

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT CITY UTILITIES AUTHORITY

2:00 PM

**Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma
SPECIAL AGENDA**

August 31, 2022

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Administration

- a. Discussion, Consideration and Possible Action on Approval of a Security Service Agreement with Rockin 4 Security LLC to Conduct Surveillance at the City Landfill During the Night Time Hours (C-2022-60)

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 29th day of August, 2022 and that an agenda of said meeting was posted at the place of such meeting at 1:30 p.m. on the 29th day of August, 2022.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 8/31/2022
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/31/2022
To: Mayor and City Council
From: Phillip Hightower, Public Works Director
Re: Discussion, Consideration and Possible Action on Approval of a Security Service Agreement with Rockin 4 Security LLC to Conduct Surveillance at the City Landfill During the Night Time Hours (C-2022-60)

We have had Rockin 4 Security doing night time surveillance since Dec of 2021. It was determined when DEQ did an inspection it would be a good idea to have 24 hour surveillance to watch for smoke that occurred due to the fire that we had at the Landfill. With this being a new fiscal year, we are asking for a service agreement. This is a Sole Source Item since the next nearest security company I found was from the Dallas Metro area.

Council Information / Action Requested

Approval of a Security Service Agreement with Rockin 4 Security LLC to Conduct Surveillance at the City Landfill During the Night Time Hours (C-2022-60)

City Staff Information / Action Follow-up, if Council authorizes this action:

City Staff - Obtain Purchase Order Upon Approval

ATTACHMENTS:

1. Sole Source Affidavit
2. C-2022-60 Security Services Agreement Between City and Rockin' 4C Security LLC Not Signed

City of Durant, OK

Sole Source Affidavit

1. Name of Requestor: Phillip Hightower Dept.: 024 Public Works
(print) Number Name

2. Name of Vendor:

Rockin 4 Security LLC

3. The above named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:

Rockin 4 Security is a local business with it being the only Security
firm in this part of the state. I found other sources in the Dallas
Metro Area

4. Competition in providing the above named item(s) or product(s) is precluded by the existence of a patent, copyright, secret process, or monopoly. Please indicate the status below:

The only service in this Area

5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.

Phillip Hightower
Signature of Person Requesting Purchase

8-29-22
Date

AS A DEPARTMENT HEAD OF THE DEPARTMENT STATED IN SECTION 1, I APPROVE THIS SOLE SOURCE REQUEST.

Phillip Hightower
Department Head

8-29-22
Date



Security Services Agreement

This Security Services Agreement ("Agreement") is effective as of (07/01/2022), between **(City of Durant)**, with its location at **(Durant Landfill, 1620 Blanchard Rd. Durant, OK 74730)** ("Client") and Rockin' 4C Security LLC ("Rockin' 4C "), an Oklahoma LLC, with its principal office located at 373 Platter Cutoff Rd., Calera, OK 74730.

The parties agree as follow:

1. **SERVICES:** Rockin' 4C will provide Client with security services in accordance with the Schedule of Security Services attached hereto and incorporated herein by reference ("Security Services"). Security personnel will perform Security Services in compliance with written post orders agreed upon by the parties, and as shown in Exhibit A.
2. **OPTIONAL SERVICES:** Rockin' 4C is available to perform disaster or emergency services at disaster or emergency service rates subject to the parties entering into the respective disaster or emergency services agreement. Emergency services include acts of the government, riots, strikes, acts of terrorism and the like. Disaster services include floods, fires, earthquakes, hurricanes, and other acts of God. If Client requests additional services beyond those specified in the relevant Schedule of Security Services, Rockin' 4C is available, upon agreement, to perform such services. Rates for optional services vary per incident, and are negotiable as requested.
3. **PERSONNEL:**
 - a. All security personnel are employees of Rockin' 4C and not of Client.
 - b. All security personnel assigned at Client premises will have a pre-employment background investigation and drug screening prior to assignment.
 - c. All security personnel will be neatly uniformed, courteous, and demonstrate positive human relations skills.
 - d. All security personnel will be able to effectively communicate verbally and in writing and will be able to effectively respond to emergencies.

- e. All security personnel will demonstrate reliable attendance and other identified job skills.
- f. If Client, at any time, is dissatisfied for any lawful and non-discriminatory reason with any security officer assigned to the premises, Rockin' 4C , upon request by Client, will replace such security officer.
- g. If a security officer fails to arrive at Client's premises as scheduled, Rockin' 4C will provide a replacement as soon as practicable.
- h. Client will supply Rockin' 4C with copies of any applicable workplace policies with which security personnel must comply.
- i. Client assumes the risk and responsibility of Rockin' 4C employees in the event Client takes direct control or supervision of a Rockin' 4C employee by requiring the employee to perform contrary to this Agreement or to not perform the duties as contemplated by this Agreement.

