



CHEROKEE NATION ELECTION COMMISSION

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

AGENDA REGULAR MEETING

September 14th, 2021

4:00 P.M.

- I. Call to order
- II. Roll call
- III. Approval of Minutes from the August 12th Special Meeting
- IV. Administrator's Report
- V. Election Director's Report
- VI. Attorney's Report
- VII. Old Business-None
- VIII. Current Items
 - a. Consideration and possible action regarding the 2022 CSA contract
 - b. Consideration and possible action regarding the 2022 Maxim contract
 - c. Consideration and possible action regarding the 2022 Hart contract
 - d. Consideration and possible action regarding signature authorization for requisitions/AFP's.
 - e. Consideration and possible action on Vital Records Control pursuant to CNCA Title 26 Elections and CNEC Rules and Regulations regarding record retention
- IX. Executive Session
 - a. Confidential discussion with attorney on pending litigation, claims, investigations or protests
 - b. Personnel
 - 1. Consideration and possible action on the Performance Evaluation of the Election Director
 - 2. Performance Incentive Awards
 - c. Exit Executive Session
- X. Action from Executive Session
- XI. Announcements
- XII. Adjourn

POSTED
9-3-21 3:45 PM

September 3, 2021 by 4:00 PM
Cherokee Nation Election Office
17763 S. Muskogee Ave
Tahlequah, OK 74464

Chairperson: Shawna Calico

Posted by: _____



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CHEROKEE NATION ELECTION COMMISSION

Regular Meeting Minutes

September 14th, 2021

I. Call to order

- The Regular Meeting of the Cherokee Nation Election Commission for September 14th, 2021 was called to order by Chairperson Shawna Calico at 4:03pm

II. Roll call

- Election Commission Secretary Rick Doherty called roll and a quorum was established with the following Commissioners present:

Shawna Calico – Chairperson

Pamela Sellers – Vice Chairperson

Rick Doherty – Secretary/Treasurer

Randy Campbell – Commissioner

Elizabeth Ballew – Commissioner

- Office staff present was: Connie Parnell & Marcus Fears
- Election Commission Attorney Harvey Chaffin was present

III. Approval of Minutes

- Chairperson Shawna Calico asked for approval and/or discussion regarding the minutes of the August 12th Special Meeting. Randy Campbell made a motion seconded by Rick Doherty to approve the August 12th Special Meeting minutes. The motion was approved by all Commissioners.

IV. Administrator's Report

- Marcus Fears gave a report that detailed events of the 2021 Election Cycle, notes that were made during the election cycle as well as covering updated voter registration statistics. Randy Campbell made a motion seconded by Pam Sellers to approve the Administrator's Report. The motion was approved by all Commissioners. **(Attachment 1)**

V. Election Director's Report

- Connie Parnell gave a report over conducting the 2021 Run-Off Election. Pam Sellers made a motion seconded by Randy Campbell to approve the Election Director's Report. The motion was approved by all Commissioners. **(Attachment 2)**

VI. Attorney's Report



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- Election Commission Attorney Harvey Chaffin discussed his attendance at a Supreme Court hearing on payment of legal fees. Rick Doherty made a motion seconded by Randy Campbell to approve the Attorney's Report. The motion was approved by all Commissioners.

VII. Old Business

- None

VIII. Current Items

- Consideration and possible action regarding the 2022 CSA contract.
 - i. Rick Doherty made a motion seconded by Pam Sellers to approve the 2022 CSA contract in the amount of \$49,113. The motion was approved by all Commissioners. **(Attachment 3)**
- Consideration and possible action regarding the 2022 Maxim contract.
 - i. Randy Campbell made a motion seconded by Rick Doherty to approve the 2022 Maxim contract in the amount of \$57,377.92. The motion was approved by all Commissioners. **(Attachment 4)**
- Consideration and possible action regarding the 2022 Hart contract.
 - i. Pam Sellers made a motion seconded by Randy Campbell to Table the 2022 CSA contract. The motion was approved by all Commissioners.
- Consideration and possible action regarding signature authorization for requisitions/AFP's.
 - i. Pam Sellers made a motion seconded by Randy Campbell for Marcus Fears to retain signature authority for up to \$25,000. The motion was approved by all Commissioners.
- Consideration and possible action on Vital Records Control pursuant to CNCA Title 26 Election and CNEC Rules and Regulations regarding record retention.
 - i. Rick Doherty made a motion seconded by Elizabeth Ballew to Table Vital Records Control. The motion was approved by all Commissioners.

