

MINUTES
REGULAR MEETING
September 10, 2019
CHEROKEE NATION ELECTION COMMISSION

Call to order/Roll call of Commissioners:

The meeting of the Cherokee Nation Election Commission was called to order by Chairperson Shawna Calico at 4:05 p.m.

Commissioner Carolyn Allen called roll and a quorum was established with the following commissioners present:

Shawna Calico- Chairperson
Pamela Sellers- Vice-Chairman
Carolyn Allen- Secretary/Treasurer
Rick Doherty- Commissioner
Randy Campbell- Commissioner

Office staff present were Marcus Fears and Connie Parnell.

Attorney Harvey Chaffin was present.

Guests present: Paiten Qualls

Approval of Minutes:

Chairperson Shawna Calico asked for approval and/or discussion of the minutes of the August 20, 2019 Special Meeting. A motion was made by Pamela Sellers and seconded by Rick Doherty to approve the minutes with an amendment to add an item of \$50 on the breakdown for shipping and handling of the previously approved amount of \$7,640 total for MBB's. The motion was approved by all commissioners.

Administrator's Report:

Administrator Marcus Fears gave updates on the voter registration statistics, highlights from the Cherokee Nation Holiday outreaches, financial highlights and community meetings CNEC will attend to do outreaches for voter registration and education. A motion was made by Rick Doherty and seconded by Randy Campbell to approve the Administrator's Report. The motion was approved by all commissioners. **(Attachment #1)**

Election Director's Report:

Election Director Connie Parnell presented a report on updates from the election, retention of documents and updates on the voter registration database and equipment. A motion was made by Rick Doherty and seconded by Randy Campbell to approve the Election Director's Report. The motion was approved by all commissioners. **(Attachment #2)**

Attorney's Report:

Attorney Harvey Chaffin stated there was only one court case pending and gave a brief update that he would be filing documents pertaining to that court case . Rick Doherty made a motion which was seconded by Randy Campbell to approve the Attorney's Report. The motion was approved by all commissioners.

Old Business:

There were no items on old business.

Current Items:

a.) Consideration and possible action on the 2020 CSA OU Mapping Contract:

Rick Doherty made a motion which was seconded by Randy Campbell to approve the contract with OU Center for Spatial Analysis for the amount of \$44,694 mapping services. The motion was approved by all commissioners. **(Attachment #3)**

b.) Consideration and possible action on the 2020 Maxim Contract:

Rick Doherty made a motion which was seconded by Randy Campbell to approve the contract with Maxim for the amount of \$48,333.12 with an amendment to correct the date on the contract. This contract is in regard to our Chronicle Database and upgrades. The motion was approved by all commissioners. **(Attachment #4)**

c.) Consideration and possible action on the 2020 Hart Intercivic Contract:

Rick Doherty made a motion which was seconded by Randy Campbell to approve the contract with Hart Intercivic for the amount of \$7,200 for maintenance on the equipment. The motion was approved by all commissioners. **(Attachment #5)**

d.) Consideration and possible action on the 2020 OME Contract:

A motion was made by Rick Doherty and seconded by Randy Campbell to approve the contract with OME for the amount of \$330 per month for 63 months for the postage machine. The motion was approved by all commissioners. **(Attachment #6)**

e.) Consideration and possible action regarding signature authorization for requisitions for up to \$3,000 and up to \$25,000:

A motion was made by Pamela Sellers and seconded by Rick Doherty to leave the signature authorization as is with Marcus Fears, Administrator having the signature authorization of both these amounts. The motion was approved by all commissioners. **(Attachment #7)**

Executive Session:

Rick Doherty made a motion which was seconded by Carolyn Allen to enter executive session at 4:52 p.m. The motion was approved by all commissioners.

Exit Executive Session:

A motion was made by Rick Doherty and seconded by Randy Campbell to exit executive session at 5:43 p.m. The motion was approved by all commissioners.

Action from Executive Session:

Under performance incentive awards (Item b.1), Rick Doherty made a motion which was seconded by Randy Campbell to approve the following incentive rewards:

Election Administrator, Marcus Fears in the amount of \$2,000
Election Director, Connie Parnell in the amount of \$1,500
Clerk, Charlene Keys in the amount of \$1,500
Clerk, Kendal Bishop in the amount of \$1,500

The motion was approved by all commissioners.

Announcements:

There were no announcements.

Adjourn:

Rick Doherty made a motion to adjourn at 5:46 p.m.

Minutes submitted by Carolyn Allen, Secretary
September 20, 2019



CHEROKEE NATION ELECTION COMMISSION

Ph: 918-458-5899 | TF: 800.353.2895 | F: 918.458.6101

September 10, 2019 Administrators Report

Marcus Fears Administrator
fears-marcus@cherokee.org

Attach #1

I. OFFICE:

This month we got the office and vault back in order from the election. We are beginning to receive registrations from Gov't Relations again and all processing and filing is up-to-date.