4. HIRING: Client agrees that it will not employ as security personnel any security officer used by Rockin' 4C in the performance of this Agreement, for at least six (6) months after said officer completed his or her Rockin' 4C assignment at Client. In the event of Client's breach of this provision, Client agrees to reimburse Rockin' 4C the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per person for Rockin' 4C's recruitment, screening and training costs.

5. RATES: Client agrees to pay Rockin' 4C at the hourly rates set forth on the attached Schedules of Security Services, plus all applicable sales, use and/or similar taxes. Unless otherwise agreed in the Schedule of Security Services, hours worked on Thanksgiving day, Christmas day, New Year's day, Memorial day, Labor day and Fourth of July will be billed at 140.0% of the corresponding straight time bill rate.

6. RATE CHANGE: The rates quoted on each Schedule of Security Services will remain in effect for at least one (1) year from date of execution of this Agreement or each such Schedule, whichever is later. Notwithstanding the foregoing, following receipt of written notice from Rockin' 4C , rates shall be automatically adjusted to fully recover any change in costs mandated by law,

including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, Union Activities, and/or Federal or State minimum wage laws. In addition, these rates may be adjusted each subsequent November 1 for any increased costs for medical insurance premiums, participation rates or both.

7. INVOICES AND PAYMENT: Rockin' 4C will invoice Client on a monthly basis unless otherwise agreed in the Schedule of Security Services. All invoices are due and payable within 30 days from date of receipt. Client shall remit payment by cash, check or EFT. If by check, payments shall be made in person or mailed to **Rockin' 4C Security LLC, 373 Platter Cutoff Rd., Calera, OK 74730**. Client acknowledges and agrees payment in any other form will result in transaction fees and agrees such transaction fees shall be collected by Rockin' 4C at the time payment is processed. Client agrees to pay reasonable attorney and all collection agency and other fees and expenses which may be incurred by Rockin' 4C in the collection of unpaid invoices or any part thereof.

8. LIMITS OF LIABILITY AND INDEMNITY: It is understood and agreed between the parties that Rockin' 4C is not an insurer and that the rate being paid for service is for a security officer service designed to deter certain risks of loss. The rates are not related to the value of the personal or real property protected. Rockin' 4C makes no guarantee, implied or otherwise, that no loss will occur or that the service supplied will avert or prevent occurrences or losses which the service is designed to help detect or avert. Notwithstanding, Rockin' 4C is not relieved of its responsibility to provide commercially reasonable best efforts in its performance of this Agreement. Rockin' 4C shall be liable for any damage to the extent resulting from the negligence or intentional bad act(s) of Rockin' 4C or its officers or employees, and shall defend, indemnify and hold Client harmless for said damages. Likewise, Client agrees to indemnify and hold Rockin' 4C harmless,

including costs and reasonable attorneys' fees, to the extent caused by the negligence or intentional bad acts by Client, its officers or employees. Rockin' 4C also agrees to defend, indemnify and hold Client harmless from and against any claims, demands, actions, suits, causes of action, or losses brought against Client by Rockin' 4C's employees or agents, except to the extent of the negligence or intentional harmful act(s) of Client or its employees or agents. In no event will either party be liable to the other for loss of business or profits, penalties, or special or indirect, consequential, punitive, exemplary or liquidated damages. In no event shall Rockin' 4C's maximum, cumulative liability to the Client for damages hereunder exceed the total amount of fees paid hereunder in the twelve (12) month period immediately preceding the event giving rise to the damages for the specific service or products provided hereunder; the foregoing limitation shall not apply to claims brought directly against Rockin' 4C by third parties. Client shall give notice to Rockin' 4C of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (collectively herein "Claim") within thirty (30) days of the occurrence giving rise to the Claim or within ten (10) days of receipt of notice of the Claim. Rockin' 4C shall not be responsible for any Claim unless the requisite notice is given timely and properly.

9. TAXES: Rockin' 4C will pay all wages, state and federal withholding taxes, social security taxes, local occupational taxes, unemployment taxes, and other amounts normally required by an employer arising from Rockin' 4C's employment of the security personnel assigned to Client's premises and Rockin' 4C will indemnify and hold Client harmless, including costs and reasonable attorney's fees, from and against any or all of these obligations and payments.

10. INSURANCE:

- a. Rockin' 4C has procured, and will maintain in effect throughout the life of this Agreement, workers' compensation insurance in full limits as required by statute and employer's liability insurance with a limit of at least \$1,000,000.00, covering Rockin' 4C employees assigned to each of Client's premises. If any claim for Workers' Compensation benefits is asserted against Client by any of said Rockin' 4C employees or in the event of death by their personal representatives, then, upon timely written notice from Client, Rockin' 4C shall undertake to defend Client against such claim(s) and shall indemnify and hold Client harmless from and against any such claim(s).