IX. Executive Session

- Randy Campbell made a motion seconded by Elizabeth Ballew to enter Executive Session at 4:55pm
- Randy Campbell made a motion seconded by Rick Doherty to exit Executive Session at 6:53pm

X. Action from Executive Session

- Personnel
 - i. Rick Doherty made a motion seconded by Elizabeth Ballew to approve the Performance Evaluation of Election Director, Connie Parnell and to place a copy of it in her personnel file.
 - ii. Rick Doherty made a motion seconded by Elizabeth Ballew to approve Performance Incentive Awards to Connie Parnell in the amount of \$2,000, Marcus Fears in the amount



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of \$1,500, Kendal Bishop in the amount of \$1,000 and Charlene Keys in the amount of \$1,000.

XI. Announcements

- The next scheduled will be held Tuesday, September 21st at 4pm.

XII. Adjourn

- Rick Doherty made a motion to adjourn at 7:05pm. The meeting was adjourned.

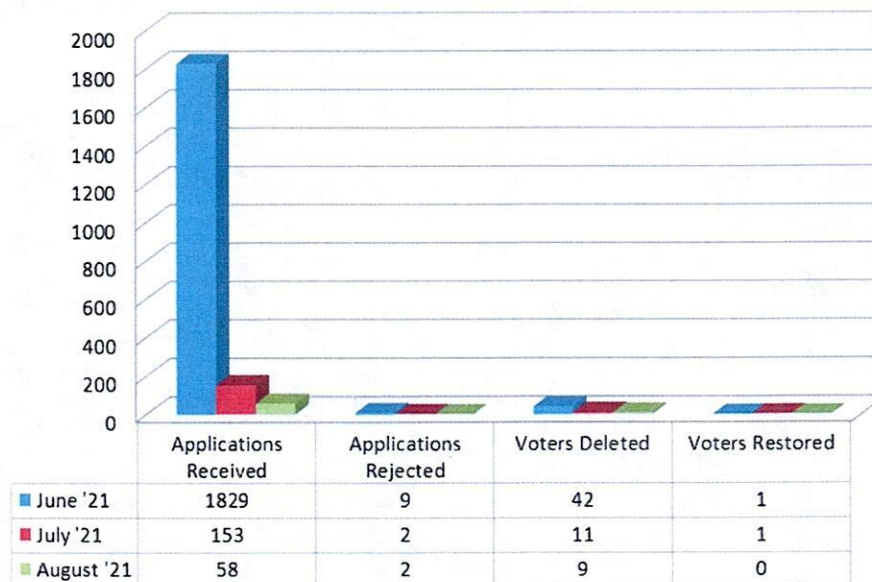
Minutes submitted by Rick Doherty, Secretary/Treasurer

**I. OFFICE:**

We were all involved in a very engaging Election Cycle. There were multiple challenges for eligibility, multiple complaints turned over for investigation, we had appeals during both the General and the Run-Off election with one of those appeals taking us to the Supreme Court, we had two recount requests filed and Candidate Financial deficiencies, worked with IT and was able to have election results online and a worked through the COVID-19 pandemic. We took diligent notes on how to make things better for the next election cycle. The Policies Committee met and were issued potential improvements to our Chronicle system as well as, currently, 62 different items to address in the upcoming off year. These items will be further categorized and addressed in bite-sized pieces by the Policies Committee and brought to the entire Commission based on urgency to complete the task or suggestion.