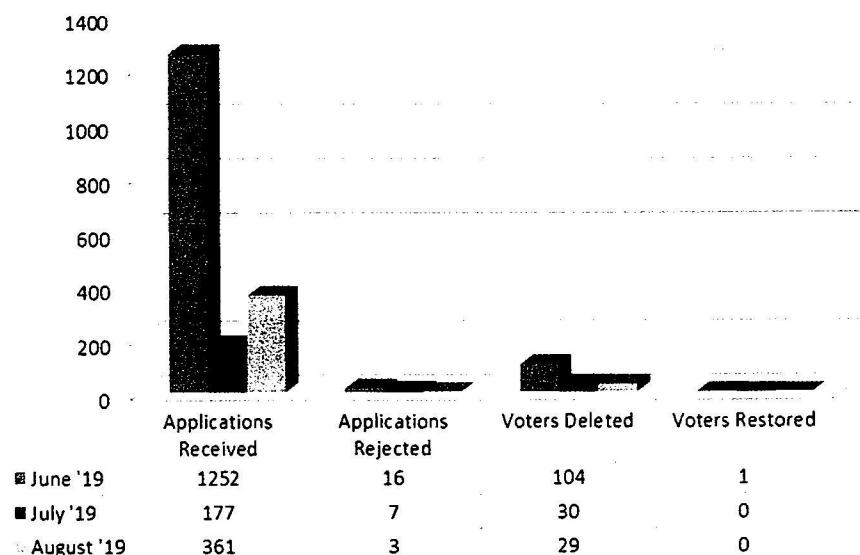
The generator was installed the last week of August. Nick came over to make sure our server was safely booted down and everything came up while the generator was being tested. All went very well. The generator also performs a self-test every Tuesday morning at 10am to make sure everything is operating as it should.

Cherokee Holiday went very well. It was good to get back out into the community and talk with people.

II. VOTER PROCESSING: As of 09/04/2019

361 Applications; 74,558 Total Registered Voters; 42,675 In District; 31,883 At-Large

Voter Registration Statistics



A. Statistical Report:

*Detailed Data by District and Precinct is attached

III. VOTER OUTREACH:

- Holiday Outreach:
 - Complex and Square combined for 43 registrations
- September Outreach:
 - September 5 – Districts 14 & 15, Claremore – 5 registrations
 - September 19 – District 11, South Coffeyville
 - September 19 – District 10, Jay



CHEROKEE NATION ELECTION COMMISSION

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September 10, 2019 Administrators Report

Marcus Fears Administrator

fears-marcus@cherokee.org

- October Outreach:
 - October 7 – District 4, Muskogee

IV. FINANCIAL HIGHLIGHTS:

FY19 budget is on target

District	Precinct	Voters
District No. 1	Hulbert	1,264
	Okay	310
	Tahlequah (1)	1,591
Total for District		3,165
District No. 2	Briggs	237
	Lowrey	245
	Tahlequah (2)	2,460
Total for District		2,942
District No. 3	Keys	970
	Tahlequah (3)	1,834
Total for District		2,804
District No. 4	Ft. Gibson	1,097
	Muskogee	539
	Warner	736
Total for District		2,372
District No. 5	Gore	327
	Sallisaw (5)	610
	Vian	1,153
Total for District		2,090
District No. 6	Belfonte	122
	Marble City	177
	Muldrow	1,662
	Sallisaw (6)	1,658
Total for District		3,619
District No. 7	Cave Springs	292
	Chewey	86
	Stilwell (7)	2,626
	Westville (7)	741
Total for District		3,745
District No. 8	Bell	274
	Stilwell (8)	1,108
	Westville (8)	487
Total for District		1,869
District No. 9	Jay (9)	701
	Kansas	1,328

District	Precinct	Voters
District No. 9	Kenwood	135
	Salina (9)	548
Total for District		2,712
District No. 10	Afton	616
	Grove	739
	Jay (10)	815
	Pryor (10)	552
	Salina (10)	202
	Spavinaw	169
Total for District		3,093
District No. 11	S. Coffeyville	466
	Vinita	1,799
	Welch	135
Total for District		2,400
District No. 12	Bartlesville	1,686
	Nowata	736
	Skiatook	115
Total for District		2,537
District No. 13	Catoosa	338
	Collinsville	994
	Tulsa	1,841
Total for District		3,173
District No. 14	Chelsea	559
	Claremore (14)	2,496
	Oologah	436
Total for District		3,491
District No. 15	Claremore (15)	845
	Locust Grove	887
	Pryor (15)	877
	Salina (15)	54
Total for District		2,663
At Large	At Large	31,883
Total for District		31,883
Grand Total		74,558

Cherokee Nation Election Commission

P.O. Box 1188, Tahlequah, OK 74465-1188
Email: election-commission@cherokee.org
Website: www.cherokee.org/elections.aspx



Phone: 918-458-5899
Toll Free: 1-800-353-2895
Fax: 918-458-6101

Attach #2

August 2019 Directors report

August was cleanup of the election documents and supplies. Election supplies were identified as permanent, 2 year, and 30 day retentions. They were boxed and identified with retentions dates. The permanent documents were placed in a notebook in the vault for safekeeping for the 2019 elections. All the supplies were removed and inventoried as to prepare for the next elections. Documents were removed and assessed for revisions in preparation for the upcoming elections based on the changes in the election act that we hope will take place soon. Marcus and I have talked about the forms that are approved by the commission and we will work on them together based on the outcome of the Election Act revisions from Council.

Research was done on the generator, letter opener and the folder. Had a field trip to see examples and if they would work for us and all went well.

We were able to order election Items from Midwest printing from this year's budget to cut down on the 20 FY budget on supplies, with it being a non-election year every little bit helps and this will allow for any emergencies that may arise.

Ordered equipment handles for the boxes, and new MBB's from Hart Intercivic for the escans. We will schedule the preventive maintenance for the escans after October 1 when it is approved by the Commission.

All documents that have met their required preservation from past elections have been identified and inventoried and ready to present to the Commission for consideration of recycle action.

**PROPOSAL FOR AN INTER-AGENCY
COST-REIMBURSABLE AGREEMENT BETWEEN
THE UNIVERSITY OF OKLAHOMA
AND
THE CHEROKEE NATION ELECTION COMMISSION**

**FY 2020 Geo-Referencing Maintenance for the
Cherokee Nation Voter Registration System**

SUBMITTED TO:
Ms. Shawna Calico, Chairman
Ms. Connie Parnell, Election Commission Director
Cherokee Nation Election Commission
Post Office Box 1188
Tahlequah, OK 74465-0948

SUBMITTED BY:
Center for Spatial Analysis
The University of Oklahoma
Two Partners Place
3100 Monitor Avenue, Suite 180
Norman, OK 73019

August 19, 2019

INTRODUCTION

This proposal is submitted by the Center for Spatial Analysis at the University of Oklahoma to address the ongoing maintenance needs of the Cherokee Nation Election Commission with respect to the geo-referencing of the voter registration system. Through this geo-referencing program, several Cherokee Nation Election Commission needs are being met:

- The Election Districts are identified for each voter.
- Each voter's physical residence location is identified to allow future assignments of appropriate districts.
- Extensive map resources are provided as visual reference materials for voters and election commission staff.

STATEMENT OF WORK

This project has the primary objective of working with the Cherokee Nation Election Commission to generate street segment records with accurate Election district codes assignments using the 15-district election district boundaries for the Cherokee Nation Election Commission's Street Guide. This is accomplished by constructing a set of Geographic Information System (GIS) map layers and databases, reconciling street segment records on the Cherokee Nation's Street Guide with those from the U.S. Census Bureau's TIGER® (Topologically Integrated Geographic Encoding and Referencing) database, and using those GIS data to identify the geographic coordinates of the street guide records relative to the election district boundaries for the Cherokee Nation. This process also has also been completed for all of the township-range-section and quarter-quarter section breakdowns within each county, with a "geographic location" format record generated to reflect all of the land legal descriptions within the Cherokee Nation.

This maintenance project is a continuation of activities that have been completed by CSA under previous inter-agency agreements. Through this agreement, the initial Cherokee Nation Election Commission's Street Guide was created and submitted to the Cherokee Nation Election Commission. Since that submission, the Election Commission has continued to maintain the Street Guide with CSA not receiving those changes. Processing will be completed by county and the following maintenance issues will be addressed.

1. As counties are being reviewed, the following steps will be taken for the Street Guide records:
 - Link to new Election Commission records,
 - Match to current CEB records to review/incorporate updates,
 - Update for any boundary or street corrections that have been identified.
2. New records will be added to the database based on new 911 addressing where source data are available.
3. Revised maps will be created as needed and/or requested.

This effort is scheduled to be completed from October 1, 2019 through September 30, 2020. Total project cost is \$44,694. A breakdown of costs is included in the Cost Proposal section below.

Products delivered will include:

- For each county, a digital copy of the Cherokee Nation street guide records with completed election district code assignments;
- Maps are included as part of the budget as resources permit.

