

OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

STANDARD SERVICE CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 1st day of April 2022

BETWEEN the **COUNTY:** The Board of County Commissioners of the
County of Oklahoma
320 Robert S. Kerr, Rm. 101
Oklahoma City, Oklahoma 73102

on behalf of: **Oklahoma County Sheriff's Office**
Contact Person: Andrea Dean
Telephone Number: (405) 713-2012

and the **VENDOR:** **Brooks Jeffrey Marketing, Inc**
Address: 971 Coley Drive
Mountain Home, AR 72653
Contact Person: Renea Adams
Telephone Number: (870) 425-8064
Email Address: radams@bjmweb.com

for the following maintenance or services:

Responsive Website Package with Test Site

This Contract is a Renewal _____, New X Contract.

This contract has been examined and approved as to legality by the District Attorney, Oklahoma County.



Assistant District Attorney

4/14/22

Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 3 pages
with 11 page of attachments

ARTICLE 1
MAINTENANCE/SERVICES

The Vendor shall supply the following maintenance/services as required by the Contract and Bid Specifications: (describe item/s and serial numbers/s to be maintained)

Development of a responsive website as detailed in the attached document

ARTICLE 2
INSURANCE/LIABILITY

The Vendor agrees to maintain liability and Workers' Compensation insurance to cover the acts of Vendor and his employees or agents regarding any services rendered pursuant to this contract. Such liability and Workers' Compensation insurance shall be sufficient in coverage and policy limitations to cover all claims arising under the Oklahoma Governmental Tort Claims Act. The Vendor agrees to indemnify and hold harmless the County for any negligent acts of Vendor in the performance of this Contract.

ARTICLE 3
TERM OF CONTRACT AND RENEWAL

This contract shall commence on April 1, /2022 and shall terminate on June 30, 2022. The contract is renewable for 3 additional fiscal years upon approval of both parties.

Unless terminated earlier, this Contract will automatically terminate at the end of the current fiscal year (June 30) pursuant to Article 10, Section 26 of the Oklahoma Constitution.

It is agreed that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving the Vendor a 30 day written notice of termination. It is further agreed the County may terminate this Contract immediately if the Vendor fails to provide services in accordance with this contract or in any way breaches any of the provisions of the Contract.

ARTICLE 4
CONTRACT AMOUNT

The County shall pay the Vendor for the maintenance/services of this equipment as follows:

To be billed \$20,160 upon completion and acceptance of work and scheduled upload of site after testing.

ARTICLE 5
MISCELLANEOUS PROVISIONS

ARTICLE 6
BLANKET PURCHASE ORDER

This contract is null and void unless the amount of the contract has been encumbered by the Oklahoma County Clerk. Upon approval of this contract a Blanket Purchase Order Number will be issued by Oklahoma County as set out below.

ARTICLE 7
LEGAL AUTHORITY

It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S.A. Section 1500 et. seq., 19 O.S.A. Section 1 and 62 O.S.A., Section 430.1.

APPROVED this _____ day of _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Approved by County Dept.:

Department Head

ATTEST:

Chairman

David B. Hooten, County Clerk

VENDOR: Brooks Jeffrey Marketing, Inc.

By:

Renea Adams 3/24/2022

Attest or Notary: Vendor Signature

Juli M. Ifland 3/24/2022

Requisition Number _____
Blanket Purchase Order Number _____



OKLAHOMA COUNTY SHERIFF'S OFFICE

RESPONSIVE CMS WEBSITE ADDRESSING ADA ACCESSIBILITY

LAW ENFORCEMENT
CITY & COUNTY GOVERNMENT
PUBLIC SCHOOLS & COLLEGES
ASSOCIATIONS
HOUSING AUTHORITIES



OKLAHOMA COUNTY SHERIFF'S OFFICE

Aaron Brilbeck

2101 NE 36th Street

Oklahoma City, Ok 73102

p. 405.713.1000

f. 405.713.1908

<https://www.oklahomacounty.org/Elected-Offices/Sheriff>

~~February 8, 2022~~

~~February 16, 2022~~

~~March 21, 2022~~

REVISED

March 31, 2022

COMPANY OVERVIEW

Founded in 1984, Brooks Jeffrey Marketing, Inc. is a **full-service multimedia marketing, website, and digital design firm** with a proven history of providing communication solutions for non-profit associations and government agencies (i.e., law enforcement, city/county government, housing authorities, and educational institutions) across the nation.