II. VOTER PROCESSING: As of 09/01/2021

75,834 Total Registered Voters; **43,624** In-District; **32,210** At-Large

Voter Registration Statistics**A. Statistical Report:**

*Detailed Data by District and Precinct is attached

III. FINANCIAL HIGHLIGHTS:

FY21 is on target.

District	Precinct	Voters
Dist No. 1 Hulbert	Hulbert	1,240
	Okay	301
	Tahlequah (1)	1,545
	Total for District	3,086
Dist No. 2 Tahlequah	Briggs	292
	Lowrey	267
	Tahlequah (2)	2,504
	Total for District	3,063
Dist No. 3 Tenkiller	Keys	955
	Tahlequah (3)	1,808
	Total for District	2,763
Dist No. 4 Three Rivers	Ft. Gibson	1,090
	Muskogee	581
	Warner	776
	Total for District	2,447
Dist No. 5 Redbird	Gore	408
	Sallisaw (5)	632
	Vian	1,204
	Total for District	2,244
Dist No. 6 Sequoyah	Belfonte	118
	Marble City	172
	Muldrow	1,646
	Sallisaw (6)	1,662
	Total for District	3,598
Dist No. 7 Flint	Cave Springs	298
	Chewey	103
	Stilwell (7)	2,677
	Westville (7)	718
	Total for District	3,796
Dist No. 8 Goingsnake	Bell	269
	Stilwell (8)	1,076
	Westville (8)	480
	Total for District	1,825
Dist No. 9 Saline	Jay (9)	736
	Kansas	1,461

District	Precinct	Voters
Dist No. 9 Saline	Kenwood	187
	Salina (9)	547
	Total for District	2,931
Dist No. 10 Delaware	Afton	631
	Grove	764
	Jay (10)	907
	Pryor (10)	552
	Salina (10)	203
	Spavinaw	181
	Total for District	3,238
Dist No. 11 Cooweescoowee - North	S. Coffeyville	485
	Vinita	1,954
	Welch	139
	Total for District	2,578
Dist No. 12 Cooweescoowee - West	Bartlesville	1,676
	Nowata	719
	Skiatook	133
	Total for District	2,528
Dist No. 13 Gadusi	Catoosa	354
	Collinsville	963
	Tulsa	1,845
	Total for District	3,162
Dist No. 14 Cooweescoowee - Central	Chelsea	566
	Claremore (14)	2,545
	Oologah	441
	Total for District	3,552
Dist No. 15 Cooweescoowee - South	Claremore (15)	865
	Locust Grove	943
	Pryor (15)	953
	Salina (15)	52
	Total for District	2,813
At Large	At Large	32,210
Total for District		32,210
Grand Total		75,834

Cherokee Nation Election Commission

P.O. Box 1188, Tahlequah, OK 74465-1188

Email: election-commission@cherokee.org

Website: www.cherokee.org/elections.aspx



Phone: 918-458-5899

Toll Free: 1-800-353-2895

Fax: 918-458-6101

August 2021 Directors Report

For the month of August spent most of the time securing the permanent documents for the file of the Run-off Election.

Recording all the absentee ballots that were received after the election.

The letters were generated and sent out to the voters with the information containing the reason that their absentee ballot was rejected, along with copies of the omissions.

All of the permanent election documents are in the vault for the two year retention.

Things were prepared for all the contests that ended up not happening.

Working with Maxim on the future upgrades to the database for the future elections.

Moved all the voter registrations to the active status after the election outcome was certified.

**SPONSORED RESEARCH AGREEMENT
FY22-ORA3-15**

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

WITNESSETH

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

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

SECTION 1. DEFINITIONS

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

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

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

1.4 "Project" shall mean the research project entitled ***FY2022 Geo-Referencing Maintenance for the Cherokee Nation Voter Registration System*** as described in **Appendix A**, under the direction of **Dr. Jeffrey Widener** as Principal Investigator.

