

memo



TULSA COUNTY
SHERIFF'S OFFICE

TO: Kathy Hall, County Clerk's Office 2013 FEB -6 7:10:36

FROM: Tim Albin, Undersheriff *Albin*

DATE: February 6, 2013

SUBJECT: BOCC Agenda Items

I have attached (1) item: to be placed on the BOCC Agenda:

Agreement for Services – Attorney William Knight

Please add these items to the next Board of County Commissioners meeting agenda for consideration.

2013 FEB -6 AM 10:36

AGREEMENT FOR SERVICES

William L. Knight, MAI
Principal
Ingram, Blevins, Roberson, Knight, Inc.
4137 South Harvard Avenue, Suite E
Tulsa, Oklahoma 74135

February 5, 2013

Board of County Commissioners
Tulsa County, Oklahoma
o/b/o Tulsa County Sheriff's Office
500 South Denver Avenue
Tulsa, Oklahoma 74103

RE: An appraisal of the northern portion of the US Shooting Academy currently under contract with the Tulsa County Sheriff's Office.

Commissioner Keith:

Enclosed is our Agreement for Services. If this Agreement is acceptable to you, please sign and return to our office via fax. Once we receive the signed Agreement we will expedite your request.

If you have questions, please contact me at any of the following options.

Respectfully Submitted,

William L. Knight

Digitally signed by William L. Knight
DN: cn=William L. Knight, o=Ingram Blevins
Roberson Knight, Inc., ou,
email=wknight@ibrk.net, c=US
Date: 2013.02.05 14:29:10 -06'00'

William L. Knight, MAI

Enclosure

AGREEMENT FOR PROFESSIONAL VALUATION SERVICES

Appraisal Assignment

DATE OF AGREEMENT: February 5, 2013

PARTIES TO AGREEMENT:

Client:

Board of County Commissioners
Tulsa County, Oklahoma
o/b/o Tulsa County Sheriff's Office
500 South Denver Avenue
Tulsa, Oklahoma 74103
918 / 596-5601 Main

Appraiser:

William L. Knight, MAI
Ingram, Blevins, Roberson, Knight, Inc.
4137 South Harvard Avenue, Suite E
Tulsa, Oklahoma 74135
918 / 743-4332 Business
918 / 691-4332 Cellular
918 / 747-9341 Fax
wknight@ibrk.net

Client hereby engages Appraiser to complete an appraisal assignment as follows:

PROPERTY IDENTIFICATION

See attached survey.

PROPERTY TYPE

Special purpose type facility, gun range.

INTEREST VALUED

Fee Simple Estate

INTENDED USERS

Client: Board of County Commissioners o/b/o Tulsa County Sheriff's Office.

INTENDED USE

To assist Client in asset valuation decisions concerning the subject property.

TYPE OF VALUE

Market value as defined by the appraisal requirements pursuant to FIRREA.

DATE OF VALUE

Current – Effective date established at inspection and at completion of construction.

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS

To be determined at inspection.

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

ANTICIPATED SCOPE OF WORK

Physical inspection of site and review and analysis of plans and specifications (if any) provided to the appraiser.

Valuation approaches

All applicable approaches (Cost Approach).

APPRAISAL REPORT

Report option

Summary Format.

Form or format:

Narrative.

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE

Chief Rick Weigel.

DELIVERY DATE

February 15th, 2013.

DELIVERY METHOD

U.S. mail.

NUMBER OF COPIES

Two (2).

PAYMENT TO APPRAISER

\$2,499.00 (payable prior to completion)

PROPOSED IMPROVEMENTS

If the property appraised consists of proposed improvements, Client shall provide to Appraiser plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements.

PROPERTIES UNDER CONTRACT FOR SALE

If the property appraised is currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value, type of value or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within days of the Date of Agreement specified.

GOVERNING LAW & JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

By Appraiser:

**William L.
Knight**

William L. Knight, MAI
February 5, 2013

By Client:

Digitally signed by William L. Knight
DN: cn=William L. Knight, o=Ingram
Blevins Roberson Knight, Inc., ou,
email=wknight@ibrk.net, c=US
Date: 2013.02.05 14:29:29 -06'00'

County Commissioner Karen Keith
February _____, 2013

APPROVED AS TO FORM:



Assistant District Attorney