COST PROPOSAL

	<u>Streets</u>	<u>STR</u>	<u>Maps</u>	<u>Total</u>
Direct Costs:				
Labor (including benefits)	\$23,597	\$4,658	\$3,376	\$31,631
Supplies (e.g., plotter paper, ink, laminate)	54	9	6	69
Computing (network, hardware, software)	451	71	54	576
Travel	400	0	0	400
Office Expenses (phones, xerox, postage, etc.)	90	14	11	115
Indirect Costs (lease, electricity, univ. overhead)	8,927	1,725	1,251	11,903
TOTALS	\$33,519	\$6,477	\$4,698	\$44,694

SPONSORED RESEARCH AGREEMENT
FY20-ORA5-10

THIS AGREEMENT is entered into by and between the Board of Regents of the University of Oklahoma, a constitutional entity of the State of Oklahoma (hereinafter referred to as "University") and the Cherokee Nation Election Commission with principal offices at Tahlequah, Oklahoma (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, state, educational institution, and may derive benefits for both Sponsor and University through the advancement of knowledge through discovery and the creation of new technologies;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following:

SECTION 1. DEFINITIONS

1.1 "Invention" shall mean any invention, discovery, improvement, concept, product, or idea made during the Project whether or not patentable or copyrightable, including but not limited to processes, machines, methods, computer software, formulas, and know-how directly relating thereto. An Invention is "made during the Project" if it arises from work performed pursuant to the Project conducted under this Agreement and is made during the Period of Performance.

1.2 "Joint Invention" shall mean all Inventions conceived and/or made jointly by one or more employees of University and by one or more employees of Sponsor.

1.3 "Period of Performance" is the term of this Agreement as set forth in **Section 3** below, unless earlier terminated as provided for in **Section 5**.

1.4 "Project" shall mean the research project entitled ***FY2020 Geo-Referencing Maintenance for the Cherokee Nation Voter Registration System*** as described in **Appendix A**, under the direction of **Dr. Jeffrey Widener** as Principal Investigator.

1.5 "Sponsor Invention" shall mean all Inventions conceived and/or made solely by one or more employees of Sponsor.

1.6 "University Invention" shall mean all Inventions conceived and/or made solely by one or more employees of University.

SECTION 2. RESEARCH WORK

2.1 University does not guarantee specific research results but will exercise good faith efforts to perform the Project substantially in accordance with the terms and conditions of this Agreement. Sponsor understands that University's primary mission is education and advancement of knowledge and consequently the Project will be designed to carry out that mission.

2.2 The manner of performance of the Project shall be determined solely by the Principal Investigator. In the event the Principal Investigator becomes unable or unwilling to continue the Project and a mutually acceptable substitute is not available, either party shall have the option to terminate the Project.

2.3 Sponsor agrees that, if funds are exhausted prior to completion of the research, University will, at the option of Sponsor, submit a final report of accomplishments or provide an estimate of additional funds required to complete the Project and will continue the research if such funds are provided by Sponsor.

2.4 Sponsor understands that University may be involved in similar research through the same or other researchers on behalf of itself and others. University shall be free to continue such research, and Sponsor shall not gain any rights *via* this Agreement to such other research.

2.5 The Principal Investigator shall furnish Sponsor periodic letter reports summarizing progress on the Project. The Principal Investigator shall prepare and submit, on behalf of University, a final report to the Sponsor within ninety (90) days of the termination of this Agreement.

2.6 As long as Principal Investigator is employed by University, it shall be conclusively presumed that any patentable invention conceived of and/or reduced to practice by such Principal Investigator was made in his/her/their capacity as an employee of University and shall be promptly disclosed to and exclusively owned by University regardless of the circumstances surrounding the conception and/or reduction to practice.

SECTION 3. PERIOD OF PERFORMANCE

3.1. The Period of Performance will be: October 1, 2019 through September 30, 2020.

SECTION 4. COSTS, BILLINGS AND OTHER SUPPORT

4.1 For the services, reports, and other items to be delivered hereunder Sponsor shall pay University a fixed price in the amount Forty-Four Thousand Six Hundred Ninety-Four U. S. Dollars and no cents (\$44,694.00). Payment shall be due and payable to the University of Oklahoma on October 31, 2020.

4.2 University shall retain title to any equipment purchased with funds provided by Sponsor under this Agreement. Title to equipment furnished by Sponsor to University, if any, shall remain with the Sponsor. The costs of transporting, installing and servicing any equipment used herein, whether the property of University or Sponsor, shall be allowable under this Agreement.

SECTION 5. TERMINATION

5.1 Either party may terminate this Agreement at any time by giving not less than sixty (60) days prior written notice to the other party. In the event of early termination, University shall take all reasonable steps to minimize termination costs. Provided, notwithstanding anything in this Agreement to the contrary, in the event of early termination, Sponsor shall pay all costs and noncancellable obligations incurred by University and prorated as of the date of termination. Noncancellable obligations may include, without limitation, compensation for Project personnel through the end of their contract term.

5.2 In the event that either party shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy the default or breach within thirty (30) days after receipt of written notice thereof from the other party, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination in accordance with **Section 10** to the defaulting party and the termination shall be effective as of the date of the receipt of the notice.

5.3 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement, except insofar as Sponsor's breach of contract for failure to make payments under **Section 4** shall cause Sponsor to forfeit its rights under **Section 8**. The rights and duties of **Sections 6, 8, 9** and **Paragraph 11.10** of this Agreement shall survive termination.

