

**NOTICE OF SPECIAL MEETING AND AGENDA
OF THE BOARD OF TRUSTEES OF THE
CUSHING HOSPITAL AUTHORITY
AND
CUSHING INDUSTRIAL AUTHORITY
AUGUST 21, 2023
7:00 PM CUSHING CITY HALL
100 JUDY ADAMS BLVD.**

THE BOARD MAY DISCUSS, CONSIDER, AND VOTE ON ANY ITEM LISTED ON AGENDA IN ANY ORDER:

1. Call to Order

- a. Roll Call
- b. Declaration of Quorum
- c. Presentation by Cushing Hospital Foundation Chairman Lee Roy Kalka.

2. Consent Agenda

- a. Approve CIA claims totaling: \$8,333.33
- b. Approve CHA claims totaling: \$135,006.36
- c. Approve minutes: July 17, 2023 (Special joint meeting of Cushing Hospital and Cushing Industrial Authority)

3. General Business

- a. Consideration and possible action with respect to approving professional services agreements with The Public Finance Law Group PLLC as Bond Counsel, and Municipal Finance Services, Inc., as financial advisor, in connection with the issuance of bonds or notes for Southern Rock Energy.
- b. Authorize the City Manager to issue a purchase order to Hillcrest Hospital Cushing in an amount up to \$232,642.00 to support the purchase of a Selenia Dimensions 3D Performance System, and all appurtenances, and to authorize payment.
- c. Budget Amendment: Amend the FY 2023-2024 CHA fund budget for Hospital Foundation donation and corresponding expenditure.

4. Executive Session

- a. Executive Session pursuant to 25 O.S. §307(C)(11) to discuss matters pertaining to economic development, including financial assistance to entice a business for community economic benefit. Presentation by Economic Development Director Bruce Johnson.
- b. Executive Session pursuant to 25 O.S. §307(C)(11) to discuss matters pertaining to economic development, including financial assistance to entice a business for community economic benefit. Presentation by Economic Development Director Bruce Johnson.

5. Adjournment

Filed in the office of City Clerk and posted on the main lobby entrance door of City Hall at 3:05 PM on August 17, 2023.



Derek Griffith, Assistant City Manager



Darla Huckabay, Deputy City Clerk

AUGUST 2023 CLAIMS - CUSHING INDUSTRIAL AUTHORITY

OPERATING FUND (475)

\$8,333.33

TOTAL

\$8,333.33

VENDOR SET: 01
 FUND : 475 CUSHING INDUSTRIAL AUTH.
 DEPARTMENT: 00 NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: 6

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01	5 CUSHING ECONOMIC DEVELO	I-70	475-500-3420	CONTRACT - CE AUGUST CEDE	001827	8,333.33
					DEPARTMENT 00 NON-DEPARTMENTAL TOTAL:	8,333.33
					FUND 475 CUSHING INDUSTRIAL AUTH. TOTAL:	8,333.33
					REPORT GRAND TOTAL:	8,333.33

AUGUST 2023 CLAIMS - CUSHING HOSPITAL AUTHORITY

OPERATING FUND (370)

\$135,006.36

TOTAL

\$135,006.36

VENDOR SET: 01
 FUND : 370 CUSHING HOSPITAL AUTH.
 DEPARTMENT: 00 NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: CHA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01	J LEE ENTERPRISES LLC	I-PAY APP#5	370-500-5621	CAP. IMP. - W MEMORIAL PARK TRAIL PHASE	002055	135,006.36
					DEPARTMENT 00 NON-DEPARTMENTAL TOTAL:	135,006.36
					FUND 370 CUSHING HOSPITAL AUTH. TOTAL:	135,006.36
					REPORT GRAND TOTAL:	135,006.36

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW, THE AGENDA
WAS POSTED JULY 13, 2023, AT 2:50 P.M. AT THE CUSHING CITY HALL,
100 JUDY ADAMS BOULEVARD, CUSHING, OKLAHOMA

MINUTES OF THE SPECIAL MEETING
CUSHING HOSPITAL AUTHORITY
AND THE
CUSHING INDUSTRIAL AUTHORITY
HELD AT 100 JUDY ADAMS BLVD.
JULY 17, 2023
7:00 P.M.