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

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

SECTION 2. RESEARCH WORK

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

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

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

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

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

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

SECTION 3. PERIOD OF PERFORMANCE

3.1. The Period of Performance will be: October 1, 2021 through September 30, 2022.

SECTION 4. COSTS, BILLINGS AND OTHER SUPPORT

4.1 This is a cost reimbursable agreement. For the services, reports, and other items to be delivered hereunder, Sponsor shall pay University, in U.S. dollars, an amount not to exceed Forty-Nine Thousand One Hundred Thirteen Dollars and no cents (\$49,113.00), payable to the University of Oklahoma and sent to the business/payment address in **Section 10**. University shall bill Sponsor monthly, on a cost reimbursable basis, at Sponsor's business address set forth in **Section 10**. Payment shall be due within thirty (30) days of receipt of invoice, with final invoice due ninety (90) days following termination of this Agreement.

4.2 The University agrees to incur expenses substantially in accordance with the cost estimate included in **Appendix B** ("Budget"), incorporated herein by reference. University reserves the right to re-budget funds as necessary for completion of the Project.

4.3 Pre-award costs to cover obligations and expenditures made up to ninety (90) days prior to the starting date of the period of performance in this Agreement will be allowed hereunder if also in accordance with the budget/estimate of costs included in **Appendix B**.

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

4.5 University shall maintain relevant accounting records in a central location sufficient to enable Sponsor to determine whether University has properly expended Sponsor funds. Sponsor may examine the records upon reasonable, prior written notice sent to the University business address.

SECTION 5. TERMINATION

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

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

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

SECTION 6. PUBLICITY

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

SECTION 7. PUBLICATION

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

SECTION 8. INTELLECTUAL PROPERTY

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

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

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

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

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

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

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

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

SECTION 9. CONFIDENTIALITY

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

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

a. is generally available to the public, or thereafter becomes available to the public through no act of the receiving party, or

b. is documented to be independently known prior to receipt thereof, or is made available to the receiving party as a matter of lawful right by a third party, or

c. is required by law to be released; provided, however, that prior to any such release, the other party will be notified so that it may take protective measures if it deems necessary, or

d. is independently developed by an employee of receiving party that has not had access directly or indirectly to the Confidential Information, which claim is corroborated by written evidence.

SECTION 10. NOTICES

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

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

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

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

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

If to University (Business/Contract Terms):	
Name:	Gayle Parker, CRA
Address:	Office of Research Services University of Oklahoma 201 Stephenson Pkwy., Five Partners Place, Ste. 3100
City, State, ZIP Code:	Norman, OK 73019-5833
Phone/Fax:	(405) 325-6061 (405)325-6029
e-mail:	gparker@ou.edu

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

SECTION 11. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

11.7 Sponsor agrees that it shall comply with the export control laws and regulations, embargoes and sanctions. Each party agrees that in the event that export controlled information/technology is disclosed, disclosing party shall provide receiving party with sufficient and appropriate information including Export Control Classification Numbers (ECCNs) and/or the Munitions List categories to allow receiving party to

properly comply with the export controls regulations. Sponsor maintains an export management system adequate to ensure compliance. Sponsor agrees that it will comply with all other applicable laws, orders and regulations relating to the use and/or transfer of deliverables specified in **Appendix A** and that it will not at any time take any action which would cause University to be in violation of any such laws, orders and regulations.