SECTION 6. PUBLICITY

Neither party to this Agreement may use the name or mark of the other nor the name(s) of the other's employees in news releases, publicity, advertising, or product promotion without the prior written permission of the other.

SECTION 7. PUBLICATION

Subject to confidentiality provisions, University shall have the right at its discretion to release non-proprietary information or to publish any material resulting from the Project. University will furnish a copy of any proposed publication to Sponsor for its review at least thirty (30) days in advance of submission for publication. Publication of specific results may be delayed for a limited period, not to exceed sixty (60) days, to obtain any intellectual property protection and remove Sponsor Proprietary Information contained in the publication. Sponsor agrees to limit disclosure of such copies to its employees solely for the purposes of review and comment unless otherwise agreed in writing by University. No unreasonable delay shall be imposed on the filing, defense or publication of any student thesis or dissertation. University shall give Sponsor the option of being acknowledged in such publication for its sponsorship of the Project.

SECTION 8. INTELLECTUAL PROPERTY

8.1 Any University Invention shall belong to University and any Sponsor Invention shall belong to Sponsor; provided however, University is hereby granted a royalty-free, nonexclusive and nontransferable right and license to Sponsor Inventions for non-commercial, educational and research purposes. Any Joint Invention shall belong to University and Sponsor, jointly.

8.2 University will provide Sponsor with a written disclosure of any University Invention or Joint Invention promptly upon its being reported to the University by the Principal Investigator. Sponsor will provide University with a written disclosure of any Sponsor Invention or Joint Invention promptly upon its being reported to Sponsor by a Sponsor investigator. Sponsor shall execute a non-disclosure agreement covering Inventions, as may be required by the University.

8.3 University hereby grants to Sponsor a non-exclusive, royalty-free license to use any University Invention in connection with Sponsor's field of commercial interest, subject to all of the following conditions and qualifications: (a) the license herein described applies to any University Invention only to the extent to which said Invention was actually and formally disclosed to University, (b) Sponsor does not license University Invention to third party(-ies), and (c) Invention is not embodied in any product or services sold or provided by Sponsor, or Sponsor's affiliates, in any manner.

8.4 University hereby grants to Sponsor an option to negotiate an exclusive license (to the extent University may be free to do so) to a University Invention and/or University rights in a Joint Invention subject to requirements that:

(a) Sponsor shall exercise its option to negotiate the exclusive license agreement for any such Invention(s), in writing, within sixty (60) days of disclosure of the Invention to Sponsor by University.

(b) Sponsor and University shall negotiate the terms and conditions of the license in good faith for a period that shall not exceed one hundred twenty (120) days from Sponsor's notice of intent to exercise said option, or such other period of time agreeable to both parties.

(c) In the event that Sponsor and University fail to enter into an agreement during that one hundred twenty (120) day period of time, the University shall have the right to dispose of the University Invention, at its sole and exclusive discretion with no further obligation to Sponsor.

8.5 The parties recognize that inventions, improvements, discoveries, copyrightable works, or other proprietary information may arise from research sponsored in whole or in part by governmental agencies. The parties agree that any such development shall be governed by the provisions of applicable law and subject to the reservation of the rights of the Government of the United States of America, as set forth in 37 CFR 401 and the Patent and Trademark Law Amendments Act of 1980 (Bayh-Dole Act).

SECTION 9. CONFIDENTIALITY

9.1 Any and all knowledge, proprietary information, know-how, practices, processes, or other information (hereinafter referred to as "Confidential Information") disclosed or submitted in writing or in other tangible form which is marked "Confidential Information" to either party by the other shall be submitted to the designated technical representative identified in Section 10 and maintained by the receiving party in strict confidence and shall not be disclosed to any third party. Furthermore, neither party shall use Confidential Information for any purpose other than those purposes specified in this Agreement. The parties may disclose Confidential Information to employees requiring access for the purposes of this Agreement; provided, however, that prior to making any such disclosure the employee shall be apprised of the duty to maintain Confidential Information in confidence and not to use such information for any purpose other than in accordance with the terms and conditions of this Agreement.

9.2 Each party shall use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties for a period of three (3) years from receipt thereof, provided that the receiving party's obligation hereunder shall not apply to information that:

- a. is generally available to the public, or thereafter becomes available to the public through no act of the receiving party, or
- b. is documented to be independently known prior to receipt thereof, or is made available to the receiving party as a matter of lawful right by a third party, or
- c. is required by law to be released; provided, however, that prior to any such release, the other party will be notified so that it may take protective measures if it deems necessary, or
- d. is independently developed by an employee of receiving party that has not had access directly or indirectly to the Confidential Information, which claim is corroborated by written evidence.