**THE BOARD MAY DISCUSS, CONSIDER, AND VOTE ON ANY ITEM LISTED ON AGENDA
IN ANY ORDER:**

1. **Call to Order**
 - a. **Roll Call**
 - b. **Declaration of Quorum**

The Special Meeting of the Cushing Hospital Authority and the Cushing Industrial Authority was called to order on July 17, 2023, by Chairman Lofton.

PRESENT: ROBERSON, BRANYAN, DOWELL, ORTON, LOFTON
ABSENT: NONE

2. **Consent Agenda**
 - a. **Approve CIA claims totaling: \$ 8,333.33**
 - b. **Approve CHA claims totaling: \$ 67,133.14**
 - c. **Approve minutes: June 20, 2023 (Special joint meeting of Cushing Hospital Authority, Cushing Industrial Authority and Cushing Educational Facilities Authority)**
 - d. **Approve budget amendment: Amend the FY 2023/2024 CIA Fund Budget for Cushing Pride**
 - e. **Authorize the Chairman of the Board of Trustees to execute Change Order No. 2 to increase the contract by \$65,182.00 with J Lee Enterprises for the Memorial Park Walking Trail, and to authorize payment.**

City Manager Brannon gave an update regarding the Memorial Park Walking Trail.

MOTION: A MOTION WAS MADE BY TRUSTEE DOWELL TO APPROVE THE CONSENT AGENDA AS PRESENTED. THE MOTION WAS SECONDED BY TRUSTEE ROBERSON AND RESULTED IN THE FOLLOWING ROLL CALL VOTE.

AYES: ROBERSON, BRANYAN, DOWELL, ORTON, LOFTON
NAYS: NONE

3. **Adjournment**

MOTION: A MOTION WAS MADE BY TRUSTEE ROBERSON TO ADJOURN THE JULY 17, 2023, SPECIAL MEETING OF THE CUSHING HOSPITAL AUTHORITY AND THE CUSHING

INDUSTRIAL AUTHORITY AT 7:44 P.M. THE MOTION WAS SECONDED BY VICE-CHAIRMAN
ORTON AND RESULTED IN THE FOLLOWING ROLL CALL VOTE.

AYES: ROBERSON, BRANYAN, DOWELL, ORTON, LOFTON
NAYS: NONE

RICKY LOFTON, CHAIRMAN
CUSHING HOSPITAL AUTHORITY
AND THE
CUSHING INDUSTRIAL AUTHORITY

(SEAL)

ATTEST:

JERRICA WORTHY, SECRETARY

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE BOARD OF COMMISSIONERS /
BOARD OF TRUSTEES OF THE CMA / CHA / CIA / CEFA

Date of Meeting: August 21, 2023

Agenda Item No: 3A

Subject: Consideration and possible action with respect to approving professional services agreements with The Public Finance Law Group PLLC as Bond Counsel, and Municipal Finance Services, Inc., as financial advisor, in connection with the issuance of bonds or notes for Southern Rock Energy.

Staff Resources: City Manager; City Attorney; City Clerk

I. Summary

The CIA has previously engaged Municipal Finance Services to be bond advisors for the refinery project. It is recommended that the CIA engage MFS for the purpose of exploring and possibly securing bonds or other programs from the State of Oklahoma to benefit the refinery project (these will not be issued by the City or CIA and will not include any further costs to the City/CIA).

II. Fiscal Impact

There is no fiscal impact as MFS will be paid a percentage of any bond/loan that is executed.

III. Recommended Action

Motion to approve agreements.

AGREEMENT FOR BOND COUNSEL SERVICES

CUSHING INDUSTRIAL AUTHORITY (SOUTHERN ROCK ENERGY PARTNERS PROJECT)

THIS AGREEMENT is entered into as of August 2, 2023, THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and CUSHING INDUSTRIAL AUTHORITY (the “Issuer”), a public trust with the City of Cushing, Oklahoma (the “City”) as its beneficiary, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with financing certain capital improvements, along with related costs for the benefit of Southern Rock Energy Partners, LLC, or an affiliate thereof to be located in the City (the “Project”); and

WHEREAS, to finance all or a portion of the costs of the Project, the Issuer intends to issue or cause to be issued its revenue bonds or notes in various series on a taxable or tax-exempt basis (the “Bonds”); and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the Issuer and the City, including the administrator of the Issuer/City, City Attorney, Issuer’s Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financings.
- (2) Preparation and/or review of loan, security and other authorizing documents (the “Financing Documents”).
- (3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Bonds, if any.

- (4) Attendance at such meetings or hearings of the Issuer and the City and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer and the City as they may request.
- (5) Preparation and/or review of final closing papers to be executed by the Issuer required to effect delivery of the Bonds and coordination of the Bond closings.
- (6) Rendering of bond counsel's customary final legal opinion on the validity of the securities.

PFLG and Issuer acknowledge that Issuer shall be represented by Jonathan Huseman for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided, certifications made by, and opinions provided by counsel to, Issuer, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Bonds, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Bonds (if any), including but not limited to the accuracy, completeness or sufficiency of the Official

Statement, Continuing Disclosure Undertaking, or other offering material relating to the Bonds. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Bonds and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Bonds, Bond proceeds or the Project after issuance of the Bonds.

B. [Left Blank Intentionally]

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the Issuer, PFLG shall be paid at the time of issuance of each series of Bonds a fixed fee of three quarters of one percent (0.75%) of the original principal amount of the Bonds.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Bonds shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by Issuer at the time of issuance of the Bonds. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Bonds and shall be entirely contingent upon issuance of the Bonds.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Bonds or the Issuer.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Bonds, PFLG will act as special counsel to Issuer with respect to issuance of the Bonds; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Bonds and the Financing Documents, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Bond financings or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Bond financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer, PFLG, and any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

Neither PFLG may assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Bonds (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks, III, Nathan D. Ellis, or Jered Davidson

ISSUER:

Cushing Industrial Authority
100 Judy Adams Blvd
Cushing, OK 74023
Attention: Manager

[Remainder of Page Left Blank Intentionally]

Issuer and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Jered T. Davidson, Esq.

CUSHING INDUSTRIAL AUTHORITY

By: _____
Title: Chairman
Date: August 2, 2023

July 28, 2023

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. ("MFSOK") and the Cushing Industrial Authority, a public trust with the City of Cushing, Oklahoma (the "City") as beneficiary (the "Client"). THIS AGREEMENT supersedes all existing agreements between MFSOK and the Client.

The Client desires to engage MFSOK as Municipal Advisor and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client's new and outstanding debt obligations, including revenue bonds or bank notes during the term of the Agreement (the "Issues"). Some of these services may be non-municipal advisor services. The Client designates MFSOK as the Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption").

A. New Issues

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
3. Review recommendations made by other parties to the Client.
4. Assist Client in preparing a plan of finance.
5. Advise Client on structure, terms and timing of the proposed new Issue.
6. Prepare financing schedule.
7. Attend meetings as requested by the Client.
8. Assist the Client in preparation of their loan applications, loan proposals, offering documents, notices of sale, instructions to bidders, or official statements, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
10. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
11. If new Issue is a loan, assist Client in collecting and analyzing proposals submitted by banks.
12. If the new Issue is a negotiated bond sale, assist client in selecting an underwriter and coordinate the bond sales process.
13. Coordinate closing of the new Issue with Client and other parties.
14. Evaluate potential refunding opportunities on outstanding Issues.

B. Continuing Disclosure Assistance

1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

- A. New Issues and Refunding Issues. For services as Municipal Advisor to the Client, MFSOK shall be paid at the time of closing a fee calculated as follows:
 1. For a bank loan, 0.75% of par amount for each series of notes issued with a minimum fee of \$40,000.00.
 2. For revenue bonds, 0.75% of par amount for each series of bonds issued, with a minimum fee of \$40,000.00.
- B. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of \$3,500.00 for the services performed.
- C. Expenses for New Issues and Refunding Issues. MFSOK shall also be paid a fixed amount of \$2,500.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.
- D. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.
- E. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:
 1. Debt capacity analysis.
 2. Cash defeasance or redemption services.

III. Term and Termination

- A. Term of Agreement. Unless terminated as provided herein, the terms of this Agreement shall be in place from the date approved by the Client until June 30, 2028.

- B. Termination of Agreement and Services. This Agreement and all Municipal Advisor services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Client;
 - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
 - c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC and MSRB retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff, President
P.O. Box 747
Edmond, OK 73034

CLIENT:

Cushing Industrial Authority
100 Judy Adams Blvd
Cushing, OK 74023
Attention: Manager

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on _____, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jon Wolff, President

CUSHING INDUSTRIAL AUTHORITY

By: _____
Chairman

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE CITY COMMISSION / TRUSTEES OF THE CUSHING MUNICIPAL AUTHORITY / TRUSTEES OF THE CUSHING HOSPITAL AUTHORITY

Date of Meeting: August 21, 2023

Agenda Item No: 3 B

Subject: **3D Mammogram Partnership**

Staff Resources: Terry Brannon, City Manager

I. Summary

Hillcrest Hospital Cushing is seeking a partnership with the Cushing Hospital Foundation and Cushing Hospital Authority to purchase a new state of the art 3D mammogram machine. Here's a summary of the current and proposed new service impact:

Currently:

- HHC has an older 2D system.
- 3D has become the standard of care.
- HHC sends about 35% -50% of referrals elsewhere (Stillwater, Tulsa, OKC) because they don't have a modern system.
- 2D produces lesser quality images and if something is detected, the patient is referred out for a 3D scan.

Having a 3D unit would:

- Keep patients local.
- Draw new patients from surrounding areas (Drumright, Stroud, Bristow, Oilton, Mannford, etc.).
- Increase revenue.
- Bring their mammo diagnostics up to current standard of care.
- Enhance images for better diagnostics.
- Be more comfortable for women (i.e., less squeeze).

If purchased, this new 3D mammogram machine will be only one of three in the entire Oklahoma Hillcrest system.

II. Fiscal Impact

This proposed project was not included and not known during the FY 23 – 24 budget process, so if approved, a budget amendment will follow this action to capture the projected expense. Finance Director Jerrica Worthy has prepared a budget amendment and it's being presented as the next actionable item on the agenda. The Cushing Hospital Authority fund balance is sufficient to cover this expense thereby not creating a negative budget impact.

Hillcrest Hospital Cushing Approved Commitment.....	\$116,321.00
Cushing Hospital Foundation Approved Commitment.....	\$116,321.00
Proposed Cushing Hospital Authority Commitment.....	<u>\$116,321.00</u>
New proposed project budget with all costs included.....	\$348,963.00

The Cushing Hospital Foundation will be presenting a check to CHA for their portion, which will then be passed to Hillcrest Hospital Cushing for the purchase of the equipment.

III. Recommended Action

Authorize the City Manager to issue a purchase order to Hillcrest Hospital Cushing in an amount up to \$232,642.00 to support the purchase of a Selenia Dimensions 3D Performance System, and all appurtenances, and to authorize payment.



Purchase Quotation

PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCES AND ORDERS

Quote #: Q-343348

Status: Approved

Quote Expiration Date: 12/29/2023

TO:

CUSTOMER NAME	CUSTOMER NUMBER
HILLCREST HOSPITAL CUSHING	89302
BILL TO ADDRESS	SHIP TO ADDRESS
1027 E CHERRY ST CUSHING Oklahoma US 74023	1027 E CHERRY ST CUSHING Oklahoma United States 74023

TAX INFO:

Hologic is required by law to collect all state and local taxes on all sales. If an exemption certificate is not provided by customer at time of order, final invoices will include these amounts. Many states require both specific operator qualifications and/or licensing and registration of x-ray devices. Hologic is not responsible for fulfilling customer's regulatory obligations.

This Quotation is based on the information known by Hologic regarding your needs as of the date the Quotation is generated. This offer is subject to change or withdrawal by Hologic prior to acceptance. This Quotation and the governing terms as noted herein shall supersede all other quotations, agreements, understandings, warranties and representations, whether written or oral, between us, and may be accepted only in accord with their terms. In the event of a conflict between this Quotation and the governing terms, this Quotation shall prevail. To accept, please sign below within the time period for acceptance. Signed quote and/or purchase order should be forwarded by mail, via e-mail or by fax to:

Breast Health:
HOLOGIC SALES AND SERVICE, LLC
250 Campus Drive
Marlborough, MA 01752
ATTN: Sales Administration
Fax: (203) 731-8463
BSHSalesSupportUS@hologic.com

ATTN: Sherry Herrin Phone: 918-579-7050 Fax: Email: sherry.herrin@hillcrest.com

Quote Date	Hologic Representative	Quote Currency
8/7/2023	Kevin Landsverk kevin.landsverk@hologic.com	U.S. Dollar

Summary of Governing Terms/Contracts	Contract Number	FOB	Payment Terms	Freight Terms
Hologic Std T&C*		ORIGIN	30 NET	NO CHARGE
HEALTHTRUST - MAMMO 2021 (HPG-500175)	HPG-500175 (Mammo)	ORIGIN	30 NET	NO CHARGE

*For the purpose of clarity, the Products as contained herein that are not subject to a governing terms / contract as listed above, shall be governed by the applicable Hologic Terms and Conditions available at: <https://www.hologic.com/hologic-sales-terms-conditions>

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	SDA-SYS-3000-3D	SELENIA® DIMENSIONS® 3D™ PERFORMANCE SYSTEM	\$672,000.00	\$281,000.00	\$281,000.00
1	ASY-10935	3D KIT MAMMOPAD ACCESSORY	Included	Included	Included
1	PRD-04420	HIGH RESOLUTION READY DETECTOR	Included	Included	Included
1	PRD-04749	KIT, NON-TOUCH SCREEN CONTROL MONITOR, UNIVERSAL ERGO AWS	Included	Included	Included
1	FAB-12469	SHIELD, UNIVERSAL AWS	Included	Included	Included
1	ASY-10995	KIT, FIXED MONITOR MOUNT, 3MP LED DISPLAY, UNIVERSAL ERGO AWS	\$1,800.00	\$1,088.00	\$1,088.00
1	DIM-DISP-3MP	SDM; 3MP DISPLAY OPTION	\$20,300.00	\$13,500.00	\$13,500.00
1	SDM-LIC-0005	C-VIEW SOFTWARE LICENSE	\$44,900.00	\$20,000.00	\$20,000.00

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	DIM-LIC-GDT	GENIUS AI DETECTION LICENSE	\$70,400.00	\$34,143.00	\$34,143.00
1	GDT-TRAIN-INIT-01	GENIUS AI DETECTION, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	Included	Included
1	ASY-08446	KIT, UPS, UNIVERSAL AWS	\$3,940.00	\$2,380.00	\$2,380.00
3	ASY-04662	RACK, PADDLE STORAGE	\$449.00	\$250.00	\$750.00
1	ASY-08451	KIT, X-RAY FOOTSWITCH, UNIVERAL AWS	\$15,800.00	\$3,400.00	\$3,400.00
1	SVC-SDM-OPT-BTO	CONFIGURE SYSTEM OUTPUT TO BTO FORMAT	Included	Included	Included
1	DIM-TRAIN-APPS-INIT	TECHNOLOGISTS, DIMENSIONS, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS	Included	Included	Included
1	SDM-TRAIN-INIT-03	MEDICAL PHYSICIST, DIMENSIONS, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS	Included	Included	Included
1	SDM-TRAIN-INIT-04	RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS	Included	Included	Included
1	TRADE-HOLX_SDM2D	TRADE-IN OF HOLOGIC SELENIA DIMENSIONS 2D SYSTEM (INSTALLED AND FUNCTIONING)	Included	-\$25,000.00	-\$25,000.00
1	701740001	FFDM THERMAL OUTER BOX	Included	Included	Included
1	SCRAP-TIER1-FEE-BSH	SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS	\$2,500.00	\$2,500.00	\$2,500.00
1	ASY-04194	KIT, DIAGNOSTIC PADDLES	\$4,490.00	\$2,700.00	\$2,700.00
1	DIM-ASY-SCS-3PACK-UP	SMARTCURVE BREAST STABILIZATION SYSTEM 3-PACK FIELD UPGRADE	\$29,200.00	\$12,500.00	\$12,500.00
1	SMRTCURV-ON-SITE	SMARTCURVE ON SITE APPLICATIONS	Included	Included	Included

