

**NOTICE  
GLENPOOL UTILITY SERVICE AUTHORITY  
REGULAR MEETING**

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A Regular Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. immediately following the Glenpool City Council Meeting on November 4, 2019, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

**AGENDA**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Page    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| A) <b>Call to Order - Timothy Lee Fox, Chairman</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |         |
| B) <b>Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |
| C) <b>Scheduled Business</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |         |
| 1) Discussion and possible action to approve minutes from October 7, 2019 meeting.<br>(Wendy Knight, Secretary)<br><a href="#">GUSA - 07 Oct 2019 - Minutes - Html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2 - 3   |
| 2) Discussion and possible action to receive and approve the Annual Audit of Compliance with Agreement of Settlement, Compromise and Release (“Settlement Agreement”) as required by Sec. 10 of such Settlement Agreement, dated May 15, 2015 and which settled outstanding litigation between the City and GUSA (together, “Glenpool”) and Creek County Rural Water District No. 2 (“Creek-2”).<br>(Lowell Peterson, Attorney for City of Glenpool and Glenpool Utility Services Authority; Wendy Knight, City and GUSA Clerk)<br><a href="#">Staff Memo re Audit Report 110419</a><br><a href="#">a2019 - final as submitted to GB's 091619</a> | 4 - 11  |
| 3) Discussion and possible action to approve a quote from Mac Systems in the amount of \$10,000.00 for intercom replacement at the Police and Utility Departments, with \$8,000.00 of this amount to be paid from GUSA Budget Item No. 02-6-17-6202.<br>(Wendy Knight, City Clerk)<br><a href="#">Intercom Replacement Police and Utility Department 2</a>                                                                                                                                                                                                                                                                                        | 12 - 23 |
| 4) Discussion and possible action to approve 2020 Meeting Calendar.<br>(Wendy Knight, Secretary)<br><a href="#">Meeting Schedule 2020 GUSA</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 24      |

**D) Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on November 1, 2019, by 4:00pm.

Signed: Wendy Knight

Secretary

**MINUTES**  
**GUSA Meeting**  
**October 7, 2019 Council Chambers 6:00 PM**

**TRUSTEES PRESENT:** Tim Fox  
Momodou Ceesay  
Brandon Kearns  
Jacqueline Triplett-Lund  
Joyce Calvert

**STAFF PRESENT:** David Tillotson  
Susan White  
Lowell Peterson  
Wendy Knight  
John Gonsalves  
Lynn Burrow  
Jim Martin

- A) Call to Order - Timothy Lee Fox, Chairman**  
Chairman Fox called the meeting to order at 6:53 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman**  
Wendy Knight called the roll, Chairman Fox declared a quorum present.
- C) Scheduled Business**
- 1) Discussion and possible action to approve minutes from September 3, 2019 meeting.  
(Wendy Knight, Secretary)

Moved by Brandon Kearns, seconded by Joyce Calvert

*To approve the minutes as presented.*

|                | <b>For</b> | <b>Against</b> | <b>Abstained</b> | <b>Absent</b> |
|----------------|------------|----------------|------------------|---------------|
| Tim Fox        | x          |                |                  |               |
| Momodou Ceesay | x          |                |                  |               |

GUSA  
October 7, 2019

|                              |   |   |   |   |
|------------------------------|---|---|---|---|
| Brandon Kearns               | x |   |   |   |
| Jacqueline Triplett-<br>Lund |   |   | x |   |
| Joyce Calvert                | x |   |   |   |
|                              | 4 | 0 | 1 | 0 |

CARRIED.

[GUSA - 03 Sep 2019 - Minutes - Html](#)

**D) Adjournment**

Chairman Fox declared the meeting adjourned at 6:54 p.m.



To: City of Glenpool, Mayor and City Council  
Glenpool Utility Services Authority, Chair and Board of Trustees

From: Wendy Knight, City and GUSA Clerk; and  
Lowell Peterson, Attorney for City of Glenpool and Glenpool Utility Services  
Authority

Date: November 4, 2019

Subject: Annual Audit of Compliance with Agreement of Settlement, Compromise and  
Release ("Settlement Agreement"); and Reconciliation Agreement (Sec. 10(f) of  
Settlement Agreement)

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Background:

In the Settlement Agreement that terminated the litigation between the City of Glenpool and the Glenpool Utility Services Authority (together, "Glenpool") and Creek County Rural Water District #2 ("Creek-2") in May of 2015, (the "Agreement") Glenpool proposed and Creek-2 accepted a methodology for minimizing and hopefully preventing any future disputes or claims based on multiple years of real or perceived non-compliance by either party. The parties agreed to retain, annually, an independent auditor who will examine all pertinent records and accounts of both parties to determine whether the parties have met their respective reporting and payment obligations during the "Auditable Period" under review. Auditable Period has been defined to conform to Glenpool's fiscal year, the 12-month period from July 1-June 30, for each remaining year of the Agreement.

Sec. 10 (a) and (b) of the Agreement require the Independent Accountant's Audit Report to be completed within 90 days following the close of the Auditable Period. The Audit Report for FY 2018-2019 was dated and issued to the parties August 30, 2019, approximately 67 days following the end of the Auditable Period.

Historical Perspective

The Council/Trustees may recall that performance under the Settlement Agreement has been an arduous task. Keeping up with all the procedures and protocols includes staff from: the Community Development Department (issuance of building permits and assessment of connection fees), Utility Department (allocating monthly royalty payments correctly with different rules for whether the customer's property is in the Permissive Area, the Released Area and/or is a "Reserved Creek-2 Water Customer", monthly reporting requirements and keeping track of the issuance of "construction meters" for temporary connection to fire hydrants on work sites); City/GUSA Clerk who oversees the entire ordeal; and the attorney who has the questionable pleasure of dealing with a disputatious lawyer across the table.

Notwithstanding this level of difficulty and the time and attention it requires, we can happily report that our annual audits have found us in substantial and improving compliance with the Settlement Agreement for each of the three years we have been undertaking this activity. Periodically, the auditor has noticed minor discrepancies in the identification of a building permit with its location in "Glenpool Territory" or rare failure to send a correct monthly report to Creek-2. This year, the Clerk, Attorney and staff undertook extensive meetings to locate, identify and resolve any trouble spots. Our auditor has commented favorably on the quality of these efforts.

#### Reconciliation of Records

If the Audit Report discloses any non-compliance by either party, the other party is allowed 90 days following the date of issuance of the Audit in which to put the non-compliant party on notice of a potential default. Any such notice, to be effective, must be communicated by no later than 90 days following issuance of the Agreed Upon Procedures Audit Report.

The Settlement Agreement also requires that, upon expiration of the 90-day notice period without notice of default, the Auditable Period under audit is deemed compliant and the parties are required to sign a written agreement establishing the parties' accounts are reconciled and all real or potential claims are forever waived. "The resulting reconciliation agreement shall be binding on both parties as a definitive statement of compliance with this Agreement [the Settlement Agreement] as of the date of such reconciliation agreement." Settlement Agreement § 10(g). Glenpool and Creek-2 will each be requested to enter such reconciliation agreement following expiration of the 90-day deadline without notice of default by either party. The 90-day notice period for non-compliance issues will expire on November 28, 2019. If that period expires without notice of any claims (which we expect to be the case), we will come back to the December 2 meeting to present the reconciliation agreement. That will bring all matters regarding the audit report for FY 2018-2019 to an end.

#### Recommendation:

Legal counsel for both parties to the Settlement Agreement have recommended that the City Council, the Glenpool Utilities Services Authority's Board of Trustees and the Creek-2 Board of Directors formally receive and approve the final Independent Accountant's Report on Applying Agreed-Upon Procedures, dated August 30, 2019. Creek-2's Board has done so.

As stated above, the parties expect to approve the required reconciliation agreement at the first meeting of their respective governing bodies following expiration of the 90-day review/non-compliance notice period.

Enclosure: Independent Accountant's Report on Applying Agreed-Upon Procedures, dated August 30, 2019



**Elfrink and Associates, PLLC**  
Certified Public Accountants

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City of Glenpool  
Glenpool Utility Service Authority  
12205 So. Yukon Ave  
Glenpool, OK 74033

Creek County Rural Water District No. 2  
2425 West 121<sup>st</sup> Street South  
Jenks, OK 74037

**Independent Accountant's Report on Applying Agreed-Upon Procedures**

We have performed the procedures enumerated below, which were requested by and agreed to by the specified users of the report as identified above, as required by that certain Agreement of Compromise, Settlement and Release (the "Agreement") entered into between the users, effective May 15, 2015 (the "Effective Date"). Management of the City of Glenpool ("City"), Glenpool Utility Service Authority ("Authority") (collectively, "Glenpool") and the Creek County Rural Water District No. 2 ("Creek-2") are responsible for their entities' financial accountability and its compliance with applicable legal and contractual requirements. The audit period covered by this report is July 1, 2018 through June 30, 2019. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA") and *Generally Accepted Government Auditing Standards*. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

We have performed the procedures enumerated below, which were agreed to by Glenpool and Creek-2 to assist you in evaluating and monitoring the Agreement.

The procedures that we performed, and our results are as follows:

**With respect to Glenpool's Records**

1. We will update our understanding of the policies, procedures, and methodologies used by Glenpool to create, maintain, bill, and terminate water utility customers, particularly those existing within the Permissive Area, as that term is defined in the Agreement. Such understanding shall be documented by us in writing.

All Glenpool Building Permit applications are sent to the Glenpool Community Development Department, to ensure compliance with the Agreement. This Agreement defines the "Glenpool Territory" as comprised of the "Permissive Area" and the "Released Area" for water service. The City Planner maintains the Glenpool Territory map referenced in the Agreement marking the boundaries of the Released Area and the Permissive Area. The Released Area includes the city limits and land annexed into the City as of March 2, 2012 and will not change during the term of the Agreement. The "Permissive Area" is defined as all parts of Glenpool Territory within the colloquial "Fenceline" that were unincorporated as of March 2, 2012 (even if annexed in later) and as to which Glenpool is obligated by the Agreement to pay meter connection fees and monthly royalties. Three areas were annexed into the City in the current audit period as designated by City Ordinances 695, 701, and 719.

3119 E 87<sup>th</sup> Street  
Tulsa, OK, 74137  
Members of the AICPA and OSCP



918-361-2133  
[anne.elfrink@CPA.com](mailto:anne.elfrink@CPA.com)  
Government and Nonprofit Auditing

The Planner reviews all building permit applications that will include new meter connections for water or sewer service. Per direction from Glenpool management, and in accordance with the Agreement, the planner will not approve any applications for new water meters on properties that are in the Permissive Area and outside the City limits. For properties in the city limits, but also in the Permissive Area (that is, annexed after March 2, 2012), applicants for water service are given the choice to receive service from Glenpool or from Creek-2. Those customers choosing service from Creek-2 are referred directly to Creek-2 to establish water service.

If a property requesting water service in the Released Area has never had Glenpool water service and is or becomes an active or inactive Creek-2 water customer at any time before or after the Effective Date, it is defined as a "Reserved Creek-2 Water Customer,". (All Reserved Creek-2 Water Customers as of the Effective Date were to be identified on the baseline customer count, as defined in the Agreement.) In that case, the Planner refers the customer to Creek-2. If water service is anticipated for a development on property that is classified as a Reserved Creek-2 Water Customer such that Glenpool fire suppression service will be required, Glenpool and Creek-2 have arranged for a mechanism to bifurcate the water requirements. If the property is within the Released Area and is requesting water service and does not have an active or an inactive Creek-2 water meter, the Planner approves the water service request and notes whether the service address is in the Released or Permissive area. The Community Development Administrative Assistant sends the 'Notice Concerning Applications for Water Service in Glenpool Territory' ("notice") to Creek-2 and to the City's utility billing office to establish an account.

If Glenpool management decides to provide additional water service in the Permissive Area, this notice is also sent to Creek-2 and the City's utility billing office. Such water service requires the payment of a one-time connection fee and a monthly royalty provided by the Agreement. The connection fee and monthly royalty payments are calculated by the City's utility billing department. Customers in the permissive area are identified by the "class" of "SP2" on the INCODE billing system and the "service code" of "305 – CCRD2 Royalty".

The Third Amendment to the Agreement of Compromise, Settlement and Release was executed by Glenpool and Creek-2 on December 12, 2018. This amendment requires that Glenpool track construction meter connections and terminations of the connections, such that five or more such iterations in a fiscal year will trigger the requirement to remit a meter connection fee to Creek-2. Glenpool has established a new procedure to go into effect in the next audit period to track construction meters in the permissive area. After successful application for a construction meter, the contractor will meet a Glenpool public works foreman at the fire hydrant location who then verifies with the public works supervisor as to the classification of the location as either Permissive or Released. The utility department then creates a service order using a "job code" that will show the location designation of the construction meter. Once a construction meter is flagged in the permissive area, it will be tracked sufficiently to determine if 5 iterations as described above have occurred in a fiscal period at which time a meter connection fee will be remitted to Creek-2.

Glenpool remitted royalty fees for one customer with two meters in the Permissive Area; the Triumph Worship Center located at 2125 West 181st Street South, that were installed prior to execution of the Agreement and a second customer with six meters; Mark Allen Chevrolet that were installed in the prior audit period. There were no new meters identified in the Permissive Area in the current audit period. The City reported these eight meters monthly sending the 'Monthly Reporting Form for Glenpool' to the Creek-2 District office. Glenpool sent the required monthly report for each month from July 1, 2018 through June 30, 2019 ("Audit Period"), remitting the monthly royalty fees for these eight meters.

We obtained a customer history file for all active Glenpool utility customers and compared the service addresses to the service addresses in the original baseline customer count file and the building permit files provided in the current and prior years. We updated our reference file to include all service addresses for future comparisons.

**Findings:** There appears to be an increased emphasis that the procedures and controls are in place to assure compliance with the agreement.

**Suggestions:** Glenpool management should continue to assure that there is proper training provided, especially to new employees performing key roles in assuring compliance.

2. We will obtain building permit records for all new construction within the Permissive Area during the Audit Period and compare such records to records maintained within Glenpool's utility billing system pertaining to the installation of new water meters at the physical addresses on the building permits to ensure that information regarding new meter installations reported to Creek-2 is timely and accurate.

We obtained a listing of building permits issued by the Glenpool during the Audit Period and determined that there were 55 properties that had a permit type of "BLD-RES" or "BLD-COM". We compared these permits to the "Notice Concerning Applications" reports that were received by Creek-2.

**Finding:** We noted four instances where the required notice was not sent by Glenpool to Creek-2. The Agreement requires monthly reporting "to serve as a notification procedure by which Creek-2 and Glenpool will each inform the other as to each new customers subscribing to water services within either the Permissive Area or the Released Area, excepting only the Reserved Creek-2 water customers in the Released Area and to verify that potential new customers in the Permissive Area or Released Area, excepting only Reserved Creek-2 water customers in the Released Area, for properties not previously provided water service have been advised, on the face of the application, that they may choose which water utility provider shall provide water service to their property." However, this is improved from the previous 2018 audit period report which showed twelve exceptions.

**Recommendation:** The City should continue to refine tracking procedures to assure that all new connections are reported in a timely manner to Creek-2.

3. We will calculate the amount of Meter Connection Fees due Creek-2 during the Audit Period based upon building permits, utility installation records, and utility billing records, and will compare the results of that calculation to the amount remitted by Glenpool during the same period. We will reconcile any differences noted and determine the correct amount due during the Audit Period.

**Finding:** We noted no new connections in the Permissive Area for which meter connection fees would be due.

4. We will examine Glenpool's records (including, but not limited to raw computer billing data, customer reports, software billing programs) to determine whether amounts paid to Creek-2 for Royalty Fees due on Active Water Connections in the Permissive Area during the Audit Period are correct. We will reconcile any differences noted and determine the correct amount due to Creek-2 during the Audit Period.

**Finding:** Other than a slight overpayment as discussed in procedure 5 which follows, the royalty fees were calculated correctly and remitted timely. Receipt of the fees was confirmed by a review of Creek-2's records.

5. We will obtain documentation of the CPI-U adjustments made to Meter Connection Fees and Royalty Fees paid by Glenpool to Creek-2 during the Audit Period and determine whether such adjustments were accurate and made in a timely manner.

The Agreement requires that the CPI-U adjustment shall be the percentage change of the year-end CPI-U from December 31 of the immediate past calendar year and the year-end CPI-U from December 31 of the second immediate past calendar year, as published by the Bureau of Labor Statistics annually. The CPI-U for December 2017 was 246.524. The CPI-U for December 2018 was 251.233 which is a 4.709 index point change. This index point change is then divided by the earlier index of 246.524 for an adjustment of 1.91%.

After the CPI-U adjustment, the meter connection fee increased by \$16.04 to \$855.92 for connection less than 1" in diameter and by \$24.06 to \$1,283.87 for connections greater than or equal to 1" in diameter. The royalty fee increased by \$0.18 to \$8.32 which was the rate paid by Glenpool from the February billing cycle forward.

**Finding:** The CPI-U adjustment was calculated and applied properly for the connection fees, however, the calculation for the royalty fee should have been an increase of \$0.16, resulting in a cumulative overpayment in the audit period of \$0.64. Although trivial, the overpayment would be compounded and carried forward for future years when the activity becomes greater.

**Suggestion:** Consider requiring a review of the calculation by a second knowledgeable person prior to implementing the rate change.

**With Respect to Creek-2's Records**

1. We will update our understanding of the policies, procedures, and methodologies used by Creek-2 to create, maintain, bill, and terminate Shared Utility Customers. Such understanding shall be documented by the Auditor in writing.

Shared Utility Customers receive water service from Creek-2 and wastewater sewer service from Glenpool. Because there is no separate mechanism for measuring wastewater usage without metering potable water, Glenpool has provided Creek-2 with its rate structure for calculating sewer service based on water usage. This is billed to the Shared Utility Customers by Creek-2 and remitted to the City on a monthly basis, whether or not billing is paid to Creek-2. During the Audit Period, Creek-2 billed fifteen shared utility customers, ten of these customers are located on the 14000 block of South Elwood. All of the Shared Utility Customers are located in the released area. Creek-2 is expecting more Shared Utility Customers from South 26th West Avenue once the Glenpool sewer line is complete.

Historically, the establishment of a Shared Utility Customer has been a rare occurrence. These customers all live in the Glenpool city limits, are Creek-2 water customers and have converted from septic or anaerobic systems to Glenpool sewer. As the City expands its sewer services, the number of Shared Utility Customers will likewise increase. It is anticipated that a proposed development near the 14600 block of South Elwood to create as many as 230 new shared utility customers.

We reviewed the billing and collection records for all fifteen active Shared Utility Customers. All Shared Utility Customers were billed a base charge of \$14.00 which includes the first 1,000 gallons, and an additional \$2.75 for each additional 1,000 gallons of water usage. The rates were confirmed by the City of Glenpool and were unchanged from the prior audit period. The Shared Utility Customers are noted in the Creek-2 utility billing system as "Secondary Status G" and service type "SwrGP". Creek-2 remits the total billed for all sewer charges to Glenpool by the 20th of the month, whether or not such billing has been collected by Creek-2.

**Findings:** Procedures were documented in writing as above.

2. We will obtain and compare records maintained by Glenpool pertaining to wastewater taps made or maintained at addresses served by Creek-2's domestic water and compare such records to Creek-2's billing records for Shared Utility Customers.

Glenpool provided a list of 29 customers with sewer connections established during the audit period, of which 17 did not have current Glenpool water service. All 17 properties were located in the released area and were on the Glenpool permit list for the current audit period. The notices provided by Glenpool were reviewed and all 17 customers had elected water service from Glenpool. We concluded that the permits were for connections that were not yet in service.

**Findings:** We noted one customer at 13700 S Peabody Drive that was not on the prior list or previous building permit files, but on the Glenpool master account list. Upon inquiry, it was noted that the customer had been set up to charge storm water/recycle fee only and that they had been flagged as a shared utility customer with a date of service of 11/28/2018. After additional research, it was discovered that they did in fact have new sewer service but had not been set up by Creek-2 to start collecting sewer fees due to an address communication error. It was agreed by both parties to begin billing for the sewer services in August 2019. The property address was not found on the list of new sewer connections provided by Glenpool.

**Suggestion:** Additional procedures may be warranted to assure that all new sewer connections are properly identified and reviewed for potential status as a shared utility customer. This is especially important given that this activity could increase in the near future.

3. We will examine Creek-2's records (including but not limited to raw computer billing data, customer reports, software billing programs) regarding water consumption by Shared Utility Customers and calculate the amounts due Glenpool for wastewater collection services for those customers. The Auditor shall compare the calculation above to the actual amounts paid to Glenpool for the Audit Period and reconcile any differences noted.

We reviewed the billing and collection records for all fifteen active Shared Utility Customers. The rates billed were consistent with the rate schedule provided by Glenpool. Creek-2 remitted the total billed for all sewer charges to Glenpool by the 20th of each month. Glenpool confirmed receipt of all of the payments.

**Finding:** Charges for wastewater collection services were paid by Creek-2 to Glenpool accurately and timely.

#### **Procedures Applicable to Creek-2 and Glenpool**

1. We will apply the following agreed-upon procedures, as specified in the Agreement provided that we may implement the Audit Sampling standards set forth in AU Section 350, Audit Sampling, implementing Statements on Auditing Standards No. 39, 43, 45 and 111, promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants, as such AU 350 may be amended or superseded.

**Finding:** Sampling Standards as set forth in AICPA AU Section 350, Audit Sampling were followed as indicated in the descriptions of procedures performed above.

2. We will perform any other procedures we deem reasonable and necessary to ensure that the purpose and intent of the Agreement has been met by both Creek-2 and Glenpool.

We obtained a customer listing from the City of Glenpool's Utility Billing Department and cross-checked the service addresses with a listing that included the addresses of the Glenpool Baseline Customer Count and the relevant building permit lists obtained in the audit procedures for the period ended June 30 2016, and years ended June 30, 2017, 2018, and 2019. This list has been updated to include any previously omitted addresses and will be maintained and built upon in future.

**Finding:** Based on the agreed-upon procedures performed, we find that the purpose and intent of the Agreement has been substantially met by both Creek-2 and Glenpool for the Audit Period.

3. The above agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA") and the Government Accountability Office ("GAO").

**Finding:** The procedures described above were conducted in accordance with attestation standards established by the AICPA and GAO.

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the accompanying review of transactions. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the specified users, as identified above, and is not intended to be and should not be used by anyone other than these specified parties

*Elfrink and Associates, PLLC*

Elfrink and Associates, PLLC  
August 30, 2019



To: Mayor, Council, GUSA Chairman and Board Members

From: Wendy Knight, City Clerk

Date: November 4, 2019

RE: Intercom Replacement Police and Utility Departments

**Background:**

This item is for Council/GUSA Board consideration and action regarding the approval and acceptance of a quote solicited and received from Mac Systems for intercom replacement. The intercoms to be replaced are located in the lobby/dispatch office at the Police Department, 3 walk-up counters at the Utility Department, and the drive-thru window at the Utility Department. The Police Department intercom system was originally replaced in April, 2016 and subsequently required repairs in December 2017. This unit is currently inoperable. The Utility Department intercom system was originally replaced in November, 2015, and repaired in March, 2018. The drive-thru window, and 2 walk-up counter units are currently inoperable. A visual inspection of all equipment was performed by City staff and a representative of Red Hawk, and it was determined that the intercoms needed to be replaced, due to the age of equipment and repair costs. As noted in the attachments, quotes for this replacement work were solicited and received from three separate service companies:

- Techsico: \$14,540.00
- Red Hawk: \$14,410.00
- Mac Systems: \$10,000.00

\*Note - All three companies offer a 1 year parts and labor warranty.

**Staff Recommendation:**

Staff has reviewed the quotes received for intercom replacement and recommends approval of the quote from Mac Systems in the amount of \$10,000.00, with \$2,000.00 to be paid from General Fund Budget Item No. 01-6-03-6202, and \$8,000.00 to be paid from GUSA Budget Item No. 02-6-17-6202.

**Attachments:**

- A. Replacement Quotes

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12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641  
Mayor Tim Fox, Vice-Mayor Mamadou Ceesay, Councilors: Joyce Calvert, Brandon Kearns and Jacqueline Lund  
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight  
[www.glenpoolonline.com](http://www.glenpoolonline.com)



TECHSICO ENTERPRISE  
SOLUTIONS

Quote #: EH-049

Project: EH-049 - Glenpool - Window Intercoms

Date: 8/16/2019

Proposed Pricing

Spec(s) &  
Plan(s):

Proposal By: Kevin Key  
Phone #: (918) 585-2347  
Email: [estimating@techsico.com](mailto:estimating@techsico.com)

Customer: City of Glenpool  
Contact: Wendy Knight for Jeff Wallen  
Site: Windows  
Address: 12205 S Yukon Ave  
Glenpool, OK 74033

| Product Number        | Qty | Description                                                                          | Unit | Line Total  |
|-----------------------|-----|--------------------------------------------------------------------------------------|------|-------------|
| Material & Labor Cost |     |                                                                                      |      | \$14,540.00 |
| <b>Materials</b>      |     |                                                                                      |      |             |
|                       | 3   | Surface Raceway-6'-3/4"-3/8"-Plastic-Uniduct-Ivory                                   | ea   |             |
|                       | 3   | Surface Raceway Cover Clip-1"-For 3/4"-Plastic-Uniduct-Ivory                         | ea   |             |
|                       | 3   | Surface Raceway Drop Ceiling Connector-2,125"-1.4375"-For 3/4"-Plastic-Uniduct-Ivory | ea   |             |
|                       | 3   | Surface Raceway Flat Elbow-1.5"-For 3/4"-Plastic-Uniduct-Ivory                       | ea   |             |
|                       | 3   | Surface Raceway Internal Elbow-1.25"-For 3/4"-Plastic-Uniduct-Ivory                  | ea   |             |
|                       | 3   | Surface Raceway External Elbow-1"-For 3/4"-Plastic-Uniduct-Ivory                     | ea   |             |
|                       | 3   | Surface Raceway Tee-2,1875"-0.6875"-For 3/4"-Plastic-Uniduct-Ivory                   | ea   |             |
|                       | 400 | Cable - UTP-Cat5e-4 pair-24 AWG-Plenum-Box-White                                     | ft   |             |
|                       | 150 | Cable - 4 Conductor-SSA-Plenum-Box-Unshielded-22AWG/4-Stranded-Natural               | ft   |             |
|                       | 4   | Jack-Cat5e-RJ45-White VolP                                                           | ea   |             |
|                       | 16  | Connector Mod Plug-Cat6-RJ45-UTP-Crimp-On-Plenum-Plug-8P8C-Solid-Clear               | ea   |             |
|                       | 2   | Low Voltage Mounting Plate-1 Gang-Plastic-White                                      | ea   |             |
|                       | 2   | Faceplate-2 Port-Labeled-White                                                       | ea   |             |
|                       | 3   | Copper Patch Cord-Cat5e-RJ45-RJ45-10 Ft-Snagless-PVC-Stranded-Blue                   | ea   |             |
|                       | 4   | Label - Station                                                                      | ea   |             |
|                       | 4   | Testing - Station                                                                    | ea   |             |
|                       | 1   | Sheet Metal                                                                          | ea   |             |
|                       | 4   | IC-Edge System                                                                       | ea   |             |
|                       | 4   | TKIS-2 Turbine Station Kit                                                           | ea   |             |
|                       | 1   | Network Switch - 8 port-PoE                                                          | ea   |             |
|                       | 4   | Surface Mount Backbox-2 Gang                                                         | ea   |             |
|                       | 4   | 2-Gang Call-In Station, 8Ω, Vandal Resistant, Stainless Steel                        | ea   |             |

**Labor**  
Install, terminate, label, and test up to 8 connections using up to 400 feet of Cat5e cable. Install up to 3 sticks of wiremold. Install up to 4 window intercom stations (1 at drive through) with 4 remote stations. Install up to 1 PoE switch. Install up to 3 patch cords.

Exclusions / Assumptions /  
Provided by Others

Firestopping provided by Division 7 or others. Conduit, Innerduct, Surface-mount raceways, Penetrations, Cable trays/Ladder rack/Basket unless specified above, Core drilling, Floor boxes and floor box accessories, Ground wire larger than 6AWG, Ground bar, Communications/power poles, Handholes, NEMA enclosures, Fire sleeves, Conduit Sleeves, Bushings, Plywood, Demo, and Electrical Work provided by Division 16/26/Electrical Contractor or others. Cross-connects, Fiber, Copper backbone, Building entrance protectors, Surge protection, Outside plant cable, Racks/cabinets, and Special cubicle or furniture faceplates not specified in Division 27/Communications section or not included in this quote. All heavy equipment is excluded. Rock clause in effect. Any needed permits are excluded. Coordination with utility companies is excluded. Locates of any private underground cables is excluded. Assuming any existing conduit to be used or conduit provided by others will be of appropriate size in order to not violate a maximum of 40% fill upon completion. Floor/wall x-rays are excluded. Any and all material/labor not listed above is excluded.

The above mentioned items may be included at an additional cost.

Section(s) Bidding

Certification(s) RCDD, OK LIC. #1103

Page 1 of 2



TECHSICO ENTERPRISE  
SOLUTIONS

Quote #: EH-049

|               |                                       |                                                       |       |           |
|---------------|---------------------------------------|-------------------------------------------------------|-------|-----------|
| Project:      | EH-049 - Glenpool - Window Intercoms  |                                                       | Date: | 8/16/2019 |
| Warranty      | 1 year (workmanship)                  |                                                       |       |           |
| Addenda       | n/a                                   | Addenda have been received and acknowledged.          |       |           |
| Clarification | n/a                                   | Clarification(s) have been received and acknowledged. |       |           |
| Change        | n/a                                   | Change(s) have been received and acknowledged.        |       |           |
| Tax           | Applicable tax for customers location |                                                       |       | \$0.00    |

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|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$14,540.00</b> |
|--------------|--------------------|

Comments:

All State and Local sales tax will be applied at time of invoicing.  
All cabling will be installed, terminated and tested in accordance with EIA/TIA Standards.  
Payment Terms: DUE UPON RECEIPT. Any invoice over 30 days past due will be assessed a minimum 1.5% service charge.  
Any payment made by credit card will be charged a 2.75% fee.  
This proposal and applied rates will expire in 30 days.  
Part numbers provided for reference only. Similar products may be substituted without degrading integrity.  
Upon acceptance of this bid, when signed by an authorized representative, shall serve as a binding contract between TECHSICO and the above mentioned customer.  
For additional information, please contact TECHSICO Sales at 918-585-2347 or [estimating@techsico.com](mailto:estimating@techsico.com).  
CONFIDENTIALITY NOTICE: Recipient acknowledges by its receipt and use of this proposal that it is confidential and proprietary information of TECHSICO. Recipient may use this document for the purpose of evaluating TECHSICO's proposal and for no other purpose. Please ensure that this proposal is not disclosed to any persons other than your employees with a viable need to know.

Signature for Acceptance of Quote: \_\_\_\_\_

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

Return via email [estimating@techsico.com](mailto:estimating@techsico.com) or fax (877) 825-9047

**Charles Wallen**

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**From:** Joe Gragg [Joe.Gragg@redhawkus.com]  
**Sent:** Tuesday, July 31, 2018 10:08 AM  
**To:** Charles Wallen  
**Subject:** Intercom Proposal  
**Attachments:** City of Glenpool Intercom Proposal.pdf; IM-1 Kit Contents.pdf  
**Importance:** High

Jeff:

Attached is the proposal for 1 Teller Window Intercom. I can get \$110.00 off each unit if you buy 4. That would save \$440.00 dollars if you replace them all. Let me know how you wish to proceed or if you have any questions. I also included the parts list for everything included. My price is Turnkey with Red Hawk doing the install.

Joe Gragg  
Service Sales Professional  
OK Lic. A6065  
Cell: 405-406-5640



6000 NW 2<sup>nd</sup> Street, Suite 1000  
Oklahoma City, OK 73127  
Office: (405) 787-8444 Fax: (405) 787-8882  
[Joe.Gragg@Redhawkus.com](mailto:Joe.Gragg@Redhawkus.com) [www.Redhawkus.com](http://www.Redhawkus.com)



*"Our Business is Protecting Yours"*

## **Project Sales Agreement**

### ***Prepared For:***

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#### **City of Glenpool**

Jeff Wallen

Maintenance Mgr.

Phone:

eMail: [cwallen@cityofglenpool.com](mailto:cwallen@cityofglenpool.com)

14525 South Elwood

Glenpool, OK 74033



### ***Prepared & Submitted By:***

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#### **Joe Gragg**

Phone: 405-406-5640

Cell: 405-406-5640

Fax: 405-787-8444

eMail: [joe.gragg@redhawkus.com](mailto:joe.gragg@redhawkus.com)

**Date Prepared:** July 31, 2018

**Agreement Start Date:**

**Proposal No:**

**PROJECT AGREEMENT****By and Between**

**Red Hawk Fire & Security**  
6000 NW 2nd Street, Suite 1000  
Oklahoma City, OK 73127

**City of Glenpool**  
14525 South Elwood  
Glenpool, OK 74033

**(Hereinafter "Seller")**

**(Hereinafter "Customer")**

**Proposal ID:**

Installation and / or Service Location:  
City of Glenpool  
14525 South Elwood,  
Glenpool OK

**PROJECT**

Our price for Material and Installation is **\$2,992.00** includes all applicable taxes  
*Please see Addendum A - Schedule of Equipment.*

No maintenance options included.

**TIME SENSITIVE:** Due to the uncertainty of material prices we will be unable to honor this quotation after ten (10) days.

**CUSTOMER MUST INITIAL HERE IF SERVICE IS NOT BEING PROVIDED UNDER THIS AGREEMENT**

OUR PRICE INCLUDES THE FOLLOWING AS DESCRIBED IN THE STATEMENT OF WORK ATTACHED HERETO:

1 Unit Pricing for 1 Teller Window Intercom

2  
3  
4  
5

OUR PRICE EXCLUDES THE FOLLOWING:

1 110V Electrical work

2  
3  
4  
5

**\*\*\*\* DID YOU KNOW YOU MAY HAVE THE ABILITY TO LEASE THIS SYSTEM? \*\*\*\***

|                    | 24 Months | 36 Months | 48 Months | 60 Months |
|--------------------|-----------|-----------|-----------|-----------|
| Fair Market Buyout | Call      | Call      | Call      | Call      |
| Dollar Buyout      | Call      | Call      | Call      | Call      |

**To lease this system or learn why leasing may be your best choice, call Joe Gragg at 405-406-5640**

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**Proposal ID:**

## **GENERAL TERMS AND CONDITIONS**

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

**1. PAYMENT:** As a condition of performance, payments are to be made as follows: Customer will pay 30% upon contract signing, 30% upon shipment of equipment to Seller or Customer, 30% upon substantial completion and 10% upon final acceptance by Customer.

The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less.

Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a Five Percent (5%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.

**2. TAXES:** The Customer shall be responsible for all taxes applicable to the work and/or materials hereunder.

**3. WORK HOURS:** Seller will perform all work during normal business hours: Monday through Friday, 8:00 AM - 05:00 PM

Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed.

### **4. INSTALLATION CONDITIONS:**

Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.

**5. TIME AND MATERIALS SERVICE WORK / CHANGE ORDERS** In the event that Seller is asked by Customer to perform additional work, e.g., on a time and materials basis or per change order, during the duration of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller premium rates in effect at the time the work is performed.

**6. INDEMNIFICATION:** Seller agrees to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this Agreement but not to the extent caused by others.

**7. LIMITATION OF LIABILITY:** Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the Agreement value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

**8. GENERAL:** (a) This Agreement, and the Scope of Work, constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer by sending written notification to Seller of the rejection within fifteen (15) days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.

7/31/2018

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**Proposal ID:****9. WARRANTIES:**

Any equipment provided by the Seller will be warranted for a period of One (1) Year from the date of the equipment or replacement parts are installed by Seller. Notwithstanding the foregoing, equipment and labor provided by Seller on any physical security equipment specified on the Schedule of Equipment attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

**PHYSICAL SECURITY** - Notwithstanding the foregoing, and excluding inspections, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND EQUIPMENT PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**10. INSURANCE:** Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts:

(a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence and (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller does not waive its right to subrogation or provide copies of its policies, certified or otherwise nor does it provide endorsements.

**11. FORCE MAJEURE:** Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Service charges shall cease until service is resumed.

**12. MUTUAL WAIVER OF DAMAGES:** NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE.

**13. ENVIRONMENTAL:** Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with hazardous materials or substances upon, beneath, about, or inside Customer's equipment or property, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

**14. EXPORT COMPLIANCE:** Customer hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.

**15. COMMERCIAL ITEMS:** Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price or time and material basis. The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") Part 2, and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices, which do not consider, and will not meet, any special requirements of U.S. Government cost principles and procedures under FAR or similar procurement regulations.

**16. GOVERNING LAW:** This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. Attorneys' fees and other legal costs may be assessed. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

**17. COSTS AND ATTORNEYS' FEES:** In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

**18. SEVERABILITY:** If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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**Proposal ID:**

**19. SUBCONTRACTING:** Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

**20. NOTICES:** All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle.

**21. Price Adjustment Clause Proposal:** Customer agrees that the availability and price of certain Materials and Commodities ("Materials") worldwide, including but not limited to, oil, gasoline, steel, aluminum, wire and plastic products can be extremely volatile. Seller's pricing for this contract is competitive and has allowed for a reasonable escalation of Materials costs. Customer agrees however, that should the cost of Materials exceed five percent (5%) above the current cost to Seller, Seller may supply a change order in writing or by e-mail for the increase in the cost of Materials as described above and the Customer agrees to approve and agree to pay the change order in writing or by email in no more than (10) ten calendar days of the email being sent to Customer. Further, the Parties agree that notwithstanding anything stated to the contrary in the governing terms and conditions, when circumstances as described above so require, CUSTOMER AGREES THAT IN THE EVENT CUSTOMER FAILS TO ACCEPT AND APPROVE THE CHANGE ORDER WITHIN (10) TEN CALENDAR DAYS AFTER SELLER SENDS IT, SELLER WILL PROCEED, KEEP RECEIPTS OF ALL COSTS AND ADD THE INCREASE AS WELL AS A TEN PERCENT (10 %) ADMINISTRATIVE FEE TO ITS NEXT INVOICE TO CUSTOMER.

**Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:**

**Attn:** Red Hawk Fire & Security  
6000 NW 2nd Street Suite 1000  
Oklahoma City OK 73127

**And if sent by the Seller to the Customer, shall be addressed as follows:**

**Attn:** City of Glenpool  
Jeff Wallen  
14525 South Elwood  
Glenpool, OK 74033

**SIGNATURES CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN.  
AGREEMENT VALID UPON SIGNATURE OF RED HAWK MANAGER.**

**Red Hawk Fire & Security  
Proposed By:**

**City of Glenpool  
Accepted By:**

*Joe Gragg*

\_\_\_\_\_  
**Joe Gragg  
Account Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Jeff Wallen  
Maintenance Mgr.**

\_\_\_\_\_  
**Date**

**Accepted By:**

\_\_\_\_\_  
**Tim Williams  
General Manager, Red Hawk Fire & Security**

\_\_\_\_\_  
**Date**

7/31/2018



*The Final Piece of the Security Puzzle*

## Ticket Window System

- Complete system must include:
  - IMU-100 Controller & Base kit
  - IME-100 Gooseneck Mic (installed on base)
  - IAI-100 Driver Unit & Acoustic Tube kit
  - IAX-100 Extension Tube (1 included in kit)
  - ISE-100 Motion Sensor
  - PS-2420UL Power Supply
- *IM-1 Kit includes all of the above!*



Outside



Control Unit



Inside

## Ticket Window System

- Complete system must include:
  - IMU-100 Controller & Base kit
  - IME-100 Gooseneck Mic (installed on base)
  - IAI-100 Driver Unit & Acoustic Tube kit
  - IAX-100 Extension Tube (1 included in kit)
  - ISE-100 Motion Sensor
  - PS-2420UL Power Supply
- *IM-1 Kit includes all of the above!*



Outside



Control Unit



Inside

August 20, 2019

City of Glenpool  
12205 S. Yukon Ave.  
Glenpool, Oklahoma 74033  
918.770.2573  
[wknight@cityofglenpool.com](mailto:wknight@cityofglenpool.com)



Attn: Ms. Wendy Knight

**Reference: City of Glenpool Utilities and Police Department Intercom Proposal - Revised**

Pursuant to your request, we have prepared our proposal for your review and consideration. We endeavor to provide competitive pricing without sacrificing quality workmanship.

**A. Scope of Work**

1. **Utilities Office:** Provide and install three (3) Norcon TTU-1A-X Talk Thru Electronic Communication Systems and one (1) Norcon TTU-3-X Counter-Top 2 Way Talk Thru Electronic Communication System.
2. **Police Department:** Provide and install one (1) Norcon TTU-1A-X Talk Thru Electronic Communication System.

**B. Clarifications**

1. This proposal is valid for 30 days.
2. Payment terms are net 30 days upon date of invoice. Invoicing will be monthly progressive.
3. Equipment Costs : *Norcon TTU-1A-X (\$1,500.00) ea. Norcon TTU-3-X (\$1,800.00) ea.*
4. Mac Systems offers a one (1) year parts and labor warranty on Norcon Communications equipment installations.

**C. Exclusions**

1. Work outside of normal hours of M-F 7:30 A.M. – 5:00 P.M.
2. Painting, patching, or removal of existing intercom system equipment.

*Utilities Building (\$8,000.00) Police Department (\$2,000.00)*

**Contract Cost: Ten Thousand Dollars (\$10,000.00)**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

We appreciate the opportunity to serve your electronic system needs. Please contact me at your convenience if we can be of any additional assistance.

Sincerely,

Aaron Burdg  
[aburdg@macsystems.co](mailto:aburdg@macsystems.co)

**FIRE SUPPRESSION & DETECTION // SECURITY // ACCESS CONTROL // INTERCOM // MONITORING**

OK LIC. #0363 | OK FE LIC. #235 | AR FS LIC. #FSS-041 & #RME-056 | AR CON. LIC. #0053660311 | AR FA LIC. # 2003-0071 | AR FE LIC. #P-173 | TX FS LIC. SCR. 1096 | TX FA LIC. #ACR-3350

1010 East 2nd Street Tulsa, Oklahoma 74119 | Office: 918.582.3736 | Fax: 918.582.3700 | [www.macsystems.co](http://www.macsystems.co)

**2020 CALENDAR YEAR  
SCHEDULE OF REGULAR MEETINGS  
GLENPOOL UTILITY SERVICE AUTHORITY  
GLENPOOL, OKLAHOMA**

| <b>DATE</b>         | <b>TIME</b> | <b>PLACE</b>       |
|---------------------|-------------|--------------------|
| JANUARY 6, 2020     | 6:00 P.M.   | GLENPOOL CITY HALL |
| FEBRUARY 3, 2020    | 6:00 P.M.   | GLENPOOL CITY HALL |
| MARCH 2, 2020       | 6:00 P.M.   | GLENPOOL CITY HALL |
| APRIL 6, 2020       | 6:00 P.M.   | GLENPOOL CITY HALL |
| MAY 4, 2020         | 6:00 P.M.   | GLENPOOL CITY HALL |
| JUNE 1, 2020        | 6:00 P.M.   | GLENPOOL CITY HALL |
| JULY 6, 2020        | 6:00 P.M.   | GLENPOOL CITY HALL |
| AUGUST 3, 2020      | 6:00 P.M.   | GLENPOOL CITY HALL |
| SEPTEMBER 8, 2020 * | 6:00 P.M.   | GLENPOOL CITY HALL |
| OCTOBER 5, 2020     | 6:00 P.M.   | GLENPOOL CITY HALL |
| NOVEMBER 2, 2020    | 6:00 P.M.   | GLENPOOL CITY HALL |
| DECEMBER 7, 2020    | 6:00 P.M.   | GLENPOOL CITY HALL |

\* Denotes Tuesday Meeting

GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

**APPROVED BY:**  
TRUSTEES OF THE GLENPOOL UTILITY SERVICE AUTHORITY  
12205 S. YUKON  
GLENPOOL, OK 74033  
918-322-5409  
Filed in the office of the City Clerk on the \_\_\_\_\_ day of November 2019

Signed: \_\_\_\_\_