

**MINUTES
PRYOR ECONOMIC DEVELOPMENT TRUST AUTHORITY
SPECIAL MEETING
FRIDAY, NOVEMBER 15TH, 2024**

10:00 A.M.

THE PRYOR ECONOMIC DEVELOPMENT TRUST AUTHORITY MET IN SPECIAL SESSION IN THE CITY COUNCIL CHAMBER, 12 NORTH ROWE STREET, PRYOR, OKLAHOMA AT THE ABOVE DATE AND TIME.

TRUSTEES: **ADAM ANDERSON, ARIANNA DERR, DARRELL MOORE, FRED SORDAHL, DON BERGER, SCOTT MILLER, LARRY WILLIAMS

EX-OFFICIO TRUSTEES: JARED CRISP - MUNICIPAL UTILITY BOARD GENERAL MANAGER, ZAC DOYLE - MAYOR

OTHERS: JAE STANDINGWATER - SECRETARY

1. CALL TO ORDER.

The meeting was called to order by Anderson at 10:00 a.m. Members present: Scott Miller, Adam Anderson, Fred Sordahl, Arianna Derr and Zac Doyle. Members absent: Don Berger, Larry Williams, Darrell Moore and Jared Crisp.

Others in attendance: Angela Smith, Sarah Wine, Terry Lamar, Mike Moore, Terry Aylward, Bridgette Nichols and Houston Brittain.

2. PRAYER AND PLEDGE OF ALLEGIANCE.

Prayer and Pledge of Allegiance were led by Scott Miller.

3. APPROVE MINUTES FROM THE OCTOBER 21ST, 2024 MEETING.

Motion was made by Sordahl, second by Miller to approve the minutes from the October 21st, 2024 meeting. Voting yes: Miller, Anderson, Sordahl and Derr. Voting no: none.

4. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE 2025 EDTA MEETING SCHEDULE.

Motion was made by Derr, second by Sordahl to approve the 2025 EDTA meeting schedule. Voting yes: Anderson, Sordahl, Derr and Miller. Voting no: none.

5. DISCUSSION AND POSSIBLE ACTION TO APPROVE PAYMENT OF INVOICE FROM BECKY CLARK FOR CHRISTMAS LIGHT WORK FOR \$901.41. \$719.92 TO BE PAID FROM DONATION FUNDS AND \$181.49 FROM FUND 68 FUNDS.

Motion was made by Sordahl, second by Miller to approve payment of invoice from Becky Clark for Christmas Light work for \$901.41. \$719.92 to be paid from Donation Funds and \$181.49 from Fund 68 Funds. Voting yes: Sordahl, Derr, Miller and Anderson. Voting no: none.

6. DISCUSSION AND POSSIBLE ACTION TO APPROVE PAYMENT OF INVOICES FROM BECKY CLARK FOR CHRISTMAS LIGHT WORK COMPLETED BETWEEN NOVEMBER 10, 2024 AND DECEMBER 13, 2024, FOR UP TO THE AMOUNT RECEIVED IN DONATIONS, TO BE PAID FROM HOLIDAY LIGHTS DISPLAY ACCOUNT #98-985-5243.

Motion was made by Sordahl, second by Derr to approve payment of invoices from Becky Clark for Christmas Light work completed between November 10, 2024 and December 13, 2024, for up to the amount received in donations, to be paid from Holiday Lights Display Account #98-985-5243. Voting yes: Derr, Miller, Anderson and Sordahl. Voting no: none.

7. DISCUSSION AND POSSIBLE ACTION REGARDING ACCEPTING A PROPOSAL FROM PLACER AI FOR A THREE YEAR AGREEMENT TO PROVIDE DATA SERVICES FOR USE BY THE EDTA AND CITY AND AUTHORIZING THE EDTA CHAIR TO WORK WITH PLACER AI TO PREPARE THE CONTRACT FOR EDTA APPROVAL. THE TOTAL COST OF THE INITIAL TERM IS \$27,000.00 INVOICED OVER THREE YEARS, \$8,000.00 UPON SIGNING, \$9,000.00 IN THE SECOND YEAR AND \$10,000.00 IN THE THIRD YEAR.

