

County Request No. _____

455

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 6-18-2025 Department: Facilities Management

State the nature of the legal request: Please review the renewal Contract between Board of County Commissioners and Cleo's Shoeshine for the fiscal year 2025-2026.

RECEIVED

JUN 17 2025

CIVIL DIVISION
DISTRICT ATTORNEY

Signature _____

Reply of District Attorney's Office: _____

Reviewed - OK

Date of Reply: _____

6/17/25

Assistant District Attorney

**CONTRACT FOR LEASE OF COUNTY COURTHOUSE FLOOR SPACE
FOR SHOESHINE STAND**

This contract and agreement, made and entered into this 6th day of June 2026 by and between the Board of County Commissioners of Oklahoma County, Oklahoma, hereinafter called "Landlord", and Cleo's Professional Shine (Cleo Fields), hereinafter called "Tenant," and said parties to this contract shall be collectively called "Parties."

WITNESSETH:

WHEREAS the Landlord is empowered by law to "make all orders respecting the real property of the county" pursuant to 19 O.S. 1991 § 339: and

WHEREAS, the county of Oklahoma County, Oklahoma, owns certain real property improved by a public building known as the Oklahoma County Courthouse Building, 321 Park Ave. Oklahoma City, Oklahoma; and

WHEREAS Landlord believes that it is desirable to make available the services of a shoeshine stand operator to members of the public and to public officers and employees who office within said Oklahoma County Courthouse Building and Oklahoma County Office Annex Building; and

WHEREAS the Board of County Commissioners are owners of the Oklahoma County Courthouse and Oklahoma County Office Annex Building of Oklahoma County and are owners of a shoeshine stand and are willing to allow leased space within the County Courthouse for the operation of such a stand; and

WHEREAS Landlord is informed that vendor desires to operate said shoeshine stand in the Oklahoma County Courthouse; and

WHEREAS, Landlord has unused floor space on the 1st floor of the Oklahoma County Courthouse Building that is accessible to members of the Public and equipped and suitable for operating said shoeshine stand; and

WHEREAS, the Parties recognize Landlord is restricted by Article 10, Section 26 of the Oklahoma Constitution from incurring any financial obligation exceeding the current fiscal year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained hereinafter, the Parties agree as follows:

1. Landlord shall provide sufficient floor space to accommodate one (1) shoeshine stand for purposes of allowing Cleo's Professional Shine (Cleo Fields) to operate said stand. Ownership of said stand is in the name of Board of County Commissioners of Oklahoma County, with vendor Cleo's Professional Shine (Cleo

Fields) supplying, at his or her cost, all equipment and supplies to operate said stand in the Oklahoma County Courthouse Building, 321 Park Ave. Oklahoma City, Oklahoma 73102. Landlord shall not allow other persons to install other shoeshine stands in competition with Tenant.

2. Tenant shall equip, maintain, and operate at Tenant's own risk and expense said shoeshine stand. Tenant shall indemnify the Board under limitations of Title 51 O.S. § 151 et seq. for operation of said stand and operate such stand as an independent contractor without any claim against the County. Tenant shall obtain a policy of insurance in which the Board of County Commissioners is the beneficiary in the limit of 1,000,000.00 per incident under the provisions of the Government Tort Claim Act, 51 O.S. § 151 et seq. Tenants must provide a copy of such policy in force at the time of execution of contract. Said policy must remain in effect throughout the term of this contract.

3. Tenant agrees to pay, and Landlord agrees as payment in full for lease of it's floor space and provision of its electricity, the sum of thirty dollars and no cents (\$ 30.00) per month, to be paid not later than the 10th day of the month; said sum to be prorated for any part of a month in which Tenant does not occupy the aforesaid space.

4. The tenancy shall terminate June 30, 2025. This contract may be terminated upon mutual consent of the Parties. The Contract may also be terminated by either of the Parties upon written notice to the other Party of the commission of a breach of any of the terms of the contract by the other Party. Failure by either of the Parties to give notice of termination of the contract due to a breach of contract by the other Party shall not stop the Party from giving such notice of breach of contract upon a subsequent, similar breach of the terms of the contract by the other Party. Written notice of breach of this contract by the Landlord shall be served by Tenant by registered mail, return receipt requested, upon the Oklahoma County Clerk, Oklahoma County Office Building, 320 Robert S. Kerr, Oklahoma City, Oklahoma 73102. Written notice of breach of this contract by the Tenant shall be served by the Landlord by registered mail, return receipt requested, at the address provided by Tenant. In the event of termination of this lease, the Tenant shall remove the Tenant's own belongings from the Oklahoma County Courthouse Building within five (5) business days.

5. The Parties may mutually agree to renew this contract subsequent to July 1, 2025, and similarly may agree to renew this contract subsequent to July 1 in any succeeding fiscal year, for the term of such succeeding fiscal year commencing July 1, and terminating June 30 of the then-current fiscal year: provided, such agreement to renew this contract in a succeeding fiscal year shall be effective only for such succeeding fiscal year and shall not be effective unless and until the Landlord acts as provided by law to approve such renewal in such succeeding fiscal year.

6. It is specifically mutually understood by the Parties that this consists of the entire contract between the Parties and there exists no oral agreement between said Parties. There has been no agreement between the Parties prior to the time this Contract

was reduced to writing and approved by the Parties. The Parties do not anticipate there will be any other agreement than this approved written Contract, and it is understood that this Contract may not be amended, altered or changed except in writing signed by each of the Parties. The Parties specifically agree that there can be no oral amendment, alteration or change of this Contract.

IN WITNESS HEREOF, the Parties hereto have caused this instrument to be executed, this _____ day of _____ 2026

**BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY**

Chairman

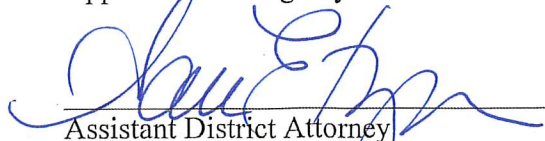
Member

Member

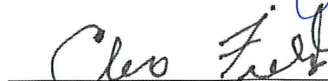
ATTEST:

Marissa Treat, Oklahoma County Clerk

Approved as to legality and form:




Assistant District Attorney



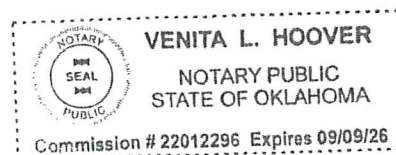
Cleo's Professional Shine (Cleo Fields) Tenant

Signed before me this 17th Day of June, 2025.



Notary Public

My Commission Expires _____



State Farm Insurance

PO Box 2915
Bloomington, IL 61702-2915



FIELDS, CLEO DBA CLEOS SHOE SH
1320 CLASSEN DR APT 103
OKLAHOMA CITY OK 73103-2414

State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois

IMPORTANT NOTICE

Policy Information

Policy number: 96-AJ-L617-5

January 27, 2025

We're contacting you about the above State Farm® policy.

We're enclosing your Renewal Declaration, and all new/updated endorsements. Please review your coverage selections carefully. If you have any questions about the coverage listed on your Renewal Declarations, or you believe any information is incorrect, contact your State Farm agent right away.

This is not a bill. The policy premium is being added to your billing account. If you'd like to pay now, contact your agent.

PREMIUM ADJUSTMENT

Insurance premiums have been adjusted and continue to reflect the expected cost of claims. Some policyholders will see their premiums increase while other policyholders may see their premiums decrease or stay the same. The amount your premium changed, if at all, depends on several factors including the expected claim experience in your area, the coverage you have, and any applicable discounts or charges.

The enclosed Renewal Declarations reflects your new premium.

State Farm® works hard to offer you the best combination of cost, protection, and service. We will continue doing our best to make the most effective use of your premium dollars and give you superior service when you need it.



If you have any questions about your premium, or policy coverages, please contact your State Farm agent.

THANK YOU FOR CHOOSING STATE FARM. WE APPRECIATE YOUR BUSINESS.

If you have any questions, call your State Farm Agent Jim Hoffhines at 405-948-8881. If you are deaf, hard of hearing, or do not use your voice to communicate, you may contact us via 711 or other relay services.

cc: Jim Hoffhines
36-1825

State Farm Insurance

PO Box 2915
Bloomington, IL 61702-2915



FIELDS, CLEO DBA CLEOS SHOE SH
1320 CLASSEN DR APT 103
OKLAHOMA CITY OK 73103-2414

State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois

Your State Farm Agent

Jim Hoffhines

3701 N MERIDIAN AVE

OKLAHOMA CITY OK 73112

Bus: 405-948-8881

Email: jim.hoffhines.b3oj@statefarm.com

Renewal Declarations

Policy number: 96-AJ-L617-5

Policy period: 12 months

The policy period begins and ends at 12:01 am standard time at the premises location.

Effective date: March 21, 2025

Expiration date: March 21, 2026

BUSINESSOWNERS POLICY

Automatic renewal - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

NAMED INSURED

FIELDS, CLEO DBA CLEOS SHOE SH

ENTITY

Sole Proprietorship-Individual

POLICY PREMIUM

This is not a bill. If an amount is due, then a separate statement will be sent prior to the due date. The premium(s) shown below is the 12 months premium(s) for the characteristics of the policy as described in this Declarations.

Premium: \$310.00

Total Premium: \$310.00

Discounts applied:

Business Experience Rating

Protective Devices

Enclosed Building or Shopping Center

Renewal Discount

Years in Business

IMPORTANT MESSAGE(S)

Notice - Information concerning changes in your policy language is included. Please call your agent if you have any questions.

**SECTION I - PROPERTY SCHEDULE**

Location number	Location of described premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase - Business Personal Property
001	321 PARK AVE OKLAHOMA CITY OK 73102-3604	No Coverage	\$7,000	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index:	N/A
Cov B - Consumer Price Index:	315.7

SECTION I - DEDUCTIBLES

BASIC DEDUCTIBLE \$500

SPECIAL DEDUCTIBLES:

Equipment Breakdown:	\$500
Money and Securities:	\$250

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See schedule". If a coverage does not have a corresponding limit shown below, but has "Included" indicated, refer to that policy provision for an explanation of that coverage.

Coverage	Limit of Insurance
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Collapse	Included
Damage to Non-owned Buildings from Theft, Burglary or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$2,500
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery or Alteration	\$10,000
Glass Expenses	Included
Increased Cost of Construction and Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money Orders and Counterfeit Money	\$1,000



Coverage	Limit of Insurance
Money and Securities	
On Premises	\$5,000
Off Premises	\$2,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up and Removal	\$10,000
Preservation of Property	30 days
Property of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers and Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

Coverage	Limit of Insurance
Loss of Income and Extra Expense	12 Months Actual Loss Sustained

SECTION II - LOCATION SCHEDULE

Location number	Location of described premises
001	321 PARK AVE OKLAHOMA CITY OK 73102-3604



SECTION II - LIABILITY

Coverage	Limit of Insurance
Coverage L - Business Liability Per Occurrence	\$1,000,000
Coverage M - Medical Expenses	\$5,000 Any One Person
Damage to Premises Rented to You	\$300,000
Aggregate Limits	Limit of Insurance
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4236.2	Amendatory Endorsement (Oklahoma)
* CMP-4532	Exclusion - Cyber Incident
* CMP-4561.5	Policy Endorsement
CMP-4574	Legal Action Against Us
CMP-4705.2	Loss of Income and Extra Expense
CMP-4709	Money and Securities
FD-6007	Inland Marine Attaching Declarations
FE-3650	Actual Cash Value Endorsement
FE-6999.3	Policyholder Disclosure Notice of Terrorism Insurance Coverage
*New Form Attached	

FULL NAMED INSURED

Named Insured: FIELDS, CLEO DBA CLEOS SHOE SHINE

This policy is issued by the State Farm Fire and Casualty Company.

PARTICIPATING POLICY

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

President

Secretary

OTHER MESSAGE(S)**NOTICE TO POLICYHOLDER:**

For a comprehensive description of coverage and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc. using information you provide about your structure. State Farm does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Note: For your protection, the law of your state requires the following to appear on this form:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

State Farm Insurance

PO Box 2915
Bloomington, IL 61702-2915



FIELDS, CLEO DBA CLEOS SHOE SH
1320 CLASSEN DR APT 103
OKLAHOMA CITY OK 73103-2414

State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois

Your State Farm Agent

Jim Hoffhines

3701 N MERIDIAN AVE

OKLAHOMA CITY OK 73112

Bus: 405-948-8881

Email: jim.hoffhines.b3oj@statefarm.com

Inland Marine Attaching Declarations

Policy number: 96-AJ-L617-5

Effective date: March 21, 2025

Policy period: 12 months

Expiration date: March 21, 2026

The policy period begins and ends at 12:01 am standard time at the premises location.

ATTACHING INLAND MARINE

Automatic renewal - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual policy premium: Included

The above premium amount is Included in the Policy Premium shown on the Declarations.

FULL NAMED INSURED

Named Insured: FIELDS, CLEO DBA CLEOS SHOE SHINE

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS, OPTIONS AND ENDORSEMENTS

* FE-1401	Exclusion - Cyber Incident
FE-8256	Amendatory Endorsement (Oklahoma)
FE-8739	Inland Marine Conditions
FE-8743.1	Inland Marine Computer Property Form

**New Form Attached*

See below for schedule page with limits

ATTACHING INLAND MARINE SCHEDULE PAGE

Endorsement number	Coverage	Limit of insurance	Deductible amount	Annual premium
FE-8743.1	Inland Marine Computer Property Form	\$25,000	\$500	Included



Endorsement number	Coverage	Limit of insurance	Deductible amount	Annual premium
	Loss of Income and Extra Expense	\$25,000		Included

Other limits and exclusions may apply - refer to your policy.

IMPORTANT NOTICE

Regarding Changes to Your Policy

CMP-4532 EXCLUSION – CYBER INCIDENT is added to your State Farm® policy.

The following changes to your policy are effective with this policy term:

☐ **SECTION I – EXCLUSIONS**

- ☐ Under Paragraph 1, **Cyber Incident:** There is no coverage for loss resulting from a cyber incident; however, if a cyber incident as described in this exclusion results in fire or explosion, we will pay for the loss to Covered Property caused by that fire or explosion subject to the applicable limits of insurance.

☐ **SECTION II – LIABILITY, Section II – Exclusions**

- ☐ **Cyber Incident:** There is no coverage for "bodily injury", "property damage" and "personal and advertising injury" arising out of a "cyber incident".

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

***DISCLAIMER:** This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The following is added to Paragraph 1. of SECTION I – EXCLUSIONS:

Cyber Incident

1. Unauthorized access to or use of any computer system (including "electronic data");
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including "electronic data") and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including "electronic data") or otherwise disrupt its normal functioning or operation; or
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

But if Cyber Incident results in fire or explosion, we will pay for the loss caused by that fire or explosion.

Loss caused by Cyber Incident will not be considered loss caused by vandalism.

B. The following is added to Section II – Exclusions:

Cyber Incident

"Bodily injury", "property damage" or "personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

C. For the purposes of this endorsement, the following definition is added to **SECTION II – DEFINITIONS**:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system;
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation; or
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

All other policy provisions apply.

CMP-4532

IMPORTANT NOTICE

Regarding Changes to Your Policy

CMP-4561.5 POLICY ENDORSEMENT is added to your State Farm® policy and replaces **CMP-4561.4 POLICY ENDORSEMENT**.

Note the following changes to your policy. Changes that broaden coverage without additional premium are effective immediately on the date first adopted in your state. All other changes are effective with this policy term:

☐ **SECTION I – PROPERTY**

- ☐ The words "within 100 feet of the described premises" are changed to read "within 1,000 feet of the described premises" wherever they are found in the policy.
- ☐ Under **Property Not Covered**, the following is added:
 - Digital tokens of any kind, by whatever name known, whether actual or fictitious including, but not limited to, non-fungible tokens, crypto tokens or any other type of digital token.

- ☐ Under **SECTION I – DEFINITIONS**, "securities" is revised to specify that coverage applies to instruments that are tangible in form, except as otherwise provided.

☐ **SECTION II – LIABILITY, Section II – Exclusions**

- ☐ **Perfluoroalkyl and Polyfluoroalkyl Substances:** There is no coverage for "bodily injury", "property damage" and "personal and advertising injury" related exposures associated with "perfluoroalkyl or polyfluoroalkyl substances", including any loss, cost or expense arising out of abating, testing for, monitoring, cleaning up, or other related activities, of "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.
- ☐ **Violation of Law Addressing Data Privacy:** There is no coverage for "bodily injury", "property damage" and "personal and advertising injury" that arises out of the violation of statutes, ordinances, regulations or other laws pertaining to any person's or organization's confidential or personal information, including financial, health, biometric or other nonpublic material or information.
- ☐ **Access or Disclosure Of Confidential Or Personal Information:** Language is added to state there is no coverage for "bodily injury", "property damage" and "personal and advertising injury" arising out of any access to or disclosure of any person's or organization's biometric information, including damages claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expense or any other loss, cost or expense incurred by you or others.

- ☐ **SECTION II – DEFINITIONS:** "Perfluoroalkyl or polyfluoroalkyl substances" is added.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. SECTION I – PROPERTY is amended as follows:

- a. The words "within 100 feet of the described premises", wherever they may be found in the policy, are changed to read "within 1,000 feet of the described premises".
- b. The following is added to **Property Not Covered**:
Digital tokens of any kind, by whatever name known, whether actual or fictitious including, but not limited to, non-fungible tokens, crypto tokens or any other type of digital token.
- c. Paragraph 2.f. **Dishonesty** under **SECTION I – EXCLUSIONS** is replaced by the following:

f. Dishonesty

- (1) Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees, directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or
- (2) Theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees; but theft by your employees is not covered.

With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

d. SECTION I – EXTENSIONS OF COVERAGE is amended as follows:

- (1) Paragraph 4.a.(1) under **Collapse** is replaced by the following:
 - (1) Collapse means an abrupt falling down or caving in of a building or any part of a building;
- (2) Paragraph 5. is replaced by the following:

5. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss caused by covered water or other liquid, powder, or molten material occurs, we will also pay the cost to tear out and replace only that particular part of the covered building or structure necessary to gain access to the specific point of that system or appliance from which the water or other substance escaped.

We will not pay the cost to repair any defect that caused the loss; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

The amount we pay under this Extension of Coverage will not increase the applicable Limit of Insurance.

(3) Paragraph 13. is replaced by the following:

13. Personal Property Off Premises

You may extend the insurance provided by this coverage form to apply to Covered Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while it is in the course of transit or at another premises. The most we will pay for loss in any one occurrence under this Extension Of Coverage is the Limit Of Insurance for Personal Property Off Premises shown in the Declarations.

The amount we pay under this Extension Of Coverage is an additional amount of insurance.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

The Other Insurance Condition contained in **SECTION I AND SECTION II – COMMON POLICY CONDITIONS** does not apply to this Extension Of Coverage. The insurance provided under this Extension Of Coverage is primary and does not contribute with any other insurance.

- (4) The following is added to Paragraph 22.e. under **Equipment Breakdown**:

Paragraph 5.b. under **Coverage B – Business Personal Property** is replaced by:

- b. Be your responsibility to maintain or insure according to the terms of your lease or rental agreement.

- (5) The following is added:

Business Personal Property In Portable Storage Units

You may extend the insurance provided by this coverage form to apply to Business Personal Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises. The most we will pay for loss under this Extension Of Coverage is \$10,000.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

Coverage will end 90 days after Business Personal Property has been placed in the storage unit. Coverage does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days at the time of loss.

- e. **SECTION I – DEFINITIONS** is amended as follows:

- (1) Paragraph 15. is replaced by the following:

15. "Securities" means:

- a. Tangible negotiable and nonnegotiable instruments or contract representing either "money" or property and includes:

- (1) Tokens and tickets in current use;
- (2) Revenue and other stamps (but also including their unused value in a meter) in current use;
- (3) Gift certificates, gift cards or similar instruments issued by you;
- (4) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; and
- (5) "Certificated securities"; and

- b. "Uncertificated securities";

but does not include "money".

- (2) The following definitions are added:

"Certificated security" means a share, participation or other interest in property of, or an enterprise of, the issuer, or an obligation of the issuer which is:

- a. Represented by a written instrument issued in bearer or registered form;
- b. Of a type commonly dealt in on securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment; and
- c. Either one of a class or series by its terms divisible into a class or series of shares, participations, interests or obligations.

"Uncertificated security" means a share, participation or other interest in property of, or an enterprise of, the issuer, or an obligation of the issuer, which is:

- a. Not represented by a written instrument and the transfer of which is registered upon books maintained for that purpose by or on behalf of the issuer;
- b. Of a type commonly dealt in on securities exchanges or markets; and
- c. Either one of a class or series by its terms divisible into a class or series of shares, participations, interests or obligations.

2. **SECTION II – LIABILITY** is amended as follows:

a. **Section II – Exclusions** is amended as follows:

(1) The following is added to Paragraph 3. **Liquor Liability**:

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 3.a.

(2) Paragraph 8.f. under **Aircraft, Auto Or Watercraft** is replaced by the following:

f. "Bodily injury" or "property damage" arising out of:

- (1) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged;
- (2) The operation of any of the following machinery or equipment:
 - (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (b) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or
- (3) The operation of your business from a land vehicle:
 - (a) While it is parked and functioning, other than "loading and unloading", as a premises for your business operations; and
 - (b) That would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

(3) Paragraphs 17.b. and 17.c. under **Personal And Advertising Injury** are replaced by the following:

- b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity;
- c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period;

(4) The last paragraph of 17.h. under **Personal And Advertising Injury** is replaced by the following:

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(5) Paragraph 19. **Recording And Distribution Of Material In Violation Of Law** is replaced by the following:

19. Recording and Distribution of Material

Damages arising directly or indirectly out of any communication, by or on behalf of any Insured, that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;
- b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph a. above, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
- c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of any communication referenced in Paragraphs a. or b. above.

(6) The following exclusions are added:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any Insured or by any other person or entity.

Violation of Law Addressing Data Privacy

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or
- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage" or "personal and advertising injury" arising out of any access to or disclosure of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a. Patents, trade secrets, processing methods, customer lists;
- b. Financial information, credit card information;
- c. Health information, biometric information; or
- d. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access or disclosure of any person's or organization's confidential or personal material or information.

- b. Paragraph 1.d.(2) under **Coverage M – Medical Expenses** of **SECTION II – MEDICAL EXPENSES** is replaced by the following:

- (2) Executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim.

Such authorizations must not:

- (a) Restrict us from performing our business functions in:
 - i. Obtaining records, bills, information, and data; or
 - ii. Using or retaining records, bills, information, and data collected or received by us;
- (b) Require us to violate federal or state laws or regulations;
- (c) Prevent us from fulfilling our data reporting and data retention obligations to insurance regulators; or
- (d) Prevent us from disclosing claim information and data:
 - i. To enable performance of our business functions;
 - ii. To meet our reporting obligations to insurance regulators;
 - iii. To meet our reporting obligations to insurance data consolidators; and
 - iv. As otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request the person making claim or his or her legal representative must obtain the information and promptly provide it to us; and

- c. **SECTION II – WHO IS AN INSURED** is amended as follows:

- (1) Paragraph 1.c. does not apply.

- (2) Paragraphs 2.b.(1) and (4) are replaced by the following:

- (1) "Employees" with respect to "bodily injury" to:

- (a) Any co-"employee" arising out of and in the course of the co-"employee's" employment or while performing duties related to the conduct of your business; or
- (b) The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph (a) above;

- (4) The owner of a "non-owned auto" or any agent of or any person or entity employed by such owner.

- d. Paragraph 2.b. under **Financial Responsibility Laws** of **SECTION II – GENERAL CONDITIONS** does not apply.

- e. **SECTION II – DEFINITIONS** is amended as follows:

- (1) Paragraph 2. is replaced by the following:

2. "Auto" means:

- a. A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

(2) The following is added to Paragraph 15. "mobile equipment":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

(3) The following definition is added:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

- a. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - (1) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - (2) Perfluoro alkyl acids (PFAA), such as perfluorooctane sulfonic acid (PFOS) and its salts;
 - (3) Perfluoropolyethers (PFPE);
 - (4) Fluorotelomer-based substances; or
 - (5) Side-chain fluorinated polymers; or
- b. Good or product, including containers, materials, parts or equipment furnished in connection with such good or products, that consists of or contains any chemical or substance described in Paragraph a.

3. The following is added to **SECTION I AND SECTION II – COMMON POLICY CONDITIONS:**

Our Rights Regarding Claim Information

- a. We will collect, receive, obtain, use, and retain all the Items described in Paragraph b.(1) below and use and retain the information described in Paragraph b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.
- b. Subject to Paragraph a. above, we will not be restricted in or prohibited from:
 - (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
 - (2) Using any of the items described in Paragraph b.(1) above; or
 - (3) Retaining:
 - (a) Any of the items in Paragraph b.(1) above; or
 - (b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.
- c. We may disclose any of the Items in Paragraph b.(1) above and any of the information described in Paragraph b.(3)(b) above:
 - (1) To enable performance of our business functions;
 - (2) To meet our reporting obligations to insurance regulators;
 - (3) To meet our reporting obligations to insurance data consolidators;
 - (4) To meet other obligations required by law; and
 - (5) As otherwise permitted by law.

- d. Our rights under Paragraphs a., b., and c. above shall not be impaired by any:
- (1) Authorization related to any claim submitted under this policy; or
 - (2) Act or omission of an insured or a legal representative acting on an insured's behalf.

All other policy provisions apply.

CMP-4561.5

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FE-6999.3
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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

08-22-2020

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IMPORTANT NOTICE

Regarding Changes to Your Policy

FE-1401 EXCLUSION – CYBER INCIDENT is added to your State Farm® policy.

The following changes to your policy are effective with this policy term:

☐ **EXCLUSIONS**

- ☐ **Cyber Incident:** There is no coverage for loss resulting from a cyber incident; however, if a cyber incident as described in this exclusion results in fire or explosion, we will pay for the loss to covered property caused by that fire or explosion subject to the applicable limits of insurance.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE

The following exclusion is added:

We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

Cyber Incident

1. Unauthorized access to or use of any computer system (including "electronic data");
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including "electronic data") and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including "electronic data") or otherwise disrupt its normal functioning or operation; or
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

But if Cyber Incident results in fire or explosion, we will pay for the loss caused by that fire or explosion.

Loss caused by Cyber Incident will not be considered loss caused by vandalism.

The Cyber Incident exclusion does not apply when the Inland Marine Computer Property Form is attached to this policy, except for loss caused by or resulting from ransomware.

For the purposes of this endorsement, ransomware means any software that encrypts electronic data held within a computer system and demands a ransom payment in order to decrypt or restore such "electronic data".

All other policy provisions apply.

George, Alecia

From: Coffey, Madeline
Sent: Friday, February 21, 2025 12:55 PM
To: Colleen McCarty
Cc: George, Alecia; Anthony, Kimberly
Subject: RE: Discovery on CF-2004-1494: Carla Enloe

Hey Colleen,

I've ordered all of Ms. Enloe's files, they are off location so it may take some time for them to get here. They should be here by Thursday of next week. The earliest we could meet is Thursday afternoon, February 27. Let us know if you would like to meet end of next week and some time following that.

Best,

Madeline P. Coffey
Assistant District Attorney
Oklahoma County District Attorney's Office
211 N. Robinson Ave., Ste. N700
OKC, OK 73102
Work: (405) 713-1696



From: Colleen McCarty <colleen@okappleseed.org>
Sent: Friday, February 21, 2025 11:26 AM
To: Abby Gore <abby@okappleseed.org>; Coffey, Madeline <madeline.coffey@oklahomacounty.org>; George, Alecia <Alecia.George@oklahomacounty.org>
Subject: Discovery on CF-2004-1494: Carla Enloe

Hello Maddie and Alecia,

Hoping we can get discovery going in Carla Enloe's case which is a request for resentencing under the Oklahoma Survivor's Act. Please let us know if there are any actions that need to be taken to initiate this process.

C

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Colleen McCarty, Esq.
Founding Executive Director