SECTION 10. NOTICES

Notices, invoices, communications and payments shall be submitted to the offices identified below. Contractual notices and communications hereunder shall be deemed made as of the date of mailing if given by overnight courier service or by registered, certified or first class mail, postage prepaid, and addressed to the party to receive such notice or communication at the address(es) given below, or such other address as may hereafter be designated by notice in writing.

If to Sponsor (Business/Invoices):	
Name:	Cherokee Nation Election Commission
Address:	Attn: Connie Parnell Election Director
	P. O. Box 1188
City, State, ZIP Code:	Tahlequah, OK 74465-0948
Phone/Fax:	(918) 458-5899 - (918)-772-4206 Fax :(918) 458-6101
e-mail:	Connie-parnell@cherokee.org

If to Sponsor (Technical):

Name: Address: City, State, ZIP Code: Phone/Fax: e-mail:	()	()
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If to University (Legal):

Name: Address: City, State, ZIP Code:	The Executive Secretary of the Board of Regents of the University of Oklahoma 660 Parrington Oval, Room 119 Norman, OK 730191
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If to University (Business/Payment):

Name: Address: City, State, ZIP Code: Phone/Fax: e-mail:	Sherri L. Smith Office of Research Services University of Oklahoma 201 Stephenson Pkwy. Five Partners Place, Ste. 3100 Norman, OK 73019-5833 (405) 325-4979 slsmith@ou.edu	(405) 325-6029
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If to University (Business/Contract Terms):

Name: Address: City, State, ZIP Code: Phone/Fax: e-mail:	Teresa L. Woods Office of Research Services University of Oklahoma 201 Stephenson Pkwy., Five Partners Place, Ste. 3100 Norman, OK 73019-5833 (405) 325-5246 tlwoods@ou.edu	(405)325-6029
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If to University (Technical):

Name: Address: City, State, ZIP Code: Phone/Fax: e-mail:	Jeff Widener, Ph.D. Director, Center for Spatial Analysis Department of Geography and Environmental Sustainability 3100 Monitor Ave, Two Partners Place, Suite 180 Norman, Oklahoma 73019 (405) 325-9611 jwidener@ou.edu	(405) 325-9611
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SECTION 11. GENERAL TERMS AND CONDITIONS

11.1 This Agreement may not be assigned by either party in whole or in part without the prior written permission of the other party.

11.2 Should the parties to this Agreement be unable to resolve between themselves any dispute arising from any of the provisions within this Agreement, each party shall have recourse under the law. In the event that either party commences action in law or equity to enforce any provision of this Agreement, the losing party shall pay to the prevailing party, reasonable fees fixed by the court.

11.3 If any provision(s) of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.4 This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties relating to the work to be performed. This Agreement may be extended, renewed or otherwise amended at any time by the mutual written agreement of the parties.

11.5 This Agreement may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

11.6 The parties agree that this Agreement shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer is permitted in accordance with the terms of this Agreement.

11.7 Sponsor agrees that it shall comply with the export control laws and regulations, embargoes and sanctions. Each party agrees that in the event that export controlled information/technology is disclosed, disclosing party shall provide receiving party with sufficient and appropriate information including Export Control Classification Numbers (ECCNs) and/or the Munitions List categories to allow receiving party to properly comply with the export controls regulations. Sponsor maintains an export management system adequate to ensure compliance. Sponsor agrees that it will comply with all other applicable laws, orders and regulations relating to the use and/or transfer of deliverables specified in **Appendix A** and that it will not at any time take any action which would cause University to be in violation of any such laws, orders and regulations.

11.8 In the performance of all services hereunder, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

11.9 Sponsor shall hold harmless, defend, and hold University, its Regents, officers, agents, students, and employees harmless from and against liability for any and all claims, demands, damages, liabilities, fines, penalties, losses, expenses, costs, and fees of any nature including, but not limited to, bodily injury, death, personal injury, illness, product liability, and property damage arising from Sponsor's use of information or materials received from University, by Sponsor or its officers, servants, agents, or of any third party acting on behalf of or under authorization from Sponsor including without limitation, use of products, developed or made arising out of or in connection with this Agreement. University will give Sponsor notice of any claim it receives within ten (10) business days of receipt of a claim by University.

11.10 University agrees to be responsible for its own negligent acts and omissions and those of its employees and agents in accordance with the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991 151, *et seq.*, as amended.

11.11 **As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-**

300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The University represent that all services are provided and affirmative action to employ and advance in employment individuals is taken without discrimination on the basis of race, color, religion, national origin, sex, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

11.13 The terms of this Agreement shall not be binding upon either of the parties hereto until it has been properly executed on behalf of each party to the Agreement in the spaces provided below. It is then effective as of the starting date of the period of performance.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives on the dates set forth below.