- b. Rockin' 4C has procured, and will maintain in effect throughout the life of this Agreement, a General Liability policy (covering bodily injury, personal injury and property damage) in the amount of \$2,000,000.00. Rockin' 4C agrees to name and maintain Client as an additional insured on said liability policy. Rockin' 4C's naming of Client as an additional insured shall provide coverage to the extent of Rockin' 4C's liability under the Agreement and shall in no event be construed for any purpose so as to make Rockin' 4C or the issuer of such policies liable for the negligence (joint, concurrent, independent or individual), acts, errors or omissions of Client or its employees.
- c. If the services include the use of vehicles by Rockin' 4C security officers, Rockin' 4C will procure, and will maintain in effect throughout the life of this Agreement, an Automobile Liability policy in the amount of \$1,000,000.00 combined single limit (each accident).

11. CONFIDENTIAL INFORMATION: All processes, documents, data, material, policies, or other information pertaining to Client's business which is learned by Rockin' 4C or furnished to Rockin' 4C shall be maintained by Rockin' 4C in strict confidence and shall not be used by Rockin' 4C except for the direct benefit of Client, nor disclosed by Rockin' 4C to any person or entity at any time for any reason unless required by law. In furtherance of this provision, Rockin' 4C agrees to execute such confidentiality agreements as requested by Client from time to time. The terms of this provision shall survive the termination or cancellation of this Agreement.

12. PROPERTY: All Client software, equipment, and other property used by security personnel shall remain the exclusive property of Client. Likewise, any property furnished by Rockin' 4C for use by security personnel while assigned at Client shall remain the exclusive property of Rockin' 4C .

13. TERM: This Agreement is effective (07/01/2022) through (06/30/2023). Either party may terminate this Agreement at any time, upon ten (10) days prior written notice to the other party, if a party has notified the other that a material breach of this Agreement has occurred, and same has not been rectified in a timely manner. Notwithstanding the foregoing, Rockin' 4C may terminate this Agreement for non-payment by Client following twenty-four (24) hours written

notice. Notwithstanding the foregoing, the duration of each separate Schedule of Security Services shall be as agreed upon in the relevant Schedule of Security Services.

14. CAPITAL EQUIPMENT: In the event Client terminates this Agreement or any Schedule of Security Services for any reason other than a breach by Rockin' 4C, Client shall reimburse Rockin' 4C for any unamortized or unrecovered costs for vehicles or other special equipment procured for and used exclusively in the performance of this Agreement. The 2004 Jeep Grand Cherokee currently on site is excluded from this requirement.

15. MODIFICATION: This Agreement may be modified at any time by mutual written consent of the parties. Client may request a decrease or increase of the number of security personnel, their service hours, or a revision in the shifts or posts, by providing reasonable advance notice. Rockin' 4C will honor the request provided personnel are available and the request does not create any unreasonable scheduling requirements. Client shall pay any increase or shall be entitled to a decrease which results from the change or modification in accordance with the Schedule of Security Services. Client may request Rockin' 4C to assign security personnel at additional Client locations; a Schedule of Security Services for said location(s) shall be incorporated by reference into this Agreement.

16. FORCES MAJEURE: Rockin' 4C shall not be liable for any failure or delay in performance of this Agreement, in whole or in part, where such failure or delay is caused by circumstances beyond Rockin' 4C's reasonable control, including but not limited to acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, labor activity or strike, court order or any other cause outside Rockin' 4C's exclusive and direct control.

17. ENTIRE AGREEMENT: This Agreement, including Schedules of Security Services, supersedes all previous agreements, oral or written, between Rockin' 4C and Client at any Client location, and represents the entire Agreement between the parties. No other agreements or representations, oral or written, have been made. Any preprinted terms contained on a Client purchase order shall be subject to this Agreement and any conflict between this Agreement and any pre-printed terms on commercial forms/paper shall be resolved in favor of this Agreement.

18. SEVERABILITY: The provisions of this Agreement are severable and the invalidity or ineffectiveness of any part thereof shall not affect or impair the validity and effectiveness of remaining parts of provisions of this Agreement.

19. ASSIGNMENT: Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. However, no consent is required for an assignment that occurs (a) to an entity in which the transferring party owns more than 50% of the assets, or (b) as part of a transfer of all or substantially all of the assets of the transferring party to any party. Any assignment or delegation in violation of this section shall be void.