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

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

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

11.11 As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) *et. seq.*), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The University represent that all services are provided and affirmative action to employ and advance in employment individuals is taken without discrimination on the basis of race, color, religion, national origin, sex, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

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

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

CHEROKEE NATION ELECTION
COMMISSION

BY: Shawna Calico
Shawna Calico
TITLE: Chairperson

DATE: _____

READ AND UNDERSTOOD:

BY: _____
Principal Dr. Jeffrey Widener
Investigator

THE BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA

BY: _____
Michael Purcell
TITLE: Executive Director Office of Research
Services and Associate VP for Research
and Partnerships

DATE: _____

DATE: _____

Appendix A

PROPOSAL FOR AN INTER-AGENCY
FIXED-PRICE AGREEMENT BETWEEN
THE UNIVERSITY OF OKLAHOMA
AND
THE CHEROKEE NATION ELECTION COMMISSION

FY 2022 Geo-Referencing Maintenance for the
Cherokee Nation Voter Registration System

SUBMITTED TO:

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

SUBMITTED BY:

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

August 25, 2021

INTRODUCTION

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

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

STATEMENT OF WORK

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

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

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

This effort is scheduled to be completed from October 1, 2021 through September 30, 2022. Total project cost is \$49,111. A breakdown of costs is included in the Cost Proposal section below.

Products delivered will include:

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

COST PROPOSAL

	<u>Streets</u>	<u>STR</u>	<u>Maps</u>	<u>Total</u>
Direct Costs:				
Labor (including benefits)	\$24,064	\$5,823	\$4,731	\$34,618
Supplies (e.g., plotter paper, ink, laminate)	57	19	9	85
Computing (network, hardware, software)	522	175	83	780
Travel	400	0	0	400
Office Expenses (phones, xerox, postage, etc.)	100	33	17	150
Indirect Costs (lease, electricity, univ. overhead)	9,127	2,194	1,759	13,080
TOTALS	\$34,270	\$8,244	\$6,599	\$49,113

UNIVERSITY of OKLAHOMA BUDGET

Budget Period 1

See notes at bottom of spreadsheet

10/1/2021

to

9/30/2022

ENTER THE BUDGET PERIOD'S START & END DATES ON THE INFO TAB TO ACTIVATE THIS SHEET ON THE CUMULATIVE TAB

SENIOR PERSONNEL	(Set) Appt Mos		FTE	x		academic mos.	SALARY	SPONSOR REQUEST	OU COST SHARE	TOTAL	Salary Requested	Fringe Benefits	Total
Principal Investigator	9		FTE	x	9	academic mos.	\$82,674				\$1,653	\$569	\$2,222
Jeffrey Widener	3	6.00%	FTE	x	3	summer mos.	\$82,674	\$1,653		\$1,653			
2. Co-Principal Investigator	12	10.00%	FTE	x	12	academic mos.	\$62,000	\$6,200		\$6,200	\$6,200	\$2,133	\$8,333
Leah Nash			FTE	x		summer mos.	\$62,000						
3. Co-Principal Investigator	9		FTE	x		academic mos.							
			FTE	x		summer mos.							
4. Co-Principal Investigator	9		FTE	x		academic mos.							
			FTE	x		summer mos.							
5. Co-Principal Investigator	9		FTE	x		academic mos.							
			FTE	x		summer mos.							
TOTAL SENIOR PERSONNEL								\$7,853		\$7,853	\$7,853	\$2,702	\$10,555
B. OTHER PERSONNEL													
1. () POST DOCTORAL ASSOCIATES							21.40%						
2. (4) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)							34.40%	\$13,252		\$13,252	\$13,252	\$4,559	\$17,811
3. () PROJECT SECRETARIAL/CLERICAL (restricted use --ask PDS)							34.40%						
4. () GRADUATE STUDENTS # MONTHS APPT							7.80%						
5. (1) UNDERGRADUATE STUDENTS # MONTHS APPT	12		.25	FTE			0.20%	\$6,240		\$6,240	\$6,240	\$12	\$6,252
6. () OTHER							34.40%						
TOTAL SALARIES AND WAGES (A+B)								\$27,345		\$27,345	\$27,345	\$7,273	\$34,618
C. FRINGE BENEFITS (if temp employee or other FB rate needed contact PDS)								\$7,273		\$7,273			
TOTAL SALARIES WAGES AND FRINGE BENEFITS (A+B+C)								\$34,618		\$34,618			
D. PERMANENT EQUIPMENT (\$5,000 PER UNIT OR FABRICATED)													
item	cost		item	cost									
TOTAL PERMANENT EQUIPMENT													
E. TRAVEL	Domestic \$400		Foreign										
Use federal/state rates; Detail travel costs in budget justification			TOTAL TRAVEL	\$400				\$400		\$400			
F. PARTICIPANT SUPPORT COSTS (used only by NSF and some DoED) (NON-EMPLOYEE CONFERENCE/WORKSHOP ATTENDEES)													
1. STIPENDS			3. SUBSISTENCE										
2. TRAVEL			4. OTHER										
() Number of Participants			TOTAL PARTICIPANT SUPPORT										
G. OTHER DIRECT COSTS													
MATERIALS AND SUPPLIES													
item	cost		item	cost									
Supplies	\$85												
TOTAL	\$85			\$85									
2. PUBLICATION COSTS/DOCUMENTATION DISSEMINATION													
3. CONSULTANT SERVICES PROVIDE DAILY RATE AND NUMBER OF DAYS IN JUSTIFICATION													
4. COMPUTER (ADPE) SERVICES													
5. SUBCONTRACTS			AMOUNT FOR IDC CALCULATION	\$	-								
6. TUITION FEE			To determine the total number of GRA months for more than one appointment add all months; for example one GRA appointed at 12 mos. plus one at 6 mos. = 18 months total. Partial month = full month (example 4.5 months = 5 months)										
Total number of GRA months													
7. SHIPPING COSTS (Shipping for materials, supplies, equipment, etc.)													
8. INCENTIVES (Any allocation to study participants, focus groups, etc.)													
9. OTHER													
item	cost		item	cost									
Communications	\$150												
Computing/Network	\$780												
TOTAL	\$930			\$930									
TOTAL OTHER DIRECT COSTS (G1 - 7)	\$1,015			\$1,015									
Subtotal Direct Costs	\$36,033			\$36,033									
ARRC Facilities Usage - Member													
H. TOTAL DIRECT COSTS (A THROUGH G)	\$36,033			\$36,033									
I. INDIRECT COSTS:			MTDC Base =	\$36,033									
36.30%				\$13,080						\$13,080			
J. TOTAL COSTS - PERIOD ONE				\$49,113						\$49,113			