**CHEROKEE NATION ELECTION
COMMISSION**

BY: _____

TITLE: Chairperson

Shawna Calico

DATE: _____

READ AND UNDERSTOOD:

BY: _____

Principal Dr. Jeffrey Widener
Investigator

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA**

BY: _____

Andrea Deaton

TITLE: Associate VP for Research

DATE: _____

DATE: _____



Maxim Consulting, Inc.
4334 NW Expressway, Ste 261
Oklahoma City, OK 73116
(405) 242-4040
Fax (405) 242-4041

May 9, 2018

Ms. Connie Parnell
Cherokee Nation Election Commission
17763 S. Muskogee Ave
Tahlequah, OK 74464

Dear Connie,

This letter is Maxim Consulting's proposal to provide requested enhancements to the Chronicle Voter Registration application licensed to the Cherokee Nation Election Commission for the 2020 fiscal year. All activities performed under this offer will be billed on an hourly basis according to the rate scale that follows. All rates will be guaranteed for a minimum of one year from the date of award.

We propose billing all work under this agreement per the following scale:

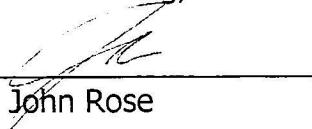
Title	Hourly Rate
Project Manager	\$152
System Architect	\$135
Database Administrator	\$115
Senior Programmer Analyst	\$112
Programmer Analyst	\$90

We look forward to continuing our relationship with the CNEC. If you have any questions concerning this letter or the work to be performed, please contact me at 405-242-4040 (office) or 405-923-2400 (cell) at your convenience.

Very truly yours,

Maxim Consulting, Inc.

By:


John Rose

Module	DD Hrs	Pgm Hrs	Priority
(Potentially) allow AB apps to update VR	4	24	2
Upgrade to Oracle 18c	16	2	
Add data retention rules and processes	4	32	
For voter information requests when a voted on date is provided, add checkboxes to the window to allow selection by voting method.	2	16	
Possibly accept street guide verification import with extended range number changes.	2	12	
When adding absentee applications, flag duplicates when roll number entered.	2	8	
Fix an error in VR applications. If new application for previously unregistered voter is saved incomplete, then returned to and fixed an error occurs when adding the image (null voter ID w scan cb savedoc).	16	16	
Windows 10 testing and migration (Oracle Client)	8		
Migrate mail merge to docx	4	24	
Request absentee labels by precinct within district.	50	142	
Total			

Estimate	\$152	\$135	\$112	\$90	Total
Preliminary System Design (2/module)	6				\$ 912.00
Database	4				\$ 608.00
Detailed Design (4-8/module)	50				\$ 7,600.00
Programming	142				\$ 15,904.00
Unit Test (Pgm * .4)	56.8				\$ 6,361.60
System Testing (Pgm * .4)	56.8				\$ 6,361.60
Documentation (2/module)	4				\$ 448.00
Project Mgmt (10% of total)	31.96				\$ 4,857.92
Generic support hours	20				\$ 5,280.00
Total	111.96	0	279.6	0	\$ 48,333.12



Quote Number

Account Name

Grand Total

Attach #5

00005845

Cherokee Nation, OK

\$7,200.00

Item	Unit Price	Quantity	Total Price
Preventative Maintenance - eScan	\$120.00	70	\$8,400.00
	Subtotal		\$8,400.00
	Special Discount		(\$1,200.00)
	Grand Total		\$7,200.00

Bill To P.O. Box 1188
Tahlequah, OK 74465

Ship To 17763 S Muskogee Ave.
Tahlequah, OK 74464

Customer Contact

Contact Name Connie Parnell Email connie-parnell@cherokee.org
Phone (918) 458-5899

General Information

Expiration Date 10/10/2019 Instructions Please fax with signature to (512) 252-6923 or scan and email to tcervantes@hartic.com to order.

Payment Terms Net 30

Terms and Conditions

The scheduling of Preventative Maintenance service quoted above is contingent on Hart's regional service availability. All services will be performed within one year of this quote's execution date.

Hart InterCivic warrants the serviced units to be free from defects in workmanship from the date the Preventative Maintenance service is completed for a period of thirty (30) days of normal use. Hart InterCivic reserves the right to inspect serviced units to determine the cause of alleged defects. If the defects are determined to be within the scope of the workmanship warranty, Hart InterCivic will make the necessary repairs at Hart InterCivic's expense. Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By **Tony Cervantes** Title **Inside Sales Representative**

Signature

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Title

Inside Sales Representative

Customer Approval

Name: _____

Title: _____

Customer Approval:

Date: _____

**Product Lease Agreement
with Meter Rental Agreement**

Section (A) Office Information

Office Number	Office Name	Phone #	Date
6190	OMECorp	(918) 654-2588	08/08/2019

Section (B) Billing Information

Company Name	CHEROKEE NATION ELECTION COMMISSION		
DBA	CNEC		
Billing Address	PO BOX 1188		
City State Zip+4	TAHLEQUAH	OK	74455
Contact Name	ACCOUNTS PAYABLE	Phone	(918) 458-5899
Contact Title		Fax	
Email Address		PO #	

