

**OKLAHOMA COUNTY RENEWAL AGREEMENT  
FISCAL YEAR 2024-2025**

This Renewal Agreement is entered into by and between the Board of County Commissioners of Oklahoma County, with a principal place of business located at 320 Robert S. Kerr, Oklahoma City, Oklahoma 73102 and Colossus, Inc. DBA InterAct Public Safety Systems, with a principal place of business located at 102 West Third Street, Suite 750, Winston-Salem, NC 27101.

**WITNESSETH**

**WHEREAS**, the Board of County Commissioners and Colossus, Inc. entered into an Agreement dated July 1, 2020 for Annual Maintenance and Service for Computer Aided Dispatch System (CAD), (hereinafter "Original Agreement." Under the terms of this Original Agreement, the County is given 4 options to renew, each for a period of one year.

**WHEREAS**, the parties desire to exercise the right to renew the Original Agreement.

**THEREFORE**, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. **TERM**: Pursuant to Section 5.2, the parties agree to extend the term of the Original Agreement for one year from July 1, 2024, through June 30, 2025.

2. PRICE ADJUSTMENT: Pursuant to Exhibit A, the parties agree that the compensation to be paid to Colossus, Inc. shall be \$71,186.31.
3. EFFECT OF RENEWAL: Except as specifically set forth herein, all other terms and conditions of the Original Agreement shall remain unaffected by this renewal agreement and continue in full force and effect.

**IN WITNESS THEREOF**, the parties have caused this Renewal Agreement to be signed by their duly authorized representatives.

Colossus, Inc.

OKLAHOMA COUNTY SHERIFF

Rachel Ferguson 6/11/2024  
Date

 6/27/2024  
Date

Approved as to form and legality

  
Assistant District Attorney

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Board of County Commissioners of Oklahoma County

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:

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

#459

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

**DATE OF REQUEST:** 6/24/2020

**COUNTY DEPARTMENT MAKING REQUEST:** Sheriff's Office

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

*Review and approval as to form and legality the attached agreement with Colossus, Inc. This agreement provides maintenance and support for our Computer Aided Dispatch (CAD). Last year, this agreement was held by MIS.*

**ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE:** Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

*P. D. Taylor*  
COUNTY OFFICER

**DATE RECEIVED BY DISTRICT ATTORNEY:** \_\_\_\_\_

**REPLY BY DISTRICT ATTORNEY:** \_\_\_\_\_

*Reviewed 6/24/2020*

RECEIVED  
JUN 24 2020  
CIVIL DIVISION  
DISTRICT ATTORNEY  
REVISED 2003

DAVID PRATER  
DISTRICT ATTORNEY  
By: *David Prater*

**COLOSSUS, INCORPORATED**  
**SUPPORT AND MAINTENANCE AGREEMENT**

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This agreement ("Agreement") is made by and between Colossus, Incorporated and the **BOARD OF COUNTY COMMISSIONERS ACTING ON BEHALF OF THE OKLAHOMA COUNTY SHERIFF'S OFFICE** whose principal place of business is located at 201 N. Shartel, Oklahoma City, OK 40601, ("Customer") and is dated as of the Effective Date, as defined herein.

**Recitals.**

- A. Colossus, Incorporated (hereinafter referred to as "Caliber" or "Caliber Public Safety") is the legal entity that markets, sells and distributes the Caliber products and services described herein under the platform of the Caliber Public Safety business unit.
- B. Oklahoma County, OK MIS Department licensed and/or purchased the Product(s) (as defined below) from Caliber Public Safety under separate agreement (the "Purchase Agreement") and desires now to assign the Purchase Agreement to the Board of County Commissioners acting on behalf of the Oklahoma County Sheriff's Office, and thereby enter into this Agreement to obtain support and maintenance services for such Products.
- C. Caliber Public Safety desires to provide such support and maintenance services for such Product(s) upon the terms and conditions set forth in this agreement and consents to such assignment of the Purchase Agreement.