Enter subcontract information on Subcontracts tab

NIH ONLY
Modular Amount = N/A
Total Direct Costs less IDC on subs

Subcontracts: The amount for IDC calculation in cell N51 is based on entries in subcontractor tab. IDC is collected on the first \$25,000 of each subcontract; the entry in column O51 is for the total subcontract(s) for that year (contact your PDS if you have any questions).

Revised 6/1/2021

Budget Justification

A total of \$49,113 is being requested from The Cherokee Nation Election Commission to develop the "FY 2022 Geo-Referencing Maintenance for the Cherokee Nation Voter Registration System."

SALARY AND WAGES:

Professional Salaries

Jeffrey Widener is the Primary Investigator and will manage this project with Leah Nash as Co-PI. We plan funding for .06 FTE for 3 summer months of Jeff's efforts and 0.10 FTE of Leah's efforts from The Cherokee Nation Election Commission. A total of \$21,105 is being requested from The Cherokee Nation Election Commission to support Jeff, Leah & 4 other salaried employees working on this project (2 of these are a GIS Analyst and a GIS Technician who will be working on this project part-time, the other will work part-time as needed). These employees will be performing various tasks: programming support, network support, project coordination & mapping.

Undergraduate Student Wages

A total of \$6,240 is being requested from The Cherokee Nation Election Commission to partially support 1 undergraduate student who is working on this project.

FRINGE BENEFITS:

At the University of Oklahoma (OU), the current fringe benefits rates as negotiated with DHHS, are: 34.40% for senior personnel, 21.40% for postdoctoral associates, 7.80% for graduate research assistants and .20% for undergraduates. These benefits may include FICA, workmen's compensation, unemployment compensation, retirement, and life, dental, and health insurance. The fringe benefits have been computed based on the negotiated University rates and assigned positions of project personnel.

https://ors.ou.edu/about/rateagr.html#fringe_rate

We are requesting \$7,273 from The Cherokee Nation Election Commission.