Section (C) Installation Information (if different from billing information)

Company Name	CHEROKEE NATION ELECTION COMMISSION		
Installation Address			
City State Zip+4	TAHLEQUAH	OK	
Contact Name	Connie Parnell	Phone	(918) 458-5899
Contact Title	DIRECTOR	Fax	
Email Address	connie-parnell@cherokee.org		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (Include Serial Number, if applicable)
1	IN700SHDS30	IN Series 700 Digital Mailing System w/ Mixed Size Feeder, Sealer, Drop Tray, Dynamic Scale & INWP30

Section (E) Lease Payment Information & Schedule

Tax Status:	Number of Months		Monthly Payment (Plus applicable taxes)
	First	63	\$390.00
<input type="checkbox"/> Taxable			
<input checked="" type="checkbox"/> Tax Exempt			<i>Certificate attached</i>
Billing Frequency:			
<input type="checkbox"/> Monthly			
<input checked="" type="checkbox"/> Quarterly			
<input type="checkbox"/> Annually			
Billing Method:			
<input checked="" type="checkbox"/> Standard			
	Current Lease Number:	N14102463	
		<input type="checkbox"/> ACH (Customer to submit authorization form)	

Section (F) Postage Meter & Postage Funding Information

Meter Model	IN700AI	Machine Model	IN700SHDS30
Postage Funding Method:		Postage Funding Account:	
<input checked="" type="checkbox"/> Bill Me	<input type="checkbox"/> Prepay by Check	<input checked="" type="checkbox"/> POC	<input type="checkbox"/> TMS
<input type="checkbox"/> ACH Debit (Submit customer authorization form)		<input checked="" type="checkbox"/> New	<input type="checkbox"/> Existing
		Existing Account Number:	

Service Products (Check all that apply)

- Online Postal Rates iMeter™ App (SP10)
- Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
- Online E-Services iMeter™ App (SP30)
- NeoShip PLUS (EP70PLUS)
- NeoShip Install & User Guide (EP70GUIDES)
- RunMyMail 3G/4G Cell Service
- Maintenance
- Installation/Training
- Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initiated here _____.

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Commercial-Equipment-Lease-Terms-USPS-Dealer-v4-18), which are also available at <https://www.neopost.com/terms/commercial-equipment-lease-terms-usps-dealer-v4-18.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature

Print Name and Title

Date Accepted _____

Accepted by Neopost USA and its Affiliates

Date Accepted _____

Why Wait Program Agreement

The Neopost Why Wait program entitles you to upgrade your Neopost equipment up to 6 months prior to the end of the term of your Current Lease. Your new lease term will automatically commence and billing will begin after your Current Lease has reached the end of its current Term. The transition from your Current Lease to the New Lease will be seamless.

By electing to participate in this program, you agree to the following:

- › You agree to continue making payments on lease number N14102463 through the end of its Initial Term or, if applicable, the current Renewal Term.
- › The term of the new lease, being signed concurrently with this agreement, ("New Lease") will commence when the Current Lease reaches the end of its Initial Term or, if applicable, the current Renewal Term.
- › The Products that are subject to the Current Lease will be replaced with the Products identified in the New Lease for the remainder of the Current Lease's Initial Term or, if applicable, the current Renewal Term.
- › The replaced products must be returned to Us within thirty (30) days of the effective date of this agreement.

Company: CHEROKEE NATION ELECTION COMMISSION

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Company: MailFinance Inc.

Signature : _____

Name (printed): _____

Title: _____

Date: _____



**CHEROKEE NATION
SIGNATURE AUTHORIZATION FORM
FISCAL YEAR → 2020**

Attach #7

Select Department:

24-ELECTION COMMISSION

This is only a temporary delegation period from _____ **to** _____

Select the appropriate authorization level. → **\$ 25,000**
(AUTHORIZATION LEVEL UP TO & INCLUDING)

**THE BELOW EMPLOYEE IS AUTHORIZED TO SIGN FOR PAYMENTS ON BEHALF OF THE ABOVE
DEPARTMENT WHOSE EXPENSES ARE CHARGED TO THE FOLLOWING ACCOUNTING UNITS:
(PLEASE LIST ACCOUNTING UNITS IN NUMERICAL ORDER)**

1010360

Marcus Fears - Administrator

PRINT NAME & TITLE

SIGNATURE

DATE

I hereby delegate signature authority on the above named employee up to the authorization level noted above.

Tina Glory-Jordan - Secretary of State
PRINT NAME & TITLE

SIGNATURE

DATE

FINANCIAL RESOURCES AUTHORIZED SIGNATURE

PRINT NAME & TITLE

SIGNATURE

DATE

Cherokee Nation Election Commission
Regular Meeting Sign-in Sheet
September 10, 2019 4:00 PM

Print Name	Signature
Paiten Qualls	Paiten Qualls