Motion was made by Miller, second by Derr to accept a proposal from Placer AI for a three year agreement to provide data services for use by the EDTA and City and authorizing the EDTA Chair to work with Placer AI to prepare the contract for EDTA approval. The total cost of the initial term is \$27,000.00 invoiced over three years, \$8,000.00 upon signing, \$9,000.00 in the second year and \$10,000.00 in the third year. Voting yes: Miller, Anderson, Sordahl and Derr. Voting no: none.

8. PRESENTATION AND DISCUSSION OF AQUATICS CENTER FUNDING STUDY BY SWANSON HOUSE.

No action taken. Sarah Wine presented the findings of the Aquatics Center Funding Study by Swanson House and distributed a print report of the results. The board discussed the report and considered the recommendations presented for moving forward with the campaign.

9. ADJOURNMENT.

Meeting was adjourned at 11:10 a.m. without a motion or vote.



PLACER LABS, INC.

ORDER FORM

Pryor Economic Development Authority	(“Customer”)	Placer Labs, Inc.	(“Placer”)
Address:	12 North Rowe Street Pryor Creek, OK 74361	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
Contact Person:	Adam Anderson	Contact Person	Haylee Taylor
Email:	edta@pryorcreek.org	Billing Contact Person:	Jason Tsui
Phone:	918-630-1116	Billing Email*:	billing@placer.ai
Billing Contact Email:	edta@pryorcreek.org	Billing Phone*:	415-228-2444 ext 806
*Not for use for official notices.			

1. Services.

The services provided under this Order Form (the “**Services**”) include:

- Chain Report Expanded which displays chain-level demographic and psychographic data.
- Access, via Placer Venue Analytics Platform (“**Placer’s Platform**”), to all major venues within the United States
- Access, via Placer’s Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - o Foot traffic counts and dwell time
 - o True Trade Areas displaying frequent-visitors-density by home and work locations
 - o Customers’ demographics, interests, and time spent at relevant locations
 - o Where customers are coming from and going to, and the routes they take
 - o Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - o Competitive insights
 - o Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 15 credits; Annual Maximum of 60 credits
- Access to STI Demographics Bundle + Mosaic Data Set, and AGS CrimeRisk. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation
AGS CrimeRisk	CrimeRisk

2. Permitted Uses

Customer and the Specified Entity (defined below) may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer and the Specified Entity may use Placer Data for the Specified Entity’s internal

business purposes supporting internal projects related to the City of Pryor Creek, Oklahoma; and (b) Customer and the Specified Entity may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

- **“Placer Data”** means the data, information and materials accessible via the Services.
- **“Research Data”** means datasets and other materials created by Customer or the Specified Entity that results in any part from Customer’s or the Specified Entity’s use of Placer Data.
 - o Research Data may contain limited excerpts and discrete portions of Placer Data (**“Excerpts”**) so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer’s or the Specified Entity’s clients and prospective clients and is not commercially or generally distributed.
 - o The Customer and the Specified Entity may share Research Data with current and potential customers, and in marketing materials; provided that they shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer and the Specified Entity the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation).
 - o Customer and the Specified Entity shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer and the Specified Entity may display Placer Data as part of Research Data.
- Placer acknowledges and agrees that the City of Pryor Creek, Oklahoma may also access and use the Services and Placer Data in accordance with this Order Form and the Agreement as a **“Specified Entity”**, subject to the following:
 - o The Specified Entity must first sign a separate Specified Entity Addendum to the Order Form (the **“Addendum”**);
 - o Upon receipt of a complete and approved copy of the signed Addendum, Placer will provide access to Placer’s Platform and the Services for authorized users of such Specified Entity; and
 - o For clarification, the Specified Entity must not (i) use the Services or Placer Data for any purposes other than a Permitted Use or (ii) share access to Placer’s Platform, Services or Placer Data with any other third parties unless specifically permitted herein.

