

**Cleveland County, OK**  
**Cleveland County Office Building**

201 South Jones  
Norman, OK 73069  
Suite 200

9:57:27 AM

FILED IN OFFICE  
COUNTY CLERK  
NORMAN, OK



Printed on 3/6/2026  
Pamela Howlett,  
County Clerk, Cleveland County

*Pam Howlett*

**Board of County Commissioners**  
**Regular Meeting Agenda**

**Monday, March 9, 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 March 6, 2026.**

**Approval of Minutes**

1. Discussion and possible action regarding approval of the minutes of the Meeting held on March 2, 2026.

[03.02.2026 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.

**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**

**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.**

Discussion, Consideration and/or Action regarding the following:

2. Discussion and possible action regarding 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.
3. Discussion and possible action regarding 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.

4. Discussion and possible action regarding claims for Payment of Personnel Services for payroll period ending February 28, 2026..

[3.13.26 Payroll Totals](#)

5. Discussion and possible action regarding - Quote from Bob Usry & Sons Inc for gas line connection at the Election Board using ARPA Project # 3.009, Object Code 54827, for \$3,662.00.

[Bob Usry](#)

6. Discussion and possible action regarding - Public Fleet Conversion Grant Contract with the Association of Central Oklahoma Governments (ACOG) for the purchase of one (1) dual DC fast charger, to be installed at the Cleveland County Fairgrounds, grant amount not to exceed \$69,584.00.

[FY2026 - Cleveland County - Public Fleet Grant Contract](#)

7. Discussion and possible action regarding - Professional Services agreement with Consor Engineers for engineering services as requested by the County Commissioners, fee schedule attached.

[Consor Engineers Statement of Engagement and Fee Schedule](#)  
[3.3.26](#)

8. 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 49 for \$65,000.00 on Project #J3-1255(004).

[Cleveland County claim #6](#)  
[Agreed JE](#)

9. Discussion and possible action regarding - Quote from RSM US Product Sales LLC for Singularity Commercial server and workstation protection and related support for \$5,005.00.

[Cleveland County, Oklahoma SentinelOne Singularity Quote 116514](#)

10. Discussion and possible action regarding - Appointment and Removal of Receiving Officers - Add Bailey Breen to accounts 251200 & 251201 and Remove Jodi Roundtree from accounts 251200 & 251201.

[Appointment of Receiving Officer\(s\) Blank](#)

11. Discussion and possible action regarding - Two (2) Quotes from Apple for a new computers and related equipment for both the Courthouse and District 1 barn locations at \$2,996.00 each for a total cost of \$5,992.00 using LATCF ARPA Grant 570120-54867.

[2112438776](#)

[2112438777](#)

12. Discussion and possible action regarding - Payment of DriveSavers invoice for \$12,812.50 for cyber security.

[Data Recovery Expense](#)

13. Discussion and possible action regarding the approval of a Resolution for Disposing of Equipment - multiple monitors, for the County Clerk's Office.

[Resolution for Disposing of Equipment Co Clerk](#)

14. Request approval of the renewal yearly software maintenance agreement with iTouch Biometrics. This is a software that is used by the detention facility for fingerprints. The software allows access to the Accurate- ID Software Suite. Includes iTough Technical Support, software and statue updates for licensed products required by the appropriate State agency. Maintenance period will be 4/30/26 through 04/29/27 with an annual cost of \$1,980.00.

[iTouch Biometrics Software maintenance agreement](#)

15. Requesting the approval to start the application process for the Highway Safety Grant for FY2027. The Sheriff's Office uses the OHSO Grant funding to emphasis on impaired driving, contributing to statewide traffic safety improvement goal and the reduction of KA crashes throughout Cleveland County.

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

[County Treasurer's Fee of Daily Collections Report February 2026](#)

## End of Consent Agenda

## Bid Opening

State Law requires bids to be opened in a public meeting of the Board of County Commissioner

17. Discussion and possible action regarding Bid #COM3-2184 Design and build a new 40'x20' raised metal stage 3' above grade and a 15' awning coming off the front of the stage. ARPA - Proj #3.008/Obj. Code: 54820

[Agenda Request Form - #COM3-2184](#)

18. Discussion and possible action regarding Bid #CW-2187 Non-Encumbered Contract for crack sealing, large crack and transverse depressed crack repairs for chip seal and asphalt roadways, driveways and parking lots for Cleveland County

[Agenda Request Form - #CW-2187](#)

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

19. Discussion and possible action regarding Bid #COM-2176 Elevator Replacement-Installation and upgrades of existing elevator to meet current requirements for the State Codes. ARPA Building & Grounds Repair/ #55060 is being used.

[Copy of Agenda Request Form - #COM-2176 \(2\)](#)

### **Items of Business**

**New Business: As per 2001 25 O.S. § 3 I I(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**

**Adjourn**

**Cleveland County, OK**  
**Cleveland County Office Building**

*201 South Jones  
Norman, OK 73069  
Suite 200*



**Board of County Commissioners**  
**Meeting Minutes**

**Monday, March 2, 2026**  
**1:00 PM**

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

*<https://www.clevelandcountyoak.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 Friday, February 27, 2026.

### Approval of Minutes

1. Discussion and possible action regarding the approval of the Board of County Commissioners Minutes for February 23, 2026.

[2026-02-23 Minutes](#)

A motion was made by Vice Chairman Grissom, seconded by Member Cleveland, that the minutes be approved. The motion carried by the following vote:

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

Cynthia Rogers signed up for Public Comment concerning Item No. 19. She asked that the Board remove it from the agenda and let it go out for a public vote for the people to decide if they want an entertainment venue.

Chairman McHughes said that they have a whole legal team who confirms that the agenda is in compliance with the law.

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 McHughes moved, seconded by Vice Chairman Grissom, to approve the Consent Items.

**Aye:** 3 - McHughes, Grissom, and Cleveland

Motion carried.

2. Discussion and possible action regarding 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.
3. Discussion and possible action regarding 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.

4. Discussion and possible action regarding - Removal of Receiving Officer Jodi Roundtree - remove from all Appropriation Accounts in the following: 100120, 100124, 100201, 100255, 100270, 100280, 112120

[Agenda Request Form](#)

5. Discussion and possible action to approve the Proposal for Contract Work between Rosenfelt Auctions and the Board of County Commissioners to haul off surplus scrap metal for 50% of the proceeds for Cleveland County. Rosenfelt Auctions will pick up and haul all scrap metal to scrap management of Oklahoma in OKC.

[Scrap Metal Quote for BOCC 3-2-26](#)

6. Discussion and possible action regarding Tank Lease with OLG for existing Tank for District #1.

[OLG Tank Lease 2](#)

7. Discussion and possible action regarding a new tank lease with OLG for District #1.

[OLG Tank Lease 1](#)

8. Discussion and possible action regarding, to receive Termination of Lease Agreement Letter from Del Nero Communications Managements, LLC.

[Termination of Lease Agreement](#)

9. Discussion and possible action regarding Kofile project change request form, scope of work to redact Social Security Numbers (SSNs), Date of Birth (DOBs) and creation of index at no additional cost.

[Kofile Change Request Form](#)

10. Discussion and possible action regarding Commercial Services Agreement between Cox Business and Cleveland County Clerk.

[Cox Business -County Clerk](#)

11. Discussion and possible action to approve a Contract between Cleveland County Health Department and Kelly Haggard to provide Senior Fitness classes at The Well. The Health Department will pay \$30 per class at The Well. The contract is to be effective January 15, 2026.

[2026-023-02 Hlth Dept Kelly Haggard](#)

12. Discussion and possible action regarding Appropriations for January 16, 2026 through February 15, 2026

Cash Fund Request for Appropriations FY 2025/2026

01) Assessor Revolving	120133-55000	\$94.00
02) County Bridge & Road Improvement Dist. #1	202910-50000	\$12,323.53
03) County Bridge & Road Improvement Dist.#2	202920-50000	\$272,641.24
04) County Bridge & Road Improvement Dist. #3	202930-50000	\$20,210.58
05) County Clerk Lien Fee Payroll	119170-51000	\$8,608.19
06) County Clerk Rec Mgmt/Presrv Fee	115170-54000	\$40,180.00
07) DA Revolving Fund	207165-54000	\$391.92
08) Fairgrounds	128700-55000	\$23,240.70
09) Farm Market Fund	133285-54000	\$1,960.00
10) Farm Market Fund	133285-51000	\$400.00
11) Health	105265-54000	\$3,865.00
12) Highway District #1	110910-51000	\$80,000.00
13) Highway District #1	110910-54000	\$43,363.32
14) Highway District #2	110920-51000	\$95,642.32
15) Highway District #2	110920-54000	\$95,642.32
16) Highway District #3	110930-51000	\$90,000.00
17) Highway District #3	110930-54000	\$106,360.37
18) Jail Commissary	204553-54000	\$91,471.50
19) Opioid Abatement Settlement	251200-54868	\$19,775.03
20) Sales Tax	619150-54000	\$687,071.48
21) Sheriff Service Fees	116500-54000	\$27,189.05
22) Sheriff Service Fees	116554-51000	\$6,771.15
23) Sheriff Service Fees	116552-54000	\$211,869.09
24) Sheriff Service Fees	116500-51000	\$13,400.80
25) Sheriff Service Fees	116450-51000	\$180,793.17
26) Stop Violence Against Women	602166-51000	\$11,485.00
27) Treasurer Certification Fee	114150-55000	\$5,660.00

[Appropriations Jan 16, 2026 to Feb 15, 2026](#)

13. Discussion and possible action regarding - Approval of the Noble Farm Market Rules and Regulations.

[2026 Noble Rules and Regulations](#)

14. Discussion and possible action regarding - **Norman Public Schools (School District No. 29)** Memorandum of Understanding for the use of Cleveland County Fairgrounds facilities/equipment/parking lots to be used by Norman Public Schools as an Emergency Evacuation Site for students.

[NPS 29 MOU EVAC](#)

**End of Consent Agenda****Bid Opening**

15. Discussion and possible action regarding Bid #COM-2176 Elevator Replacement- Installation and upgrades of existing elevator to meet current requirements for the State Codes. ARPA Building & Grounds Repair/ #55060 is being used

[Agenda Request Form - #COM-2176 \(2\)](#)

A motion was made by Chairman McHughes, seconded by Vice Chairman Grissom, to accept the only bid received from American Elevator Company and to postpone the decision to award or reject the bid until a later date. At that time, the purchasing department will review and tabulate the bid and present its findings to the Board of County Commissioners. The motion carried by the following vote:

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

**Unfinished Business:**

16. Discussion and possible action on County-wide Burn Ban.

A motion was made by Member Cleveland, seconded by Vice Chairman Grissom, to strike this item from the agenda. The motion carried by the following vote:

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

17. Discussion and possible action regarding Bid #HWY-2182 Three (3) month non-encumbered contract to provide materials and installation of Asphaltic Concrete Base and Surface Coarse (Hot Mix/Hot Laid Asphalt). The bid term will be from March 1, 2026 through May 31, 2026.

[Agenda Request Form - #HWY-2182 \(2\)](#)

A motion was made by Chairman McHughes, seconded by Vice Chairman Grissom, that this item be awarded to Haskell Lemon Group, LLC, and Silver Star Construction Company, Inc. The motion carried by the following vote:

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

18. Discussion and possible action regarding #HWY-2186 Road Oils, Emulsions and Sealants-Six (6) month Non-Encumbered Contract for Road Oils, Emulsions and Sealants for the County Commissioners. The bid term will be from March 7, 2026 through September 6, 2026.

[Agenda Request Form - #HWY-2186 \(3\)](#)

A motion was made by Chairman McHughes, seconded by Member Cleveland, that this item be awarded to Ergon Asphalt Emulsions Inc.; Coastal Energy Corp.; and Vance Brothers, LLC. The motion carried by the following vote:

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

**Items of Business**

19. Consideration and action upon a resolution authorizing and approving the incurring of indebtedness by the Cleveland County Recreational and Entertainment Facilities Authority (herein the "Authority"), to be accomplished by the issuance of bonds, notes, or other evidences of indebtedness, on an interim or short term basis (the "BANs"), to be ultimately retired from the proceeds of a long-term bond issue expected to be issued within eighteen (18) months of the issuance of the BAN, said BAN to be issued in one or more series or issues, on a tax-exempt or taxable basis, either simultaneously or consecutively, in amounts deemed necessary by the Authority to further the development of the Arena Project, all issuances simultaneously or consecutively not to exceed the total aggregate principal par amount of Fifty Million Dollars (\$50,000,000) for the financing of the acquisitions, design, construction, financing, furnishings, capital facilities and improvements, equipment, fixtures, site acquisition, site preparation, street improvements, relocation of offices, and other facilities, and maintenance and operation expenses for the Cleveland County Arena Project located in Cleveland County; establish a reserve fund, if any, capitalize interest, if any, and pay costs of issuance; waiving competitive bidding in regard to the sale of said BANs; approving and authorizing the execution and delivery of documents in connection therewith, including, but not limited to, an indenture, a preliminary offering documents an final offering documents, continuing disclosure agreements, written compliance procedures, a federal tax certificate and a BAN purchase agreement; selection of professionals to effect said financing and the taking of other action with respect thereto.

[County Commissioner Notice & Agenda - Approving Indebtedness](#)

A motion was made by Chairman McHughes, seconded by Member Cleveland, that this item be approved. The motion carried by the following vote:

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

20. Discussion, consideration, and possible action regarding - receipt of application from John Roberts for a Certificate of Authority to establish a private cemetery at 3751 Heritage Lane, Norman, OK 73026; setting of public hearing on such application for March 16, 2026, at 1:30 P.M.; and directing that notice of public hearing be sent to the Norman Transcript to be published once a week for two consecutive weeks as required by 8 O.S. § 183.

Applicaton for Private Cemetery - Roberts

A motion was made by Chairman McHughes, seconded by Member Cleveland, to accept the receipt of the application. A public hearing will be scheduled to consider recommendations. The motion carried by the following vote:

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

21. Discussion and possible action regarding the signing and approving of the Noble Farm Market MOU

Noble MOU-signed by Noble

A motion was made by Vice Chairman Grissom, seconded by Member Cleveland, that this item be approved. The motion carried by the following vote:

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

22. Discussion and/or action regarding Cleveland County's proposed services to be funded by the County Community Safety Investment Fund (SQ781). Proposed services include: recovery based housing with recovery support services, treatment services for Cleveland County Treatment Court participants and Cleveland County residents who are indigent, but do not qualify for Medicaid, financial assistance for Cleveland County residents receiving Medication Assisted Treatment, support and expansion of mobile crisis services in Cleveland County, civil legal services for Treatment and Wellness Court participants, housing, transportation, educational/vocational training assistance, driver's license reinstatement assistance for Treatment and Wellness Court participants, and expanded education, employment, and housing opportunities through the clubhouse model.

Description of proposed servicesBudget Summary - 2026

A motion was made by Chairman McHughes, seconded by Member Cleveland, that this item be approved. The motion carried by the following vote:

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

**No new business was presented during this meeting for discussion.**

**Member Rod Cleveland provided additional details regarding Item No. 22, noting it will benefit many people. He also expressed that his prayers are with the people of Iran.**

**Adjourn**

At 1:08 P.M., a motion was made by Member Cleveland, seconded by Vice Chairman Grissom, to adjourn the meeting. The motion carried by the following vote:

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

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

---

**Chairman**

**ATTEST:**

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**Pam Howlett, County Clerk**

**Minutes Prepared by:** \_\_\_\_\_  
**Deputy County Clerk**

100120 Commissioners GF	\$37,874.17
100122 Employee Benefit GF	\$15,150.00
100132 Assessor Revaluation GF	\$57,452.98
100133 Assessor GF	\$56,155.44
100150 Treasurer GF	\$34,707.57
113150 Resale Property Fund	\$36,802.19
100160 Court Judges GF	\$1,291.80
100161 Court Clerk GF	\$90,777.29
100170 County Clerk GF	\$98,177.66
119170 County Clerk Lien	\$3,403.98
100180 Excise/Equalization Board GF	\$0.00
100240 Procurement GF	\$6,966.91
100250 Election Board GF	\$41,844.63
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	\$265,109.92
100550 Sheriff Admin and Patrol GF	\$0.00
100551 Sheriff Bldg Security GF	\$0.00
100552 Sheriff Detention Center GF	\$253,137.18
116450 School Resource Officer	\$0.00
116500 Sheriff Service Fee	\$1,281.73
116554 Sheriff 911	\$0.00
209500 Public Safety Sales Tax	\$1,226.64
100600 Early Settlement GF	\$3,286.52
100700 Fairgrounds GF	\$21,474.10
128700 Fairgrounds Revolving	\$4,287.30
100910 District One GF	\$23,341.65
110910 District One Highway Fund	\$33,191.58
100920 District Two GF	\$11,473.94
110920 District Two Highway Fund	\$58,730.76
100930 District Three GF	\$24,263.53
110930 District Three Highway Fund	\$41,409.81
133285 The Farm Market	\$430.60

\$1,300,336.30

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Vice-Chairman

By: \_\_\_\_\_  
Member

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

# QUOTE

**BOB USRY & SONS INC**

P.O. BOX 1272  
NORMAN, OK 73070  
Phone: (405) 364-1001 Fax: (405) 360-9999

QUOTE DATE: 02/24/26  
QUOTE NUMBER: 3489  
DATE NEEDED:  
QUOTE EXPIRES: 03/26/26  
JOB :631 EAST ROBINSON NORMAN OK

QUOTED FOR: CLEVELAND COUNTY  
201 S. JONES  
NORMAN, OK 73069

SHIP TO: CLEVELAND COUNTY  
201 S. JONES  
NORMAN, OK 73069

CUSTOMER ID	PURCHASE ORDER	SALES REPRESENTATIVE	PAYMENT TERMS	SHIP VIA	F.O.B.	PAGE
693		BCU			Origin	1 of 2

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
		<p>Job: 631 E Robinson Norman</p> <p>Furnish material and labor to install a new gas line from the outside gas riser to the inside furnace located in the building approximately 15feet' above the floor.</p> <p>We will connect to the outside 2inch"gas riser. We will need to penetrate the outside wall and surface mount a 1inch"gas line on the east interior wall.</p> <p>We will run the gas line from the south side across the building to the north to the furnace.</p> <p>NOTE: Due to the height of the gas line servicing the furnace we will need to use a lift.</p>		

Printed using A-Systems JobView 25.1 (www.a-systems.net).

SUBTOTAL:	
SALES TAX:	
SHIPPING:	
OTHER:	
<b>TOTAL</b>	

# QUOTE

**BOB USRY & SONS INC**  
P.O. BOX 1272  
NORMAN, OK 73070  
Phone: (405) 364-1001 Fax: (405) 360-9999

QUOTE DATE: 02/24/26  
QUOTE NUMBER: 3489  
DATE NEEDED:  
QUOTE EXPIRES: 03/26/26  
JOB :631 EAST ROBINSON NORMAN OK

QUOTED FOR: CLEVELAND COUNTY  
201 S. JONES  
NORMAN, OK 73069

SHIP TO: CLEVELAND COUNTY  
201 S. JONES  
NORMAN, OK 73069

CUSTOMER ID	PURCHASE ORDER	SALES REPRESENTATIVE	PAYMENT TERMS	SHIP VIA	F.O.B.	PAGE
693		BCU			Origin	2 of 2

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
		The new gas line will be a 1inch"schedule 40 black steel line. The line and wall penetration will be secured accordingly.		
		NOTE: We will not be responsible for any existing plumbing or customer furnished items.		
1.00		TOTAL QUOTE	3,662.0000	3,662.00
		THANK YOU FOR ALLOWING US TO QUOTE THIS PROJECT PLEASE SIGN TO ACCEPT QUOTE _____		

Printed using A-Systems JobView 25.1 (www.a-systems.net).

SUBTOTAL:	3,662.00
SALES TAX:	0.00
SHIPPING:	0.00
OTHER:	0.00
<b>TOTAL</b>	<b>3,662.00</b>

**PUBLIC FLEET CONVERSION GRANT CONTRACT  
BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS  
AND  
CLEVELAND COUNTY  
(CFDA 20.205)**

This Grant Contract, by and between the Association of Central Oklahoma Governments, hereinafter referred to as "ACOG" and Cleveland County, hereinafter referred to as the "Grantee," is for the provision of reimbursement of certain costs incurred for the purchase of one (1) dual DC fast charger as further defined in the "SCOPE OF SERVICES."

**Amount of Grant not to exceed:** Sixty-nine thousand, five hundred and eighty-four dollars (\$69,584).

Grantee Federal Employer Identification: 73-6006354

**A. SCOPE OF SERVICES**

A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.

A.2. The intention of ACOG in awarding these grant funds is to seed the advancement of alternative fuel vehicles, certain hybrid vehicles, and alternative fuel infrastructure as delineated by the Federal Highway Administration's Congestion Mitigation Air Quality (CMAQ) and Carbon Reduction Program (CRP) funding guidelines within the Central Oklahoma region to reduce vehicle emissions and to support the Clean Air Act and its amendments. The State of Oklahoma considers ACOG a subrecipient of the federal funds it receives as reimbursement under this agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this project is 20.205, title Highway Planning and Construction.

A.2.a. Grantee agrees that all equipment, parts, vehicles purchased with ACOG Public Fleet Conversion Grants funds, hereinafter referred to as "ACOG CLEAN AIR Public Fleet Grants," will be new and unused.

A.2.b. Funds are intended to defray costs related to the purchase of one (1) dual DC fast charger.

A.2.c. Except for circumstances described in Section D.8., Grantee agrees that any and all liability of any kind stemming from the purchase and use of these vehicles, or equipment, remains with and will be the sole responsibility of the Grantee.

A.2.d. Grantee shall be solely responsible for all ongoing maintenance of the vehicle(s) or equipment.

A.2.e. Grantee will check with ACOG to determine how to publicly mark vehicles and/or infrastructure equipment. Grantee will prominently and visibly mark all ACOG CLEAN AIR Public Fleet Grants-funded vehicles, fueling or charging station(s) in such a way that promotes alternative fuels or clean fuel vehicle technology, and clean air. Acceptable station signage shall include station banners, flags, marquees, pump toppers and pump wraps or other prominent

pump signage. Acceptable vehicle signage shall include vehicle wraps or partial wraps, prominent slogans affixed to the vehicles, and the like. This signage shall remain affixed to fuel dispensers, and vehicles until the grant-funded equipment and/or vehicles are retired from Grantee's fleet service.

A.2.f. Grantee will visibly and distinctly label all ACOG CLEAN AIR Public Fleet Grants-funded vehicles with the following: "Funded in partnership with ACOG" or "Funded in Partnership with (ACOG logo)."

A.2.g. Grantee will visibly and distinctly label all ACOG CLEAN AIR Public Fleet Grants-funded *infrastructure* project with the following: CLEAN AIR Fueling Project funded in partnership with the Association of Central Oklahoma Governments or CLEAN AIR Fueling Facility funded in partnership with the Association of Central Oklahoma Governments.

A.3. **Progress Reports:** Grantee shall provide to ACOG quarterly progress reports once the contract has been executed and a notice to proceed is issued. The quarterly reports should consist of a short summary of the status of the project and any issues that may have come up.

A.3.a. Project Completion: Once the project is operational/complete the grantee will provide ACOG notification that the project is operational/complete to ensure the tracking of annual reporting. Any missing quarterly reports or the notification that the project is operational/complete will delay the process of reimbursement.

A.4. **Annual Reports:** Grantee shall provide to ACOG a minimum of four (4) annual reports covering 12 full months of project operation. These reports are due each year after the project is complete and additional reporting should occur each year after on this date. The maximum number of required annual reports period shall not exceed five (5) years. Missing or late annual reports will delay the process of reimbursement.

A.4.a. Annual Reports for vehicle projects shall include annual odometer readings, annual fuel/electricity consumption records, any maintenance or repair records and costs other than normal, routine vehicle maintenance associated with each vehicle purchased with ACOG CLEAN AIR Public Fleet Grants funds.

A.4. b. Annual reports for fueling/charging infrastructure projects shall include the amount of fuel(s) or electricity dispensed at the station(s), the number of grantee owned vehicles refueling/charging at the station(s), maintenance and repair records and written documentation of all other cost associated with the station equipment and installation purchase with ACOG CLEAN AIR Public Fleet Grants funds.

**B. GRANT CONTRACT TERMS**

B.1. ACOG shall have no obligation for costs incurred by the Grantee outside the period commencing the date of the notice to proceed.

B.2. Reporting requirements as described in Sections A.4.,A.4.a A.4.b. of this Grant Contract shall be effective for the period commencing from the date of the notification to proceed from ACOG and ending no later than five years after project completion, herein after to as Part II of Contract terms.

**C. PAYMENT TERMS AND CONDITIONS**

C.1. **Limitation of Liability:** In no event shall the maximum liability of ACOG under this Grant Contract exceed; Sixty nine thousand, five hundred and eighty four dollars (\$69,584).

C.2. **Payment Methodology:** The Grantee shall be reimbursed for Allowable Costs related to the purchase of one (1) dual DC fast charger and two (2) dual Level 2 electric vehicle charging stations as described in Section A.2.b., not to exceed the maximum liability established in Section C.1.

C.2.a. Allowable Costs are further defined as excluding any expenses such as personnel cost, land acquisition costs, administrative and legal expenses, appraisals, architectural and engineering fees, project inspection fees, site work, demolition and removal.

C.2.b. The grantee shall submit invoices accompanied by a bill of sale, retail sales order or other documentation as further described in Sections C.3.a through C.3.d, within 30 days of project completion.

C.3. **Invoice Requirements:** Grantee shall invoice ACOG with all necessary and supporting documentation, to:

ACOG  
Attention: David Frick, Air Quality and Clean Cities Planner III  
4205 North Lincoln Blvd.  
Oklahoma City, Oklahoma 73105  
Telephone: 405-234-2264  
Email: [Dfrick@acogok.org](mailto:Dfrick@acogok.org)

C.3.a. Each invoice shall clearly and accurately detail the following required information:

- (1) Invoice/Reference Number (assigned by the Grantee);
- (2) Invoice Date;
- (3) Grant Contract Number (assigned by ACOG to this Grant Contract);
- (4) Grantee Name;
- (5) Grantee Federal Employer Identification Number (as referenced in this Grant Contract) & CFDA 20.205
- (6) Grantee Remittance Address;
- (7) Grantee Contact (name, phone, and/or email for the individual to contact with invoice questions);
- (8) Complete Itemization of Reimbursement Requested which shall include Documentation of Paid Expenses and shall include each of the following:

An Itemized Bill of Sale or sales order for each vehicle purchased, including VIN number.

An Itemized Bill of Sale or sales order for each vehicle conversion, upfit, and/or engine repower to include separate line itemizations for the following:

1. Labor costs
2. Cost of each alternative fuel system equipment package

(exclusive of fuel tanks)

3. Itemized Bill of Sale or sales order for all fueling infrastructure storage and dispensing equipment
  4. Total Reimbursement Amount Requested
- C.3.b. Each invoice shall be accompanied by a copy of the EPA emissions certification for each conversion, upfit, and/or engine repower unless the engine is EPA certified.
- C.3.c. Each invoice shall be accompanied by proof of removal from fleet and/or scrappage of vehicle(s), as applicable. Documentation for the vehicle listed in the contract for removal will include the VIN number of any/all vehicles scrapped.
- C.3.d. Each invoice shall be accompanied by a digital photo file(s) of the project displaying required labeling and signage promoting alternative fuels or clean fuel vehicle technology, and clean air.
- C.4. The Grantee understands and agrees that an invoice to ACOG under this Grant Contract shall include only reimbursement requests for actual expenditures as described in Section A.2.b. and Sections C.2., C.2.a., C.2.b. of this Grant Contract subject to the liability limits of the Grant Award as described in Section C.1.
- C.4.a. All invoices for **reimbursement must be received by ACOG no later than March 1, 2028** to include only expenses incurred during the period delineated as Part I of Contract Terms.
- C.4.b. The Grantee's failure to provide an invoice to ACOG by March 1, 2028 as required, shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG.
- C.5. **Payment of Invoice:** ACOG shall, within 90 days of receipt of invoice for eligible expenses relating to the purchase of vehicles, equipment, materials, labor and installation, review and process invoice as well as request reimbursement from ODOT for grantee's expenditures. Once ODOT has provided reimbursement for grantee's expenditures ACOG will issue payment to grantee.
- C.6. **Unallowable Costs:** The Grantee's invoice shall be subject to reduction for amounts included in any invoice which are determined by ACOG, on the basis of the terms of this Grant Contract and stated intent of the Grant Award, not to constitute allowable costs.

#### **D. STANDARD TERMS AND CONDITIONS**

- D.1. **Required Approvals:** ACOG is not bound by this Grant Contract until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.
- D.2. **Notice to Proceed:** Reimbursable costs cannot be incurred until Grant Contract is executed and a letter of Notice to Proceed is issued to Grantee.
- D.3. **Modification and Amendment:** This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by ACOG.
- D.4. **Termination for Cause:** If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract,

ACOG shall have the right to terminate the Grant Contract and withhold any and all award funds for reimbursement regardless of any financial liability for equipment or services incurred by the Grantee. Notwithstanding the above, the Grantee shall not be relieved of liability to ACOG for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. **Records:** The Grantee shall maintain documentation for all purchases and installations under this Contract. The books, records, and documents of the Grantee, insofar as they relate to money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final report and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, the Oklahoma Department of Transportation and/or Federal Highway Administration, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.
- D.6. **Progress Reports:** The Grantee shall submit brief, quarterly progress reports, as described in Section A.3., to ACOG in addition to annual reports as described in Sections A.4 through A.4.b.
- D.7. **ACOG Liability:** ACOG shall have no liability except as specifically provided in this Grant Contract.
- D.8. **Force Majeure:** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.
- D.9. **State and Federal Compliance:** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.10. **Governing Law:** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- D.11. **Completeness:** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and discussions between the parties relating hereto, whether written or oral.
- D.12. **Severability:** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

#### **E. SPECIAL TERMS AND CONDITIONS**

- E.1. **Conflicting Terms and Conditions:** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. **Communications and Contacts:** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL

address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

ACOG:

David Frick, Air Quality and Clean Cities Planner III  
4205 North Lincoln Blvd.  
Oklahoma City, Oklahoma 73105  
Telephone: 405-234-2264  
Email: [Dfrick@acogok.org](mailto:Dfrick@acogok.org)

Grantee:

Bailey Breen, Grant Specialist  
6706 E, Alameda St.,  
Norman, OK 73026  
Telephone: 405-366-0252  
Email: [bbreen@clevelandcountyoak.com](mailto:bbreen@clevelandcountyoak.com)

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. **Hold Harmless:** To the extent that Oklahoma law permits, the Grantee agrees to hold harmless ACOG as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for ACOG in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to ACOG.

Likewise, ACOG agrees to hold harmless Grantee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of ACOG, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. ACOG further agrees it shall be liable for the reasonable cost of attorneys for Grantee in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of ACOG to Grantee.

In the event of any such suit or claim, the Grantee shall give ACOG immediate notice thereof and shall provide all assistance required by ACOG in ACOG's defense. ACOG shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent ACOG in any legal matter.

IN WITNESS WHEREOF:

\_\_\_\_\_  
Grantee Legal Entity Name

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Official

\_\_\_\_\_  
Mark W. Sweeney, AICP, Executive Director  
Association of Central Oklahoma Governments

\_\_\_\_\_  
Date

March 5, 2026

Goldie West  
Executive Assistant  
Cleveland County Commissioners  
201 S Jones Avenue, Ste 260  
Norman, OK 73069  
[gwest@clevelandcountyo.com](mailto:gwest@clevelandcountyo.com)

**RE: Letter of Engagement and Schedule of Fees**

Dear Ms. West:

Conсор North America, Inc. (Conсор) is pleased to submit this letter of engagement and fee schedule to provide professional engineering services to Cleveland County (County). Conсор proposes to assist the County with engineering services as requested by the County Commissioners.

Consulting Services include:

- Support the County's interest in other agency projects within Cleveland County
  - Attend meetings
  - Review plans and specifications
  - Develop a log of existing assets and conditions

Engineering Services include:

- Planning/coordinating with the County and any stakeholders
- Conduct site visits as requested to determine repairs to the County's infrastructure
- Generate engineering reports related to infrastructure repairs and improvements
- Roadway, bridge or traffic design
- Transmission/distribution main analysis
- Preparation of construction plans and technical specifications and securing all necessary approvals and permits from the State and local agencies having jurisdiction

Construction Phase Services include:

- Coordination of project bidding:
  - Public advertising
  - Pre-bid meeting
  - Bid review
  - Recommendation of award
- Construction contract administration
- On-site construction meetings
- Submittal review for compliance with plans and specifications
- Respond to Contractor Requests for Information
- Coordination with third-party inspectors, if applicable
- Review of as-built drawings

Services by subconsultants are considered 'outside' services and will be considered a pass through cost to the County.

**CONTRACT FEE TYPE**

The fee type for this project is Time and Materials at the rates shown in the fee schedule.

**ANTICIPATED CONTRACT TIME**

This work will be performed between February 2026 and June 2026.

Consor has attempted to be as thorough as possible in the preparation of this letter of engagement; however, there may be unforeseen items not included in the above-described work which will need to be addressed. If necessary, Consor will perform such additional items (as authorized) on an hourly basis in conformance with the attached Fee Schedule. Some additional services which are outside the scope of this proposal and would be performed by others include, but not limited to, survey, geotechnical survey, subsurface utility engineering (SUE), environmental studies, and construction materials testing.

Respectfully,



Josh Malwick, PE

Associate VP/Area Principal

E: [josh.malwick@consoreng.com](mailto:josh.malwick@consoreng.com)

P: 405.363.4898

**CONSOR NORTH AMERICA, INC.  
ENGINEERING FEE SCHEDULE**

<b>Personnel Classification</b>	<b>Average Hourly Wage Rate</b>	<b>Approved Rate Multiplier</b>	<b>Approved Hourly Rate</b>
Senior Engineer	\$122.55	2.931	\$359.20
Sr Project Manager	\$96.49	2.931	\$282.83
Roadway Engineer	\$73.21	2.931	\$214.57
Bridge Engineer	\$63.01	2.931	\$184.68
Project Engineer	\$53.47	2.931	\$156.72
Engineer Intern	\$44.28	2.931	\$129.79
CAD Technician	\$33.96	2.931	\$99.55
Sr. Environmental Specialist	\$69.66	2.931	\$204.17
Environmental Specialist	\$36.35	2.931	\$106.54

ODOT FORM 324a Rev. 06/2002 DEPARTMENT OF TRANSPORTATION Notarized Claim Form		FUND 345	AGENCY FOR AGENCY USE ONLY	ORDER NO.	CLAIM NO.	CLAIM OF: <b>Cleveland County, Oklahoma</b>
ACCOUNT		SUB-ACTIVITY	OBJECT	CFDA	AMOUNT	FEI No.
						FOR <b>\$65,000.00</b> AGAINST
						Oklahoma Department of Transportation ASSIGNMENT I hereby assign this claim to <b>Cleveland County Court Clerk</b> and authorize the State Treasurer to issue a warrant in payment to said assignee.
Enter the partial payment or final payment number if claim is to be charged against an encumbered order.		Partial No.	Final No.	TOTAL AMOUNT	OSF-AUDITED BY	WARRANT (LOCATOR) NO.
						Date: _____ Claimant: <b>Rusty Grissom, Cleveland County Comm. Dist. 3</b>
Receipt of Goods or Services Date						
DATE OF DELIVERY	PURCHASE ORDER NUMBER	ITEM DESCRIPTION			UNIT PRICE	AMOUNT
2026		QUANTITY	UNIT	Description: <b>Payment for:</b> <b>Parcel 49 - 0.1288 Acres of Permanent Right of Way</b> <b>Replace 1 Water Well</b>  <b>Condemnation Case # CJ-2025-1287</b>  <b>Payment Includes ANY and ALL Damages.</b>  <b>Project: J3-1255(004)</b> <b>Job Piece: 31255(04)</b> <b>County: Cleveland</b> <b>Parcel: 49</b>		<b>\$65,000.00</b>
The undersigned contractor or duly authorized agent, of lawful age, being first duly sworn, on oath says that this claim is true and correct. Affiant states that the work, services or materials as shown by this claim have been completed or supplied in accordance with plans, specifications, orders, requests and all other terms of the contract. Affiant further states that (s)he is the duly authorized agent of the contractor for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure the contract or obtain payment; (s)he is fully aware of the facts and circumstances surrounding the making of the contract and has been personally and directly involved in the proceedings leading to the procurement of the contract and the filing of this claim; and, neither the contractor nor anyone subject to the contractor's direction or control has been paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract or obtaining payment.				Approval Rod Cleveland, Dist. 1 <b>\$65,000.00</b> Approval Jacob McHughes, Dist. 2 <b>\$65,000.00</b> Approval Rusty Grissom, Dist. 3 <b>\$65,000.00</b>		
Subscribed and Sworn before me on _____ Date _____ Rusty Grissom, Cleveland County Commissioner, District 3  State of <u>Oklahoma</u> County of <u>Cleveland</u> Commission Number _____				Approval _____		
My Commission Expires _____ Date _____ Notary Public (or Clerk or Judge)				APPROVAL I hereby approve this claim for payment and certify it complies with the purchasing laws of this State.  Agency's Approving Officer  Director _____ Date _____		
ODOT Acct.	Job Piece	Item	Part	Amount	Object	Encumbrance
Total						

IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA

CLEVELAND COUNTY, OKLAHOMA, ex rel.  
BOARD OF COUNTY COMMISSIONERS OF  
CLEVELAND COUNTY,

Plaintiff,

vs.

DAVID MCCRORY and  
DONNA MCCRORY, husband and wife

Defendants.

Case No. CJ-2025-1287

STATE OF OKLAHOMA } S.S.  
CLEVELAND COUNTY }

FILED

MAR 03 2026

In the office of the  
Court Clerk MARILYN WILLIAMS

AGREED JOURNAL ENTRY OF JUDGMENT

**THIS CAUSE** comes on before the Court on this 26 day of Feb, 2026, and before the Honorable Michael D. Tupper, Judge of the District Court. Plaintiff, Cleveland County, Oklahoma, ex rel. Board of County Commissioners of Cleveland County, appears by their attorneys of record, Robin K. Moore, and Kristina L. Bell. Defendants, David McCrory and Donna McCrory, appears by their attorneys of record, K Ellis Ritchie and Nicholas Atwood of RITCHIE ROCK & ATWOOD.

**THE COURT FINDS** that service of process has been perfected as provided by law on all Defendants having a compensable interest in the property Any Defendants that have disclaimed an interest in the property acquired by Plaintiff or have neither plead nor answered herein, nor filed exceptions to the Report of Commissioners, nor filed a Demand for Jury Trial, have, therefore, defaulted and waived their right to contest the taking herein or to object to the ultimate award of compensation to be paid to the Defendants, David McCrory and Donna McCrory, for the acquisition of the property. The Court further finds that all such Defendants have no right, title or claim in or to the property acquired by Plaintiff, nor to the just compensation payable to the

Defendants, David McCrory and Donna McCrory.

**THE COURT FURTHER FINDS** that, pursuant to the parties' compromise and settlement, total just compensation owing unto Defendants, David McCrory and Donna McCrory, for the taking by Plaintiff, inclusive of all damages, relocation, attorney's fees, witness fees and costs herein, should be and is hereby fixed as follows: Sixty-Five Thousand and 0/100 Dollars (\$65,000.00).

**IT IS FURTHER ORDERED** by the Court that total just compensation owing unto the Defendants, David McCrory and Donna McCrory, for the taking herein, inclusive of all damages, relocation, attorney's fees, witness fees and costs herein, should and is hereby fixed as follows: Sixty-Five Thousand and 0/100 Dollars (\$65,000.00) said amount to be paid to the Cleveland County Court Clerk within thirty (30) days from the entry of this Agreed Journal Entry of Judgment.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** by the Court that Plaintiff's acquisition of the property described on "Exhibit A" attached hereto, in fee simple unless stated otherwise on the attachments, excluding minerals other than the right to remove and use any and all road building materials, together with all other relief prayed for by Plaintiff in its Petition is hereby granted, approved and confirmed.

**IT IS FURTHER ORDERED** that the just compensation to the Defendants, David McCrory and Donna McCrory, fixed herein is in settlement of and compensation for all damages and claims of whatsoever nature, present or future, known or unknown, of said Defendants (including, but not limited to, the remainder property of said Defendants) by reason of the taking by Plaintiff herein.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Court Clerk of Cleveland County, Oklahoma, be, and the same is hereby directed and ordered to forthwith disburse unto RITCHIE ROCK & ATWOOD, in Trust for the Defendants and herein be paid to pursuant to this final order and shall be made directly to said sum representing the amount of the Settlement Amount deposited with the Court Clerk in this matter. In making said disbursement, the Court Clerk is notified that Poundage Fee may not be charged to the Defendants on said disbursement of funds by the Clerk pursuant to OKLA. STAT. TIT. 28 § 152.3 and 1978 OK AG 280.

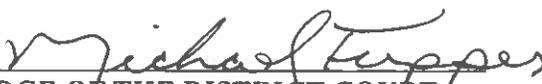
**IT IS FURTHER ORDERED** by the Court that the court costs of this proceeding shall be assessed against the Plaintiff and that Plaintiff and Defendants shall each pay their own attorney fees, expert witness fees, expenses and costs incurred herein.

**IT IS FURTHER ORDERED** by the Court that the Report of Commissioners covering the real property described therein, in Plaintiff's Petition previously filed herein and in Exhibit "A" attached hereto, be and the same is hereby confirmed by this Court and that fee simple title, excluding mineral interests but including air space and including the right to use and remove any and all road building materials, to said real property (unless otherwise noted in said Exhibit "A" in which case the quality of title or interest acquired shall be as stated therein), together with all rights incidental thereto or set forth in the Plaintiff's Petition or the Report of Commissioners on file herein be, and the same is hereby vested in the Plaintiff, Cleveland County, Oklahoma, ex rel. Board of County Commissioners of Cleveland County.

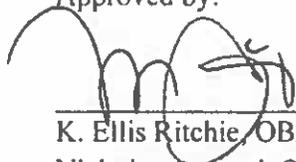
**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by the Court that all of the said Defendants, and all persons claiming by, through or under said Defendants, are hereby

forever barred and enjoined from ever asserting any right, title, lien, estate, encumbrance, claim, assessment or interest in and to the real property acquired by Plaintiff herein.

**IT IS FURTHER ORDERED** by the Court that this judgment has been approved by all parties, and the party submitting it to the Court shall mail a file-stamped certified copy of this judgment to all parties herein.

  
 JUDGE OF THE DISTRICT COURT

Approved by:



K. Ellis Ritchie, OBA No. 14443  
 Nicholas Atwood, OBA No. 22052  
 RITCHIE ROCK, & ATWOOD  
 21 North Vann Street  
 Post Office. Box 246  
 Pryor, OK 74362-0246  
 (888) 848-4558  
 kritchier@rrmalaw.com  
 natwood@rrmalaw.com  
**Attorneys for Defendants**  
**David McCrory and Donna McCrory**



Robin K. Moore, OBA No. 17520  
 Chief, Civil Division  
 Kristina L. Bell, OBA No. 21597  
 William Dale Lewis, OBA No. 35914  
 Assistant District Attorneys  
 201 South Jones, Suite 300  
 Norman, OK 73069  
 405-321-8268  
 405-360-7840 – fax  
 Robin.Moore@dac.state.ok.us  
 Kristina.Bell@dac.state.ok.us  
**Attorneys for Plaintiff**

### EXHIBIT "A"

A part of the Southeast Quarter of Section 31, Township 8 North, Range 1 West of the Indian Meridian, Cleveland County, Oklahoma, and being more particularly described as follows: BEGINNING at the Northeast Corner of said SE1/4 and run then West along the North line 660.00 feet; then South and parallel to the East line 330.00 feet; then East and parallel to the North line 660.00 feet to the said East line; then North along said East line, 330.00 feet to the point of beginning.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT AND COMPLETE COPY OF THE INSTRUMENT HERewith SET OUT AS IT APPEARS ON RECORD IN THE COURT CLERK'S OFFICE OF CLEVELAND COUNTY, OKLAHOMA. WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

MARILYN WILLIAMS, COURT CLERK

BY \_\_\_\_\_ DEPUTY





**RSM US Product Sales LLC**  
 U.S Headquarters  
 Chicago, Illinois 60606  
 United States

Quotation (Open)	
<b>Date</b> Jan 26, 2026 12:11 PM CST	<b>Expiration Date</b> 04/23/2026
<b>Modified Date</b> Mar 02, 2026 10:27 AM CST	
<b>Quote #</b> 116514 - rev 2 of 2	
<b>Description</b> SentinelOne Singularity	
<b>SalesRep</b> Schieffer, Erin (P) 515 558 6615	
<b>Customer Contact</b> Cleveland, Rod (P) 405-366-0200 rcleveland@clevelandcountryok.com	

**Customer**

Cleveland County, Oklahoma (941-626-7)  
 Cleveland, Rod  
 201 South Jones Ave  
 Norman, OK 73069  
 United States  
 (P) 405-366-0200

**Ship To**

Cleveland County, Oklahoma  
 Cleveland, Rod  
 201 South Jones Ave  
 Norman, OK 73069-6000  
 United States  
 (P) 405-366-0200  
 rcleveland@clevelandcountryok.com

#	Description	Qty	Unit Price	Total
1	Singularity Commercial (perWorkstation). Complete with 90 Days Retention, IdentityThreat Protection, ThreatHunting, Annual PurpleQuery	136	\$28.00	\$3,808.00
2	Singularity Commercial (perServer). Complete with 90Days Retention, ThreatHunting, Annual PurpleQuery	19	\$35.00	\$665.00
3	Premium Support (Flat Fee).Premium Support includes 24x7 Support, e-mail/web/phone channels	1	\$532.00	\$532.00

**Subtotal: \$5,005.00**

Melissa Timperio / George Kohlhofer / Alden Hutchison / Rich Servillas

Shipping Options (circle one):

**Priority Next Day (10:30am) - Next Day - Two Day - Ground**

TO ORDER: Return this signed product quote to the RSM Individual identified above or fax to Purchasing @ 877.281.9587 or email to: crcpurchasing@rsmus.com

The prices quoted above for the Third-Party Products (defined below) specified above are subject to change after the expiration date identified above and do not include shipping costs, applicable taxes, or services of any kind, including, but not limited to, site preparation, configuration, implementation, installation, deployment, support, or other professional services.

In the event Customer (defined below) and RSM (defined below) previously entered into terms regarding RSMs resale of Third-Party Products (defined below) to Customer (Prior Agreed Upon Resale Terms) and a term below conflicts with a term set forth in the Prior Agreed Upon Resale Terms, the term set forth in the Prior Agreed Upon Resale Terms will govern except with respect to any terms set forth hereunder that RSM is required by the Licensor(s) (defined below) of the Third-Party Product(s) to bind Customer.

This document (**Product Quote**) constitutes an order by the customer identified above (**Customer**) for the purchase from RSM US Product Sales LLC (or, if applicable, another affiliate of RSM) of the above-described third-party software, hardware, equipment or other product (each, individually, a **Third-Party Product** and, collectively, the **Third-Party Products**). As an express condition precedent to the order, sale, subscription, and/or licensing of the Third-Party Products identified above to Customer and Customers right to access and use such Third-Party Products, Customer must execute this Product Quote and agree to accept, and to adhere to and be bound by, the terms and conditions set forth in this Product Quote. If any support, configuration, implementation, installation, deployment, or other professional services are to be provided by RSM US LLP, RSM Canada Consulting LP, RSM Canada LLP or one of their respective affiliates to Customer in conjunction with this Product Quote and/or such Third-Party Product(s), such services are subject to the terms set forth in a separately executed engagement agreement between RSM US LLP, RSM Canada Consulting LP, RSM Canada LLP or one of their respective affiliates (collectively, **RSM**) and Customer.

Customer understands and agrees that the ability of RSM to obtain Third-Party Products is subject to the availability of such Third-Party Products and may be subject to delays due to causes beyond RSMs control and that no RSM Party (defined below) shall be liable to Customer for such delays or lack of availability with respect to a Third-Party Product.

Invoices will be issued [monthly/annually] by RSM US Product Sales LLC (or, if applicable, another RSM affiliate) to Customer for the Third-Party Products identified above at the price(s), units, and/or duration specified above. Applicable sales tax will be applied and included in such invoices. **Invoices are due and payable by Customer on receipt. All sales are final.**

In the event an invoice is thirty (30) days past due, in addition to any other remedies available to RSM at law or in equity, upon written notice to Customer (an email will be sufficient), RSM may suspend or terminate Customers use of, access to, and the services provided to Customer by such Third-Party Product. No RSM Party (defined below) will be liable for any loss, damage, or expense incurred by Customer related to such suspension or termination, including, but not limited to, any loss of information or data stored by Customer on such Third-Party Product.

At the time of termination of the resale, whatever the reason may be, unless otherwise expressly agreed upon in a professional services agreement entered into by and between RSM and Customer, Customer **solely** is responsible for backing up, copying, and/or migrating any information and/or data stored on such Third-Party Product to another platform or database and no RSM Party will be liable for any loss, damage, or expense incurred by Customer related to such suspension or termination, including, but not limited to, any loss of information or data stored by Customer on such Third-Party Product.

In the event the Customers license(s) and/or subscription(s) for, or the unit price of, the Third-Party Product(s) identified in this Product Quote are based on actual use in the preceding month, Client acknowledges that the price of the license(s) and/or subscription(s) for, or the unit price of, the Third-Party Product(s) is subject to increase during the applicable term based on usage. Customer further acknowledges that the price of the license(s) and/or subscription(s) for, or the unit price of, the Third-Party Product(s) identified in this Product Quote are subject to increase at the time of renewal. RSM will provide Customer with at least fifteen (15) days prior written notice (an email will be sufficient) of an increase in the price of the applicable subscription and/or license for, or an increase in the unit price of, the Third-Party Product(s). To the extent Customer does not agree to pay such increase in the unit price and/or license and/or subscription price, Customer must provide written notice to RSM within fifteen (15) days of notice of such increase.

**Notwithstanding anything stated to the contrary herein or in any other agreement or document, Customer shall be responsible for payment in full to RSM for all fees (subscription, license or other fees) related to the Third-Party Product(s) identified in this Product Quote, including any subsequent months or years of a multi-month or multi-year subscription or license invoiced monthly or annually under this Product Quote, where such commitment is not cancellable by RSM. RSM will not reimburse to Customer any unused, prepaid fees (subscription, license, or other fees) related to such Third-Party Product(s) where such commitment is not cancellable.**

Customer acknowledges and agrees: (i) Customer solely is responsible for the selection of, and decision to use, implement, purchase, license and/or subscribe to, the Third-Party Products identified in this Product Quote; (ii) except as otherwise agreed upon in writing by Customer and RSM, as between RSM and Customer, the Third-Party Products identified in this Product Quote are owned, provided, licensed, hosted, supported, operated, monitored, managed, and controlled by the Licensor(s) of such Third-Party Products; (iii) Customer has read, accepts, and agrees to adhere to and be bound by the terms of use and service set forth in the applicable end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Products (collectively, **EULA(s)**) (iv) Customer will ensure that all users of the Third-Party Products will abide by the terms of use and service set forth in the applicable EULAs for such Third-Party Products and any other terms of use required by the third-party licensors, manufacturers, or owners of such Third-Party Products (collectively, the **Licensors** and each, individually, a **Licensor**); (v) Customer solely shall be responsible and liable with respect to Customer and Customers personnels improper use of the Third-Party Products or violation of the terms of use and service of the Third-Party Products; (vi) the underlying design, operation, performance, availability, and scalability of, and all warranties applicable to, a Third-Party Product shall be governed exclusively by the Licensors EULA, and no RSM Party shall have any liability for the foregoing; (vii) Customers remedies with respect to a Third-Party Product will be limited to whatever recourse may be available against the Licensor(s) thereof and are subject to all restrictions and limitations contained in the applicable EULAs for such Third-Party Product; (viii) RSM may share the contents of this Product Quote and any personal or confidential information of Customer reasonably necessary to order the Third-Party Products for Customer with the Licensor(s) of the Third-Party Product(s) and the sharing of such information with such Licensor(s) will not constitute a breach of any obligations of confidentiality to Customer on the part of RSM; (ix) RSM may, upon prior written notice, audit Customers use of the Third-Party Product(s) to confirm Customers compliance with the terms of use and service set forth in the Licensors(s) EULA(s) or, in the alternative, assign this audit right to the Licensor(s) of such Third-Party Product(s); and (x) the Licensor(s) of the Third-Party Product(s) are intended third-party beneficiaries of this Product Quote solely insofar as is necessary for such Licensor(s) to enforce their respective rights, including, but not limited to, intellectual property rights, payment obligations on the part of Customer, and access and use rights, and the terms set forth in this Product Quote vis--vis Customer. Nothing herein, however, shall grant Customer the right to enforce any of the terms of this Product Quote against the Licensor(s) of the Third-Party Product(s). Customers sole rights and remedies against the Licensor(s) of the Third-Party Product(s) are set forth in such Licensors(s) applicable EULA(s).

Customer agrees to indemnify, defend and hold RSM and each of its affiliates, and each of their respective partners, principals, officers, directors, employees, contractors, subcontractors, agents, representatives, successors and assigns (collectively, the **RSM Parties** and each individually an **RSM Party**), harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including legal fees, expenses, and costs), and other liabilities relating to, or arising from or out of, Customer or Customers personnels: (i) breach of the terms of this Product Quote; (ii) improper use of the Third-Party Product(s); and/or (iii) failure to comply with terms of the applicable EULA(s) for the Third-Party Product(s).

#### **Title to Third-Party Hardware Products/Security Interest.**

Title to any Third-Party Products identified above which are hardware (**Third-Party Hardware Product(s)**) shall remain with the Licensor(s) or RSM, as the case may be, until all payments therefor are made by Customer. It is the express intent of RSM and Customer that nothing herein shall constitute, nor shall be construed as, a conveyance of such Third-Party Hardware Product(s) on credit to Customer with a grant of a security interest to secure such credit arrangement. If it is deemed for any reason, however, that Customer has title to such Third-Party Hardware Product(s) despite the contrary intent herein, this Product Quote shall constitute a security agreement under the Uniform Commercial Code as in effect in the State of Illinois (the **UCC**). Accordingly, to secure Customers obligation to pay in full the purchase price for such Third-Party Hardware Product(s), Customer hereby grants to RSM a first priority continuing security interest in and to, and collaterally assigns and transfers to RSM, the Third-Party Hardware Product(s), including each component part thereof, and all products, proceeds, substitutions, and accessions thereof or thereto, and all books and records relating thereto. Customer hereby authorizes RSM to file financing statements, without notice to Customer, with all appropriate jurisdictions in order to perfect or protect RSMs interest or rights hereunder, which financing statements may indicate the collateral covered thereby as a specific description of the assets comprising such Third-Party Hardware Product(s), or by category, or by type, or by any other method, of an equal or lesser scope, or with greater detail, all in RSMs sole discretion. Customer shall execute any instruments or documents RSM deems appropriate to perfect or protect such security interest. In addition to all of the rights, remedies, powers, privileges, and discretions which RSM is provided under this Product Quote and by applicable law prior to the occurrence of any default or breach

hereunder, in the event of a default or other breach by Customer, RSM shall have all rights and remedies of a secured party upon default as provided by the UCC and any other applicable law. RSM shall, at its sole expense, file releases for any financing statements filed pursuant to this Product Quote promptly after receiving final payment for the applicable Third-Party Hardware Product(s) from Customer.

**Shipment/Risk of Loss of Third-Party Hardware Products.** Unless otherwise set forth in this Product Quote, all prices shown for Third-Party Hardware Product(s) are FOB Licensors facility. All transportation, freight, rigging, drayage, insurance and other costs of delivery of Third-Party Hardware Product(s) to the Customer facility will be paid by Customer. Risk of loss shall pass to Customer upon shipment. Unless Customer specifies shipping instructions, RSM shall select a common carrier on Customers behalf and shall arrange for delivery of the Third-Party Hardware Product(s) to the Customer facility.

**Warranty Disclaimer**

**NO RSM PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ANY THIRD-PARTY PRODUCT. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE OF A THIRD-PARTY PRODUCT IS AT CUSTOMERS SOLE RISK AND THAT THIRD-PARTY PRODUCTS ARE RECOMMENDED, USED, MADE AVAILABLE, AND/OR SUPPLIED BY THE RSM PARTIES AS IS AND AS AVAILABLE AND WITHOUT WARRANTY OF ANY KIND FROM THE RSM PARTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE.**

**Conflicts and Waiver**

Customer acknowledges and understands that RSM has a business relationship with the Licensor(s) of the Third-Party Product(s) identified in this Product Quote which Customer is purchasing. RSM will purchase such Third-Party Product(s) from such Licensor(s) and resell such Third-Party Product(s) to Customer. In the event that any or all of the foregoing may or does constitute a conflict of interest (whether real or perceived), Customer hereby agrees to waive such conflict of interest and agrees to release and hold the RSM Parties harmless from and against any claims arising from or out of, or relating to: (a) Customers assertion of such conflict of interest; or (b) the assertion by another party on Customers behalf of such conflict of interest.

**LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE RSM PARTIES ARISING OUT OF OR FROM, OR RELATING TO, THIS PRODUCT QUOTE OR THE THIRD-PARTY PRODUCTS PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING FROM AN RSM PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY CUSTOMER TO RSM DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS UNDER THIS PRODUCT QUOTE.

IN NO EVENT WILL ANY OF THE RSM PARTIES BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Confidential Information**

The information set forth in this Product Quote, including the pricing for the Third-Party Products and any discounts related thereto, constitutes the confidential information of RSM and will not be disclosed by Customer to any person or entity (other than as required by law or to Customers external auditors, accountants, or legal counsel who need to know the information in the ordinary course of Customers business and are subject to obligations of confidentiality) without the prior express written consent of RSM. Customer consents to the RSM Parties disclosing to and discussing with RSM International (a network of independent accounting firms of which RSM is a member) and/or its member firms that Customer information, including personal information, reasonably necessary to evaluate and maintain compliance with applicable laws, regulations, and professional and ethical standards, including, but not limited to, independence and conflicts of interest rules, and sanctions laws. Customer also consents to the RSM Parties disclosing such information to those third parties the RSM Parties use to monitor such laws, regulations, and professional and ethical standards for such purposes. The information the RSM Parties will share will include at a minimum: (a) the name of Customer; (b) any ownership relationship between Customer and any other entity; and (c) Third-Party Product(s) resold under this Product Quote and the Licensor(s) of such Third-Party Products(s) .

**Governing Law**

This Product Quote, including, but not limited to, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of or from, or relating in any way to, the Third-Party Products provided hereunder or this Product Quote, will be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles, and applicable U.S. federal law. Customer hereby submits to the exclusive personal and subject matter jurisdiction and venue of such courts and agrees to waive the defense of an inconvenient forum. The Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, and the United Nations Convention on the International Sale of Goods do not apply to this Product Quote or to any transaction or activity hereunder.

**Acknowledgement and Acceptance**

By the signature of its duly authorized representative below, Customer, intending to be legally bound, acknowledges that it has read and agrees to all of the provisions of this Product Quote including, any url links, terms, exhibits, or documents expressly incorporated herein by reference or attached hereto. Customer and its signatory below each hereby represent that said signatory is a duly authorized representative of Customer and has the requisite power and authority to bind Customer to the terms set forth in this Product Quote.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PO # If required: \_\_\_\_\_

**NOTICE**

**APPOINTMENT OF RECEIVING OFFICER(S)**

As per 19 O.S. Supp. 1982 s. 1503, the following employee(s) of the  
Cleveland Count Commissioners \_\_\_\_\_ (Dept. or Office)  
have been appointed by me, \_\_\_\_\_ Goldie West \_\_\_\_\_ (Name),  
Director of Operations \_\_\_\_\_ (Title) of Cleveland County to  
serve as receiving officer(s) for the year ended June 30, 2026.

	<u>NAME</u>		<u>APPROPRIATION ACCOUNT</u>
Bailey Breen		ADD	251200 251201
Jodi Roundtree		REMOVE	251200 251201

Signed this \_\_\_\_ Day of \_\_\_\_\_ 2026

\_\_\_\_\_  
Signature/Title of Requester

The above appointment(s) have been acknowledge by the Board of County  
Commissioners of Cleveland County and entered into the minutes of the Board  
this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_

ATTESTED TO BY:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice-Chairman

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Member



# Proposal

**Proposal Number**

2112438776

**Account Number/Name**

831526

CLEVELAND COUNTY

**Created On**

03/04/2026

**Created By**

Cleveland County

Thank you for creating your proposal, details are provided below. You can access this proposal from your [Apple Store for Government](#) by searching proposal number 2112438776.

**Comments from Proposer:**

ROD D1

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	MCX44LL/A Mac mini: Apple M4 Pro chip with 12-core CPU and 16-core GPU, 24GB, 512GB SSD  Specifications <ul style="list-style-type: none"> <li>• Chip (Processor): Apple M4 Pro chip with 12-core CPU, 16-core GPU, 16-core Neural Engine</li> <li>• Memory: 24GB unified memory</li> <li>• Storage: 512GB SSD storage</li> <li>• Ethernet: Gigabit Ethernet</li> <li>• Thunderbolt: Three Thunderbolt 5 ports, HDMI port, two USB-C ports, headphone jack</li> <li>• Final Cut Pro License: None</li> <li>• Logic Pro License: None</li> <li>• Accessory Kit: Accessory Kit</li> </ul>	1	1,299.00	1,299.00 USD
2	SR102LL/A AppleCare+ for Mac mini (M4)	1	79.00	79.00 USD
3	MFEX4LL/A Studio Display – Standard glass – Tilt-adjustable stand	1	1,499.00	1,499.00 USD
4	SD293LL/A AppleCare+ for Studio Display (2026)	1	119.00	119.00 USD
			Subtotal	2,996.00 USD

Estimated Tax	0.00 USD
---------------	----------

Total	2,996.00 USD
-------	--------------

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

## How to Order

If you would like to convert this Proposal to an order, log into your [Apple Store for Government](#) and select 'Proposal' from the pull-down menu. Search for this Proposal by entering the Proposal Number referenced above.

Note: A Purchaser login is required to order. Visit your [Apple Store for Government](#) to login or create your Purchaser Apple Account.

The prices and specifications above correspond to those valid at the time the Proposal was created and are subject to change. Purchases are subject to the terms and conditions of your agreement with Apple and the Apple Store for Government.

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# Proposal

**Proposal Number**

2112438777

**Account Number/Name**

831526

CLEVELAND COUNTY

**Created On**

03/04/2026

**Created By**

Cleveland County

Thank you for creating your proposal, details are provided below. You can access this proposal from your [Apple Store for Government](#) by searching proposal number 2112438777.

**Comments from Proposer:**

ROD Commissioner

Item	Product / Description	Total Quantity	Unit Price	Total Price
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Restoring Data and Peace of Mind Since 1985®

# INVOICE 1091904

Invoice Date 12/16/2025  
Invoice Paid  
Invoice Due

Ship to:  
MIKE MARTI  
CLEVELAND COUNTY  
122 E EUFAULA ST  
NORMAN OK 73069-6017 US



Bill to:  
MIKE MARTI  
CLEVELAND COUNTY  
122 E EUFAULA ST  
NORMAN OK 73069-6017 US

Phone:  
405 366-0691

Scan to pay



Reference Number Provided: NGP-25-05929

Terms	Purchase Order	Payment Method	Ship Via	Ship Date
Net 30	NGP-25-05929	Business Check	None	

Job Number	Service/Material Description	Serial No.	Materials Charge	Labor Charge
P E 785124 -01/02	Priority Discovery	S/N: MULTIPLE		\$10,000.00
P E 785124 -01/02	15% Discount on Labor			-\$1,500.00
P E 785124 -02/02	Priority Discovery	S/N: MULTIPLE		\$15,000.00
P E 785124 -02/02	15% Discount on Labor			-\$2,250.00

Please review and backup your recovered data immediately. If you have questions about the recovery results DriveSavers must be contacted within fourteen days of your receipt of the recovery. After fourteen days, the transaction is final.

**ADDITIONAL ITEMS SHIPPED:**

- raid , 0 - Dell WMAWP0133286 WD2000FYYG-18A21V2
- raid , 1 - Dell WMAWP0077726 WD2000FYYG-18A21V2
- raid , 2 - Dell WMAWP0130419 WD2000FYYG-18A21V2
- raid , 3 - Dell WMAWP0136569 WD2000FYYG-18A21V2
- raid , 0 - Dell WMAWP0166020 wd20018a21v20fygg-18A21V2
- raid , 1 - Dell WMAWP0119368 wd2000fygg-18a21v2
- raid , 2 - Dell 20E0A03MF6RE MG04SCA20EN
- raid , 3 - Dell 60K0A01PF6RE MG04SCA20EN
- raid , 4 - Dell WMAWP0125375 wd20018a21v20fygg-18A21V2
- raid , 5 - Dell Z1F0A0YKF6RE MG04SCA20EN
- raid , 6 - Dell WMAWP0126114 wd20018a21v20fygg-18A21V2
- raid , 7 - Dell WMAWP0146946 wd20018a21v20fygg-18A21V2

Labor Subtotal	\$21,250.00
Materials Subtotal	
Subtotal	\$21,250.00
0.00% Sales Tax	\$0.00
Shipping Charge	\$0.00
<b>Invoice Total</b>	<b>\$21,250.00</b>
Amount Paid	\$8,437.50
Amount Due (USD)	\$12,812.50

Thank you for choosing DriveSavers. We appreciate your business.  
All prices are in US Dollars.

DriveSavers Data Recovery ■ 400 Bel Marin Keys Boulevard ■ Novato, CA 94949



+1.800.440.1904



+1.415.382.2000



DriveSavers.com



[Redacted Box]

Resolution Number

RESOLUTION FOR DISPOSING OF EQUIPMENT

WHEREAS, in compliance with 19 O.S. §§ 339 and 421, the Board of County Commissioners of Cleveland County, Oklahoma, are required and have power to make all orders respecting the property of the county, and to do and perform such other duties and acts as may be required by law, and

WHEREAS, the Board of County commissioners of Cleveland County, Oklahoma, has under its management and control an item of equipment described as follows:

Dell UltraSharp 25 Monitor  
F222-316  
  
\*See attached list for additional items\*

Serial Number DJ04923 Date Acquired 07/03/2021

Name and address of whom acquired: [Redacted]

Acquisition cost or contract price (if under lease-purchase agreement): [Redacted]

Name and address of the person or firm to whom property was transferred:

[Redacted]

Price received: [Redacted]

AND, upon proper and careful consideration, find that the above equipment is obsolete and not economical to continue to use for county purposes.

THEREFORE, after due consideration and deeming it to be for the best interest of County, the Board of County Commissioners hereby orders the above described property

- Junked
- Sold
- Traded
- Other (please explain): Previously Transferred NOW being Junked

And that the title to the same be transferred by the Chairman of the Board of County commissioners upon receipt of the above amount by the County Treasurer.

Passed and approved in open meeting this 9 day of March, 2026

ATTEST: Cleveland County, Oklahoma

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Deputy

Chairman \_\_\_\_\_

Member \_\_\_\_\_

Member \_\_\_\_\_

Note: 19 O.S. § 421, requires that the above resolution or record be made within 30 days of the disposition of property and entered on the inventory record.



iTouch Biometrics, LLC  
200 W. Monroe Street, Suite 2150A  
Chicago, IL 60606  
+18477066789  
ar@itouchbiometrics.com

# Invoice



**BILL TO**  
Cleveland County Sheriff's Office (OK)  
111 N Peters Avenue  
6th Floor  
Norman, OK 73069

**SHIP TO**  
Cleveland County Sheriff's Office (OK)  
2550 W Franklin Road  
Norman, OK 73069

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
8038	02/24/2026	\$1,980.00	04/29/2026	Net 60	

ACTIVITY	QTY	RATE	AMOUNT
<b>Yearly Accurate-ID Software Maintenance - Law</b> Maintenance Period: 4/30/26 - 4/29/27 Allows access to the Accurate-ID Software Suite. Includes iTouch Technical Support, software and statute updates for licensed products required by the appropriate State agency.	1	1,980.00	1,980.00
After payment is made please make contact with the Technical Support Department to ensure your software and license are up to date. Support: 847-706-6789 (104)		<b>SUBTOTAL</b>	1,980.00
		<b>TAX (10%)</b>	0.00
		<b>TOTAL</b>	1,980.00
		<b>BALANCE DUE</b>	<b>\$1,980.00</b>

Pay invoice

RECEIVED  
FEB 24 REC'D  
TES

Checks are made payable to iTouch Biometrics, LLC referencing the invoice number or call our office to charge by credit card. There will be a 3.5% charge for this service.

Due to the possibility of fraudulent activity, please contact our Accounting Department (312-967-0591) to verify the instructions before wiring any funds.



## Software and Service Subscription Agreement

**Effective Date:** 4/30/2026

This Software and Service Subscription Agreement (“Agreement”) is entered into by and between **iTouch Biometrics LLC**, a [Jurisdiction] corporation, having its principal place of business at 200 W. Monroe Street, Suite 2150A, Chicago, IL 60606 (“Company”), and **Cleveland County Sheriff’s Office**, located at 2550 W Franklin Road, Norman, OK 73069 (Customer”).

### 1. Services Provided

iTouch Biometrics LLC agrees to provide the Customer with access to the **Accurate-ID** platform (“Platform”) and related services (“Services”) as described in **Exhibit A** attached hereto. The Customer agrees to pay iTouch Biometrics LLC the subscription fees outlined in Section 2 for the duration of the term specified in Section 3.

### 2. Subscription Fees

The Customer agrees to pay iTouch Biometrics LLC a subscription fee in the amount of **\$1,980.00** for the initial term of one (1) year. Subscription fees are due and payable in advance upon execution of this Agreement and on each anniversary thereafter, unless otherwise agreed upon in writing. Once payment for the subscription has been made, the Customer acknowledges that all fees are non-refundable, regardless of whether the Customer continues to use the services for the duration of the term.

### 3. Term

The initial term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year. Upon payment, this Subscription shall renew for successive one (1) year terms unless either party provides written notice of non-renewal prior to the end of the then-current term.





#### **4. Intellectual Property**

The Customer acknowledges that iTouch Biometrics LLC retains all rights, title, and interest in and to the Platform, Services, and any related intellectual property, including but not limited to patents, copyrights, trademarks, and trade secrets.

#### **5. Confidentiality**

During the term of this Agreement and for a period of three (3) years thereafter, both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed by the other party.

#### **6. Termination**

Either party may terminate this Agreement upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach.

#### **7. Limitation of Liability**

In no event shall either party be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, even if such party has been advised of the possibility of such damages.

#### **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Illinois. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in Illinois.





## 9. Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

## 10. Adherence

Payment of the yearly fee indicates acceptance of this Agreement by the Customer.

## 11. Hardware, Data, and System Integrity

iTouch Biometrics LLC shall not be responsible for the maintenance or management of the Customer's hardware, including but not limited to data integrity, security, system updates (e.g., Windows updates), available drive space, or any other hardware-related issues. The Customer acknowledges and agrees that they are solely responsible for ensuring the proper functioning, security, and integrity of their hardware and data.

### Exhibit A - Description of Services

- Access to the **Accurate-ID Software Suite**
- State Software Updates
- **Accurate-ID Software Updates**
- Unlimited Technical Support



COUNTY TREASURER'S FEE RECORD OF DAILY COLLECTIONS AND MONTHLY REPORT TO THE BOARD OF COUNTY COMMISSIONERS of Cleveland County, Oklahoma for the Month of February 2026.

<u>TRUST INSTRUMENTS</u>	<u>TRUST AMOUNT</u>	<u>OUTSTANDING</u>	<u>AMOUNT</u>
1		Hold to Clear	239,564.81
2 300226	115.00	Mobile Homes	61,957.29
3 300227-300230	4,469.00	Plats	14,176.35
4 300231-300232	403.00	Tax Warrants	11,505.28
5 300233-300235	2,220.00	Pro-Rated Taxes	3,004.25
6 300236-300240	1,339.00		
7		<b>TOTAL</b>	<b>330,207.98</b>
8			
9 300241-300243	667.00		
10 300244-300248	3,355.00		
11 300249	570.00		
12 300250-300252	2,542.00		
13 300253-300254	2,484.00		
14			
15			
16			
17			
18 300255	705.00		
19 300256	1,180.00		
20 300257	209.00		
21			
22			
23 300258	125.00		
24 300259-300260	1,265.00		
25 300261-300262	675.00		
26 300263-300265	1,126.25		
27 300266-300267	3,150.00		
28			
29			
30			
31			
Total Deposits	26,599.25		
Ca-Vo.	0.00		
Insufficient Check TF	0.00		
Pd Vo.	7,094.67		
Previous Balance	310,703.40		
<b>Balance</b>	<b>330,207.98</b>		
State of Oklahoma.			
County of Cleveland,			



I, the undersigned, duly qualified and acting County Treasurer in and for said County and State, do solemnly swear that the above is a full and complete report of fees collected by me during said month and that the same has been paid to the County Treasurer, as by law required, and said statement is true and correct, so help me God.

Subscribed and sworn to before me, this 27th Day of February 2026.

Tammy Richards  
County Treasurer

S. Parkinson  
Deputy

Pam Howlett  
County Clerk

Linda Atkins  
Deputy

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS THIS \_\_\_\_ DAY OF February 2026.

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER



**AGENDA REQUEST FORM**

**Agenda Item:** Accept, Award and/or Reject County Bid #CW-2187  
**Name of Person Submitting Request:** Keri Lyles  
**Address:** Purchasing Dept.  
**Phone:** (405) 366-0224  
**Date Requested:** 3/9/2026

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

Bid #CW-2187 - Non-Encumbered Contract for crack sealing, large crack and transverse depressed crack repairs for chip seal and asphalt roadways, driveways and parking lots for Cleveland County.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please put under E-Bid Openings  
\_\_\_\_\_

**Internal Use Only**

**Received By:** \_\_\_\_\_  
**Acknowledge:** \_\_\_\_\_ **(Chairman)**      **Date Assigned:** \_\_\_\_\_  
   \_\_\_\_\_ **(Member)**      **Applicant Notified:** \_\_\_\_\_  
   \_\_\_\_\_ **(Member)**      **Routine (Consent) Item:** \_\_\_\_\_

**Other Parties Notified:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