Brooks Jeffrey is headquartered and incorporated in the state of Arkansas. Our firm is DUNS registered and SAM compliant and is a 100% women-owned business. Brooks Jeffrey is a multi-faceted organization. In addition to our marketing services, Brooks Jeffrey also operates Brooks Jeffrey Computer Services (a Microsoft & Dell Direct Partner) and Jclare Photography Studios.

MostWantedGovernmentWebsites.com by Brooks Jeffrey Marketing, Inc., is dedicated entirely to the development of Law Enforcement, Government, Association, Housing, and Educational websites.

Brooks Jeffrey's experience in helping clients succeed through traditional channels of brand building (i.e., logo and brand development, print, radio, photography / videography, television media, billboards, and direct-mail campaigns), has evolved to meet the rapidly changing, consumer-driven technological demands of digital media.

Brooks Jeffrey currently provides website and marketing services for clients across the United States, including:

- | | | |
|--------------------------|--------------------------|----------------------|
| ▪ Associations | ▪ Housing Authorities | ▪ Retail Businesses |
| ▪ Financial Institutions | ▪ Law Enforcement | ▪ Schools |
| ▪ Government | ▪ Manufacturers | ▪ Service Businesses |
| ▪ Healthcare | ▪ Organizations | ▪ Tourism Industry |

Our experience with website development and digital marketing began in 1996. Since that time, our team of talented artists, writers, designers, and web programmers has created thousands of successful web and app solutions.

Our team has earned more than 80 national and international design awards; **better yet, we've earned results for our clients.**

The insight and knowledge we've gained throughout our business history provide an invaluable advantage for our clients.

We would be honored to put our experience to work for you!

Why Choose Us?

Most Wanted Government Websites by Brooks Jeffrey Marketing specializes in proven communication solutions for law enforcement and government-sector clients. When you trust your project to Most Wanted Government Websites by Brooks Jeffrey Marketing, you can rely on our:

- EXPERIENCE
- INNOVATION
- INDUSTRY INSIGHTS
- PROVEN SOLUTIONS
- SECURITY PRACTICES & PROTOCOLS
- TEAM OF PROFESSIONALS
- STABILITY
- QUALITY
- OUTSTANDING CUSTOMER SERVICE



Headquartered at 971 Coley Drive in Mountain Home, Arkansas, Brooks Jeffrey Marketing, Inc. has extensive experience providing design, marketing, and website services for clients across the U.S.



CONFIDENTIAL AND PROPRIETARY
QUOTE

DATE: ~~February 8, 2022~~ **2/16/2022 3/21/2022 REVISED 3/31/2022**

JOB #: OCSOOK301

CLIENT: Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Sheriff's Office.

PROJECT: **Responsive Website**

WEBSITE GOALS & OBJECTIVES

- Create a professional web presence for your organization;
- Provide intuitive site navigation to benefit your website visitors;
- Develop a 24/7 communications tool and information resource for the public;
- Showcase your facilities, services, and staff;
- Provide authorized users **unlimited** use, support, and training for a "DIY" Do-It-Yourself, easy-update Content Management System (CMS) which allows your organization to update portions of the website 24/7 without knowledge of HTML or programming code;
- Provide a website that easily accommodates future growth and additional website content;
- Provide a responsive website that auto-adjusts for optimal display based on the device used for viewing the website (desktop monitor, laptop, tablet, or smartphone);
- Provide a website solution that addresses accessibility standards using WCAG and ADA Level A and AA success criteria.

BROOKS JEFFREY WEBSITE SERVICES

Your responsive website will meet Google's current criteria for a mobile-friendly website presence, which enhances organic Search Engine rankings. The website will address accessibility standards using WCAG and ADA Level A and AA success criteria.