Usage Restrictions: In addition to and not in replacement of any usage limitations in this Order Form and the Agreement, Customer’s and the Specified Entity’s access to and usage of the Services and Placer Data is further limited as follows:

- A. Access to the Services may ONLY be used to support City of Pryor Creek, Oklahoma projects and not for any other projects/activities, or for the benefit of any other entity, and Customer and the the Specified Entity may not share access to the Services with any other third parties.
- B. Customer and the Specified Entity may not share user credentials or logins with any others.
- C. Customer and the Specified Entity may not provide access to the Services and Placer Data to any third party agents acting on its or their behalf without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form.
- D. Customer and the Specified Entity may not otherwise collect fees or receive any compensation, directly or indirectly, from their customers for any Placer Data, and they may not provide access to or share Placer Data with any customers in a way that would negate the need of such entity to purchase its own Placer subscription. Customer and the Specified Entity acknowledge and agree that any such actions shall constitute a material breach of this Order and Placer may immediately terminate this Order without first providing an opportunity to cure.
- E. Unless approved in advance by Placer in writing for each tool, no part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence (**“AI”**) technologies, models,

software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 36 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**.”

Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of 12 months, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination: Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer or the Specified Entity of any restrictions regarding usage of the Services.

Post-Termination Rights and Obligations: (a) Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer and the Specified Entity to use the Services and Placer Data shall cease; and (b) Within ten (10) days after such termination or expiration, Customer and the the Specified Entity will permanently delete or destroy all elements of Placer Data under its or their control; provided however, they shall not be required to immediately purge from their hard-copy, electronic or email files Placer Data that was accessed or otherwise used in compliance with the terms of this Order Form and the Agreement which are contained in such hard-copy, electronic or email files (the “**Post-Termination Information**”), so long as any Post-Termination Information is (i) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (ii) not used, copied, distributed or displayed for any external, commercial purposes and (iii) ultimately deleted in accordance with their data retention policy. For the avoidance of doubt, Customer and the Specified Entity may retain and continue to use and distribute copies of Research Data generated hereunder, provided that any such Research Data containing Excerpts (w) is presented in such a manner that it could not reasonably be decompiled or reverse engineered to extract the underlying Placer Data, (x) is used for their internal, non-commercial business purposes only, (y) is ultimately deleted in accordance with their data retention policy and (z) is otherwise used in accordance with this Order Form and the Agreement. Upon request from Placer, Customer and the the Specified Entity shall certify in writing its compliance with this provision.

4. Fees.

Fees for the 36-month Initial Term are \$27,000 and will be invoiced as follows:

- Year 1 Fees are \$8,000 and will be invoiced in full upon signing this Order Form
- Year 2 Fees are \$9,000
- Year 3 Fees are \$10,000

Additional Terms of 12 months, if any, will be invoiced in full at the start of the Term

Fees for the Initial Term represent a promotional rate for the Initial Term only and will be subject to an increase to the prevailing market rate for Additional Terms.

Invoice sent electronically to Customer's billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form. Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

Placer may increase the Fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period) unless otherwise agreed upon in this Order Form. The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

In the event of any termination, Customer will pay in full for the Services.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party,

or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a “**Trial Offering**”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“**Trial Subscription Term**”), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Oklahoma state (“Public Records Laws”), that all obligations imposed by this Agreement are subordinate to Customer’s obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning “Customer shall defend, indemnify and hold Placer harmless...”, is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: “This Agreement shall be governed by the laws of the State of Oklahoma without regard to its conflict of laws provisions.”

Promotional Use. Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

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This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “**Agreement**”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

Pryor Economic Development Authority
By:
Name:
Title:
Date:

“Placer”

Placer Labs, Inc.
By:
Name:
Title:
Date: