026	CSC GLOBAL-FILED 03-05-2026; EFT 03-06-2026	\$76.00
3/9/2026	AMS- \$186 (OTC) & \$30 (WEB) FILED/SOLD 03-04-2026	\$216.00
3/9/2026	IRS- 730014-164905E & 730014-164993E EFT 03-03&06-2026	\$80.00
3/10/2026	SIMPLIFILE- FILED 03-06-2026; EFT 03-09-2026	\$19,927.00
3/10/2026	CSC Global- FILED 03-06-2026; EFT 03-09-2026	\$86.00
3/10/2026	AMS- \$791.50 & \$312 (OTC) & \$17 (WEB) FILED/SOLD 2-5&3-5-26	\$1,120.50
3/11/2026	SIMPLIFILE- FILED 03-9-2026; EFT 03-10-2026	\$13,006.44
3/11/2026	CSC - SIMPLIFILE- FILED 03-9-2026; EFT 03-10-2026	\$186.00
3/11/2026	AMS - \$515 (OTC) FILED 03-06-2026; EFT 03-10-2026	\$515.00
3/11/2026	AMS - \$22, \$6, & \$2 (WEB) SOLD 03-06-08-2026; EFT 03-10-2026	\$30.00
3/11/2026	IRS - 730014-165073E; EFT 03-10-2026	\$20.00
3/12/2026	SIMPLIFILE - FILED 03-10-2026; EFT 03-11-2026	\$9,878.25
3/12/2026	CSC GLOBAL - FILED 03-10-2026; EFT 03-11-2026	\$202.00
3/12/2026	AMS - \$46 (OTC) & \$25 (WEB) FILED/SOLD 03-09-2026	\$71.00
3/12/2026	OTC - FEBRUARY 2026 RELEASES; EFT 03-11-2026	\$3,348.00
3/13/2026	SIMPLIFILE - FILED 03-11-2026; EFT 03-12-2026	\$13,425.25
3/13/2026	CSC GLOBAL - FILED 03-11-2026; EFT 03-12-2026	\$324.00
3/13/2026	AMS - \$102 (OTC) FILED 03-10-2026	\$102.00
TOTAL		\$246,092.00

Date	Deposit Received From	Amount
	Balance forward	\$246,092.00
3/16/2026	SIMPLIFILE - FILED 03-12-2026; EFT 03-13-2026	\$12,684.50
3/16/2026	CSC GLOBAL - FILED 03-12-2026; EFT 03-13-2026	\$100.00
3/16/2026	AMS - \$315 (OTC) & \$14 (WEB) FILED/SOLD 03-11-2026	\$329.00
3/16/2026	IRS - 73014-165176E; EFT 03-13-2026	\$80.00
3/17/2026	SIMPLIFILE - FILED 03-13-2026; EFT 03-16-2026	\$41,048.25
3/17/2026	CSC GLOBAL - FILED 03-13-2026; EFT 03-16-2026	\$254.00
3/17/2026	AMS - \$22 (OTC) & \$4 (WEB) FILED/SOLD 03-12-2026	\$26.00
3/18/2026	SIMPLIFILE - FILED 03-16-2026; EFT 03-17-2026	\$10,845.75
3/18/2026	CSC GLOBAL - FILED 03-16-2026; EFT 03-17-2026	\$168.00
3/18/2026	AMS -\$108 (OTC) FILED 03-13-2026;	\$108.00
3/18/2026	IRS - 730014-165253E; EFT 03-17-2026	\$60.00
3/19/2026	SIMPLIFILE - FILED 03-17-2026; EFT 03-18-2026	\$17,725.50
3/19/2026	CSC GLOBAL - FILED 03-17-2026; EFT 03-18-2026	\$214.00
3/19/2026	AMS - \$166 (OTC) & \$56 (WEB) FILED/SOLD 03-16-2026	\$222.00
3/20/2026	SIMPLIFILE - FILED 03-18-2026; EFT 03-19-2026	\$12,415.75
3/20/2026	CSC GLOBAL - FILED03-08-2026; EFT 03-19-2026	\$106.00
3/20/2026	AMS - \$1386.75 (OTC) & \$5 (WEB) FILED/SOLD 03-17-2026	\$1,391.75
3/23/2026	SIMPLIFILE - FILED 03-19-2026; EFT 03-20-2026	\$14,332.25
3/23/2026	CSC GLOBAL - FILED 03-19-2026; EFT 03-20-2026	\$138.00
3/23/2026	AMS - \$28 (WEB) SOLD 03-18-2026	\$28.00
3/23/2026	IRS - 730014-0165314E; EFT 03-20-2026	\$80.00
3/24/2026	SIMPLIFILE - FILED 03-20-2026; EFT 03-23-2026	\$12,757.50
3/24/2026	CSC GLOBAL - FILED 03-20-2026; EFT 03-23-2026	\$118.00
3/24/2026	AMS - \$20 (OTC) & \$12 (WEB) FILED/SOLD 03-19-2026	\$32.00
3/25/2026	SIMPLIFILE - FILED 03-23-2026; EFT 03-24-2026	\$8,771.00
3/25/2026	CSC GLOBAL - FILED 03-23-2026; EFT 03-24-2026	\$50.00
3/25/2026	AMS - \$449 (OTC) FILED 03-20-2026	\$449.00
3/25/2026	IRS - 730014-165414E; EFT 03-24-2026	\$40.00
3/26/2026	SIMPLIFILE - FILED 03-24-2026; EFT 03-25-2026	\$12,771.00
3/26/2026	CSC GLOBAL - FILED 03-24-2026; EFT 03-25-2026	\$142.00
3/26/2026	AMS - \$88 (OTC) & \$211 (WEB) FILED 03-23-2026	\$299.00
3/27/2026	Simplifile - Filed 03-25-26; EFT 03-26-26	\$24,067.25
3/27/2026	CSC Global - Filed 03-25-26; EFT 03-26-26	\$176.00
3/27/2026	AMS - \$188.00 (OTC) & \$40.00 (WEB) Filed/Sold 03-24-26	\$228.00
TOTAL		\$418,349.50

RECONCILEMENT

The following is a reconciliation of the County

ASSESSOR MARCH
for the month of March 2026

Beginning Depository Balance \$ 301.25
ADD: Collections \$ 172 .00
Cancelled Vouchers \$ 0.00
SUBTRACT: Vouchers Issued \$ 50.00
Ending Depository Balance \$ 423.25
ADD: Vouchers Issued, Not Reg \$ 0.00

Deposits in
Transit- Beginning \$ 0.00
Ending \$ 0.00
Treasurer Error Adjustment \$ 0.00
Officer Error Adjustment \$ 0.00

TREASURER'S BALANCE \$ 423.25

Treasurer (or deputy) initials: *DW*

March 2026 monthly report of

ASSESSOR MARCH

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS
THIS DAY OF , 20

Chairman
Member
Member

MONTHLY REPORT

Of ASSESSOR
CLEVELAND County, Okla.

For month ending on 31ST day of
March 2026

Filed this day

of 20

County Clerk

I, DOUGLAS WARR,
duly elected or appointed, qualified and
acting in and for CLEVELAND
County Oklahoma, do solemnly swear that the
above is true and correct report of all fees
charged and collected in my office for the month
ending on the 31ST day of MARCH,
20 26

Doug Warr
Name Title

Subscribed and sworn to before me this
2nd day of April, 20 26

Diana L. Dye
Notary Public

My Commission Expires: 2-16-2027



NORMAN/MOORE FARM MARKET
Independent Contractor Agreement FY 27

This Independent Contractor Agreement ("Agreement") is entered into between the Cleveland County Norman Farm Market and Brileigh McClain ("Contractor"), for the purpose of Contractor providing services for Cleveland County's Norman Farm Market.

I. Purpose

The purpose of this Agreement is to provide temporary services to assist with Farm Market at The Well (located at 210 S. James Garner Avenue, Norman, OK) and/or Moore Market (located at 700 S. Broadway, Moore, OK). These services include: Set-up and tear-down; veggie valet

II. Term

This Agreement is to be effective on July 1, 2026, through June 30, 2027.

III. Scope of Services

Contractor will provide set-up and tear-down services for the Norman Farm Market and/or Moore Farm market. Such services require physical labor, including hauling and setting up tents and tables. Heavy lifting is required.

Rate of Pay: \$20/hour – anticipated (but not guaranteed) 4-6 hours of labor per Saturday

Paid monthly.

Dates: Saturdays, Year Round according to Farm Market schedule

Time: Set-up begins at 5:00 a.m.

Tear-down begins at 1:00 p.m.

Punctuality and attendance for assigned schedules are required.

Please note that no-shows, tardiness, or inconsistent attendance for assigned schedules may result in forfeiture of future scheduling opportunities.

Cancelling or re-scheduling assigned schedules shall be avoided as much as possible. Any truly emergent schedule changes or cancellations must be submitted to chamilton@clevelandcountyyok.com as soon as practically possible in order to maintain in good standing for future scheduling opportunities.

Eligibility: Not a current Cleveland County employee
Must be 16 or older

Scheduling: Four (4) people will be needed each Saturday.

All 4 must be available to work both the set-up and tear-down hours for any Saturday on which Contractor signs up to work.

Saturday assignments will be made on a first come, first serve basis and will be rotated depending on number of available Contractors. Contractor hereby acknowledges and agrees that execution of this Agreement is not a guarantee of any number of shifts or hours, and the Norman Farm Market retains the right to adjust schedules as needed in its sole discretion for the effective and consistent operation of the market.

IV. Independent Contractor Status/Tax Responsibility/Liability Waiver

Contractor hereby acknowledges and agrees that Contractor is an independent contractor and not an employee of Cleveland County.

As an independent contractor, Contractor will be required to complete a 1099 form and acknowledges and agrees that documentation of monies paid to Contractor will be submitted to the Oklahoma Tax Commission and the Internal Revenue Service. Contractor hereby acknowledges and agrees that no employment or other taxes will be withheld from monies earned and that all tax liability, if any, shall be the sole responsibility of Contractor.

Contractor hereby acknowledges and agrees that as an independent contractor, Contractor is not entitled to workers' compensation benefits. By execution of this agreement, Contractor hereby assumes the risk of performing services under this agreement, and Cleveland County shall not be liable for any personal injuries or property damage or loss that Contractor may incur as a result of performing such services. Contractor agrees to hold harmless Cleveland County and to waive any and all potential claims or losses for any such potential personal injuries or physical damage that may incur against Cleveland County as a result of performing the services in this Agreement.

V. Amendments

Any modifications or amendments to this Agreement shall be in writing, dated and executed by both Contractor and Cleveland County.

VI. Applicable Law and Venue

This contract shall be governed in all respects by the laws of the State of Oklahoma. Any legal cause of action arising out the obligations in this Agreement shall be brought solely in the Oklahoma District Court of Cleveland County or the United States District Court for the Western District of Oklahoma.

VII. Entire Agreement

This Agreement represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

APPROVED this _____ day of _____, 2026

By: Charles Hamilton
210 James Garner Ave
Norman, OK 73069



Charles Hamilton
Farm Market Manager

Date: 4/4/26

Brileigh McClain
Name: [Signature]
Contractor

Date: 4/4/26

APPROVED by the Board of County Commissioners this _____ day of _____, 2026

Chairman Rod Cleveland

Member Rusty Grissom

Member Jacob McHughes

Attest:

Pam Howlett
County Clerk

DOUBLE UP OKLAHOMA CAPACITY BUILDING FUNDS: NOTICE OF AWARD AND AGREEMENT

NAME OF RECIPIENT ORGANIZATION Norman Farm Market		
AMOUNT AWARDED \$2,000.00 See #1 AWARD details below. <i>Funds are available for use through 10/31/26, and the last request for reimbursement is due in November 2026. Any unused funds after 10/31/26, will be considered void.</i>	DATE OF AWARD NOTIFICATION April 3, 2026	PROJECT/BUDGET PERIOD date of award notification through 10/31/26
CHECK-IN DATES Pre project meeting Mid-June and as needed for additional support	MONTHLY REIMBURSEMENT Expenses will be reimbursed monthly and must follow guidelines below. See #3 Report and Invoices , below.	Final Recap Report Due: 11/30/26

The document outlines the terms and conditions of accepting Double Up Oklahoma Capacity Building Funds from Hunger Free Oklahoma.

1. **Final Award:** \$2,000.00 total.

Use of funds is limited to the following approved items from the application below:

Enhancing customer experience

- Produce focused, hands-on cooking classes for Market customers 2/week throughout season
 - Purchase limitations apply. Consult with HFO first.

Important Information:

All Marketing and Capacity Funds awarded must be used to promote Double Up Oklahoma.

Hunger Free OK must approve all print items, social media posts, radio scripts, etc. using Double Up Oklahoma/Double Up Oklahoma logo or any copy about Double Up Oklahoma prior to printing or publishing. Special disclosures may be required.

Markets may only reference that they “Accept SNAP Benefits” only.

Ineligible Expenses:

No part of the capacity building funds may be used for the following:

- To persuade or recruit individuals to apply for SNAP benefits
- Lobbying or other attempts to influence legislation
- To influence the outcome of any specific public election
- To carry out, directly or indirectly, any voter registration drive
- Purchase of equipment.
- Cost of nutrition incentives, including issuing incentives via refund
- Inventory or stocking of fruits and vegetables by retailers
- General operating expenses including existing personnel/staff time
- Any alteration of the EBT Card
- Pay for personnel to help at the market
- System/software upgrades

2. By signing this document, you agree to comply with the terms of this agreement and any restrictions and requirements laid out in the application.

Please submit your agreement, signed with an electronic signature, or scanned after signing, to Kathryn.Galier@HungerFreeOK.org. Be sure to keep a copy for your records.

3. **Reports and Invoices** with sufficient detail will be submitted to Hunger Free Oklahoma as outlined in this agreement.

Monthly Reimbursement: Expenses will be reimbursed monthly, after Hunger Free Oklahoma is invoiced by the Market for approved expenses related to their Capacity Building project from the previous month. **The Capacity Building invoice should be separate from the monthly DUO invoice.** Each expense must be listed as a separate line item on the invoice. Backup records such as receipts or invoices must accompany the request for each monthly reimbursement.

FINAL REPORT: Provide documentation of the expenses incurred and a one-page report detailing the funded project, how funding was used, and impacts of the funding.

4. Proper records, invoices, and books will be maintained by the Recipient Organization that enables Hunger Free Oklahoma to easily determine how funds have been used. Any invoices, receipts, or other documents related to these funds will be made available to Hunger Free Oklahoma upon request.

5. The amount of the grant and specifications of use detailed in section 1 of this agreement will supersede any details provided in the application. Funds cannot be used for other financial obligations, cash flow or general operating expenses unrelated to the approved proposal.

Significant change in the program/project supported by the funding, or any request to change

the allocation or use of funds from the originally submitted budget, must be submitted to Hunger Free Oklahoma in writing and agreed upon by both parties as an addendum to this agreement.

6. Awardee agrees to promptly repay any awarded funds not used for the approved purpose.

7. Legal Provisions:

Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any Party without the prior written consent of the other Party.

This Agreement represents the complete agreement of the parties and supersedes all prior agreements.

Awardee agrees to defend, indemnify, and hold Hunger Free Oklahoma harmless from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the indemnifying party, its employees or agents, in performance of this Agreement.

By signing below, I acknowledge that I fully understand and agree to comply with the above conditions and requirements of accepting this funding from Hunger Free Oklahoma.

Name of Awarded Organization

By:

Title:

Date:

Hunger Free Oklahoma

By:

A handwritten signature in black ink, appearing to be 'M. D.', written over a white background.

Title: President/CEO

Date: April 3, 2026



Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

Renewal Order #: Q-243812
Start Date: June 26, 2026
End Date: November 25, 2026
Billing Frequency: Yearly
Subsidiary: CentralSquare Technologies, LLC

Renewal Order prepared for:
CCO Sheriff Operations, CCO Sheriff Operations
Cleveland County Sheriff
111 N. Peters Ave. Suite 600
Norman, Oklahoma 73069
(405) 701-8888

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Administration PS Pro Core (Agency Site License) Annual Maintenance Fee	1	111.96 USD
2.	Administration PS Pro Core Annual Maintenance Fee	1	59.80 USD
3.	CAD PS Pro Advanced (Agency Site License) Annual Maintenance Fee	1	84.08 USD
4.	CAD PS Pro Advanced (Backup Seat License) Annual Maintenance Fee	2	0.00 USD
5.	CAD PS Pro API Annual Subscription Fee	1	574.12 USD
6.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Maintenance Fee	1	0.00 USD
7.	CAD PS Pro CLQ Location & Image Retrieval Agency Site License Annual Subscription Fee	1	124.80 USD
8.	CAD PS Pro CLQ Location & Image Retrieval Core Annual Subscription Fee	1	249.60 USD
9.	CAD PS Pro Core (Agency Site License) Annual Maintenance Fee	1	252.25 USD
10.	CAD PS Pro Core (Backup Seat License) Annual Maintenance Fee	2	0.00 USD
11.	CAD PS Pro Core Annual Maintenance Fee	1	224.23 USD
12.	CAD PS Pro E911 (ANI/ALI) Interface Annual Maintenance Fee	1	0.00 USD
13.	CAD PS Pro Priority SMS Paging Agency Site License Annual Subscription Fee	1	570.89 USD

MORE INFORMATION AT CENTRALSQUARE.COM



Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

14.	CAD PS Pro Priority SMS Paging Core Annual Subscription Fee	1	761.18 USD
15.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Maintenance Fee	1	0.00 USD
16.	Civil PS Pro Advanced (Agency Site License) Annual Maintenance Fee	1	38.39 USD
17.	Civil PS Pro Core (Agency Site License) Annual Maintenance Fee	1	115.16 USD
18.	Civil PS Pro Core Annual Maintenance Fee	1	74.74 USD
19.	Community Data Platform Annual Subscription Fee	1	0.00 USD
20.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	20	1,050.00 USD
21.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	50	626.50 USD
22.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	25	314.00 USD
23.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	5	262.50 USD
24.	Financial PS Pro Core (Agency Site License) Annual Maintenance Fee	1	0.00 USD
25.	Financial PS Pro Core Annual Maintenance Fee	1	0.00 USD
26.	Jail PS Pro Advanced (Agency Site License) Annual Maintenance Fee	1	418.73 USD
27.	Jail PS Pro Commissary Interface (Export) Annual Maintenance Fee	1	130.06 USD
28.	Jail PS Pro Core (Agency Site License) Annual Maintenance Fee	1	1,256.12 USD
29.	Jail PS Pro Core Annual Maintenance Fee	1	328.87 USD
30.	Jail PS Pro GUARDIAN RFID Interface (Import and Export) Annual Subscription Fee	1	303.80 USD
31.	Jail PS Pro Inmate Phone Interface (Export) Annual Maintenance Fee	1	130.06 USD
32.	Jail PS Pro LiveScan/AFIS Interface (Export) Annual Maintenance Fee	1	194.37 USD
33.	Jail PS Pro Medical Records Interface (Export) Annual Maintenance Fee	1	130.06 USD



Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

34.	Jail PS Pro NDEx Adapter (IB IEPD) Annual Maintenance Fee	1	0.00 USD
35.	Jail PS Pro VINE Interface (Export) Annual Maintenance Fee	1	130.06 USD
36.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Maintenance Fee	1	84.08 USD
37.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Maintenance Fee	2	10.47 USD
38.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Maintenance Fee	1	67.27 USD
39.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Maintenance Fee	1	134.51 USD
40.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Maintenance Fee	2	26.96 USD
41.	Mapping PS Pro Core Annual Maintenance Fee	1	179.34 USD
42.	Mobile PS Pro Accident Reporting Annual Maintenance Fee	40	149.49 USD
43.	Mobile PS Pro AVL Annual Maintenance Fee	40	119.58 USD
44.	Mobile PS Pro CAD Annual Maintenance Fee	40	269.07 USD
45.	Mobile PS Pro Civil Annual Maintenance Fee	40	0.00 USD
46.	Mobile PS Pro Core Annual Maintenance Fee	1	74.74 USD
47.	Mobile PS Pro eCitations Annual Maintenance Fee	40	209.28 USD
48.	Mobile PS Pro Mapping Annual Maintenance Fee	40	657.67 USD
49.	Mobile PS Pro NCIC Annual Maintenance Fee	40	0.00 USD
50.	Mobile PS Pro Records Annual Maintenance Fee	40	568.05 USD
51.	Personnel PS Pro Advanced (Agency Site License) Annual Maintenance Fee	1	40.99 USD
52.	Personnel PS Pro Core (Agency Site License) Annual Maintenance Fee	1	0.00 USD
53.	Personnel PS Pro Core Annual Maintenance Fee	1	0.00 USD
54.	Portal PS Pro Community Involvement Pack Annual Subscription Fee	1	172.69 USD
55.	Portal PS Pro Remote CFS View Pack Annual Subscription Fee	1	172.69 USD
56.	PS Pro Esri Server Annual Maintenance Fee	1	124.54 USD
57.	PS Pro OLETS/NCIC Interface (Basic Queries) Annual	1	290.59 USD



Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

	Maintenance Fee		
58.	PS Pro OLETS/NCIC Interface (Criminal History) Annual Maintenance Fee	1	21.80 USD
59.	PS Pro OLETS/NCIC Interface (Warrants) Annual Maintenance Fee	1	174.35 USD
60.	PS Pro Production GIS Virtual Server Annual Maintenance Fee	1	0.00 USD
61.	PS Pro Production NCIC Virtual Server Annual Maintenance Fee	1	0.00 USD
62.	PS Pro Reporting Core Annual Maintenance Fee	1	0.00 USD
63.	PS Pro Reporting Universal Interface Engine Annual Maintenance Fee	1	0.00 USD
64.	PS Pro Time Synchronization Interface Annual Maintenance Fee	1	0.00 USD
65.	Records PS Pro Accident Reporting Annual Maintenance Fee	1	74.74 USD
66.	Records PS Pro Accident Reporting State-Specific Form Annual Maintenance Fee	1	74.74 USD
67.	Records PS Pro Advanced (Agency Site License) Annual Maintenance Fee	1	140.52 USD
68.	Records PS Pro Core (Agency Site License) Annual Maintenance Fee	1	421.55 USD
69.	Records PS Pro Core Annual Maintenance Fee	1	112.12 USD
70.	Records PS Pro eCitations Annual Maintenance Fee	1	74.74 USD
71.	Records PS Pro eCitations State-Specific Form Annual Maintenance Fee	1	74.74 USD
72.	Records PS Pro NDEx Adapter (IA IEPD) Annual Maintenance Fee	1	0.00 USD
73.	Records PS Pro OK Crime Reporting (SIBRS) Interface Annual Maintenance Fee	1	0.00 USD

WHAT HARDWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	PS Pro Production Server Annual Maintenance Fee	1	635.45 USD

MORE INFORMATION AT CENTRAL SQUARE.COM



Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

2.	PS Pro Training/Testing Server Annual Maintenance Fee	1	484.49 USD
			Total: 140,460.92 USD
			Discount Total: 150.30 USD
			Renewal Order Total: 14,157.58 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

RECONCILEMENT

The following is a reconciliation of the within report with the report of the County Sheriff for the month of March 2026

Beginning Depository Balance	\$	<u>2,524.96</u>
ADD: Collections	\$	<u>2,307.50</u>
Cancelled Vouchers	\$	<u>0.00</u>
SUBTRACT: Insufficient Checks	\$	<u>0.00</u>
SUBTRACT: Vouchers Issued	\$	<u>2,524.96</u>
Ending Depository Balance	\$	<u>2,307.50</u>
ADD: Vouchers Issued, Not Reg	\$	<u>0.00</u>
Deposits in Transit: Beginning	\$	<u>0.00</u>
Ending	\$	<u>0.00</u>
TREASURER Errors	\$	<u>0.00</u>
	\$	<u>0.00</u>
COUNTY CLERK'S Errors	\$	<u>0.00</u>
	\$	<u>0.00</u>
TREASURER'S BALANCE	\$	<u>2,307.50</u>

S. Packermon
(Officer)
MONTHLY REPORT FOR THE MONTH OF March 2026
APPROVED BY THE BOARD OF COUNTY COMMISSIONERS
THIS DAY OF 2026

Chairman _____
Member _____
Member _____

MONTHLY REPORT

Of the County Sheriff
Cleveland County, Oklahoma

For the month ending on the 31STMARCH2026

Reconciled and Filed this _____ day
of _____ 2026

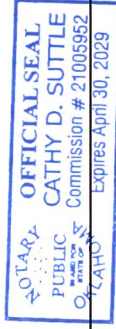
Officer _____

I, Chris Amason, Officer
duly elected, qualified and acting in and for Cleveland County,
Oklahoma do solemnly swear that the above is true and
correct report of all fees charged and collected in my office
For the month ending on the 31STMARCH2026

Chris Amason
Officer

Subscribed and sworn to before me this
6th day of March 2026

Notary Public



My Commission Expires: _____

RECONCILEMENT

The following is a reconciliation of the County

Cleveland Sheriff for the month of MARCH 2026

Beginning Depository Balance \$ 850.00

ADD: Collections \$ 985.00

Cancelled Vouchers \$ 0.00

SUBTRACT: Vouchers Issued \$ 850.00

Ending Depository Balance \$ 985.00

ADD: Vouchers Issued, Not Reg \$ 0.00

Deposits in Transit Beginning \$ 0.00

Ending \$ 0.00

Treasurer Error Adjustment \$ 0.00

Officer Error Adjustment \$ 0.00

TREASURER'S BALANCE \$ 985.00

Treasurer (or deputy) initials: [Signature]

MARCH 2026 monthly report of

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS

THIS DAY OF , 20

Chairman

Member

Member

[Signature]

MONTHLY REPORT

Of MARCH Cleveland County, Okla. For month ending on 31 day of MARCH 2026

Filed this day of 20

County Clerk

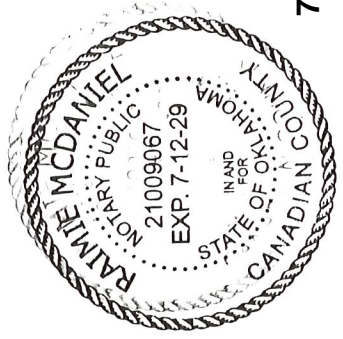
I, Chris Amason/Micheal Finley, duly elected or appointed, qualified and acting in and for

County Oklahoma, do solemnly swear that the above is true and correct report of all fees charged and collected in my office for the month ending on the day of 20

[Signature] Name Title

Subscribed and sworn to before me this day of April, 20 20 Notary Public Raimie McDaniel

My Commission Expires: 7-12-29



RECONCILEMENT

The following is a reconciliation of the County

Cleveland Sheriff for the month of MARCH 2026

Beginning Depository Balance \$ 89,701.78
 ADD: Collections \$ 57,650.00
 Cancelled Vouchers \$ 0.00
 SUBTRACT: Vouchers Issued \$ 42,971.25
 Ending Depository Balance \$ 104,380.53
 ADD: Vouchers Issued, Not Reg \$ 0.00

Deposits in Transit- Beginning \$ 0.00
 Ending \$ 0.00
 Treasurer Error Adjustment \$ 0.00
 Officer Error Adjustment \$ 0.00
 TREASURER'S BALANCE \$ 104,380.53

Treasurer (or deputy) initials: *[Signature]*
 MARCH monthly report of 2026

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS

THIS DAY OF _____, 20_____

Chairman _____
 Member _____
 Member _____

[Signature]

MONTHLY REPORT

Of MARCH
 Cleveland County, Okla.
 For month ending on 31 day of
 MARCH 2026

Filed this _____ day
 of _____ 20_____

County Clerk _____

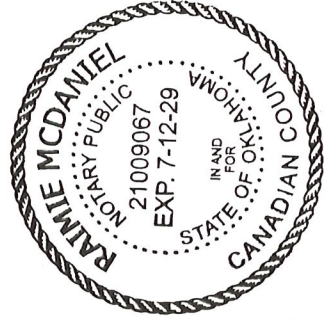
I, Chris Amason / Micheal Finley,
 duly elected or appointed, qualified and
 acting in and for _____
 County Oklahoma, do solemnly swear that the
 above is true and correct report of all fees
 charged and collected in my office for the month
 ending on the _____ day of _____
 20_____

[Signature]
 Name _____ Title _____

Subscribed and sworn to before me this
 8th day of April, 2026

[Signature]
 Notary Public

My Commission Expires: 7-12-29



RECONCILEMENT

The following is a reconciliation of the County

Cleveland Sheriff
for the month of March 2026

Beginning Depository Balance \$ 1,011.18
 ADD: Collections \$ 1.61
 Cancelled Vouchers \$ 0.00
 SUBTRACT: Vouchers Issued \$ 0.00
 Ending Depository Balance \$ 1,012.79
 ADD: Vouchers Issued; Not Reg \$ 0.00

Deposits in Transit- Beginning \$ 0.00
 Ending \$ 0.00
 Treasurer Error Adjustment \$ 0.00
 Officer Error Adjustment \$ 0.00

TREASURER'S BALANCE \$ 1,012.79

Treasurer (or deputy) initials: _____

March 2026 monthly report of

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS

THIS DAY OF _____, 20_____

Chairman _____
 Member _____
 Member _____

MONTHLY REPORT

Of March
 Cleveland County, Okla.
 For month ending on 31 day of
 March 2026

Filed this _____ day
 of _____ 20_____

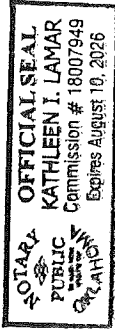
County Clerk _____

I, Chris Amason / Micheal Finley,
 duly elected or appointed, qualified and
 acting in and for _____
 County Oklahoma, do solemnly swear that the
 above is true and correct report of all fees
 charged and collected in my office for the month
 ending on the _____ day of _____,
 20_____

[Signature]
 Name _____ Title _____

Subscribed and sworn to before me this
4th day of April, 2026
[Signature]
 Notary Public

My Commission Expires: 08/10/2026





SALES QUOTE

Sales Quote Number: 08-0805-3943
 Sales Quote Date: 04/08/26
 Salesperson: 0805 TMHD
 Customer Number: 08-0049556
 Location Number: 0825

3499 Rider Trail South
 Earth City, MO 63045
 314-344-1100

Sold To:
 Cleveland County Emergency Management
 Accounts Payable
 201 S. Jones Ave Ste 110
 Norman, OK 72069
Confirm To:

Ship To:
 Cleveland County Emergency Management
 201 S. Jones Ave Ste 110
 Norman, OK 72069

Customer P.O.	Ship VIA:	Ship Acct.#	Terms					
			Net 30 Days					
Item/Description	Unit	Ordered	Delivered	Back Ordered	Unit Price	Ext. Price	Tax	
AEDS								
3252	10-pk Procell Intense Lithium	Each: 13	0	13	\$69.00	\$897.00		
3254	Zoll CPR-D Padz	Each: 13	0	13	\$275.00	\$0.00		
		26	0	26		\$4472.00		

**Quotes do not reflect
 tax and freight.**
 Sales Quote Order: \$4472.00

Thank you for your business!
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AGENDA REQUEST FORM

Agenda Item: Accept, Award and/or Reject County Bid # COM-2190
Name of Person Submitting Request: Keri Lyles
Address: Purchasing Dept.
Phone: (405) 366-0224
Date Requested: 4/13/2026

Description of Agenda Item Including purpose for consideration by Board of County Commissioners (include type of Motion requested).

Bid # COM -2190 Installation of a new air handler for the courthouse and business offices in Norman.

Includes the removal of the old unit and installation of a new unit and all related componenets.

(ARPA Funds)

Internal Use Only

Received By: _____		Date Assigned: _____
Acknowledge: _____	(Chairman)	Applicant Notified: _____
_____	(Member)	Routine (Consent) Item: _____
_____	(Member)	

Other Parties Notified: _____