Therefore, for good and valuable consideration Caliber Public Safety and Customer agree as follows:

**Section 1. Definitions.**

- 1.1 "**Error**" means any failure of a Product(s) to conform in any material respects to its published and/or provided documentation.
- 1.2 "**Product(s)**" means the Caliber Public Safety Product(s) listed on Exhibit A. The Product(s) includes any and all Enhancement Releases, Maintenance Releases or Patches delivered to Customer under this Agreement or the Purchase Agreement. Items not supplied by Caliber Public Safety do not qualify as Products hereunder.
- 1.3 "**Enhancement Release**" means a new release of a Product with new features and/or functionality or improved performance for which a separate new version upgrade fee is not charged.
- 1.4 "**Maintenance Release**" means a new release of a Product that incorporates Patches and/or other maintenance changes.
- 1.5 "**Patch**" means an interim piece of code released to supplement a Product that typically fixes High Priority Errors between Maintenance Releases.
- 1.6 "**Workaround**" typically means a set of procedures that a Customer follows to circumvent or mitigate the impact of an Error. The Error still exists. A Workaround may be provided at Caliber Public Safety's discretion in lieu of a Patch for a specific Error.
- 1.7 "**Other Defined Terms**. Except as expressly defined in this Agreement, capitalized terms shall have the meaning ascribed to them in the Purchase Agreement.

**Section 2. Scope of Support And Maintenance Services.**

2.1 **Services Provided.** During the term of this Agreement, for so long as Customer subscribes to the applicable Caliber Public Safety Product maintenance program and timely pays therefore, and for so long as Caliber Public Safety makes support and maintenance services for the Product(s) generally available to its customers, Caliber Public Safety shall support the Product(s) by providing the services described in the following paragraphs of this Section 2. Support and maintenance services are subject to change at Caliber Public Safety's option provided that support and maintenance terms are so modified for all similarly situated Product maintenance

subscribers. Caliber Public Safety has no obligation to correct or support Errors arising from Customer's misuse, improper use, alteration (other than by a Caliber Public Safety representative), or damage to the Product(s) including, without limitation, by electrical power failures or surges, or Customer's combining or merging the Product(s) with any hardware or software not identified as compatible by Caliber Public Safety, or any other Errors not resulting from normal wear and tear.

2.2 **Technical Support.** Caliber Public Safety will provide telephone technical support regarding use of the Product(s) and response to Errors to Customer's Support Contacts designated under Section 2.7.2. Caliber Public Safety technical support representatives will be available by telephone Monday through Friday from 8:00 a.m. to 6:00 p.m. ET. During off-hours, in connection with High Priority situations as described in Section 2.3 below, a Caliber Public Safety technical support representative will endeavor to return Customer's call within four (4) hours.

2.3 **Response Priorities.** Caliber Public Safety will assign all Customer requests for Error support one of two response priorities that will dictate the timing of the response as follows:

**High Priority.** A major feature/function of the Product(s) is not working or the system integrity is at risk. Caliber Public Safety will attempt to provide a Workaround or Patch within three (3) business days of Customer's report of the problem. If the Workaround or Patch cannot be provided within the three (3) business days, Caliber Public Safety will dedicate resources to the problem resolution and will inform Customer on a periodic basis of the resolution status.

**Low Priority.** The Customer has a problem that is not seriously impacting the Customer's workflow, i.e., any problem that does not meet the above standard for "High Priority". Caliber Public Safety will assess, in good faith, the timing for the provision of a Workaround or Patch for such problem, whether in a future Maintenance Release, Enhancement Release or earlier. When such determination is made, Caliber Public Safety will notify Customer of the results of the status evaluation, which could include delaying repair of the error until a future planned release.

2.4 **Subsequent Release(s).** During the term of this Agreement, Caliber Public Safety will send Enhancement Releases and Maintenance Releases to Customer when made generally commercially available by Caliber Public Safety to its customers. Each Enhancement Release, Maintenance Release and Patch delivered by Caliber Public Safety under this Agreement is subject to the provisions of the Purchase Agreement and shall be automatically deemed to be covered by all applicable Product license terms.

2.5 **Preventative Maintenance.** Caliber Public Safety may, at its sole option, schedule technical service telephone calls or visits for the purpose of Product inspection or preventative maintenance.