*To the extent this Quotation contains any Professional Services for Equipment relocation or clinical training, such Professional Services shall be governed by the Hologic Professional Services Terms and Conditions (US Customers), available at <https://www.hologic.com/hologic-master-sales-terms-conditions>. To the extent this Quotation contains any Products with Product Name UA-SUB-SW-0001, UA-SW-002, UEQ-SUB, DIM-LIC-QT-SUB (collectively "Subscription Products"), such Subscription Products shall be governed by the Hologic Subscription Terms and Conditions US, available at <https://www.hologic.com/hologic-master-sales-terms-conditions>, and the Effective Term for said Subscription Products shall be a twelve (12) month period beginning on the date of designated Equipment for such Subscription Software. Otherwise, any Products with Governing Terms listed as "Hologic Std T&C" shall be governed by the Hologic Sales Terms and Conditions US, available at <https://www.hologic.com/hologic-master-sales-terms-conditions>.

List Price Total: USD 866,677.00
Discount: USD 517,716.00
Total Quote Price: USD 348,961.00
Final Quote Price: USD 348,961.00

Upgrade **Serial Number**
DIM-ASY-SCS-3PACK-UP

Customer agrees to keep the discount price provided to them in this quote or agreement confidential and not disclose it to anyone other than as required by law or court order.

An additional two (2) months is added to the standard warranty of twelve (12) months at no additional charge for a total of fourteen (14) months warranty for the following Products: 3DM-SYS-STD, 3DM-SYS-STD-MOB, 3DM-SYS-STD-NS, PBX-SYS-AFFIRM-3D, SDM-SYS-6000-3D, SDA-SYS-3000-3D, SDM-SYS-6000-2D, PBX-SYS-AFFIRM-2D and SDA-SYS-3000-2D.

Cushing | Agenda Item Cover Sheet

OKLAHOMA

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE CUSHING HOSPITAL AUTHORITY

Date of Meeting: August 21, 2023

Agenda Item No: 3C

Subject: Amend FY 23/24 CHA Fund Budget for Hospital Foundation Donation and Corresponding Expenditure

Staff Resources: Jerrica Worthy, Finance Director

I. Summary

The Cushing Hospital Foundation intends to make a donation to the Cushing Hospital Authority in the amount of \$116,321 to be used as part of a payment to ultimately purchase a 3D mammogram machine. City Manager Brannon's proposed agenda item states that this donation covers 1/3 of the overall cost. CHA will provide an additional 1/3 and Hillcrest Hospital Cushing will cover the remaining 1/3. The purchase has been proposed in a way that CHA will accept the donation of \$116,321 and submit payment to Hillcrest Hospital Cushing in the amount of \$232,642. Staff recommends the following budget amendments.

II. Fiscal Impact

Account 370-4225: DONATION FROM HOSPITAL FOUNDATION

Original Budget: \$0.00

Amended Budget: \$116,321

*Increase budget by \$116,321

Account 370-500-5620: HOSPITAL FOUNDATION DONATION EXPENSE

Original Budget: \$0.00

Amended Budget: \$232,642

*Increase budget by \$232,642

III. Recommended Action

Suggested Motion: Motion to approve budget amendment as part of the consent agenda.