Package includes one-time use of one Brooks Jeffrey supplied stock photo – web use only, or you may provide high-resolution images for use on the site.

Client to provide content for home page and contact page in digital format (PDF or Word). Brooks Jeffrey conversion / remediation of supplied documents is available – quoted separately. Client to populate the remaining website pages using the CMS, or Brooks Jeffrey services for initial data population are available.

A complete test site will be provided for review and approval prior to site launch.



Wagoner County, Oklahoma Sheriff's Office

Unlimited, 24/7 toll-free CMS support and ongoing training for the website Content Management System is included.

Ongoing website content updates may be managed by your staff via the CMS or Brooks Jeffrey ongoing website CMS content management services including ADA accessibility scans are available separately.

Brooks Jeffrey's "DIY" Easy Update Content Management System (CMS)

The website will feature a simple, inclusive Content Management System allowing the ability to create, edit and remove website content. CMS features of the website will be managed via Brooks Jeffrey's proprietary, easy-update subscription-based Content Management System (CMS). *Note: functionality based on website options selected.*

- **Advanced Editor Capabilities** – allows you to customize the page display:
 - photos/graphics with captions & alt text
 - text (size, color, placement)
 - set links to uploaded PDFs
 - links to/embedded YouTube files
 - set links to e-mail addresses
 - set links to web addresses

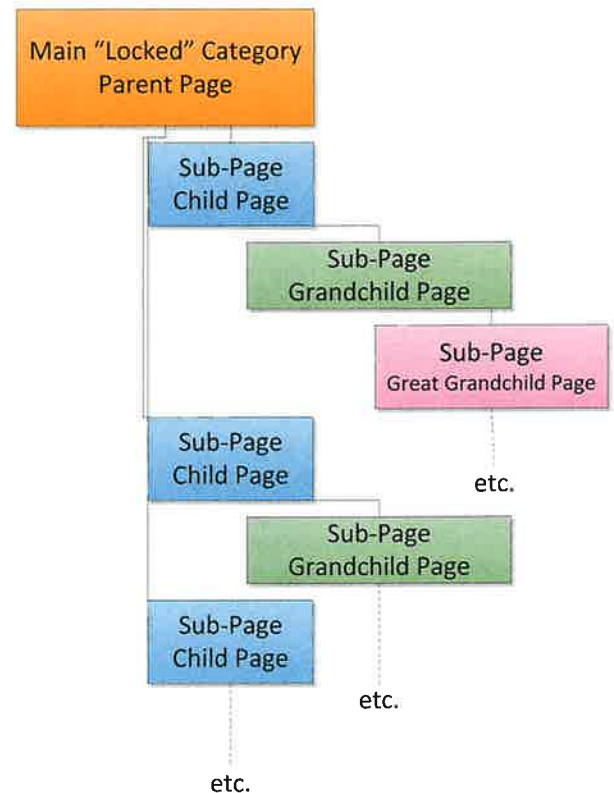
- **Unlimited CMS pages**

BJM's "Infinity" CMS Feature allows for an unlimited number of sub-pages to be added under the Main "locked" heading. As sub-pages are added or removed, the navigation menu will automatically update to reflect the change (**alpha order**). You may add/edit/delete information and add/delete sub-pages as needed within the main "locked" category.

- **Super User / Multiple User Functionality**

allows your website administrator to manage access and assign passwords for multiple content managers.

Brooks Jeffrey website packages includes set up of one **Static IP** or **one VPN** and set up of one device/system for access. Static IP is suggested. Additional or change in static IP set ups and/or VPN set ups are available at \$250 each per setup.



HELP DESK & SUPPORT

Unlimited, 24/7 toll-free CMS technical support (and additional CMS training as needed) for your website administrator(s) is included.

Initial CMS training session for your website administrator(s) will be scheduled upon completion of the test site phase of production.

Training session will be held via Zoom, Teams or BeyondTrust (Bomgar) remote access software. Date and time of training session to be determined based on production schedule.

WEBSITE PACKAGE OUTLINE

Home Page

- **Responsive design** featuring your Sheriff's Office colors, masthead photo (supplied by client or use of Brooks Jeffrey supplied stock image is included – web use only) and logo/emblem (supplied by client)
- **Consistent header, sidebar, and footer** throughout site to enhance aesthetics and improve navigation
- **Basic introductory copy** (supplied by client via email – includes *FREE annual update to home page content*)
- **Links to up to four affiliated websites** (i.e., associations, county website, social media, state police, etc.) provided by client
- **Language Translate**
- **Accessibility Icon**
- **Site Search**
- **County Map** Art (showing your county's location within the state)
- **Privacy & Copyrights** page, which also features an ADA Website Accessibility Notice
- **Site Map**
- **Initial Submission of website to Google and Bing**

Contact – page features general inquiry form with validation to help deter spam, and Google location map with office location noted. See example: <https://www.crosscountysheriff.org/contact>
Please provide two email contacts for form submission: _____ and _____

We recommend you assign someone in your office to test your online forms on a regular basis to make sure the process is going as you expect, and the forms are going to the correct recipient(s). We recommend your forms mail to a group address so multiple recipients receive important messages (avoiding missed messages due to employee illness, staff turnover, etc.).

Crime Tip Plus Form

Brooks Jeffrey will add a crime tip form to your website which allows the public to submit crime tips. The form will include the ability to upload photos, video, or audio files, as well as provide a description of the crime within a comment box. Email address field is optional. The form features reCaptcha to help deter spam.

Please provide two email contacts for form submission: _____ and _____

See example: <https://www.wagonercountyso.org/crime-tip>

Note: Photos and videos will not be stored on the server or within the CMS. The photos and video will be transmitted as part of the email and will be included in the monthly data transfer.

Two Infinity CMS Modules

Unlimited sub-pages may be added to this main content category

See example: <https://www.wagonercountyso.org/departments> and <https://www.wagonercountyso.org/services>

Page Titles (i.e. Departments) _____ and _____

Alert Notifications via Text and/or Email with Subscriber Manager – CMS Feature

This feature allows alert notifications to be provided via email and/or text message for updates/messages posted on the website from applicable modules including press releases, most wanted, special alerts, etc.

Notifications will be sent to the subscriber list with opt-in/opt-out recipient-selected, topic-specific categories and subscriber manager for access and update to provide information to the public. A link will be featured on the homepage for the public to sign up for alert notifications. Brooks Jeffrey suggests that you contact local ISPs and request to be featured on their white list. Includes up to 10,000 SMS text messages per month and unlimited email notifications.

See example: <https://www.cherokeecountyalsheriff.com/alerts-signup>

Media Gallery (Photo/Video) – CMS Feature

Allows you to create categories and upload an unlimited number of photos and/or link to uploaded videos within each category with slideshow functionality.

See example: https://www.dothanhousing.org/media_gallery/list/0

Press Releases / News – CMS Feature with Home Page Feed & Scheduler

Most recent press releases post to the home page of the website via the CMS. Press release titles and date of release will be listed on the page (date of release is mandatory). The visitor can then click the specific release to view the release. Press releases may include photos, PDFs, and videos (via YouTube).

The scheduled press release functionality will be managed via the website CMS administrative interface. You may add, edit, and delete scheduled press releases as needed, along with setting the date and time you want the release to be published. You will still have the ability to change the publication date on press releases. Scheduled press releases can be edited and updated as usual and will be listed as “Scheduled” in the list of press releases.

Note: If applicable, Facebook Integration depends upon compatibility with Facebook’s current API (Application Programming Interface).

Brooks Jeffrey is not responsible for third-party programming or API modifications which may affect the functionality of the client’s website. In the event that issues arise due to third-party programming or software modifications, Brooks Jeffrey services to alter/correct the website programming will be billed separately.

See example: <https://www.baxtercountysheriff.com/press-releases>

Offender Map Integrated with JMS

Brooks Jeffrey will integrate with your records management software provider to publish offender locations on an interactive map. Offender information is published and updated automatically when updated within your RMS software. Because the data is fed directly from the RMS, no additional input is required by your staff.

Note: Client is responsible for fees, data transmitted/published via RMS/JMS feed. MostWantedGovernmentWebsites.com Brooks Jeffrey Marketing, Inc. cannot be held responsible for publication of information due to error, malfunction, omission or inclusion by your records management software or your office staff or by those intending to do harm. Client to confirm with client attorney regarding disclaimer language and offender levels and postings used on the website.

See example: https://www.lawrencecosheriff.com/offender_feed_list.php

Crime Map Integrated with JMS

Brooks Jeffrey will add a Crime Map allowing your staff to publish information online for public access, viewing, and printing.

The interactive Crime / Drug Map Feature allows the Sheriff’s Office to map crime locations within the County for display on the website. The Sheriff’s Office will input crime information via the website’s password-protected administrative dashboard. Date of crime occurrence, location of crime, case number, address, Google™ map coordinates, description of crime, and unlimited photos may be added to each crime listing.

The map feature allows the Sheriff’s Office to adjust the location of map icons and automatically generate Google™ map coordinates. The feature allows for multiple crime occurrences at the same location based on Google™ map coordinates.

Site visitors may select to view the county map based on 15 specific types of crime (i.e., arson, drugs, burglary, sex crimes, etc.) or with all crime types displayed. Site visitors may also select to display crimes within a specified date range. Each map pinpoint links to a more detailed description of the crime occurrence including photos.

Disclaimer information regarding the accuracy of map information will be included in either an acceptance screen or at the foot of your map (your choice). Client to confirm with client attorney regarding disclaimer language and offender levels and postings used on the website.

See example: <https://www.jeffcoso.org/crime-map>

Custom Form Builder Module with up to 250 submissions per day total – CMS Feature

Brooks Jeffrey's integrated CMS form builder will allow your staff to create simple custom responsive forms with multiple data fields while providing end-to-end encryption for the data transmitted within the forms.

Authorized website content managers may login to the CMS to create forms. The forms will include the ability to upload images, as well as to print or save the form as a PDF using the browser's print function.

You may also create fields for adding attachments (PDFs or jpg/jpeg files) to the form submission for resumes, photos or documents. By following simple step-by-step instructions, the resulting public-facing online form will meet ADA AA guidelines. The live/approved forms built through this feature will display on the website on a page called "Forms" – client to specify page name and location. See example: <https://www.mississippicountysheriffar.org/forms>

When a form is submitted, a notification will be sent to the client's administrative form contacts who will access the encrypted data via the CMS using a secure key. Applications will be stored on the server for a period of 28 days and will then be automatically deleted. It is important to assign the responsibility of form contact to persons (2) capable of managing the incoming submissions, who can frequently access the CMS and download the submitted data.

RECOMMENDED USES for Custom Form Builder – simple, responsive online forms, for example:

- | | | |
|------------------------------|--------------------|--------------------------|
| • Commend an Employee | • Feedback | • Request a Home Check |
| • Employment Application | • File a Report | • Special Event Signup |
| • Employment Recertification | • Report a Concern | • Suggest an Improvement |

The Custom Form Builder Module includes a maximum of 250 submissions per day.

NOTE: The forms created through the Custom Form Builder should not be used for emergency communication. Brooks Jeffrey recommends including a disclaimer on your form(s), as applicable, to discourage emergency submissions.

Disclaimer language example:

This form is for non-emergency communications only. To report an emergency, please dial 911 (where applicable) or local emergency first responders. Your submission is important to us. Please include your phone number and/or email address so we may contact you regarding your submission. If you have not received a response within two business days, please phone our office for assistance. Thank you.

Most Wanted Module – CMS Feature with Poster

The administrative portion of the website will allow the client to create and post "Most Wanted" entries on the website. The feature will allow unlimited photos and background information to be posted to the site for each fugitive. Information for each individual fugitive will post to a separate page and will be able to be printed as a "wanted" poster in printer-friendly format.

You may add, edit and delete fugitives and update information as often as you wish. Upon arrest of each suspect, you will have the option to add the word "Arrested" across their "Most Wanted" listing. You will also have the option of adding "Recalled" to the Most Wanted entry. Client to confirm with client attorney regarding disclaimer language and offender levels and postings used on the website. See examples: <https://www.baxtercountysheriff.com/wanted.php> or <https://www.stclairsheriff.org/wanted.php>

Social Media / CMS Integration ☒ Facebook ☒ Twitter

Brooks Jeffrey will provide functionality allowing the website subscription CMS to publish content updates from your website to your existing Social Media pages. Brooks Jeffrey will coordinate Facebook integration using Facebook business manager (client approval required). Client to provide credentials (if applicable) for Twitter for integration.

Note: Brooks Jeffrey is not responsible for third-party programming, ADA AA, or API modifications which may affect the functionality of the client's website. In the event that issues arise due to third-party programming or software modifications, Brooks Jeffrey's services to alter/correct the website programming will be billed separately.

Special Alert Module – CMS Feature with Home Page Display

Brooks Jeffrey will provide use of a CMS website feature which allows Special Alerts to display on the home page of your website (red bar at top of header). The Special Alert functionality will be managed via the website CMS administrative interface. You may add, edit and delete Special Alerts as needed. Multiple Special Alert messages may be added to the site (rotating across the top of the homepage).

Each Special Alert message can feature brief text on the home page with the option to view the full alert details on a separate page (with photos, links, etc.). The feature also includes the ability to create a poster (print-friendly format) of the Special Alert information. When the Special Alert has been concluded, you will have the option to add the descriptors "Inactive"; "Resolved"; "Found"; or "Unfounded" to the Special Alert Display or remove the message from the rotation.

The Special Alerts will be included in the information that is published to Alert Notification subscribers via email and/or text message. If you wish for Special Alerts to be part of the Press Release history, we recommend you also publish the Special Alert as a Press Release on the site.

See example: <https://www.parsonspd.com/>

Warrants Plus

Brooks Jeffrey programmer(s) will work with you and your records management software provider to allow synchronization of warrant data and the Brooks Jeffrey website server.

The software synchronization will allow access to the data needed to produce an online warrants page. Client to determine which data fields are provided from the server and posted on the website, such as displaying the full birthdate instead of just the age. **[Note: NO personal identifiable information (PII) such as SSN, or Driver's License number should be included in feed.]**

See similar warrants posting page at <https://www.BaxterCountySheriff.com/warrants.php>

If a warrant is added or deleted from the warrant list, the change will be reflected on the website. The frequency of posting updates varies. This module includes the ability to search posted warrants by first or last name.

If exclusions, suppressions, or limitations are required (based on your instructions / State or Federal laws – such as non-publication of underage DUI/DWI, reporting of Federal prisoners held in local facilities, etc.), modifications to and by your current records management software may be necessary. Fees from the records management software provider are the responsibility of your Office or Department.

This module does allow the manual deletion of an individual "live" record but because the records are updated every few minutes, it is not a solution for record exclusion. This feature is intended to allow the deletion of test records. A record provided from the RMS can appear again even if you have deleted it from the website. Therefore, lasting changes must be made at the RMS level.

MostWantedGovernmentWebsites.com/Brooks Jeffrey Marketing, Inc. cannot be held responsible for publication of information due to error, malfunction, omission or inclusion by your records management software or your office staff or by those intending to do harm. Client to confirm with client attorney regarding disclaimer language and offender postings used on the website.

Programming Notes:

- Brooks Jeffrey programming is based on integration with current server and software provider. If server/software program is changed or upgraded, Brooks Jeffrey script modifications may be required (billed separately).
- Brooks Jeffrey programming/integration requires a static IP address
- Brooks Jeffrey programming requires access to network server and cooperation of your IT Department and records management software provider. Fees from the records management software provider are the responsibility of your Office or Department.
- **Client is responsible for data transmitted/published via RMS feed. Client to ensure data does not include sensitive information such as Social Security Numbers.**

WEBSITE HOSTING, CMS SUBSCRIPTION & SECURE CERTIFICATE

All hosting plans include 24/7 Unlimited, toll-free training & support for Content Management System (CMS) **and JMS/RMS support available during business hours (M-F; 8am – 5pm Central) roster maintenance message can be added after business hours**; daily site backup (stored for 28 days), access to Web Stats report, and annual content update (home, footer, photos & contact info, text, logo). Website hosting period begins with work authorization approval. Hosting based on package selected / data transfer. Initial submission of website to Google and Bing is included.

Ultimate..... \$3,995 per year
 25GB server space, 250GB data transfer, CMS Subscription + Secure Certificate + Annual ADA Scan & Site Modifications (ADA programming/design) with Report (upon request). Document conversion/remediation available separately – quoted upon request.

Additional space or transfer: \$10/GB per mo. Access to CMS via Static IP – one setup included / additional /changing VPN or Static IP setups: \$250 each. Additional text overages (if applicable) billed \$100 / per 10,000 texts / per month. Website hosting plans include a basic Secure Certificate for encryption of data transmitted from the website.

Conversion/remediation of client-supplied PDFs and Microsoft office files quoted separately.

Functionality and Package Change Acknowledgement

As technology continues to evolve, Brooks Jeffrey will modify and improve our solutions to customers. Brooks Jeffrey reserves the right to modify, upgrade, replace, or terminate any of the features and functions listed, when applicable at our discretion, providing reasonable notice to our clients of any changes. In the event required modifications are enacted, terms signed in your agreement with Brooks Jeffrey will not be affected.

Brooks Jeffrey's logo link will appear at the bottom of all website footers on the Website.

DOMAIN / DNS

Client Management of Existing Domain / DNS

Client may elect to maintain administration of domain(s) and DNS control. In this case, client is responsible for renewal of current domain and pointing record to BJM server. BJM will provide IP address to client for set up.

Existing Domain:_____

Note: If Brooks Jeffrey technical assistance (other than providing IP address as noted above) is required during transfer of domain or in pointing record to BJM, transfer fee (\$100) will apply.

- ☐ Client to manage domain / DNS – no assistance from BJM required.
- ☐ Client to manage domain / DNS – assistance in transfer and/or pointing record needed from BJM: \$100 – billed separately.

Thank you! We appreciate your business.

Investment: \$20,160 Responsive Website Package bills with test site.

Billing Contact Name: _____ ☐ Mail Invoice ☐ Email Invoice

Billing Contact Phone: _____ Billing Contact Email: _____

Billing Address: _____

- ☒ Client revisions and additional services will be billed separately.
- ☒ This agreement is made and entered into by and between Brooks-Jeffrey Marketing, Inc. (BJM) and the client, their legal representatives, assigns, heirs, successors, employees, and agents.
- ☒ The website content and database content belong to the client. The website design and CMS administration/programming used for content updates to your site is a subscription service provided by Brooks Jeffrey. Use of Brooks Jeffrey's CMS programming is granted with this contract. The CMS programming may not be modified, copied, distributed, transmitted, displayed, reproduced, published, licensed, created derivative works from, transferred, or sold. Any reproduction or redistribution of BJM's CMS programming is expressly prohibited and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.
- ☒ County shall have the right to renew this Contract for 3 successive annual renewal periods. Each annual renewal period shall expire on the last day of the then current fiscal year of County. In order for the contract to be continued the contract must be renewed on July 1 or thereafter of each succeeding fiscal year by an affirmative action of the Board of County Commissioners. Pursuant to 62 O.S. §430.1 in no event shall the County's obligation be deemed to continue past the end of the County's fiscal year ending June 30 of every year, nor shall County be deemed to be indebted beyond the indebtedness created by each fiscal year's obligation. It is agreed between the parties that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving the Vendor a thirty-day written notice and may terminate immediately if Vendor breaches any of the terms of this contract.
- ☒ All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 Oklahoma Statutes §§151-172. All parties shall further be exclusively responsible for their own acts and the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other parties.
- ☒ This Agreement, including any exhibits or schedule attached hereto, contains the entire agreement between the parties regarding the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by both County and Brooks Jeffrey Marketing, Inc.
- ☒ If any provision of this Agreement or its application to any person or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or such circumstance other than to those as to which it is so determined invalid and unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- ☒ Advice and guidance on legal and accounting issues are beyond the scope of services provided by Brooks Jeffrey.
- ☒ Reuse of BJM initial designs/concepts prohibited without payment to Brooks-Jeffrey Marketing, Inc.
- ☒ Overage fees billed if hosting package limits are exceeded. Additional data transfer/disk space: \$10 per GB per month, not to exceed \$240 per fiscal year. If needed, services will be turned off to prevent charges from exceeding these limits. Text overages billed at \$100 per 10,000 texts over per month (if applicable), not to exceed \$2,400 per fiscal year. If needed, services will be turned off to prevent charges from exceeding these limits.
- ☒ The client assumes all responsibility for content of listings, email, and updates. BJM recommends that client proofread, printout and backup all database updates to the website.
- ☒ BJM is not responsible for damage caused by error, malfunction, or by those intending to do harm to website, and/or server failure, and/or email or text alerts, and/or lost data and/or loss of business.
- ☒ BJM is not responsible for third-party programming, ADA AA, or API modifications which may affect the functionality of the client's website. In the event that issues arise due to third-party programming, ADA AA, or software modifications, BJM services to alter/correct the website programming will be billed separately.
- ☒ If your site is e-commerce, BJM does not assume any responsibility for your electronic commerce transactions. Transaction fees, discount rates, gateway fees and all merchant account credit card provider charges are responsibility of the client.
- ☒ Includes an unlimited number of website administrators from one static IP address. Includes one VPN access or one Static IP setup and one device setup. Additional or change in static IP setup or VPN access is available for \$250 each (not to exceed \$500 in fiscal year). Static IP is suggested. To maintain a healthy, viable network for all customers, all systems accessing Brooks Jeffrey's email and website servers must be properly protected with updated, paid anti-virus software and OS security updates. Should you require assistance, these services and products are available from Brooks Jeffrey (on site and remotely) upon request and for an additional fee per system.
- ☒ Tax not included (tax id # _____). If tax exempt, please provide copy of your current tax-exempt certificate for BJM records.
- ☒ No other special offers or discounts apply.
- ☒ Prices quoted will be honored for 90 days.

BJM Rep accepting order: Renea Adams

Estimated Production Schedule: Within 10 days from contract acceptance, production of your project will be scheduled. Your Account Service team will contact you with production details. Site uploaded within 10 business days from receipt of test site approval.



APPROVED this _____ day of _____, 2022

Board of County Commissioners
Oklahoma County, Oklahoma County

_____ Chair

_____ Member

_____ Member

Approved as to form and legality:

Assistant District Attorney

ATTEST: _____, Deputy
County Clerk

| | |
|--|---|
| Bill To OK COUNTY SHERIFF'S OFFICE 2101 NE 36th Street OKLAHOMA CITY, OK 73111 | Requisition 12206008-00 FY 2022 Acct No: 1161-20-512-000-000-000-54455 - Review: Buyer: 6065sorebsit Status: Allocated |
|--|---|

Page 1

| | |
|--|---|
| Vendor BROOKS-JEFFREY MARKETING INC 971 COLEY DR MOUNTAIN HOME, AR 72653 USA | 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 |
|--------------|---------------|---------------|----------|-------|------------|
| 04/26/22 | 004301 | | | | Sheriff |

| LN Description / Account | Qty | Unit Price | Net Price |
|-------------------------------|--------------|-------------|-----------|
| 001 OCSO website build & test | 1.00 EACH | 20160.00000 | 20160.00 |

1 1161-20-512-000-000-000-54455 - 20160.00

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 20160.00

***** General Ledger Summary Section *****

| Account | Amount | Remaining Budget |
|---------------------------------|----------|------------------|
| 1161-20-512-000-000-000-54455 - | | |
| Sheriff - Drug Enforcement | 20160.00 | 20100.15 |
| Professional Services-Other | | |