2.6 **Customer Notification.** Caliber Public Safety's obligations to provide the assistance specified in this Section 2 are conditioned on Customer's prompt notification to Caliber Public Safety of the problem that provides Caliber Public Safety with information sufficient to identify the problem. Such information may include, but not be limited to, error diagnostic messages, diagnostic memory dumps, operator console logs, data file dumps, application program listings, and a written explanation of the problem.

2.7 **Customer Cooperation and Support Contacts.**

2.7.1 **Customer Cooperation.** Customer acknowledges that Caliber Public Safety may not be able to resolve an Error if Customer does not cooperate with and assist Caliber Public Safety in resolving the Error.

2.7.2 Support Contacts. Caliber Public Safety shall only be required to receive communication from a Customer designated Support contact. Customer will designate three (3) authorized Support Contacts and agrees that each Support Contact will be knowledgeable in all aspects of the Customer's operating environment in which the Product(s) are being used. Customer will provide all requested information about each of its Support Contacts by completing an Authorized Support Contacts form, but may change designation of the contacts in writing.

### Section 3. Support And Maintenance Fees.

3.1 Required Coverage. All Product(s) to be covered by this Agreement on the effective date of this Agreement must be the then current Product(s) furnished by Caliber Public Safety. Thereafter, Customer must remain within at least one new Release of the Product.

3.2 Annual Support and Maintenance Fee. Customer shall pay an annual support and maintenance Fee at Caliber Public Safety's rate in effect at the beginning of this Agreement. The annual support and maintenance Fee in effect as of the effective date of this Agreement is set forth in Exhibit A hereto. Payment shall be made monthly in arrears within forty-five (45) days of receipt of invoice by Customer. If this Agreement terminates or Customer discontinues maintenance for any reason, and then subsequently desires (with Caliber Public Safety's permission) to purchase or reactivate maintenance in the future, such repurchase or reactivation will be at the prevailing charges at the time of repurchase or reactivation. However, in the event that the Product has been updated or replaced by Caliber Public Safety in the interim period, Caliber Public Safety will have to install the new/updated Product for which the Customer could incur an installation charge and a license charge.

3.3 Additional Support and Maintenance Fees. If after the effective date of this Agreement, Customer either purchases additional Products or Product licenses from Caliber Public Safety, Customer shall pay the applicable additional support and maintenance fee, prorated in order to reflect how much is then remaining in the current one year term.

**Section 4. Disclaimer Of Warranties. THIS IS A SERVICES AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING OUT**

**OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.**

### Section 5. Term and Termination.

5.1 Term. The effective date of this Agreement shall be from July 1, 2020 through June 30, 2021. The term of this Agreement shall be one year. No Agreement will become effective until countersigned by Caliber Public Safety.

5.2 Renewal. This Agreement shall be subject to renewal by written agreement by both parties.

5.3 Termination. This Agreement will terminate: 1) upon the expiration of the then current term of this Agreement and timely receipt by one party of the other's decision to not renew this Agreement; 2) at Caliber Public Safety's election, upon failure of Customer to pay support and maintenance fees when due; or 3) upon thirty (30) days prior written notice if either party has materially breached the provisions of this Agreement and has not cured such breach within such notice period. Termination of this Agreement for any reason shall not relieve Customer from any remaining obligations under this Agreement, including but not limited to, the payment of any amounts due nor shall it affect any additional remedies that Caliber Public Safety may have at law or in equity. Upon termination of this Agreement, Customer shall not owe any remaining months of maintenance, however Customer shall pay the full monthly invoice for the month in which the Agreement is terminated.

### Section 6. Miscellaneous.

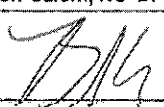

6.1 Miscellaneous Provisions. Dispute resolution and other provisions are contained in Schedule 1 to this Agreement.

6.2 Schedules And Exhibits. Each of the exhibits and schedules listed below shall be incorporated into and shall for all purposes be deemed a part of this Agreement:

Exhibit A - Support and Maintenance Fee Schedule  
Schedule 1 - Dispute Resolution and Other Provisions

**Section 7. Entire Agreement; Amendments.** This Agreement, along with its Exhibits and Schedules, constitutes and embodies the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written, electronic or oral communications, agreements or understandings between the parties with respect thereto. This Agreement may not be modified or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Agreement as indicated below.

COLOSSUS, INCORPORATED	CUSTOMER: BOARD OF COUNTY COMMISSIONERS ACTING ON BEHALF OF THE OKLAHOMA COUNTY SHERIFF'S OFFICE
102 W. 3rd Street, Suite 750	201 N. Shartel
Winston-Salem, NC 27101	Oklahoma City, OK 73102
By: 	By: 
Name: (Print) Blair Robinson	Name: (Print) Kevin Calvey
Title: Executive Vice President	Title: BOCC Chairman
Date: June 25, 2020	Date: 07-01-2020

PO # 22100143

## SUPPORT AND MAINTENANCE AGREEMENT

### EXHIBIT A SUPPORT AND MAINTENANCE FEE SCHEDULE

Coverage Period: **July 1, 2020 – June 30, 2021**

PRODUCT	QUANTITY	MAINTENANCE UNIT PRICE	MAINTENANCE EXTENDED PRICE
InterAct CAD Software Maintenance (Includes): 6 CAD Client licenses 1 CAD Server License 6 GIS Client Licenses 1 GIS Server Licenses 1 InterActCADweb Server Module (10 clients) 6 InterActCIS Query only Client license (NCIC) 1 NCIC Server Module 1 InterActCAD to 3rd Party RMS Interface Module		\$50,528.04	\$50,528.04
<i>To be billed monthly, in arrears, in increments of \$4,210.67 per month.</i>		<b>ANNUAL TOTAL:</b>	<b>\$50,528.04</b>

Customer shall pay the Support and Maintenance Fees monthly in arrears within forty-five (45) days of receipt of invoice by Customer.

Support and Maintenance Fees are subject to change annually.

The above fees do not include any applicable taxes levied or imposed now or hereafter by any governmental authority on the services to be provided hereunder or any component thereof (such as the Releases), which taxes shall be paid by Customer.

## SUPPORT AND MAINTENANCE AGREEMENT

### SCHEDULE 1 DISPUTE RESOLUTION AND OTHER PROVISIONS

1. Governing Law.
  - 1.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of Oklahoma, without regard to conflicts of laws principles.
2. Excused Performance; Force Majeure. If the performance of this Agreement is adversely restricted by reason of any circumstances beyond the reasonable control and without the fault or negligence of the party affected, then the party affected, upon giving prompt written notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such restriction; provided, however, that the party so affected shall use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease.
3. DISCLAIMER OF WARRANTIES. THIS IS A SERVICES AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
4. Equitable Relief. Accordingly, subject to Section 1 of this Schedule, each of them shall have the right, in addition to any other rights each of them may have, to obtain in any court of competent jurisdiction in Oklahoma County, Oklahoma, temporary, preliminary and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any of the obligations in this Agreement.
5. Waiver. No waiver of or with respect to any provision of this Agreement, nor consent by a party to the breach of or departure from any provision of this Agreement, shall in any event be binding on or effective against such party unless it be in writing and signed by such party, and then such waiver shall be effective only in the specific instance and for the purpose for which given.
6. Captions and Headings. The captions and headings are inserted in this Agreement for convenience only, and shall not be deemed to limit or describe the scope or intent of any provision of this Agreement.
7. Severability; Invalidity. If any provision of this Agreement is held to be invalid, such invalidity shall not render invalid the remainder of this Agreement or the remainder of which such invalid provision is a part. If any provision of this Agreement is so broad as to be held unenforceable, such provision shall be interpreted to be only so broad as is enforceable.
8. Assignment. Customer shall not assign any of its rights under this Agreement without the prior written consent of Caliber Public Safety. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
9. Notices. Any notice or other communication under this Agreement given by either party to the other party shall be deemed to be properly given if given in writing and delivered (i) by facsimile transmission (receipt confirmed) or (ii) mailed (return receipt requested), properly addressed and stamped with the required postage, or (iii) sent by an overnight express courier, to the recipient at the address identified in its signature block to this Agreement or, if no such address is provided, as specified in writing by one party to the other. Either party may from time to time change its address by giving the other party notice of the change in accordance with this Section.



## COLOSSUS, INCORPORATED

### SUPPORT AND MAINTENANCE AGREEMENT

This agreement ("Agreement") is made by and between Colossus, Incorporated (herein referred to as "Caliber Public Safety") and OKLAHOMA COUNTY, OK MISDEPARTMENT, whose principal place of business is located at 320 Robert S. Kerr, Suite 321, Oklahoma City, OK 73102 ("Customer") and is dated as of the Effective Date as defined herein.

#### Recitals

A. Customer has licensed and/or purchased the Product(s) (as defined below) from Caliber Public Safety under separate agreement (the "Purchase Agreement") and desires to obtain support and maintenance services for such Products.

B. Caliber Public Safety desires to provide such support and maintenance services for such Product(s) upon the terms and conditions set forth in this agreement.

The foregoing for good and valuable consideration Caliber Public Safety and Customer agree as follows:

#### Section 1. Definitions.

1.1 "Error" means any failure of a Product(s) to conform in any material respects to its published and/or provided documentation.

1.2 "Product(s)" means the Caliber Public Safety Product(s) listed on Exhibit A. The Product(s) includes any and all Enhancement Releases, Maintenance Releases or Patches delivered to Customer under this Agreement or the Purchase Agreement. Items not supplied by Caliber Public Safety do not qualify as Products hereunder.

1.3 "Enhancement Release" means a new release of a Product with new features and/or functionality or improved performance for which a separate new version upgrade fee is not charged.

1.4 "Maintenance Release" means a new release of a Product that incorporates Patches and/or other maintenance changes.

1.5 "Patch" means an interim piece of code released to supplement a Product that typically fixes High Priority Errors between Maintenance Releases.

1.6 "Workaround" typically means a set of procedures that a Customer follows to circumvent or mitigate the impact of an Error. The Error still exists. A Workaround may be provided at Caliber Public Safety's discretion in lieu of a Patch for a specific Error.

1.7 Other Defined Terms. Except as expressly defined in this Agreement, capitalized terms shall have the meaning ascribed to them in the Purchase Agreement.

#### Section 2. Scope of Support And Maintenance Services.

2.1 Services Provided. During the term of this Agreement, for so long as Customer subscribes to the applicable Caliber Public Safety Product maintenance program and timely pays therefore, and for so long as Caliber Public Safety makes support and maintenance services for the Product(s) generally available to its customers, Caliber Public Safety shall support the Product(s) by providing the services described in the following paragraphs of this Section 2. Support and maintenance services are subject to change at Caliber Public Safety's option provided that support and maintenance terms are so modified for all similarly situated Product maintenance subscribers. Caliber Public Safety has no obligation to correct or support Errors arising from Customer's misuse, improper use, alteration (other than by a Caliber Public Safety representative), or damage to the Product(s) including, without limitation, by electrical power failures or surges, or Customer's combining or merging the Product(s) with any hardware or software not identified as compatible by Caliber Public Safety, or any other Errors not resulting from normal wear and tear.

2.2 Technical Support. Caliber Public Safety will provide telephone technical support regarding use of the Product(s) and response to Errors to Customer's Support Contacts designated under Section 2.7.2. Caliber Public Safety technical support representatives will be available by telephone Monday through Friday from 8:00 a.m. to 6:00 p.m. ET. During off-hours, in connection with High Priority situations as described in Section 2.3 below, a Caliber Public Safety technical support representative will endeavor to return Customer's call within four (4) hours.

2.3 Response Priorities. Caliber Public Safety will assign all Customer requests for Error support one of two response priorities that will dictate the timing of the response as follows:

High Priority. A major feature/function of the Product(s) is not working or the system integrity is at risk. Caliber Public Safety will attempt to provide a Workaround or Patch within three (3) business days of Customer's report of the problem. If the Workaround or Patch cannot be provided within the three (3) business days, Caliber Public Safety will dedicate resources to the problem resolution and will inform Customer on a periodic basis of the resolution status.

Low Priority. The Customer has a problem that is not seriously impacting the Customer's workflow, i.e., any problem that does not meet the above standard for "High Priority". Caliber Public Safety will assess, in good faith, the timing for the provision of a Workaround or Patch for such problem, whether in a future Maintenance Release, Enhancement Release or earlier. When such determination is made, Caliber Public Safety will notify Customer of the results of the status evaluation, which could include delaying repair of the error until a future planned release.

2.4 Subsequent Release(s). During the term of this Agreement, Caliber Public Safety will send Enhancement Releases and Maintenance Releases to Customer when made generally commercially available by Caliber Public Safety to its customers. Each Enhancement Release, Maintenance Release and Patch delivered by Caliber Public Safety under this Agreement is subject to the provisions of the Purchase Agreement and shall be automatically deemed to be covered by all applicable Product license terms.

2.5 Preventative Maintenance. Caliber Public Safety may, at its sole option, schedule technical service telephone calls or visits for the purpose of Product inspection or preventative maintenance.

2.6 Customer Notification. Caliber Public Safety's obligations to provide the assistance specified in this Section 2 are conditioned on Customer's prompt notification to Caliber Public Safety of the problem that provides Caliber Public Safety with information sufficient to identify the problem. Such information may include, but not be limited to, error diagnostic messages, diagnostic memory dumps, operator console logs, data file dumps, application program listings, and a written explanation of the problem.

#### 2.7 Customer Cooperation and Support Contacts.

2.7.1 Customer Cooperation. Customer acknowledges that Caliber Public Safety may not be able to resolve an Error if Customer does not cooperate with and assist Caliber Public Safety in resolving the Error.

2.7.2 Support Contacts. Caliber Public Safety shall only be required to receive communication from a Customer designated Support contact. Customer will designate three (3) authorized Support Contacts and agree that each Support Contact will be knowledgeable in all aspects of the Customer's operating environment in which the Product(s) are being used. Customer will provide all requested information about each of its Support Contacts by completing an Authorized Support Contacts form, but may change designation of the contacts in writing.

State of NEW YORK  
County of NIAGARA

This instrument was acknowledged before me on 1/10/2022 (date) by Gregg Meridian of  
**COLOSSUS, INCORPORATED**, a North Carolina corporation, on behalf of said corporation.

[Signature]  
Signature

[Signature] (Seal)  
Signature of Notary Public

ASHLEY WALES JOHNSON  
Notary Public, State of New York  
No. 02JO6221195  
Qualified in Erie County  
Commission Expires April 26, 2022

My Commission Expires: 4/26/2022

## SUPPORT AND MAINTENANCE AGREEMENT

### SCHEDULE 1 DISPUTE RESOLUTION AND OTHER PROVISIONS

1. Governing Law.
  - 1.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of Oklahoma, without regard to conflicts of laws principles.
2. Excused Performance; Force Majeure. If the performance of this Agreement is adversely restricted by reason of any circumstances beyond the reasonable control and without the fault or negligence of the party affected, then the party affected, upon giving prompt written notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such restriction; provided, however, that the party so affected shall use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease.
3. DISCLAIMER OF WARRANTIES. THIS IS A SERVICES AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
4. Equitable Relief. Accordingly, subject to Section 1 of this Schedule, each of them shall have the right, in addition to any other rights each of them may have, to obtain in any court of competent jurisdiction in Oklahoma County, Oklahoma, temporary, preliminary and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any of the obligations in this Agreement.
5. Waiver. No waiver of or with respect to any provision of this Agreement, nor consent by a party to the breach of or departure from any provision of this Agreement, shall in any event be binding on or effective against such party unless it be in writing and signed by such party, and then such waiver shall be effective only in the specific instance and for the purpose for which given.
6. Captions and Headings. The captions and headings are inserted in this Agreement for convenience only, and shall not be deemed to limit or describe the scope or intent of any provision of this Agreement.
7. Severability; Invalidity. If any provision of this Agreement is held to be invalid, such invalidity shall not render invalid the remainder of this Agreement or the remainder of which such invalid provision is a part. If any provision of this Agreement is so broad as to be held unenforceable, such provision shall be interpreted to be only so broad as is enforceable.
8. Assignment. Customer shall not assign any of its rights under this Agreement without the prior written consent of Caliber Public Safety. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
9. Notices. Any notice or other communication under this Agreement given by either party to the other party shall be deemed to be properly given if given in writing and delivered (i) by facsimile transmission (receipt confirmed) or (ii) mailed (return receipt requested), properly addressed and stamped with the required postage, or (iii) sent by an overnight express courier, to the recipient at the address identified in its signature block to this Agreement or, if no such address is provided, as specified in writing by one party to the other. Either party may from time to time change its address by giving the other party notice of the change in accordance with this Section.

#691

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

**DATE OF REQUEST:** 8/13/2019

**COUNTY DEPARTMENT MAKING REQUEST:** Information Technologies

**STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:**

Please review the contract from Colossus. This is Mobile Cop and CAD Software Maintenance that we have currently been using minus the Premise RMS.

**ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.** (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

  
COUNTY OFFICER

.....  
**DATE RECEIVED BY DISTRICT ATTORNEY:** \_\_\_\_\_

**REPLY BY DISTRICT ATTORNEY:** \_\_\_\_\_

Reviewed 8/13/19

DAVID W. PRATER  
DISTRICT ATTORNEY

By: 

RECEIVED

AUG 18 2019

CIVIL DIVISION  
DISTRICT ATTORNEY



## OKLAHOMA COUNTY



Bill To  
OK COUNTY SHERIFF'S OFFICE  
201 NORTH SHARTEL AVENUE

OKLAHOMA CITY, OK  
73102-2227

Requisition 12100796-00 FY 2021

Acct No:  
UNDEFINED ACCOUNT.  
Review:  
Buyer: 6065soangril  
Status: Created

Page 1

Vendor  
COLOSSUS INC  
PO BOX 74008484

CHICAGO, IL 60674-8484

Tel#336-397-5300  
Fax 866-368-8602

Ship To  
OK COUNTY SHERIFF'S OFFICE  
201 NORTH SHARTEL AVENUE  
OKLAHOMA CITY, OK 73102-2227

Deliver To  
OK COUNTY SHERIFF'S OFFICE  
201 NORTH SHARTEL AVENUE  
OKLAHOMA CITY, OK 73102-2227

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/20	1001232	07/01/20			Sheriff
LN	Description / Account	Qty	Unit Price	Net Price	
001	BLKT- FY 20-21 Computer Aided Dispatch Annual Maint Agreement (formerly held by MIS)	1.00 EACH	50528.04000	50528.04	

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OKLAHOMA CITY, OK 73102-2227

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201 NORTH SHARTEL AVENUE  
OKLAHOMA CITY, OK 73102-2227

Requisition Link

Requisition Total

50528.04

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*  
Account

Amount Remaining Budget

Authorized By:

Signature

Date:

**PREPARED**

By Melissa Hodges at 5:43:00 PM, 6/29/2020

Bill To  
OK COUNTY SHERIFF'S OFFICE  
2101 NE 36th Street

OKLAHOMA CITY, OK  
73111

Requisition 12500319-00 FY 2025

Acct No:  
UNDEFINED ACCOUNT.  
Review:  
Buyer: 6065sobrasev  
Status: Created

Page 1

Vendor  
COLOSSUS INC  
PO BOX 74008484

CHICAGO, IL 60674-8484

Tel#336-397-5300  
Fax 866-368-8602

Ship To  
OK COUNTY SHERIFF'S OFFICE  
2101 NE 36th Street

OKLAHOMA CITY, OK 73111

Deliver To  
OK COUNTY SHERIFF'S OFFICE  
2101 NE 36th Street

OKLAHOMA CITY, OK 73111

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/24	0001232	07/01/24			Sheriff

LN	Description / Account	Qty	Unit Price	Net Price
001	BLKT - Annual - Computer Aided Dispatch July 24 to June 25	71186.31 EACH	1.00000	71186.31

Ship To  
OK COUNTY SHERIFF'S OFFICE  
2101 NE 36th Street  
OKLAHOMA CITY, OK 73111

Deliver To  
OK COUNTY SHERIFF'S OFFICE  
2101 NE 36th Street  
OKLAHOMA CITY, OK 73111

Requisition Total

71186.31

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*  
Account

Amount Remaining Budget