20. NOTICES: All notices to be given by either party shall be in writing and shall be sufficiently given or made by (i) delivery in person; (ii) facsimile; (iii) electronic mail; (iv) first class, registered or certified mail, postage prepaid; or (v) overnight courier addressed to the other party at its address set forth herein or at such other address as the other party may have designated by notice given hereunder. Notices so given shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) day following mailing, whichever occurs first.

To Rockin' 4C LLC

373 Platter Cutoff Rd Calera,

OK 74730

Phone: 580.380.7700

Email: jason@rockin4c.com

To Client: (City of Durant)

Attention: (Phillip Hightower)

(1201 N.E. 2nd Ave.)

(Durant, OK 74701)

(580-924-8358 / 580-5795142)

cc: phightower@durant.org

21. Rockin' 4C LEGAL COMPLIANCE: Rockin' 4C certifies that the services it provides will be performed in compliance with and subject to all state and federal statutes, municipal and local ordinances and the rules and regulations of any governmental agency or department which has jurisdiction over the performance of these services.

22. CLIENT LEGAL COMPLIANCE: Client certifies that the services it provides will be performed in compliance with and subject to all state and federal statutes, municipal and local ordinances and the rules and regulations of any governmental agency or department which has jurisdiction over the performance of these services.

23. DISPUTE RESOLUTION: In the event of any dispute between the parties, Client and Rockin' 4C agree that they will make good faith efforts to resolve their differences, with the assistance of a mediator selected by mutual agreement. Mediation will take place in (Durant, OK) unless agreed otherwise. Each party shall bear its own associated expenses, including attorneys' fees, and the parties agree to equally share the mediator's fees and ancillary expenses.

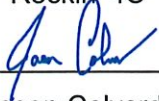
24. LABOR ORGANIZATIONS: In the event Rockin' 4C enters into any collective bargaining agreement covering Rockin' 4C employees assigned to Client, it is understood and agreed that Rockin' 4C shall have sole control and responsibility for and will be sole signatory under and connected with all such labor negotiations, grievances, collective bargaining agreements and related labor matters.

25. THIRD PARTY BENEFICIARIES: Security Services provided pursuant to this Agreement are provided to Client only. No other person or entity is, nor is intended to be, a third party beneficiary.

26. HAZARDOUS CONDITIONS: Client represents and warrants there are no chemical or other hazards that require disclosure to Rockin' 4C or its employees that have not previously been disclosed to Rockin' 4C under the OSHA Chemical Hazard Communication Standard 1910.1200. Client agrees to provide any training offered to its own employees to Rockin' 4C employees and will provide Rockin' 4C with copies of any training materials.

27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Oklahoma.

By signing below, the signatory represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the entity for which s/he is signing and that the Agreement is binding upon the entity.

Rockin' 4C LLC	<u>(City of Durant)</u>
By: <u></u>	By: _____
Name: <u>Jason Colvard</u>	Name: _____
Title: <u>Owner</u>	Title: _____
Date: <u>08/10/2022</u>	Date: _____

Schedule of Security Services

Client Contact: Phillip Hightower

Service Location: Durant Landfill
1620 Blanchard Rd
Durant, OK 74701

Scope of Work and Pricing: See Schedule of Security Services
Rate: \$22.00/hour with auto provided

Any changes to hours, scope of work, qualifications, requirements or equipment for the Service Location designated herein shall be mutually agreed to in writing by both parties and may necessitate a change in fee structure. The rates stated herein shall not apply to any other Client request and shall be valid only for the time period stated herein.

ACCEPTANCE: The above Schedule of Security Services is acceptable. By signing this, I represent that I have the authority to sign this document on behalf of and to bind the Company.

Name: _____ Date: _____

Signature: _____ Title: _____

Date of Acceptance: _____

Schedule of Security Services

The service coverage Rockin' 4C will provide will be for the hours of 6pm through 6am, Monday through Saturday, and 24-hour coverage on Sunday and when requested. The following constitutes a job description Rockin' 4C officers will deliver:

- Rockin' 4C will provide an on-site security officer and vehicle at the Durant Landfill. The officer will be conducting fire watch as well as deterring any unauthorized entry. The officer will be restricted to the exterior of buildings, vehicles and equipment, with the exception of the Breakroom/Bathroom facility.
- Vehicle patrols will be conducted hourly. The officer will check the landfill property for fire, smoke and any unauthorized entry or signs of criminal behavior.
- The officer is to immediately report any unusual activity, concerns or damage to property. This notification will be made by contacting
 - 1st POC - Kenny Cooper 580-380-6255
 - 2nd POC - Phillip Hightower 580-579-5142
- On-site restroom facilities will be available for officers. An on-site break room will also be available, providing chairs, CCTV and protection from the elements.