NONLABOR RELATED COSTS:

Travel: \$400 for travel to Tahlequah to meet with the Cherokee Nation Election Commission staff.

Supplies: \$85 for consumable supplies for use on this project, including ink and paper for maps.

Other: \$930 for network fees, communications and printing expenses that are applicable to this project.

INDIRECT COSTS:

Indirect Costs (IDC) are calculated using the University's current federal negotiated pre-determined rate for on-campus research which is 55% of modified total direct costs (MTDC) per agreement with DHHS dated 10/22/2020. The MTDC base excludes equipment costing \$5,000 or more, tuition remission, and subaward amounts in excess of \$25,000. Indirect costs represent research support costs incurred by the University of Oklahoma. IDC expenses include the cost of laboratories and facilities usage, building maintenance, utilities, general grant administration and accounting, and other University services. Cognizant agency & contact: DHHS, Arif Karim, 214.767.3261.

URL: <http://www.ou.edu/research-norman/grants/rates>

We are requesting \$13,080 from The Cherokee Nation Election Commission.



Maxim Consulting, Inc.
5909 NW Expressway, Ste 263
Oklahoma City, OK 73132
(405) 242-4040
Fax (405) 730-6493

May 6, 2021

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

Dear Connie,

This letter is Maxim Consulting's proposal to provide support and requested enhancements to the Chronicle Voter Registration application licensed to the Cherokee Nation Election Commission for the 2022 fiscal year. All activities performed under this offer will be billed on an hourly basis according to the rate scale that follows. All rates will be guaranteed for a minimum of one year from the date of award.

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

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

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

Very truly yours,

Maxim Consulting, Inc.

By: 

John Rose



Module

Database maintenance/upgrades
PowerBuilder Native PDF
Post direction address enhancements
Redistricting
Modify Voter Activity to include voter corrections
Additional changes to support voter record retention
Red Card layout layout revisions
Notification Card layout revisions
Total

<u>DD Hrs</u>	<u>Pgm Hrs</u>	<u>Priority</u>
16		
8	24	
8	40	
16	40	
8	8	
8	24	
4	8	
4	8	
72	152	

Estimate

Preliminary System Design (2/module)
Database
Detailed Design (4-8/module)
Programming
Unit Test (Pgm *.4)
System Testing (Pgm *.4)
Documentation (2/module)
Project Mgmt (10% of total)
Non-Election year support hours
Total

<u>\$152</u>	<u>\$135</u>	<u>\$112</u>	<u>\$90</u>	<u>Total</u>
12				\$ 1,824.00
4				\$ 608.00
72				\$ 10,944.00
		152		\$ 17,024.00
		60.8		\$ 6,809.60
		60.8		\$ 6,809.60
		12		\$ 1,344.00
37.36				\$ 5,678.72
24		24		\$ 6,336.00
149.36	0	309.6	0	\$ 57,377.92



Select Department:

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

Select the appropriate authorization level.

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

[illegible]

DATE _____

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

DATE _____

DATE _____

CHEROKEE NATION ELECTION COMMISSION

 REGULAR MEETING

 SPECIAL MEETING

COMMISSION PRESIDED BY: Shawna Calico

MEETING DATE: 9-14 at 4:00 AM/PM at the CNEC Office

Commission Member: Present/Absent

Shawna Calico

Present/Absent

Pamela Sellers

Present/Absent

Randy Campbell

Present/Absent

Rick Doherty

Present/Absent

Elizabeth Ballew

Present/Absent

Quorum Established:

YES / NO

CNEC Attorney: Harvey Chaffin ☒

Staff Present: ☒ Marcus Fears ☒ Connie Parnell ☒ Kendal Bishop ☒ Charlene Keys

Visitors:

